

**STANDARD FORM CONSTRUCTION BID AGREEMENT**

THIS AGREEMENT is dated as of the 9th day of Nov. in the year 2021 by and between Santa Rosa County, a political subdivision of the state of Florida (hereinafter called Owner) and Orange Beach Pile Protection, LLC (hereinafter-called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**REPLACE SEAWALL AT SOUTH END OF CANAL #2**

**ARTICLE 2. ENGINEER.**

The Project has been designed by:

**SANTA ROSA COUNTY ENGINEERING DEPARTMENT**

Who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIMES.**

- 3.1 The Work will be substantially completed within 60 calendar days after the date when the Contract Times commence to run, and completed and ready for final payment within 90 calendar days after the date when the Contract Times commence to run.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed by the Owner. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3. for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3. for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.
- 3.3 Liquidated Damages are based upon the original contract amount, as established by Santa Rosa County. Liquidated damages, based upon the original contract amount of \$50,789.15, will be One Thousand Fifteen Dollars (\$1,015.00) per calendar day.

**LIQUIDATED DAMAGES SCHEDULE**

Phase	Begin Date	Consecutive Calendar Days to Complete	Liquidated Damages
1	Notice to Proceed	10	<b>Daily Rate as Referenced on ITB 21-059</b>
Entire Project	Notice to Proceed	60	<b>Daily Rate as Referenced on ITB 21-059</b>

**ARTICLE 4. CONTRACT PRICE.**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$ 50,789.15 as per the attached Contractor bid.

Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer.

**ARTICLE 5. PAYMENT PROCEDURES**

Contractor shall submit Application for Payment in accordance with Contract. Applications for Payment will be processed by Engineer as provided in the contract.

5.1 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the fifteenth (15th) day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed. Payments to the Contractor shall in no way imply approval or acceptance of Contractor's work

5.1.1 Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold.

95 % of Work completed (with the balance being retainage). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will be reduced from 10% to 5% for the remainder of the project. Therefore, following completion of at least 50% of the Work, the Contractor may be paid 95 % of Work completed (with the balance being retainage).

95 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will be reduced from 10% to 5% for the remainder of the project. Therefore, following completion of at least 50% of the Work, the Contractor may be paid 95 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and

accompanied by documentation satisfactory to Owner).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95 % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold..

5.1.3 Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

5.2 *Final Payment.* Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

5.2.1 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

### 5.3 Payments Withheld

5.3.1 The Engineer or the County may decline to approve any Applications for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or the County may nullify the whole or any part of any inspections. The Engineer or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and the Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

5.3.1.1 Defective Work not remedied;

5.3.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

5.3.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

5.3.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

5.3.1.5 Reasonable indication that the Work will not be completed within the Contract Time;

5.3.1.6 Unsatisfactory prosecution of the Work by the Contractor;

5.3.1.7 Failure to provide accurate and current "As-Builts"; or

5.3.1.8 Any other material breach of the Contract Documents.

5.3.2 If these conditions in Subsection 5.3.1 are not remedied or removed, the County may after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of his Agreement or any other agreement between Contractor and the County.

## **ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents (including the Exhibits listed in Article 7) and the other related data identified in the Project Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Bid documents. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown, indicated in the Contract Documents with respect to Underground Facilities at, or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 Contractor 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 Contract Documents.

6.6 Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 7. CONTRACT DOCUMENTS**

The Contract Documents that comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

7.1 This Agreement

7.2 Exhibit A- ITB 21-059 and Contractor's Bid



- 7.3 Exhibit B- Insurance Requirements
- 7.4 Exhibit C- Civil Rights Clauses
- 7.5 Exhibit D- Vendors on Scrutinized Companies List
- 7.6 Any other documents necessary to clarify and memorialize the agreement between Contractor and Owner.

**ARTICLE 8. PUBLIC RECORDS**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WANDA PITTS, (850) 963-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov), 6945 Caroline Street, Milton, FL 32570.**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- 8.1 Keep and maintain public records required by the County to perform the service.
- 8.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- 8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the County.
- 8.4 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**ARTICLE 9. AUDIT**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

## **ARTICLE 10. TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment. Further, Owner may terminate this contract immediately for failure of contractor to comply with Chapter 119, Florida Statutes.

## **ARTICLE 11. VIOLATIONS OF CHAPTER 119 FLORIDA STATUTES**

The County reserves the right to terminate this agreement immediately for failure of Contractor to adhere to the requirements of Florida Statutes Chapter 119.

## **ARTICLE 12. MISCELLANEOUS.**

12.1 Terms used in this Agreement which are defined in the Bid documents.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision

12.5 All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

### **ARTICLE 13. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the 1<sup>st</sup> Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

### **ARTICLE 14. CIVIL RIGHTS.**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **ARTICLE 15. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **ARTICLE 16. COMPLIANCE WITH LAWS.**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

#### **ARTICLE 17. CONFLICT OF INTEREST.**

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

#### **ARTICLE 18. INDEPENDENT CONTRACTOR.**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits



accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

#### **ARTICLE 19. THIRD PARTY BENEFICIARIES.**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

#### **ARTICLE 20. INDEMNIFICATION AND WAIVER OF LIABILITY.**

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **ARTICLE 21. TAXES AND ASSESSMENTS.**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.



**ARTICLE 22. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.**

Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**ARTICLE 23. INCONSISTENCIES AND ENTIRE AGREEMENT.**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**ARTICLE 24. SEVERABILITY.**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**ARTICLE 25. ENTIRE AGREEMENT.**

This Agreement and Exhibits A-D contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**ARTICLE 26. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY.**

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner, and Contractor, or identified by Engineer on their behalf.

This Agreement will be effective on 11/9, 2021 (which is the Effective Date of the Agreement).

**WITNESS:**

[Signature]  
Signature

BY: William Franklin  
William Franklin, Owner

Deborah Carson  
Print Name

**ATTEST:**

**SANTA ROSA COUNTY, FLORIDA**

[Signature] Michael Burton for  
Donald C. Spencer  
Donald C. Spencer, Clerk of Court

BY: [Signature]  
David C. Piech, Chairman



# SANTA ROSA COUNTY, FLORIDA



**ITB 21-059 Canal #2 Seawall Replacement, Navarre Beach**

**August 2021**

**OWNER: BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER  
ROBERT A. "BOB" COLE  
JAMES CALKINS  
DAVE PIECH  
COLTEN WRIGHT**

**-DISTRICT I  
-DISTRICT II  
-DISTRICT III  
-DISTRICT IV  
-DISTRICT V**

**SECTION I.**  
**INVITATION TO BID**

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**SECTION II.**  
**STD ITB – BID INSTRUCTIONS, SUBMITTAL**  
**REQUIREMENTS AND GENERAL BID**  
**REQUIREMENTS**

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# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## PRE-BID ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; [Bidinfo@santarosa.fl.gov](mailto:Bidinfo@santarosa.fl.gov).

All questions or inquiries must be received no later than the last day for questions stated in the ITB & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

## PROPOSED SCHEDULE

Invitation to Bid Published	August 28, 2021
Deadline for Questions	September 15, 2021 @ 12:00 p.m.
Bids Due	September 29, 2021 @ 10:00 a.m.

## PREPARATION OF BID

A Bid form is included in these specifications. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in bid submissions.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

### SUBMITTAL OF BID

A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**ITB 21-059 Canal #2 Seawall Replacement, Navarre Beach**", name of bidder and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each contractor's submittal shall include all the items listed on the Bidders Submission Checklist, in order, with the Checklist on the top of the submission.

### INTEGRITY OF BID DOCUMENTS

Respondents shall use the original Bid documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

## INTERPRETATION

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

## BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

## CONDITIONAL & INCOMPLETE BIDS

Santa Rosa County specifically reserves the right to reject any conditional bid.

## ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

## SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

## FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Bidder shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidder shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

## RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

## DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

## DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids,



## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

proposals, or final replies, whichever is earlier.

### COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

### SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

### FAILURE OF PERFORMANCE/DELIVERY

In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

## NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

## PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

## INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

## CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

## TIME OF COMPLETION

The entire project shall be **completed within 60 calendar days** after the Notice to Proceed date. The date of substantial completion of the work or designated portion thereof is the date

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

certified by the Engineer when construction is sufficiently complete and approved in accordance with the Contract Documents so the Owner can occupy or utilize the work for the use which it was intended.

The date of substantial completion of the work or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete and approved in accordance with the Contract Documents so the Owner can occupy or utilize the work for the use which it was intended.

Liquidated damages will be established in the amount of **\$1,015.00 per calendar day** for each calendar day after completion date if the work is not substantially complete as certified by the Engineer.

Payment requests approved by the Engineer for work completed satisfactorily in accordance with the Contract Documents shall be reduced by a ten percent (10%) retainer. The ten percent (10%) retainer shall be retained by the Owner until final completion and acceptance of the work by the Engineer and Santa Rosa County, Florida.

### EVALUATION OF BIDS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Santa Rosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Santa Rosa County reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

items.

## **FORM OF AGREEMENT**

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

## **BID GUARANTEE**

Each bid shall be submitted on the bid form provided and must be accompanied by a Certified Check or Bid Bond in the amount of five percent (5%) of the Base Bid, and copies of all required licenses. Such Bid Bond or Check is given with the understanding and agreement that it guarantees:

(1) that the bidder will not withdraw his bid for a period of 60 days after the bids have been opened; and, (2) that if his bid is accepted, the Bidder will enter into the written Contract with Santa Rosa County and furnish the required Performance Bond Payment Bond Insurance Certificates, within 10 days after receipt of Notice of Award of his bid. Pursuant to Florida Statutes, Section 255.05, should the contract exceed \$100,000, the Contractor shall be required to execute and record performance and payment bonds. These bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.

