



# **City of Madeira Beach Request for Proposal (RFP)**

## **RFP# 2023-14 Coastal Groin Restoration**

**Bid Proposal due by 10:00 AM February 8, 2024**

CITY HALL  
Megan Wepfer  
Public Works Director  
300 Municipal Drive  
Madeira Beach, Florida 33708

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## SECTION 1. GENERAL CONTRACT DOCUMENTS

### REQUEST FOR PROPOSAL RFP# 2023-14 Coastal Groin Restoration

#### BID DOCUMENTS

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|--|---|
| 1. General Contract Documents  | 10. Immigration Affidavit certification                               |
| 2. References  | 11. Bidder's Checklist  |
| 3. Certificate of Insurance  | 12. Exhibit A Public Contracting and Environmental Crimes Certificate |
| 4. Performance Bond  | 13. Exhibit B Drug Free Workplace Certificate                         |
| 5. Contract Agreement  | 14. Contractor Education & Training                                   |
| 6. Proposal Form   | 15. Coastal Groin List  |
| 7. Contractor Profile  | 16. Bid Tabulation  |
| 8. Hold Harmless Agreement   | 17. Maps  |
| 9. Sworn Statemen to Section 287.133(3)(a),<br>Florida Statutes, on Public Entity Crimes form. | 18. Restoration Specifications  |

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#### LOCATION

The City of Madeira Beach is soliciting proposals from qualified Construction Contractors for: Coastal Groin Restoration as per the Coast Groin List.

#### BID SUBMITTALS

Bid documents must include a signed proposal, itemized bid description and fee schedule, project schedule, references, contractor's license and insurance certificates. Any sub-contractor that will be hired by the contractor for this project must also submit references, contractor's license and insurance certificates. Submit one (1) original and one (1) USB- PDF format bid packet.

#### PRE-BID MEETING

A mandatory pre-bid meeting will be held on **January 18th, 2024, at 10:00 AM**. The meeting will be held at the Madeira Beach City Hall located at 300 Municipal Dr., Madeira Beach, FL, 33708.

#### BID PACKAGES

**Sealed bids will be received until 10:00 a.m. on February 8th, 2024, in the Office of the City Clerk, 300 Municipal Dr., Madeira Beach, Florida 33708 at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.**

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#### Bids should be addressed to:

City of Madeira Beach  
City Clerk's Office  
300 Municipal Drive  
Madeira Beach, FL 33708

Plainly marked as:

**"Coastal Groin Restoration "RFP # 2023-14"**

#### Schedule of Events

Bid Release	December 27, 2023	10:00 AM
Mandatory Pre-Bid	January 18, 2024	10:00 AM
Bid Question Submittal	January 26, 2024	5:00 PM
Addendums / Clarifications posted	February 2, 2024	5:00 PM
Bids Due	February 8, 2024	10:00 AM
Bid Opening	February 8, 2024	Directly following Submittals

#### CONTACT INFORMATION

Megan Wepfer  
Public Works Director  
727-543-8154  
[mwepfer@madeirabeachfl.gov](mailto:mwepfer@madeirabeachfl.gov)

## **SCOPE OF WORK**

- The City of Madeira Beach is soliciting proposals from qualified Marine Construction Contractors for the rehabilitation of 22 existing beach groins.
- Refer to Groin Rehabilitation Construction Plans prepared by Deuel & Associates, work order 2021-228 & the construction plan set prepared by Foster Consulting.
- The work for this proposal is to furnish materials and repair the existing 22 groins by constructing vinyl sheet around the existing groin H pile and filling the space between the vinyl sheet and the groin H pile with concrete filler (min. 5,000 PSI) with Stainless Steel through bolts with Plate washers and nuts (each end). The concrete cap will be tooled edge dome, see details on page 26 of the Foster Consulting Construction Plans. All cap jacks bolts are to be pushed through the wall or otherwise removed, and the holes in the new sheets sealed with trowelable epoxy so NO RUST STAINS DISCOLOR THE SHEETS.
- All materials shall be compatible and shall be manufactured by a single source.