**SECTION III.**  
**SANTA ROSA COUNTY DOCUMENTS AND FORMS**

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**Santa Rosa County**  
**Insurance Requirements**

**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit. **The workers' compensation coverage provided by the contractor performing the work should include USL&H coverage**

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

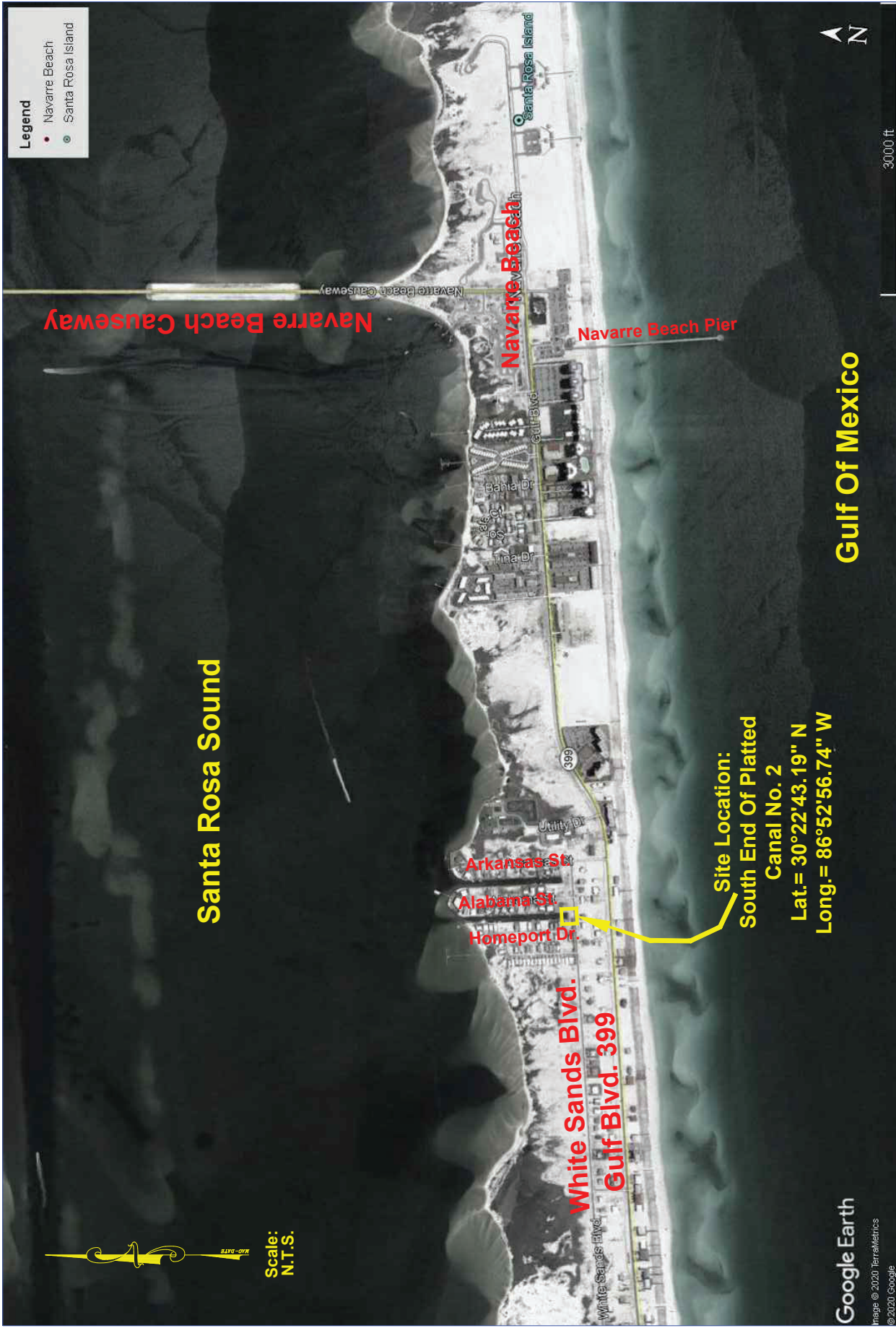
#### General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

**SECTION IV.**  
**PROJECT MANUAL, SPECIFICATIONS, PLANS AND**  
**SUPPORTING DOCUMENTATION**

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**Santa Rosa Sound**

**Gulf Of Mexico**

**Legend**  
 • Navarre Beach  
 ○ Santa Rosa Island

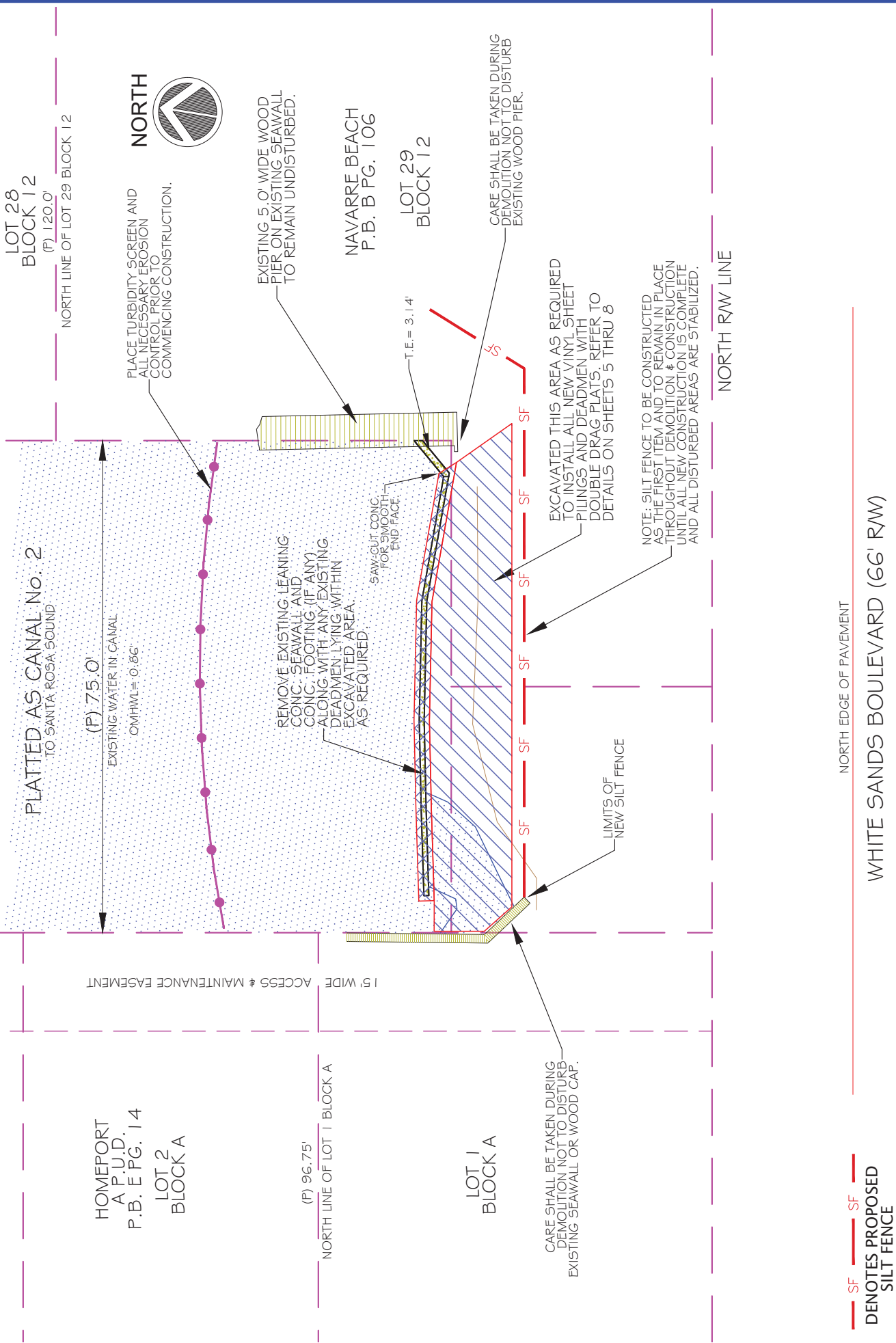


3000 ft

**Site Location:**  
 South End Of Platted  
 Canal No. 2  
 Lat. = 30°22'43.19" N  
 Long. = 86°52'56.74" W

<b>APPLICANT:</b>	<b>Santa Rosa County BOCC</b>	<b>PURPOSE:</b>	<b>Replace Seawall At South End Of Canal No.2</b>
<b>WATER BODY:</b>	<b>Canal No. 2 to Santa Rosa Sound</b>	<b>ORIGINAL WORK</b> <input type="checkbox"/>	<b>MAINTENANCE</b> <input checked="" type="checkbox"/>
<b>COUNTY:</b>	<b>Santa Rosa County / Navarre Beach</b>	<b>TITLE:</b>	<b>Project Location Map</b>
<b>DATUM:</b>	<b>NAD83 Florida State Planes</b>	<b>DATE:</b>	<b>02-11-2020</b>
		<b>SHEET NO.:</b>	<b>1</b>
		<b>SCALE:</b>	<b>As Shown or Noted</b>



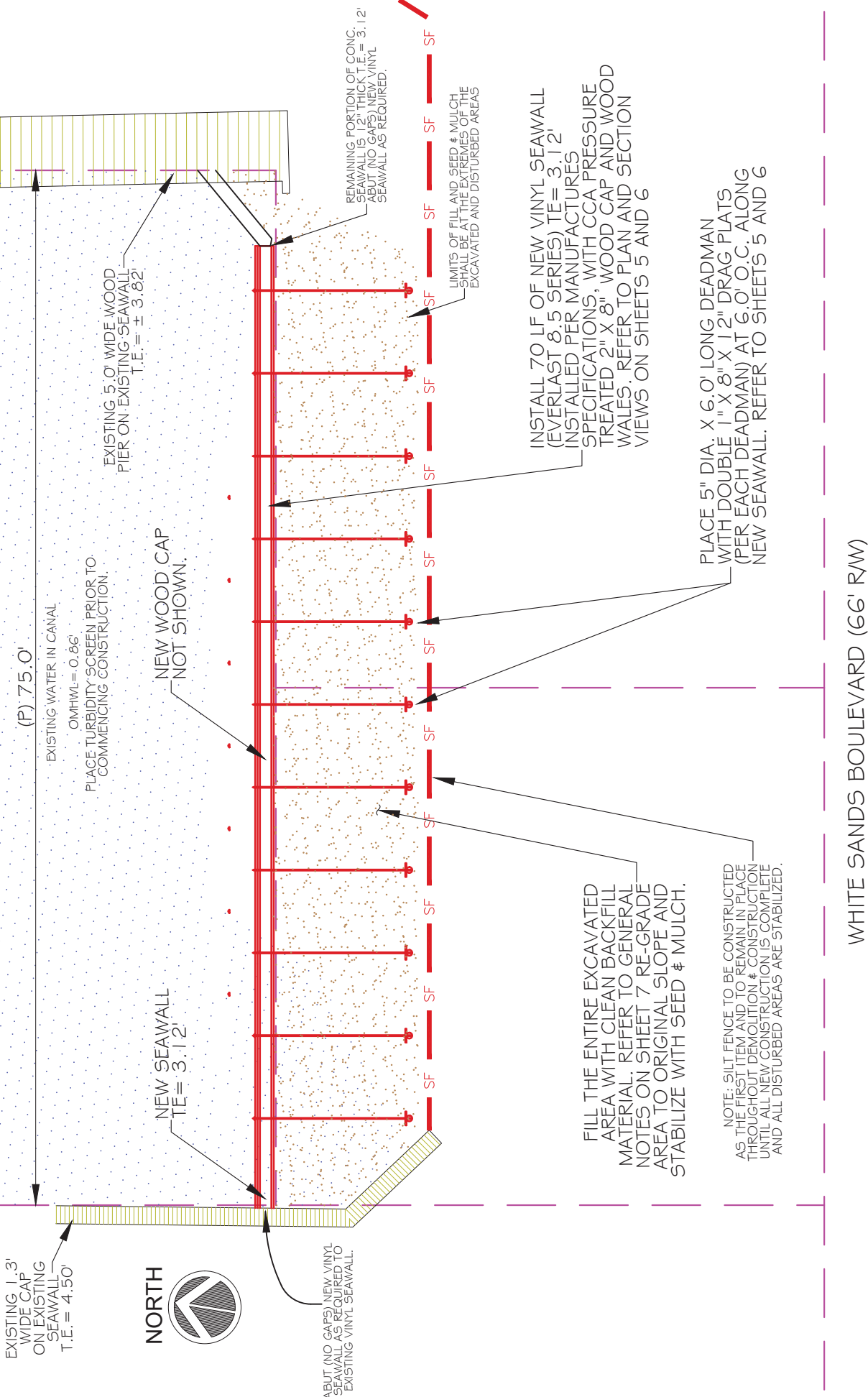


SF ——— SF  
DENOTES PROPOSED SILT FENCE

<b>APPLICANT:</b>	<b>Santa Rosa County BOCC</b>	<b>PURPOSE:</b>	<b>Replace Seawall At South End Of Canal No.2</b>
<b>WATER BODY:</b>	Canal No. 2 to Santa Rosa Sound	<input type="checkbox"/> ORIGINAL WORK	<input checked="" type="checkbox"/> MAINTENANCE
<b>COUNTY:</b>	Santa Rosa County / Navarre Beach	<b>TITLE:</b>	Demolition & Erosion Control Plan
<b>DATUM:</b>	NAD83 Florida State Planes	<b>DATE:</b>	02-11-2020
		<b>SCALE:</b>	As Shown or Noted
		<b>SHEET NO.:</b>	3



PLATTED AS CANAL No. 2  
TO SANTA ROSA SOUND.



WHITE SANDS BOULEVARD (66' R/W)

APPLICANT: **Santa Rosa County BOCC** PURPOSE: **Replace Seawall At South End Of Canal No.2**

WATER BODY: **Canal No. 2 to Santa Rosa Sound** ORIGINAL WORK  MAINTENANCE

COUNTY: **Santa Rosa County / Navarre Beach** TITLE: **Proposed New Vinyl Seawall** SHEET NO.: **4**

DATUM: **NAD83 Florida State Planes** DATE: **02-11-2020** SCALE: **As Shown or Noted**

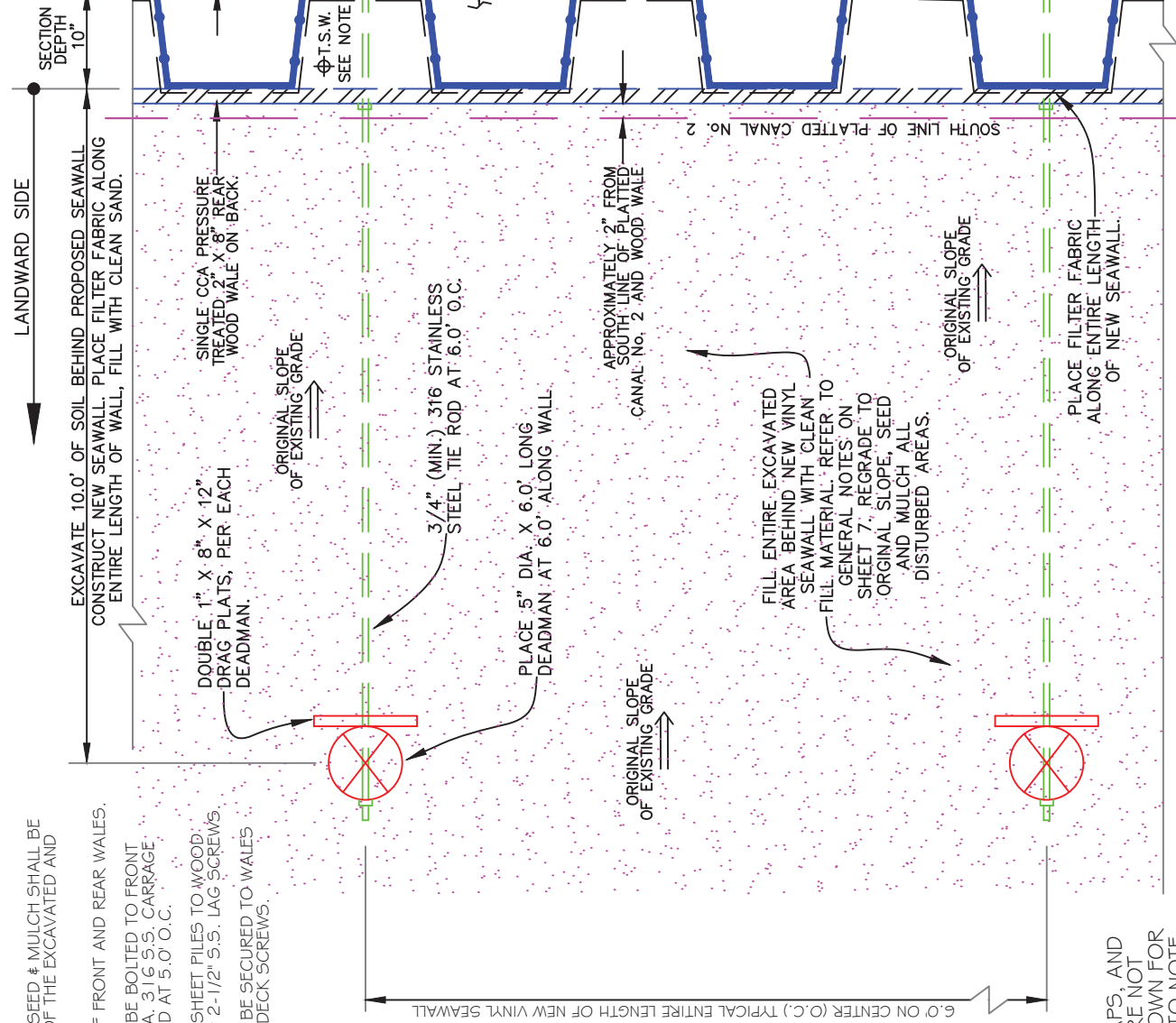
NOTE: LIMITS OF FILL AND SEED & MULCH SHALL BE AT THE EXTREMES OF THE EXCAVATED AND DISTURBED AREAS.

STAGGER JOINTS OF FRONT AND REAR WALES.

REAR WALES SHALL BE BOLTED TO FRONT WALES WITH 1/2" DIA. 316 S.S. CARRAGE BOLT OR ALL-THREAD AT 5.0' O.C.

SECURE NEW VINYL SHEET PILES TO WOOD WALES WITH 5/16" x 2-1/2" S.S. LAG SCREWS.

WOOD CAPS SHALL BE SECURED TO WALES WITH # 10 x 3" S.S. DECK SCREWS.



NOTE: FINISH TOP ELEVATION OF NEW VINYL SEAWALL SHALL BE 3.12'

PLATTED AS CANAL No. 2 TO SANTA ROSA SOUND EXISTING WATER IN CANAL  
OMHWL = 0.86'

FACE OF NEW VINYL SEAWALL INSTALL 70 LF OF NEW VINYL SEAWALL (EVERLAST 8.5 SERIES) TE = 3.12' INSTALLED PER MANUFACTURER'S SPECIFICATIONS

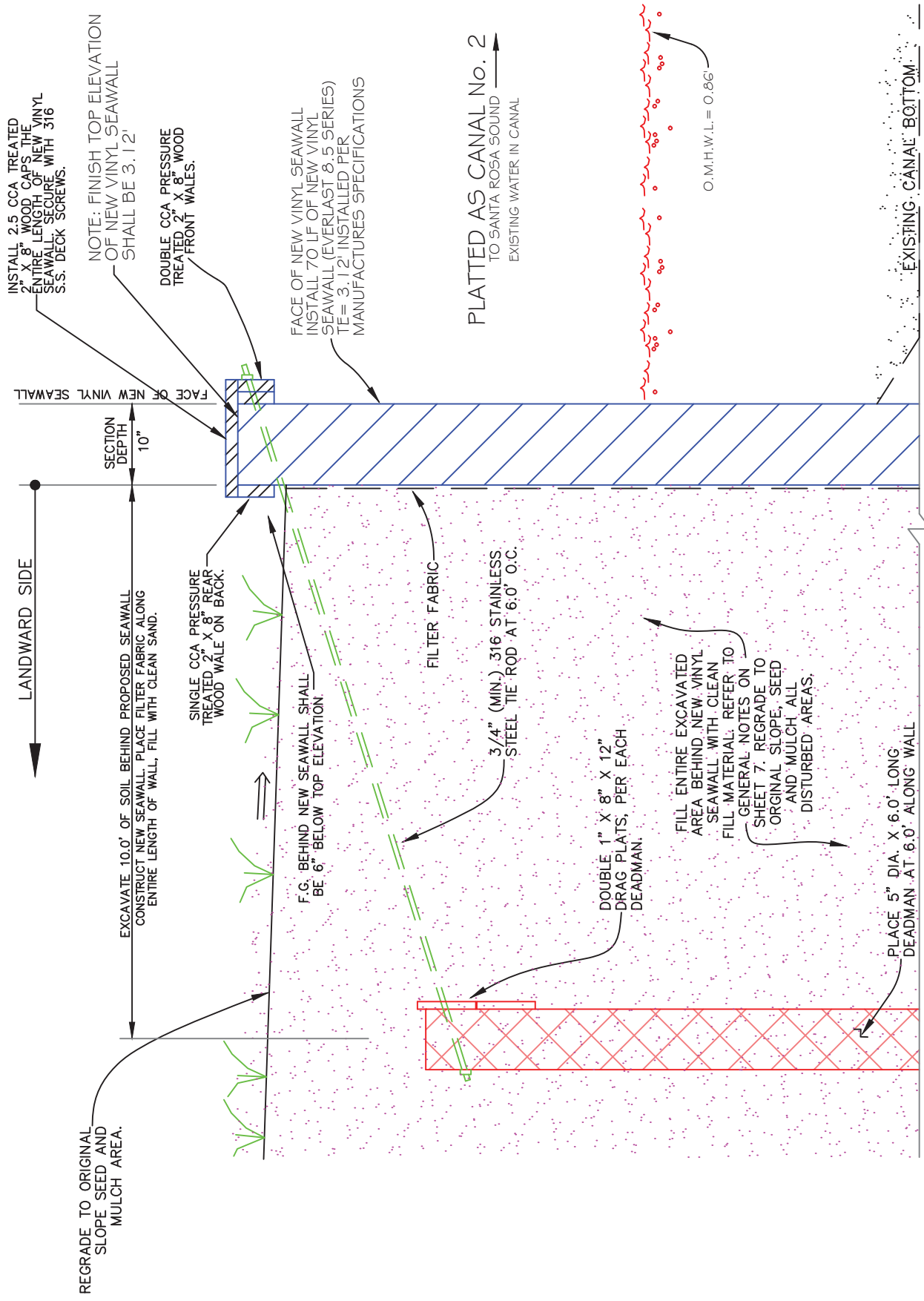
NOTE: WOOD CAPS, AND S.S. HARDWARE NOT GRAPHICALLY SHOWN FOR CLARITY. REFER TO NOTE