## **BACKGROUND**

- The groins are constructed with reinforced concrete H piles on 10' centers. Reinforced concrete panels are laid horizontally on top of each other inside the notches of the H piles for a height of 4'-5'.
- The original panels are 6"-7" thick x 18" - 24" high. Repaired or new panels are 6" - 7" thick x the height necessary to level out the tops of the groins. The exposed height from the top of the outer H pile to the sand line varies from 0' - 4' +/-.
- The work shall consist of furnishing and placing the specified kinds and types of piles at the locations to lines and grades shown on the drawings.
- Sheet piles shall conform to the requirements of ASTM-D638, ASTM-D790, ASTM-D256 & ASTM- D648. Other composite sheet piling may be used if it meets the following properties and is approved by the engineer in writing.
- The minimum section modulus, weight, shape, and size of piles shall be as specified shown on the drawings.
- Sheet pile profile shall be manufactured with an interlocking feature that ensures adjacent panels
- maintain alignment.
- Shop drawings: for sheet piling will be required to be submitted appropriately for approval. The shop drawings shall include:
  - sheet pile section properties
  - pieces used to turn all required corners as indicated in the drawings
- Pile driving equipment: Submit complete descriptions of sheet piling driving equipment, including hammers, power packs, driving helmets, cap blocks, pile cushions, leads, extractors, jetting equipment, and pre-boring equipment at least 30 days prior to commencement of work. Pilings driven to refusal or to the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance shall be cut off to the required elevation. Pilings should not be driven below the required top elevation.
- Pilings shall be carefully located as shown or directed. Pilings shall be placed plumb with out-of-plumbness not exceeding 1/8-inch per 4-feet of length and true to line. Place the pile so the face will not be more than 3-inches from vertical alignment at any point.
- Drive pilings with the proper size hammer and by approved methods so as not to subject the pilings to damage and to ensure proper interlocking throughout their lengths.
- Seawall connection construction shall also include but not limited to removal of below grade obstructions, and isolation of excavation to ensure public safety.

## **GENERAL SPECIFICATIONS**

- Contractor is responsible for all utility locates through Sunshine One-Call.
- Contractor is responsible for field measurement and review of existing conditions.
- Site and surrounding properties must be free of construction debris upon completion
- All work to be completed within the project limits or City right-of-way.
- All work is to be done Monday through Friday unless approved by the City (7:00 AM to 6:00 PM).
- Equipment left on site must be approved by the City of Madeira Beach
- Contractor will coordinate scheduling of work with Megan Wepfer, Public Works Director for the City of Madeira Beach.
- Barricades, cones, and/or traffic control activities, and ALL MOT requirements are the responsibility of the Contractor.
- Contractor must provide resident and commercial notification of work being completed in and around private properties 48 hours prior to the start of cleaning.
- Contractor is responsible for disposal of debris removed from the groins in preparation of the groin repair.
- Contractor is responsible for all Stormwater BMPs as per DEP's requirements for MS4's.
- Contractor must follow all conditions listed in permit documentation from Pinellas County, Army Corp of Engineers and FDEP.

### **CONTRACTOR QUALIFICATIONS**

The contractor must have manufacturer's jobsite training and be able to demonstrate satisfactory job performance in similar work. See section XIX, Pile Restoration System Specifications. The Contractor **must** have multiple crews to be able to work on multiple groins at a time to complete within or before the contract time and prior to turtle nesting season which starts May 1<sup>st</sup> unless otherwise approved by the City of Madeira Beach.

### **ADDITIONAL WORK DETAILS**

**Firms or persons wishing to bid on this project must be licensed, bondable and insured in accordance to the requirements of this proposal package. Contractors and sub-contractors must be certified, registered and/or licensed by the proper construction licensing boards for the work being performed.**

**The contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees.**

Bidders shall bring questions, discrepancies, omissions, conflicts or doubts as to meaning of any part of Contract Documents to attention of the City of Madeira Beach Public Works Department by the date listed in the schedule of events above. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in form of Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of Madeira Beach reserves the right to reject any or all proposals or parts of proposals or accept any proposal or part thereof deemed to be in the best interests to the City of Madeira Beach.

### **MEASUREMENT**

The items to be measured under this contract shall be **unit price per linear feet** of sheet piling per the length of finished groin as specified in Section IX, Madeira Beach Groin Rehabilitation.

### **STATEMENT OF WORK**

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Schedule attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of Madeira Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

### **BEGINNING DATE**

The Contractor shall within ten (10) days after receipt of the Notice of Award and before commencement of any operations hereunder execute the Contract. The Contractor must provide a work schedule and/or commence work within ten (10) days of the Contract signing at the discretion of the City. Any change to the start date or the work schedule must be submitted in writing to and approved by the City Manager or designee. The Contractor shall furnish a dated work schedule (what work completed on what date) with each invoice to aid the City. The work shall be discontinued on Saturdays, Sundays and all legal or City designated holidays, except for special operations that may be necessary in order to maintain, check or protect work already performed. Work may be permitted on weekends or holidays with approval from the City Manager or designee. No work shall be done at night without prior approval of the City Manager or designee.

### **COMPLETION DATE**

72 Days from Commencement of Work. Extension may be awarded at the discretion of the City of Madeira Beach.

### **EXAMINATION OF SITE**

Bidder shall carefully examine project site and be familiar with the work required for the project. Investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Services Department or their designee for changes or alterations before proceeding.

### **ASSURANCES**

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firms operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Madeira Beach will apply.

### **RESIDENT NOTIFICATION**

The Contractor shall notify residents adjacent to the work site with a printed door hanger notice indicating the following information about the proposed construction work and the Contractor performing the work: City logo; the scheduled date for the start of construction; construction duration; the type of construction; Contractor's name, the Superintendent's name, Contractor address and telephone number; Contractor's company logo (optional). Sample door hanger including proposed language shall be approved by the City prior to the start of construction. Notification shall be printed on brightly colored and durable card stock and shall be a minimum of 4-by 11 inches in size. Notification (door hanger) shall be posted to residences and businesses directly affected by the Contractor's activities no later than 48 hours prior to the start of construction activity. Directly affected by the Contractor's activities shall mean all Contractor operations including staging areas, equipment and material storage, principal access routes across private property, etc. Contractor cannot start without proper 48 hour notice period to residents. Contractor is required to maintain sufficient staff to answer citizen inquiries during normal business hours and to maintain appropriate message recording equipment to receive citizen inquiries after business hours.

#### **TRAFFIC CONTROL AND STAGING AREA**

Contractor shall include all costs associated with traffic control and maintenance during the project. Contractor shall be provided with a staging area but will be required to secure the area with fencing and or barricades.

#### **ASSIGNMENT AND TRANSFER OF CONTRACT**

The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

#### **SUBCONTRACTS**

The Contractor shall not subcontract this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

#### **PERFORMANCE PAYMENT BOND**

The Contractor shall furnish the City with a performance and payment bond in a penal sum equal to the amount of the Contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this Contract. The Contractor shall execute such bond and a corporate bonding company licensed to transact such business in the State of Florida and acceptable to the City.

**The expense of this bond shall be borne by the Contractor. If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney in fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City.**

#### **LIQUIDATED DAMAGES**

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed and liquidated damages in the amount of Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

#### **PAYMENT**

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with Extra Work and Charges and Payments for Work Completed of this Contract.

#### **EXTRA WORK AND CHARGES**

Extra work shall be work for which no bid was received in the proposal and which was not included in the bid schedule and will not be construed to mean work for which unit bids were received but which is in excess of the quantity mentioned in the proposal. The City, without invalidating the Contract, may order extra work or make changes in the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All such changes shall be agreed to and recorded as a "Contract Change Order." In giving instructions the City Manager or designee shall have authority to make minor changes in work not involving extra cost and not inconsistent with the purpose of the work but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless covered by a "Contract Change Order." No claim for an addition to the Contract sum shall be valid unless so covered. Before becoming effective, all Change Orders must be signed by all parties indicated.

The value of such extra work or change shall be determined in one or more of the following ways:

- (a). By estimate and acceptance in a lump sum;
- (b). By unit prices named in the Contract or subsequently agreed upon;
- (c). By cost plus ten percent (10%)

In method (c) the word "cost" shall mean Contractor's cost and shall include all labor, material, power, fuel and other miscellaneous items to complete the work. Equipment rental shall be by the hour on an hourly rate that shall include the price of equipment operator, fuel and supervision of equipment. The percentage on cost plus work shall not be taken on the equipment rental that is on an hourly rate. The percentage figure and hourly rates for equipment shall be agreed upon before work is started. The method of determining the value of extra work shall be agreed upon prior to commencing such extra work.

The Contractor shall keep and present in such form as the City Manager or designee may direct, a correct account of the several items of cost together with vouchers. This definition and requirement applies equally to all work performed by Subcontractors.

The above accounts shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office, and overhead costs and profits. Rental on equipment shall be charged against the extra or changed work only of the actual time the equipment is used specifically therefore.

**Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from the subsequent monthly estimates.**

The City reserves the right to contract with any person or firm other than the Contractor for any or all-extra work. The Contractor's attention is especially called to the fact that he/she shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

#### **CLAIMS FOR EXTRA COST**

If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he/she shall give the City Manager or designee written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of emergency endangering life or property. In all cases the Contractor shall keep a correct account of the extra cost in such form as the City Manager or designee may direct and shall present such account supported by receipts to the City Manager or designee. The City shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

#### **PAYMENTS FOR WORK COMPLETED**

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent (10%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by him under the conditions of this Contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated.

#### **PAYMENTS WITHHELD**

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- (a). Defective work not remedied
- (b). Claims filed or reasonable evidence indicating probable filing of claims
- (c). Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d). A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e). Damage to another Contractor.