APPLICANT: **Santa Rosa County BOCC** PURPOSE: **Replace Seawall At South End Of Canal No.2**

WATER BODY: **Canal No. 2 to Santa Rosa Sound** ORIGINAL WORK  MAINTENANCE

COUNTY: **Santa Rosa County / Navarre Beach** TITLE: **Typical Vinyl Seawall Plan View** SHEET NO.: **5**

DATUM: **NAD83 Florida State Planes** DATE: **02-11-2020** SCALE: **As Shown or Noted**



<b>APPLICANT:</b> Santa Rosa County BOCC	<b>PURPOSE:</b> Replace Seawall At South End Of Canal No.2
<b>WATER BODY:</b> Canal No. 2 to Santa Rosa Sound	<input type="checkbox"/> ORIGINAL WORK <input checked="" type="checkbox"/> MAINTENANCE
<b>COUNTY:</b> Santa Rosa County / Navarre Beach	<b>TITLE:</b> Typical Vinyl Seawall Section View <b>SHEET NO.:</b> 6
<b>DATUM:</b> NAD83 Florida State Planes	<b>DATE:</b> 02-11-2020 <b>SCALE:</b> As Shown or Noted

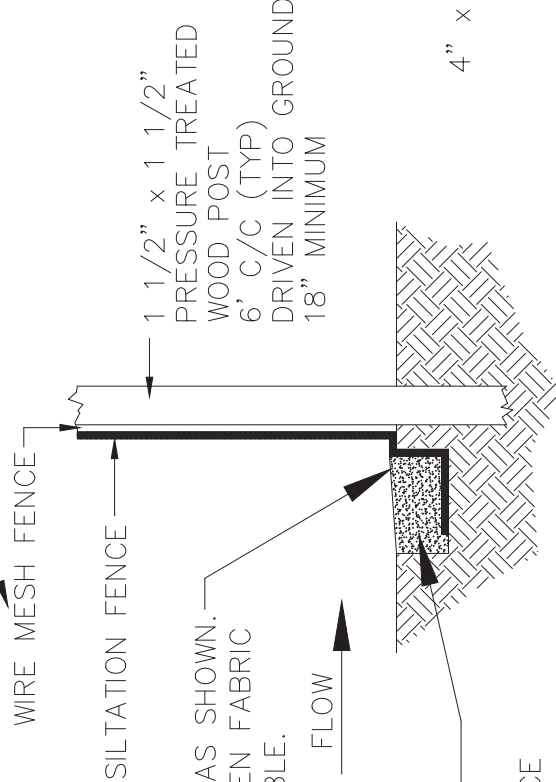
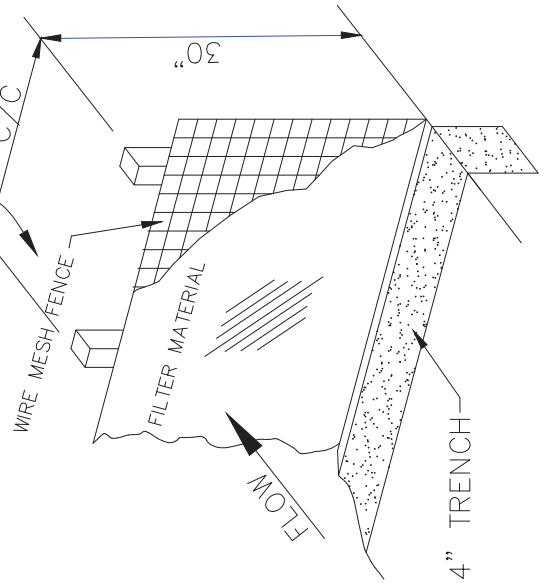
**GENERAL NOTES:**

1. ALL SUITABLE EXCESS MATERIAL EXCAVATED AND NOT REUSED AS FILL MATERIAL SHALL BE REMOVED FROM SITE. EXCAVATED SOIL MAY BE REUSED IF SOIL IS FREE OF ORGANIC OR UNSUITABLE MATERIAL. NEW OR REUSED MUST BE CLEAN SOIL MEETING NAVARRE BEACH REQUIREMENTS.
2. ALL DEMOLITION MATERIALS SHALL BE REMOVED FROM SITE DAILY. ANY DAMAGE TO EXISTING STRUCTURES AND IMPROVEMENTS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTORS EXPENSE.
3. ANY PUBLIC LAND CORNER WITHIN LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IMMEDIATELY. ALL PUBLIC CORNERS DISTURBED SHALL BE RESET AT CONTRACTORS EXPENSE.
4. SANTA ROSA COUNTY SHALL OBTAIN NECESSARY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) AND/OR US ARMY CORPS. PERMITS. ALL OTHER REQUIRED PERMITS WILL BE THE CONTRACTORS RESPONSIBLE.
5. DEPTH OF EXCAVATION BEHIND NEW SEAWALL SHALL BE THE DEPTH REQUIRED FOR THE CONTRACTOR TO FULLY COMPLETE THE INSTALLATION OF THE SHEET PILES (NEW SEAWALL) AND ALL DEADMAN.
6. NEW SEAWALL SHALL BE EVERLAST ESP 8.5 SERIES VINYL SHEET PILES INSTALLED PER MANUFACTURE SPECIFICATIONS. REFER TO PROJECT MANUAL SHEET PILE SPECIFICATIONS. APPROVED EQUALS MY BE USED IF APPROVED BY PROJECT ENGINEER PRIOR TO BID OPENING.
7. ALL STAINLESS STEEL USED ON PROJECT, INCLUDING NAILS, SCREWS, NUTS - BOLTS, AND 3/4" TIE-BACK RODS SHALL BE 3 16 STAINLESS, UNLESS NOTED OTHERWISE ON PLANS.
8. ALL WOOD USED ON PROJECT SHALL BE CCA MARINE PRESSURE TREATED. THIS INCLUDES WALES AND SEAWALL WOOD CAPS.
9. SECURE GEO-TECH FILTER FABRIC ALONG THE ENTIRE LENGTH OF NEW SEAWALL(LANDWARD SIDE) PRIOR TO PLACING NEW CLEAN FILL MATERIAL.
10. WOOD CAP SHALL BE SECURED TO WALES WITH 3 16 STAINLESS STEEL DECK SCREWS, FLUSH MOUNT.
11. SHEET PILING LENGTH WILL BE APPROXIMATELY 15 FEET, WITH A MINIMUM OF 9 FEET PUMPED INTO CANAL No. 2 SANDY BOTTOM. CONTRACTOR SHALL COORDINATE WITH SHEET PILING MANUFACTURE.
12. PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL PLACE SILTATION FENCE ON THE SUBJECT PROPERTY WHERE APPLICABLE OR AS INDICATED ON THE PLANS. SILTATION FENCE IS TO REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE AND ALL DISTURBED AREAS ARE STABILIZED.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL TEMPORARY EROSION CONTROL MEASURES AS REQUIRED TO ENSURE NO SEDIMENTS ARE TRANSPORTED OFF-SITE VIA STORMWATER RUN-OFF.

<b>APPLICANT:</b>	<b>Santa Rosa County BOCC</b>	<b>PURPOSE:</b>	<b>Replace Seawall At South End Of Canal No.2</b>
<b>WATER BODY:</b>	<b>Canal No. 2 to Santa Rosa Sound</b>	<b>ORIGINAL WORK</b> <input type="checkbox"/>	<b>MAINTENANCE</b> <input checked="" type="checkbox"/>
<b>COUNTY:</b>	<b>Santa Rosa County / Navarre Beach</b>	<b>TITLE:</b>	<b>General Construction Notes</b>
<b>DATUM:</b>	<b>NAD83 Florida State Planes</b>	<b>DATE:</b>	<b>02-11-2020</b>
		<b>SHEET NO.:</b>	<b>7</b>
		<b>SCALE:</b>	<b>As Shown or Noted</b>

NOTE: CONTRACTOR SHALL PLACE SILTATION FENCE DOWNSTREAM OF DISTURBED AREAS AS REQUIRED TO PREVENT THE TRANSPORT OF SEDIMENTS OUT OF THE PROJECT AREA VIA STORMWATER. SILTATION FENCES SHALL MAINTAINED THROUGHOUT THE PROJECT UNTIL ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED.

NOTE: WIRE MESH IS OPTIONAL. CONTRACTOR TO DECIDE IF FIELD CONDITIONS REQUIRE WIRE MESH...



NOTE: FABRIC MUST BE ENTRENCHED AS SHOWN. INSTALLATION WITH GAP BETWEEN FABRIC AND GROUND IS NOT ACCEPTABLE.