(f). Failure of the Contractor to keep his/her work progressing in accordance with his/her time schedule.

#### **FINAL ESTIMATES**

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor including said retained percentage but the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor. Before the approval of the final estimate, the Contractor shall submit evidence satisfactory to the City that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

#### **LIENS**

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

#### **RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE**

The term "City Manager or designee" wherever used in this Contract shall be the City of Madeira Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner.

If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

#### **INTENT OF PLANS AND SPECIFICATIONS**

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at all times give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications, but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern. Detailed Specifications inserted elsewhere in these specifications govern the construction of the work to be done on this project only.

#### **SUPERINTENDENCE**

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for him/her and to carry out all the instructions given by the City Manager or designee.

#### **LABOR PROVISIONS**

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed. The State of Florida prevailing wage law requires that the Contractor shall fully comply with all provisions contained in Section 215.19, "Schedule of Prevailing Wage Rates for Specified Public Construction." The wage rates set forth by such determination shall apply to this project.

#### **LIABILITY INSURANCE**

The Contractor shall procure and maintain at his/her own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without twenty (20) days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontract or hired by the Contractor.

The successful Contractor supply and maintain insurance which defends, indemnifies and holds harmless the City of Madeira Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's



fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of Madeira Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor being insured with the City of Madeira Beach must be named as a certificate holder for this contract. The following minimum coverage:

Commercial Liability Insurance \$1,000,000.00.

Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.

Personal Injury for \$1,000,000.00 each occurrence.

Automobile Liability \$1,000,000.00.

Marine General Liability Insurance including Longshore Harbor Worker's Compensation

General Workers Compensation Insurance as required by Florida law.

### **PROTECTION OF WORK AND PROPERTY**

The Contractor shall continuously maintain adequate protection of all his/her work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under his/her Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under his/her Contract. He/She shall designate a responsible member of his/her organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee or City, is hereby permitted to act, at his/her own discretion, to prevent such threatened loss or injury, and he/she must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

### **PARKING**

Arrange with owner for temporary parking areas to accommodate construction personnel and construction equipment.

### **TRANSPORTATION, HANDLING and STORAGE**

Transport, handle, protect and store products in accordance with Florida Department of Transportation instructions and all environmental regulatory agencies.

### **VEHICLES**

Business vehicles shall be identified on both sides with the name of the company or firm operating the vehicle.

### **ENVIRONMENTAL PROTECTION**

It shall be the Contractor's responsibility to implement construction methods that avoid water pollution in excess of what is acceptable to the State of Florida Department of Environmental Protection, City of Madeira Beach and Pinellas County. Any Contractors in violation of the City of Madeira Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of Madeira Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorney's fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or Designee on all applicable materials before applying those materials. The Contractor shall employ all necessary NPDES BMP methods to prevent erosion and stormwater run-off to offsite locations.

### **WORKMANSHIP**

The Contractor acknowledges that he/she has satisfied himself/herself as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint himself/herself with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

## **UTILITIES**

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facility concrete and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty six (36) hours notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only.

Any damage to existing structures to remain or work of any kind, shall be repaired or restored promptly by, and at the expense of the Contractor. The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree.

In matters of restoration all materials, construction and workmanship shall be acceptable to the City of Madeira Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. At the direction of the City Manager or his designee the Contractor shall be required to notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

## **CLEANING UP**

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of his/her failure to do so, the City at the expense of the Contractor may do the same, and his/her Surety shall be responsible therefore.

## **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him/her, then the Contractor may on seven (7) days written notice to the City and the City Manager or designee stop work or terminate this Contract and recover from the City payment for completed bid items and any losses sustained, and a reasonable profit. If the City Manager or designee shall fail to issue any certificate for payment within ten (15) days after it is due, or if the City shall fail to pay the Contractor within thirty (30) days after its maturity and presentation any sum certified by the City Manager or designee, then the Contractor may on seven

(7) days written notice to the City and the City Manager or designee stop work and give written notice of intention to terminate this Contract. If the City shall thereafter fail to pay the Contractor within seven (7) days after receipt of such notice, then the Contractor may terminate the Contract and recover from the City payment for completed bid items and any losses sustained, and a reasonable profit.