EXCAVATE 4"X4" TRENCH, BURY BOTTOM 1.0' MIN. OF FABRIC, AND TAMP IN PLACE

SILT FENCE DETAIL  
NTS

APPLICANT:	<b>Santa Rosa County BOCC</b>	PURPOSE:	<b>Replace Seawall At South End Of Canal No.2</b>
WATER BODY:	<b>Canal No. 2 to Santa Rosa Sound</b>	ORIGINAL WORK	<input type="checkbox"/>
	<b>Santa Rosa County / Navarre Beach</b>	TITLE:	<b>Silt Fence Detail</b>
	<b>NAD83 Florida State Planes</b>	DATE:	<b>02-11-2020</b>
		SCALE:	<b>As Shown or Noted</b>
		MAINTENANCE	<input checked="" type="checkbox"/>
		SHEET NO.:	<b>8</b>



# FLORIDA DEPARTMENT OF Environmental Protection

Northwest District  
160 W. Government Street, Suite 308  
Pensacola, FL 32502

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

Friday, April 17, 2020

Santa Rosa County  
% Shelley Alexander  
6051 Old Bagdad Hwy.  
[shelleya@santarosa.fl.gov](mailto:shelleya@santarosa.fl.gov)  
& Andrew and Mary Register  
Milton, FL 32583  
140 Longwater Cv.  
Roswell, GA 30075  
[Andy.Register@gtri.gatech.edu](mailto:Andy.Register@gtri.gatech.edu)

File No.: 0386392-001-EE/57, Santa Rosa County

Dear Mr. and Mrs. Register and Ms. Alexander:

On April 1, 2020, we received your request for verification of exemption to perform the following activities:

To construct a replacement seawall in the same footprint as an existing seawall within a man-made canal adjacent to the Santa Rosa Sound, Class III Outstanding Florida Waters, Unclassified Shellfish Harvesting Area. The project is located at 1423 Alabama St., Navarre, Florida 32566, Parcel No. 28-2S-26-9180-01200-0290, in Section 28, Township 2 South, Range 26 West in Santa Rosa County; 30°22'43" North Latitude, 86°52'55" West Longitude.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

**Your project qualifies for all three.** However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

## 1. Regulatory Review – Verified



Based on the information submitted, the Department has verified that the activity as proposed is exempt, under Rule 62-330.051(12)(a), Florida Administrative Code (F.A.C.) from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

## **2. Proprietary Review – Not Required**

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapters 253 or 258, F.S. or Chapters 18-20 or 18-21, F.A.C.

## **3. Federal Review – SPGP Approved**

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit V-R1, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization expires on July 26, 2021. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 19 of the SPGP V-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP V-R1 with all terms and conditions and the General Conditions may be found at <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

### **Additional Information**

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the



administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

#### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and

120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

#### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

#### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Jacob Hullett at the letterhead address, at (850)595-0638, or at [Jacob.Hullett@FloridaDEP.gov](mailto:Jacob.Hullett@FloridaDEP.gov)

**EXECUTION AND CLERKING**

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Jacob Hullett  
Environmental Specialist  
Submerged Lands and Environmental Resources Program

**Attachments:**

1. Rule 62-330.051(12)(a), F.A.C. and Section 403.813(1)(i), F.S., 1 page
2. Special Conditions for Federal Authorization for SPGP V-R1, 4 pages
3. General Conditions for Federal Authorization for SPGP V-R1, 2 pages
4. Standard Manatee Conditions for In-Water Work, 2 pages
5. Project Drawings, 8 pages

**CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Wade Dandridge, DEP, [Wade.Dandridge@FloridaDEP.gov](mailto:Wade.Dandridge@FloridaDEP.gov)  
Santa Rosa County, [PlanningNotifications@santarosa.fl.gov](mailto:PlanningNotifications@santarosa.fl.gov), [cindym@santarosa.fl.gov](mailto:cindym@santarosa.fl.gov)  
[maureenk@santarosa.fl.gov](mailto:maureenk@santarosa.fl.gov), [info@srcpa.org](mailto:info@srcpa.org), [bsouthers@srcpa.org](mailto:bsouthers@srcpa.org), [lyndap@srcpa.org](mailto:lyndap@srcpa.org)

**FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



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Clerk

April 17, 2020  
Date

**62-330.051 Exempt Activities.**

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(12) Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization –

(a) Construction, replacement, and repair of seawalls or riprap in artificially created waterways under section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373, F.S, including only that backfilling needed to level the land behind seawalls or riprap.

*Rulemaking Authority 373.026(7), 373.043, 373.4131, 373.4145, 403.805(1) FS. Law Implemented 373.406, 373.4131, 373.4145, 373.415, 403.813(1) FS. History–New 10-1-13, Amended 6-1-18.*

**403.813 Permits issued at district centers; exceptions.—**

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(i) The construction of private docks of 1,000 square feet or less of over-water surface area and seawalls in artificially created waterways where such construction will not violate existing water quality standards, impede navigation, or affect flood control. This exemption does not apply to the construction of vertical seawalls in estuaries or lagoons unless the proposed construction is within an existing manmade canal where the shoreline is currently occupied in whole or part by vertical seawalls.

### **Special Conditions for Federal Authorization for SPGP V-R1**

**Note:** JAXBO (Jacksonville District’s Programmatic Biological Opinion), referenced throughout, may be found online in the Jacksonville District Regulatory Division Sourcebook, or at <http://cdm16021.contentdm.oclc.org/utills/getfile/collection/p16021coll3/id/577>.

The SPGP V-R1 instrument and all attachments may be found online through the Sourcebook, or at <https://www.saj.usace.army.mil/SPGP/>

In addition to the conditions specified above, the following Special Conditions apply to all projects reviewed and/or authorized under the SPGP V-R1.

### **Special Conditions for All Projects**

1. Authorization, design and construction must adhere to the terms of the SPGP V-R1 instrument including the Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities ([Attachment 6](#), from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles or sheet piles, the maximum number of piles, sheet piles or concrete slab walls or boatlift I-beams installed by impact hammer per day is limited to no more than 5 per day. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO PDCs for In-Water Noise from Pile and Sheet Pile Installation, page 86.).
5. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
6. Notifications to the Corps. For all authorizations under this SPGP V-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:
  - a. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
  - b. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the “Self-Certification Statement of Compliance” form ([Attachment 32](#)) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the “Self-Certification Statement of Compliance” form. The description of any deviations on the “Self-Certification Statement of Compliance” form does not constitute approval of any deviations by the Corps.
  - c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of

this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form ([Attachment 2](#)).

d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.

(1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.

(2) For electronic mail: [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ- 2015-02575 on all submittals.

7. The District Engineer reserves the right to require that any request for authorization under this SPGP V-R1 be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP V-R1 does not automatically guarantee Federal authorization.
8. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
9. Failure to comply with all conditions of the SPGP V-R1 constitutes a violation of the Federal authorization.
10. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or [SiteFile@dos.state.fl.us](mailto:SiteFile@dos.state.fl.us). The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.
  - a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.
  - b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Project Manager shall immediately be notified. Such



activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

11. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.
12. For Projects authorized under this SPGP V-R1 in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
13. The SPGP V-R1 will be valid through July 26, 2021 unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending July 26, 2021, is not contrary to the public interest. The SPGP V-R1 will not be extended beyond July 26, 2021, but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP V-R1 will be evaluated by the Corps.
14. If the SPGP V-R1 expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP V-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP V-R1 expired or was revoked.

### **Special Conditions for Shoreline Stabilization Activities**

1. Shoreline stabilization materials must be placed by hand around red mangrove prop roots (Reference: JAXBO PDC A1.3.).
2. Living shorelines can only be constructed in unvegetated, nearshore water along shorelines to create tidal marshes or mangrove habitat for the purpose of shoreline erosion control or aquatic habitat enhancement. Native plants can be placed along the shoreline or between the shoreline and the living shoreline structure (Reference: JAXBO PDC A7.4.).
3. Living shoreline structures and permanent wave attenuation structures can only be constructed out of the following materials: oyster breakwaters, clean limestone boulders or stone (sometimes contained in metal baskets or cages to contain the material), small mangrove islands, biologs, coir, rock sills, and pre-fabricated structures made of concrete and rebar that are designed in a manner so that they do not trap sea turtles, smalltooth sawfish, or sturgeon (Reference: JAXBO PDC A7.5.).



- a. Reef balls or similar structures are authorized if are not open on the bottom, open-bottom structures with a top opening of at least 4 ft, and reef discs stacked on a pile are pre-fabricated structures are designed in a manner so that they do not trap sea turtles.
  - b. Oyster reef materials shall be placed and constructed in a manner that ensures that materials will remain stable and that prevents movement of materials to surrounding areas (e.g., oysters will be contained in bags or attached to mats and loose cultch must be surrounded by contained bagged oysters or another stabilizing feature) (Reference: JAXBO PDC A7.2.).
  - c. Oyster reef materials shall be placed in designated locations only (i.e., the materials shall not be indiscriminately dumped or allowed to spread outside of the reef structure) (Reference: JAXBO PDC A7.3.).
  - d. Wave attenuation structures must have 5 ft gaps at least every 75 ft in length as measured parallel to the shoreline and at the sea floor, to allow for tidal flushing and species movement (Reference: JAXBO PDC A7.6.).
  - e. Wave attenuation structures must have 5 ft gaps at least every 75 ft in length as measured parallel to the shoreline and at the sea floor, to allow for tidal flushing and species movement (Reference: JAXBO PDC A7.6.).
  - f. Other materials are not authorized by this SPGP V-R1 (Reference: JAXBO PDC A7.5.).
4. For living shorelines, only native plant species can be planted (Reference: JAXBO PDC A7.1.).

## **General Conditions for Federal Authorization for SPGP V-R1**

1. The time limit for completing the work authorized ends on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

### Further Information:

1. Limits of this authorization.
  - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or Construction deficiencies associated with the permitted work.

- e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
  4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
    - a. You fail to comply with the terms and conditions of this permit.
    - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
    - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
  5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
  6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
  7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

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

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

**CAUTION: MANATEE HABITAT**

**All project vessels**

**IDLE SPEED / NO WAKE**

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

**SHUT DOWN**

Report any collision with or injury to a manatee:

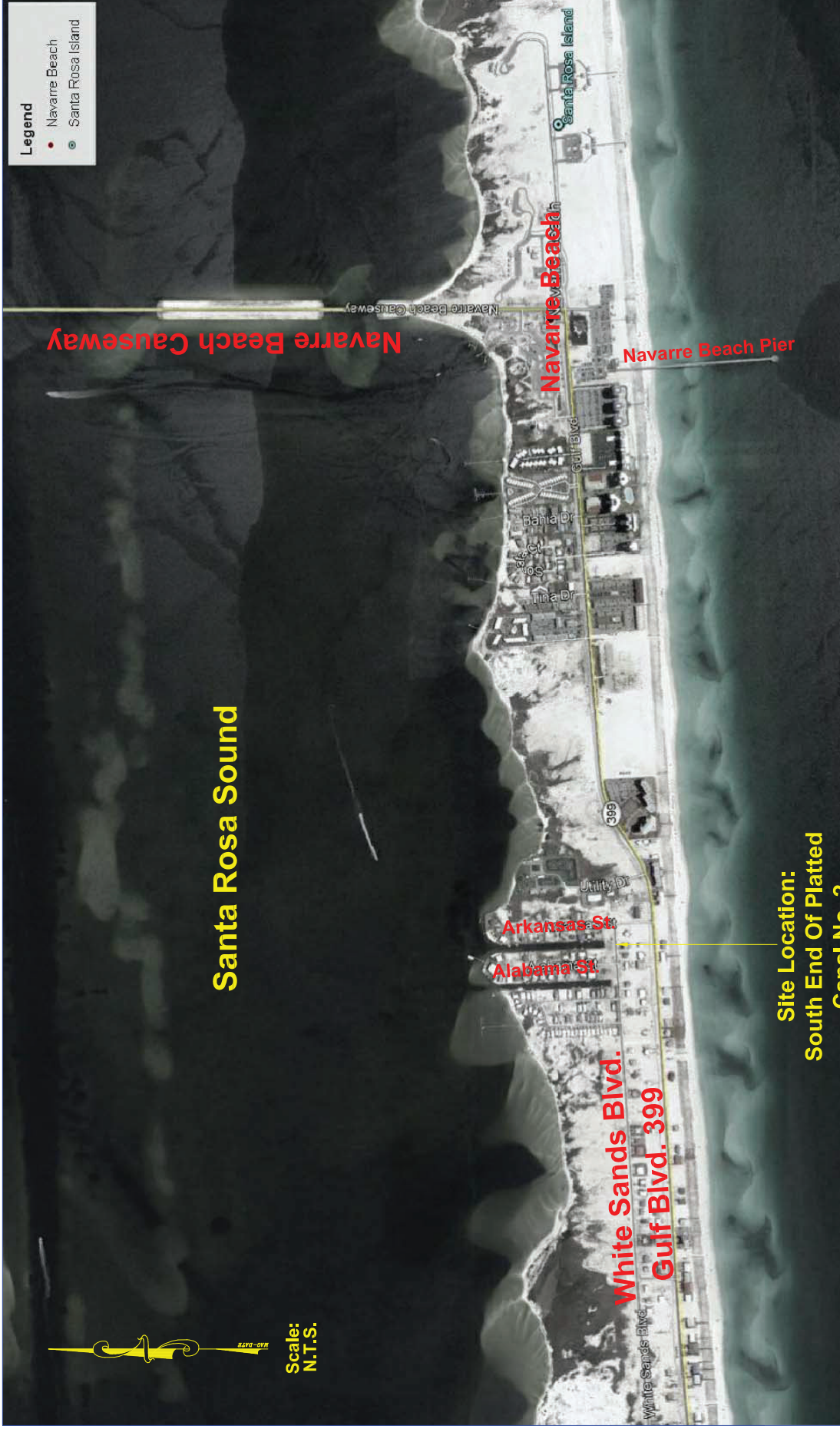
**Wildlife Alert:**

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

cell \*FWC or #FWC







# Santa Rosa Sound

Scale:  
N.T.S.

Site Location:  
South End Of Platted  
Canal No. 2  
Lat.= 30°22'43.19" N  
Long.= 86°52'56.74" W

Google Earth  
Image © 2020 TerraMetrics  
© 2020 Google

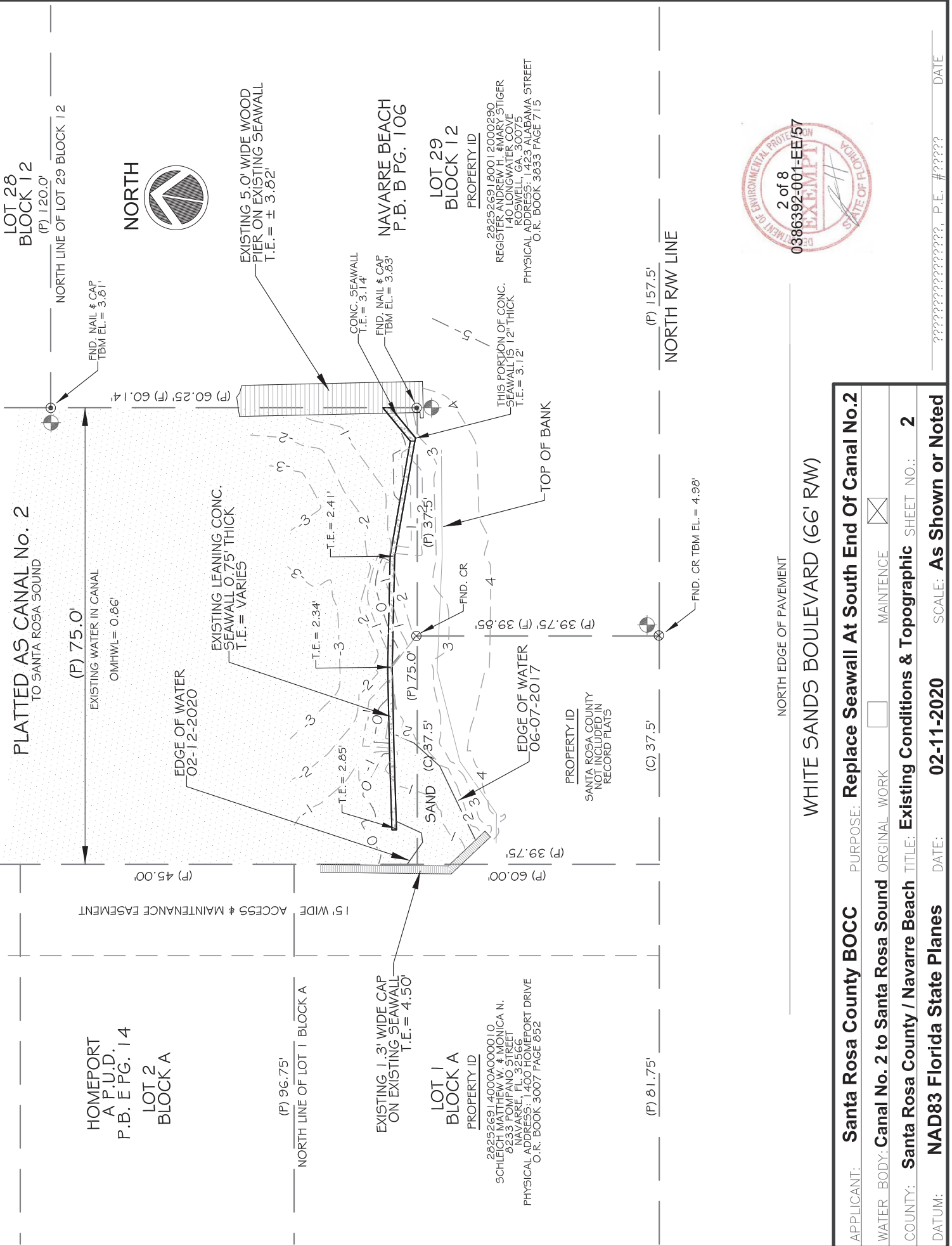
# Gulf Of Mexico



APPLICANT:	Santa Rosa County BOCC	PURPOSE:	Replace Seawall At South End Of Canal No.2		
WATER BODY:	Canal No. 2 to Santa Rosa Sound	ORIGINAL WORK	<input type="checkbox"/>	MAINTENANCE	<input checked="" type="checkbox"/>
COUNTY:	Santa Rosa County / Navarre Beach	TITLE:	Project Location Map	SHEET NO.:	1
DATUM:	NAD83 Florida State Planes	DATE:	02-11-2020	SCALE:	As Shown or Noted