## **DEFECTIVE WORK OR MATERIAL**

**The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.**

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the City may, upon thirty (30) days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

## **DISPUTE RESOLUTION**

This Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) days of a notice of the dispute between the parties, in that event, the controversy shall be submitted to arbitration administered by the American Arbitration Association under its commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### **INDEMNITY**

The Contractor shall indemnify and save harmless the City, and the City's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any action or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

#### **GENERAL WARRANTY**

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

#### **LAND OF CITY, USE OF, BY CONTRACTOR**

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

#### **OTHER WORK**

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

#### **OTHER CONTRACTS**

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

#### **DELAYS AND EXTENSION OF TIME**

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the city or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than seven (7) days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

#### **CITY'S RIGHT TO TAKE OVER THE WORK**

If the Contractor shall be adjudged bankrupt, or if he/she should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed to take over his/her affairs, or if he /she should fail to prosecute his/her work with due diligence and carry the work forward in accordance with his/her work schedule and the time limits set forth in the Contract Documents, or if he/she should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by him, the City may serve written notice on the Contractor and the Surety on his/her performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

- (a) The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the City takes over the work and if the unpaid balance of the Contract price when the City takes over the work exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.
- (b) The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.
- (c) The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

#### **RIGHT OF OCCUPANCY**

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

#### **ACCEPTANCE**

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

#### **WAIVER**

It is expressly understood and agreed that any waiver granted by the City Manager or designee or the City of any term, provision or covenants of this Contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

#### **INSPECTION**

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost unless he /she shall show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill his/her Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

## **SECTION 2. REFERENCES & QUALIFICATIONS**

Provide at least three or more professional business references with which you have contracted to provide similar services in the past five years. Include the name of the person, their organization and telephone number. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five years.

This section may contain information regarding your firm's ability to complete the project. Demonstrate that the firm's personnel have experience in similar projects. Ensure to list the number of crews that will be available during the project.

City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid proposals as it deems to be in the best interests of the city.

### **SECTION 3. CERTIFICATE OF INSURANCE**

#### **INSURANCE**

Include in proposal an approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor is insured.

The Contractor must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder with the following minimum coverage:

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

#### SECTION 4. PERFORMANCE BOND

The Bidder shall, if awarded the contract, enter into a written Contract with the City of Madeira Beach, Florida, and furnish a Contract Performance Bond in an amount equal to One Hundred Percent (100%) of the bid for the performance of said Contract. Said Performance Bond shall be furnished within 10 consecutive calendar days after written notice being given of the award of the Contract.

And the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents, or servants, or the improper performance of the said work by the Contractor or his agents, or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

**IN TESTIMONY, WHEREOF**, witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**CONTRACTOR**

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

**ATTEST:** \_\_\_\_\_

\_\_\_\_\_  
**SURETY**

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

**ATTORNEY-IN-FACT**

**WITNESS:**

\_\_\_\_\_  
**COUNTERSIGNED:**

\_\_\_\_\_

\_\_\_\_\_

**SECTION 5. CITY OF MADEIRA BEACH, FLORIDA PURCHASING AGREEMENT**  
***RFP# 2023-14 Coastal Groin Restoration***

THIS AGREEMENT is hereby executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between the CITY OF MADEIRA BEACH, FLORIDA (hereinafter "CITY") and \_\_\_\_\_ (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than \_\_\_\_\_.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$ \_\_\_\_\_, as full consideration for the goods or services provided hereunder.

5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of \_\_\_\_\_ months from final delivery, including all parts and labor associated with said repairs.

7. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of \_\_\_\_\_ months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000 satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City.

10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.

11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

12. This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida.

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested.

16. Provision for other agencies: unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments and municipalities the bid prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the



legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

As to Vendor:

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

As to City

Robin Gomez

City Manager

City of Madeira Beach, Florida

300 Municipal Dr.

Madeira Beach, Florida 33708

17. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

18. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

\_\_\_\_\_  
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

\_\_\_\_\_  
Vendor

CITY OF MADEIRA BEACH, FLORIDA

BY \_\_\_\_\_

BY \_\_\_\_\_

ROBIN GOMEZ, CITY MANAGER

\_\_\_\_\_  
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## SECTION 6. PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals \_\_\_\_\_

Name of Person Submitting Proposals \_\_\_\_\_

### PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments here to attached. The "CONTRACTOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Madeira Beach to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "CONTRACTOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein." The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Proposal or in the Contract to be entered into; that this Proposal or Contract is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

### BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

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

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

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific

means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of Madeira Beach "Coastal Groin Restoration "

Signature \_\_\_\_\_

Date \_\_\_\_\_

RFP Number 2023-14 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

**SECTION 7. "CONTRACTOR" PROFILE**

Submitted by (Company Name): \_\_\_\_\_

Circle one of the following:

**Corporation**

**Partnership**

**Individual**

**Joint Venture**

Other Describe: \_\_\_\_\_ Florida

Contractor License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Unique Entity ID: \_\_\_\_\_ FEIN: \_\_\_\_\_

Office Location: \_\_\_\_\_

Number of people in your organization: \_\_\_\_\_

Length of time the Contractor has been doing business under this name in Florida: \_\_\_\_\_ years.