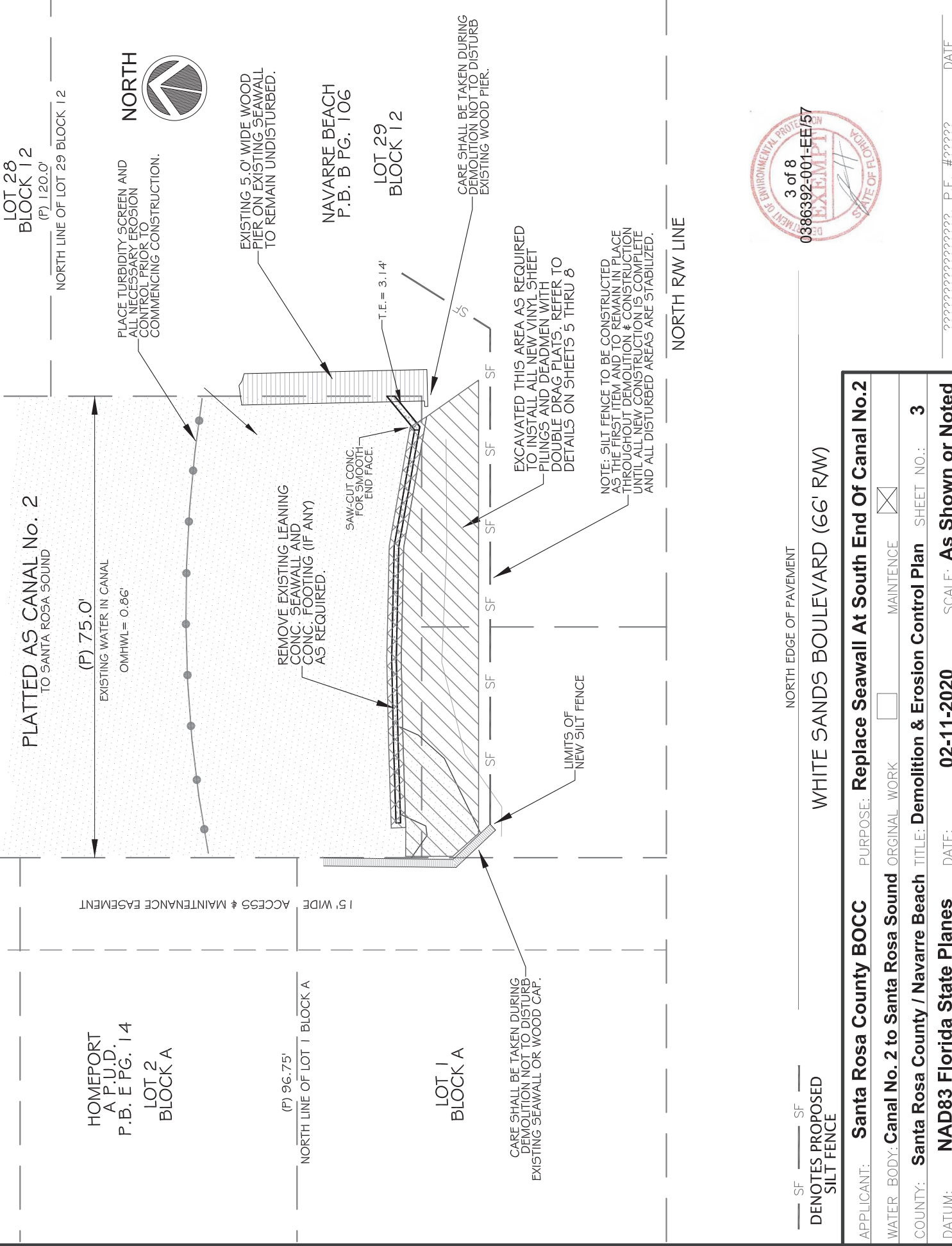
????????????????, P.E. #????? DATE





APPLICANT:	<b>Santa Rosa County BOCC</b>	PURPOSE:	<b>Replace Seawall At South End Of Canal No.2</b>
WATER BODY:	<b>Canal No. 2 to Santa Rosa Sound</b>	ORIGINAL WORK	<input type="checkbox"/>
		MAINTENANCE	<input checked="" type="checkbox"/>
COUNTY:	<b>Santa Rosa County / Navarre Beach</b>	TITLE:	<b>Existing Conditions &amp; Topographic</b>
		SHEET NO.:	<b>2</b>
DATUM:	<b>NAD83 Florida State Planes</b>	DATE:	<b>02-11-2020</b>
		SCALE:	<b>As Shown or Noted</b>

DATE: \_\_\_\_\_ P.E. #????? DATE: \_\_\_\_\_



LOT 28  
BLOCK 12  
(P) 120.0'  
NORTH LINE OF LOT 29 BLOCK 12



PLACE TURBIDITY SCREEN AND ALL NECESSARY EROSION CONTROL PRIOR TO COMMENCING CONSTRUCTION.

EXISTING 5.0' WIDE WOOD PIER ON EXISTING SEAWALL TO REMAIN UNDISTURBED.

NAVARRA BEACH  
P.B. B PG. 106

LOT 29  
BLOCK 12

CARE SHALL BE TAKEN DURING DEMOLITION NOT TO DISTURB EXISTING WOOD PIER.

T.E. = 3.14'

REMOVE EXISTING LEANING CONC. SEAWALL AND CONC. FOOTING (IF ANY) AS REQUIRED.

SAW-CUT CONC. FOR SMOOTH END FACE.

EXCAVATED THIS AREA AS REQUIRED TO INSTALL ALL NEW VINYL SHEET PILING AND DEADMEN WITH DOUBLE DRAG PLATS. REFER TO DETAILS ON SHEETS 5 THRU 8

NOTE: SILT FENCE TO BE CONSTRUCTED AS THE FIRST ITEM AND TO REMAIN IN PLACE THROUGHOUT DEMOLITION & CONSTRUCTION UNTIL ALL NEW CONSTRUCTION IS COMPLETE AND ALL DISTURBED AREAS ARE STABILIZED.

NORTH RW LINE

PLATTED AS CANAL No. 2  
TO SANTA ROSA SOUND

(P) 75.0'  
EXISTING WATER IN CANAL  
OMHWL = 0.86'

15' WIDE ACCESS & MAINTENANCE EASEMENT

HOMEPORT  
A P.U.D.  
P.B. E PG. 14  
LOT 2  
BLOCK A

(P) 96.75'  
NORTH LINE OF LOT 1 BLOCK A

LOT 1  
BLOCK A

CARE SHALL BE TAKEN DURING DEMOLITION NOT TO DISTURB EXISTING SEAWALL OR WOOD CAP.

SF SF  
DENOTES PROPOSED SILT FENCE

NORTH EDGE OF PAVEMENT

WHITE SANDS BOULEVARD (66' RW)



APPLICANT:	Santa Rosa County BOCC	PURPOSE:	Replace Seawall At South End Of Canal No.2
WATER BODY:	Canal No. 2 to Santa Rosa Sound	ORIGINAL WORK	<input type="checkbox"/>
		MAINTENANCE	<input checked="" type="checkbox"/>
COUNTY:	Santa Rosa County / Navarre Beach	TITLE:	Demolition & Erosion Control Plan
		DATE:	02-11-2020
DATUM:	NAD83 Florida State Planes	SHEET NO.:	3
		SCALE:	As Shown or Noted

DATE: P.E. #????? ????-??-??

PLATTED AS CANAL No. 2  
TO SANTA ROSA SOUND

(P) 75.0'

EXISTING WATER IN CANAL

OMHWL = 0.86'

PLACE TURBIDITY SCREEN  
COMMENCING CONSTRUCTION.



EXISTING 1.3'  
WIDE CAP  
ON EXISTING  
SEAWALL  
T.E. = 4.50'

NEW SEAWALL  
TE = 3.12'

NEW WOOD CAP  
NOT SHOWN.

EXISTING 5.0' WIDE WOOD  
PIER ON EXISTING SEAWALL  
T.E. = ± 3.82'

ABOUT (NO GAPS) NEW VINYL  
SEAWALL AS REQUIRED TO  
EXISTING VINYL SEAWALL.

REMAINING PORTION OF CONC.  
SEAWALL IS 1.2" THICK T.E. = 3.12'  
ABOUT (NO GAPS) NEW VINYL  
SEAWALL AS REQUIRED.

LIMITS OF FILL AND SEED & MULCH  
SHALL BE AT THE EXTREMES OF THE  
EXCAVATED AND DISTURBED AREAS

INSTALL 70 LF OF NEW VINYL SEAWALL  
(EVERLAST 8.5 SERIES) TE = 3.12'  
INSTALLED PER MANUFACTURER'S  
SPECIFICATIONS, WITH CCA PRESSURE  
TREATED 2" X 8" WOOD CAP AND WOOD  
WALES. REFER TO PLAN AND SECTION  
VIEWS ON SHEETS 5 AND 6

FILL THE ENTIRE EXCAVATED  
AREA WITH CLEAN BACKFILL  
MATERIAL. REFER TO GENERAL  
NOTES ON SHEET 7 RE-GRADE  
AREA TO ORIGINAL SLOPE AND  
STABILIZE WITH SEED & MULCH.

NOTE: SILT FENCE TO BE CONSTRUCTED  
AS THE FIRST ITEM AND TO REMAIN IN PLACE  
THROUGHOUT DEMOLITION & CONSTRUCTION  
UNTIL ALL NEW CONSTRUCTION IS COMPLETE  
AND ALL DISTURBED AREAS ARE STABILIZED.

PLACE 5" DIA. X 6.0' LONG DEADMAN  
WITH DOUBLE 1" X 8" X 12" DRAG PLATS  
(PER EACH DEADMAN) AT 6.0' O.C. ALONG  
NEW SEAWALL. REFER TO SHEETS 5 AND 6

WHITE SANDS BOULEVARD (66' RW)



APPLICANT:	<b>Santa Rosa County BOCC</b>	PURPOSE:	<b>Replace Seawall At South End Of Canal No.2</b>
WATER BODY:	<b>Canal No. 2 to Santa Rosa Sound</b>	ORIGINAL WORK	<input type="checkbox"/>
		MAINTENANCE	<input checked="" type="checkbox"/>
COUNTY:	<b>Santa Rosa County / Navarre Beach</b>	TITLE:	<b>Proposed New Vinyl Seawall</b>
		DATE:	<b>02-11-2020</b>
DATUM:	<b>NAD83 Florida State Planes</b>	SHEET NO.:	<b>4</b>
		SCALE:	<b>As Shown or Noted</b>

**NOTE:** LIMITS OF FILL AND SEED & MULCH SHALL BE AT THE EXTREMES OF THE EXCAVATED AND DISTURBED AREAS.

STAGGER JOINTS OF FRONT AND REAR WALES.

REAR WALES SHALL BE BOLTED TO FRONT WALES WITH 1/2" DIA. 316 S.S. CARRAGE BOLT OR ALL-THREAD AT 5.0' O.C.

SECURE NEW VINYL SHEET PILES TO WOOD WALES WITH 5/16" x 2-1/2" S.S. LAG SCREWS.

WOOD CAPS SHALL BE SECURED TO WALES WITH #10 x 3" S.S. DECK SCREWS.

WEEP HOLES INSTALLED AT 6 FOOT O.C. AND 6 INCHES (MIN.) ABOVE O.M.H.W.L.

LANDWARD SIDE

**NOTE:** FINISH TOP ELEVATION OF NEW VINYL SEAWALL SHALL BE 3.12'

SECTION DEPTH 10"

EXCAVATE 10.0' OF SOIL BEHIND PROPOSED SEAWALL. CONSTRUCT NEW SEAWALL. PLACE FILTER FABRIC ALONG ENTIRE LENGTH OF WALL. FILL WITH CLEAN SAND.

DOUBLE 1" X 8" X 12" DRAG PLATS, PER EACH DEADMAN.

SINGLE CCA PRESSURE TREATED 2" X 8" REAR WOOD WALE ON BACK.

DOUBLE CCA PRESSURE TREATED 2" X 8" WOOD FRONT WALES.

ORIGINAL SLOPE OF EXISTING GRADE

Φ T.S.W. SEE NOTE

3/4" (MIN.) 316 STAINLESS STEEL TIE ROD AT 6.0' O.C.

PLACE 5" DIA. X 6.0' LONG DEADMAN AT 6.0' ALONG WALL.

ORIGINAL SLOPE OF EXISTING GRADE

APPROXIMATELY 2" FROM SOUTH LINE OF PLATTED CANAL No. 2

PLATTED AS CANAL No. 2 TO SANTA ROSA SOUND

EXISTING WATER IN CANAL

OMHWL = 0.86

FILL ENTIRE EXCAVATED AREA BEHIND NEW VINYL SEAWALL WITH CLEAN FILL MATERIAL. REFER TO GENERAL NOTES ON SHEET 7. REGRADE TO ORIGINAL SLOPE, SEED AND MULCH ALL DISTURBED AREAS.