Length of time your firm has provided services to governmental clients: \_\_\_\_\_ years.

Under what other name(s) has your firm operated: \_\_\_\_\_

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

**YES**

**NO**

If yes, Include a detailed explanation.

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## **SECTION 8. HOLD HARMLESS AGREEMENT**

The Contractor agrees to hold the City of Madeira Beach harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

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**Contractor/ "CONTRACTOR" - Printed Name**

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**Signature**

---

**Project Name**

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**Date**

**The effective date of this Hold Harmless Agreement shall be the duration of this project.**

**SECTION 9. SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES  
FORM**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the "CITY" of Madeira Beach

By \_\_\_\_\_

(Print individual's name and title)

for \_\_\_\_\_

(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_ and (if applicable) its Federal  
Employer Identification Number (FEIN) is \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
    - \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
    - \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
    - \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

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

My Commission Expires \_\_\_\_\_

(seal)

**This document must be completed and returned with your submission.**

## SECTION 10. IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant/Bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of Madeira 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 unilateral termination of the contract by the City of Madeira Beach.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant/Bidder's proposal.

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

\_\_\_\_\_  
Signature of Notary  
My Commission Expires \_\_\_\_\_

(seal)

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. This document must be completed and returned with your submission.

**This document must be completed and returned with your submission.**



## SECTION 11. BIDDERS CHECKLIST



### Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration

- ☐ **Proposal Form**
- ☐ **Bid Schedule**
- ☐ References
- ☐ Certificate of Insurance
- ☐ Performance Bond
- ☐ Contract Agreement
- ☐ Proposal Form
- ☐ Contractor Profile
- ☐ Hold Harmless Agreement
- ☐ Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form
- ☐ Immigration Affidavit certification
- ☐ Bidder's Checklist
- ☐ Exhibit A Public Contracting and Environmental Crimes Certificate
- ☐ Exhibit B Drug Free Workplace Certificate
- ☐ Contractor Education & Training
- ☐ Coastal Groin List
- ☐ Bid Tabulation
- ☐ Maps
- ☐ Restoration Specifications

**SECTION 12. EXHIBIT A**  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF MADEIRA BEACH by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and Federal Employer Identification Number (FEIN) is \_\_\_\_\_, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

1. 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
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) 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. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein. above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

\_\_\_\_\_

Authorized Signature

Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

(Specify Type of Identification)

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

My Commission Expires \_\_\_\_\_

**This document must be completed and returned with your submission.**

**SECTION 13. EXHIBIT B**  
**DRUG FREE WORKPLACE CERTIFICATION**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_ and (if

applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include

the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by: Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace.
  - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
  - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
- (i) abide by the terms of the statement; and
  - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.

- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

**Signatory Requirement.** In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

(Specify Type of Identification)

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

My Commission Expires \_\_\_\_\_

**This document must be completed and returned with your submission.**

[illegible]

**This document must be completed and returned with your submission.**

## **SECTION 15. COASTAL GROIN LIST**

\*Submit copy of this Groin list with your bid. Itemized pricing is required.

**SECTION 16. BID TABULATION****COMMENTS:**

- EXISTING CONCRETE H-PILE AND SLABS TO REMAIN (SIZE VARIES;DEPTH UNKNOWN).
- VINYL SHEET PILE (EACH SIDE OF EXISTING GROINS).
- COMPACTED SANDS BETWEEN WALLS.
- TOP OF PROPOSED SHEET PILE TO BE 6" ABOVE EXISTING GROIN ELEVATION.
- SHEETS - VINYL SHEET PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).
- MEETS FBC 2020 - 7TH EDITION- ANY INCIDENTAL WORK TO RESTORE EXISTING GROINS.

**MATERIAL, LINEAR FOOT OF INSTALLED SHEET PILES INCLUDES:**

1. CONCRETE - 5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE).
2. THRU BOLTS - 3/4" S.S. ALL THREAD W/ 4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 36" O.C +/- AT INTERIOR CORRUGATIONS OF BOTH SHEET PILES.

1.0 BID ITEM	MOBILIZATION & SITE PREPARATION	UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.1	Mobilization	LS	1		
1.2	Maintenance of Traffic	LS	1		
1.3	Erosion Control and Floating Turbidity	LS	1		



Subtotal Mobilization					
2.0 BID ITEM	DUNE RESTORATION	UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
2.1	Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	EA	2,300		
2.2	Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	EA	900		
Subtotal Dune Restoration					

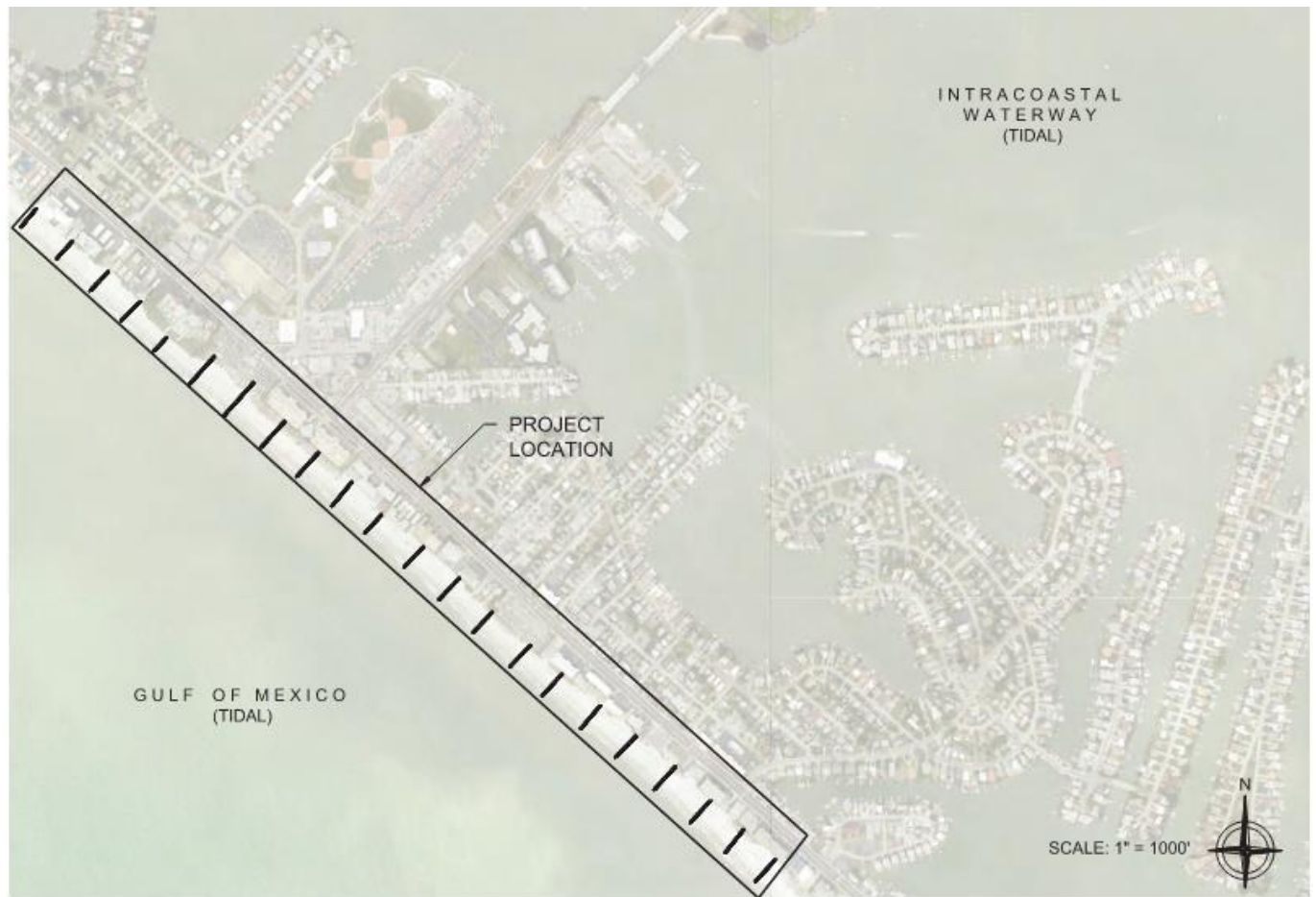
3.0 Groin #	Linear Feet	9' SHEETS	UNIT PRICE (\$)	12' SHEETS	UNIT PRICE (\$)	15' SHEETS	UNIT PRICE (\$)	TOTAL (\$)
1	153.0 +/-	144'		9'		-		
2	153.0 +/-	153'		-		-		
3	172.6 +/-	153'		20'		-		
4	172.6 +/-	77'		81'		15'		
5	123.0 +/-	6'		87'		30'		
6	241.6 +/-	165'		77'		-		
7	282.0 +/-	120'		90'		72'		
8	232.6 +/-	42'		156'		35'		
9	211.6 +/-	69'		95'		48'		



<b>Subtotal 1.0-3.0</b>	
<b>Continency 10%</b>	

**TOTAL PRICE = \_\_\_\_\_**

## SECTION 17. MAPS



PROJECT LOCATION  
MADEIRA BEACH GROINS, MADEIRA BEACH, FLORIDA 33708



## **SECTION 18. PILE PROTECTION SYSTEM SPECIFICATION**

### **MATERIALS**

#### **SHEETING:**

VINYL SHEET Z PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).

- TENSILE STRENGTH ASTM-D638
- FLEXURAL STRENGTH ASTM-D790
- MODULUS OF ELASTICITY STM-D790
- NOTCHED IZOD IMPACT ASTM-D256
- HEAT DEFLECTION TEMPERATURE ASTM-D648

SHEETS ARE TO BE SET AND DRIVEN FULL LENGTH WITH NO CUTOFFS UNLESS DIRECTED IN WRITING BY THE ENGINEER.

#### **CONCRETE:**

5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE) CONCRETE FOR THE CAP WILL BE 5000 PSI (MIN.) WITH PEA GRAVEL FOR PUMPING. SLUMP WILL BE IN THE 4"-5" RANGE AT POINT OF PLACEMENT WITH THE CONCRETE VIBRATED. IF THE OWNER/CITY CHOOSES TO REQUIRE TEST CYLINDERS (THE CONTRACTOR WILL ARRANGE FOR 3 CONCRETE CYLINDERS TO BE TAKEN FOR EACH TRUCK BATCH AND TESTED WITH THE RESULTS SENT TO FOSTER CONSULTING (7-DAY, 28-DAY, 1 EXTRA). CAP FORMS WILL BE WOOD OR STEEL OR SIMILAR FORMS USED ON THE BOTTOM OF THE CAP FOR A FULL CONCRETE CROSS-SECTION. THE VOID NEED BETWEEN THE EXISTING SLABS AND NEW SHEETS WILL BE THE POURED WITH 3000 PSI CONCRETE FILLER TO OR NO HIGHER THAN THE BOTTOM OF THE NEW CAP ELEVATION.

#### **BOLTS & ACCESSORIES:**

3/4" S.S. ALL THREAD W/ 4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 36" O.C +/- AT INTERIOR CORRUGATIONS OF BOTH SHEET PILES. S.S. THRU BOLT W/ PLATE WASHER AND NUT (EACH END) @ 24" O.C. SPACING TO 2.0' BELOW GRADE.

#### **CERTIFICATION AND MATERIAL TESTS**

THE CONTRACTOR SHALL FURNISH A CERTIFICATE TO THE ENGINEER ATTESTING THAT THE MATERIALS MEET ALL THE REQUIREMENTS CONTAINED HEREIN AND THAT THE SYSTEM SUBMITTED HAS BEEN SUCCESSFULLY USED BY CITY, STATE OR FEDERAL AGENCIES FOR A MINIMUM OF FIVE YEARS.

#### **TURBIDITY BARRIERS**

THE CONTRACTOR SHALL FURNISH, INSTALL & MAINTAIN TURBIDITY CONTROL BARRIERS AROUND THE WORK AREA AS NECESSARY. THE PURPOSE OF THE BARRIER IS TO AVOID ANY DEBRIS FROM GOING INTO THE MAIN WATERS. THE CONTRACTOR HAS THE OPTION TO ENCLOSE THE ENTIRE WATERSIDE OF THE SITE, WITHIN THE LIMITS OF DISTURBANCE, OR TO INSTALL & MOVE THE BARRIER IN STAGES. THE CONTRACTOR

SHALL MAINTAIN SUCH BARRIERS AT ALL TIMES IN THE AREAS WHERE WORK IS IN PROGRESS UNLESS STRONG CURRENT PREVENTS THEIR DEPLOYMENT.

TURBIDITY BARRIERS TO BE MANUFACTURED IN ACCORDANCE WITH FDOT ROADWAY & TRAFFIC DESIGN STANDARDS INDEX NO. 103.

#### **TECHNICAL ASSISTANCE**

THE CONTRACTOR SHALL PROCURE THE MANUFACTURER'S SERVICES TO PROVIDE ONSITE TECHNICAL ASSISTANCE DURING THE INITIAL JACKETING INSTALLATION UNTIL BOTH THE ENGINEER AND THE OWNER ARE SATISFIED WITH THE PROCEDURE.

#### **SHOP DRAWINGS**

SHOP DRAWINGS, SHOWING LOCATIONS OF STANDOFF SPACERS, METHOD OF FASTENING JACKET FORM TO PILING, SEALING THE JACKET AFTER INSTALLATION, AND BRACING DURING PLACEMENT OF MATERIALS IN THE ANNULAR SPACE BETWEEN THE JACKET AND THE PILE, SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED FOR APPROVAL PRIOR TO ANY FIELD INSTALLATIONS.