ORIGINAL SLOPE OF EXISTING GRADE

PLACE FILTER FABRIC ALONG ENTIRE LENGTH OF NEW SEAWALL.

FACE OF NEW VINYL SEAWALL INSTALL 70 LF OF NEW VINYL SEAWALL (EVERLAST 8.5 SERIES) TE = 3.12' INSTALLED PER MANUFACTURERS SPECIFICATIONS

**NOTE:** WOOD CAPS, AND S.S. HARDWARE NOT GRAPHICALLY SHOWN FOR CLARITY. REFER TO NOTE



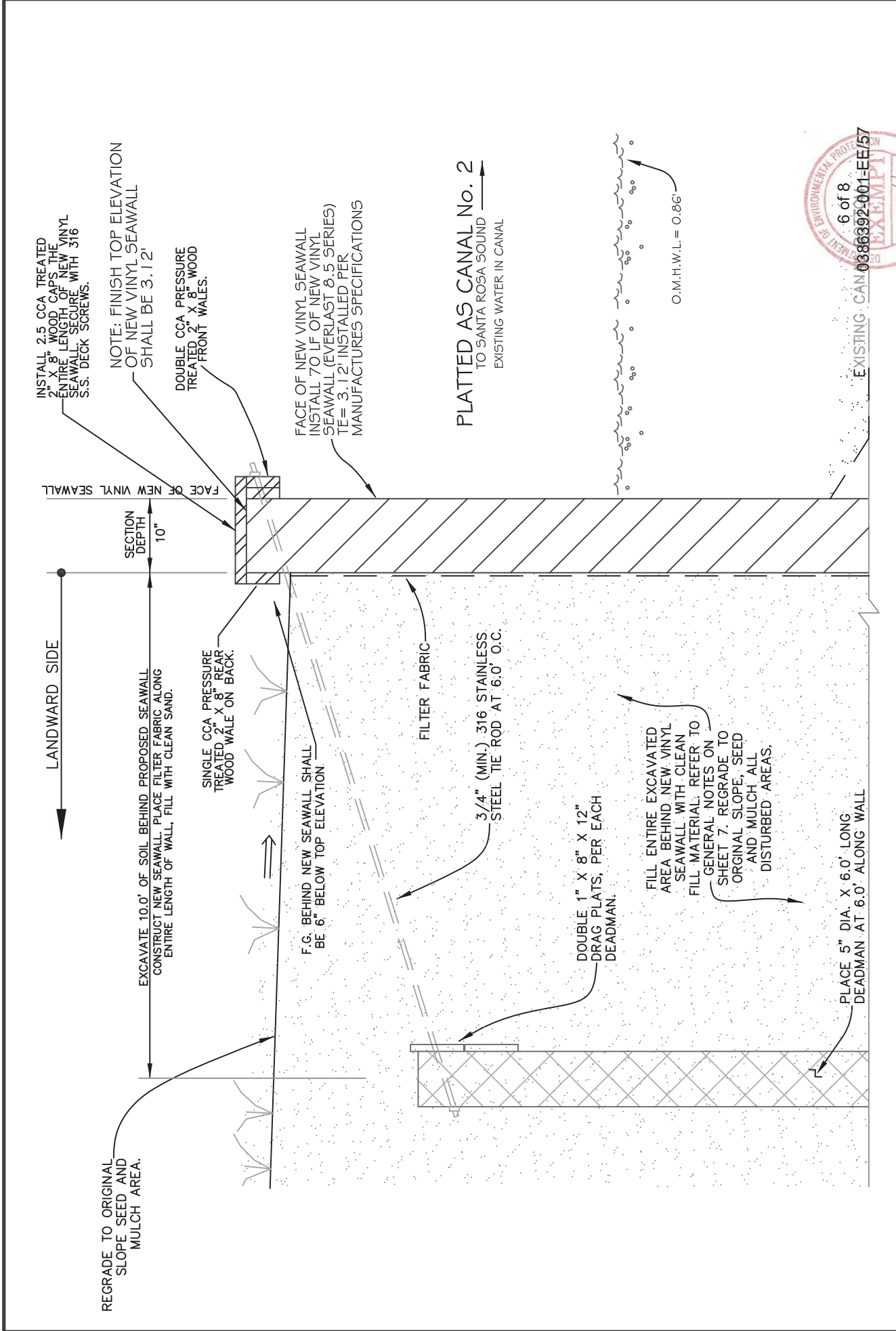
APPLICANT: **Santa Rosa County BOCC** PURPOSE: **Replace Seawall at South End of Canal No.2**

WATER BODY: **Canal No. 2 to Santa Rosa Sound** ORIGINAL WORK  MAINTENANCE

COUNTY: **Santa Rosa County / Navarre Beach** TITLE: **Typical Vinyl Seawall Plan View** SHEET NO.: **5**

DATUM: **NAD83 Florida State Planes** DATE: **02-11-2020** SCALE: **As Shown or Noted**

DATE: \_\_\_\_\_ P.E. # ?????



APPLICANT:	<b>Santa Rosa County BOCC</b>	PURPOSE:	<b>Replace Seawall At South End Of Canal No.2</b>
WATER BODY:	<b>Canal No. 2 to Santa Rosa Sound</b>	ORIGINAL WORK	<input type="checkbox"/>
COUNTY:	<b>Santa Rosa County / Navarre Beach</b>	MAINTENANCE	<input checked="" type="checkbox"/>
DATUM:	<b>NAD83 Florida State Planes</b>	DATE:	<b>02-11-2020</b>
		TITLE:	<b>Typical Vinyl Seawall Section View</b>
		SCALE:	<b>As Shown or Noted</b>
		SHEET NO.:	<b>6</b>

DATE: \_\_\_\_\_ P.E. #????? P.L. #?????



**GENERAL NOTES:**

1. ALL SUITABLE EXCESS MATERIAL EXCAVATED AND NOT REUSED AS FILL MATERIAL SHALL BE REMOVED FROM SITE. EXCAVATED SOIL MAY BE REUSED IF SOIL IS FREE OF ORGANIC OR UNSUITABLE MATERIAL. NEW OR REUSED MUST BE CLEAN SOIL MEETING NAVARRA BEACH REQUIREMENTS.
2. ALL DEMOLITION MATERIALS SHALL BE REMOVED FROM SITE DAILY. ANY DAMAGE TO EXISTING STRUCTURES AND IMPROVEMENTS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTORS EXPENSE.
3. ANY PUBLIC LAND CORNER WITHIN LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IMMEDIATELY. ALL PUBLIC CORNERS DISTURBED SHALL BE RESET AT CONTRACTORS EXPENSE.
4. SANTA ROSA COUNTY SHALL OBTAIN NECESSARY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) AND/OR US ARMY CORPS. PERMITS. ALL OTHER REQUIRED PERMITS WILL BE THE CONTRACTORS RESPONSIBLE.
5. DEPTH OF EXCAVATION BEHIND NEW SEAWALL SHALL BE THE DEPTH REQUIRED FOR THE CONTRACTOR TO FULLY COMPLETE THE INSTALLATION OF THE SHEET PILES (NEW SEAWALL) AND ALL DEADMAN.
6. NEW SEAWALL SHALL BE EVERLAST ESP 8.5 SERIES VINYL SHEET PILES INSTALLED PER MANUFACTURE SPECIFICATIONS. REFER TO PROJECT MANUAL SHEET PILE SPECIFICATIONS. APPROVED EQUALS MAY BE USED IF APPROVED BY PROJECT ENGINEER PRIOR TO BID OPENING.
7. ALL STAINLESS STEEL USED ON PROJECT, INCLUDING NAILS, SCREWS, NUTS - BOLTS, AND 3/4" TIE-BACK RODS SHALL BE 316 STAINLESS, UNLESS NOTED OTHERWISE ON PLANS.
8. ALL WOOD USED ON PROJECT SHALL BE CCA MARINE PRESSURE TREATED. THIS INCLUDES WALES AND SEAWALL WOOD CAPS.
9. SECURE GEO-TEXTILE FILTER FABRIC ALONG THE ENTIRE LENGTH OF NEW SEAWALL PRIOR TO PLACEMENT OF CLEAN FILL MATERIAL.
10. WOOD CAP SHALL BE SECURED TO WALES WITH 3 16 STAINLESS STEEL DECK SCREWS, FLUSH MOUNT.
11. SHEET PILING LENGTH WILL BE APPROXIMATELY 15 FEET, WITH A MINIMUM OF 9 FEET PUMPED INTO CANAL No. 2 SANDY BOTTOM. CONTRACTOR SHALL COORDINATE WITH SHEET PILING MANUFACTURE.
12. PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL PLACE SILTATION FENCE ON THE SUBJECT PROPERTY WHERE APPLICABLE OR AS INDICATED ON THE PLANS. SILTATION FENCE IS TO REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE AND ALL DISTURBED AREAS ARE STABILIZED.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL TEMPORARY EROSION CONTROL MEASURES AS REQUIRED TO ENSURE NO SEDIMENTS ARE TRANSPORTED OFF-SITE VIA STORMWATER RUN-OFF.

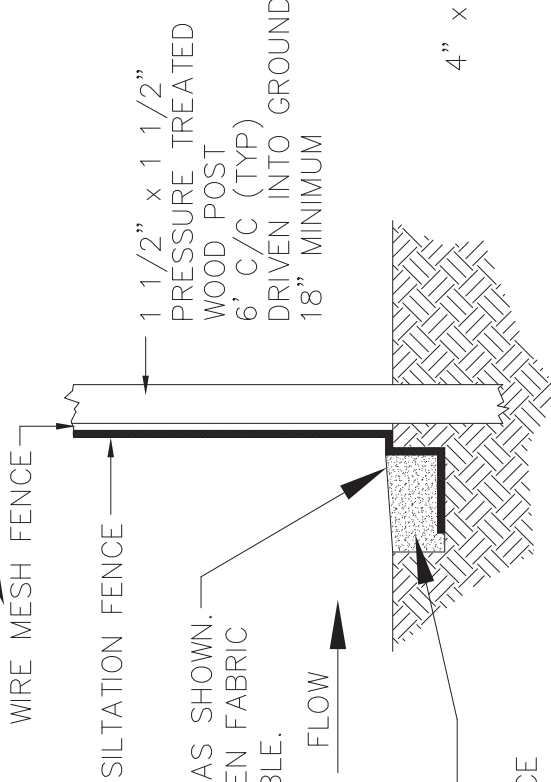
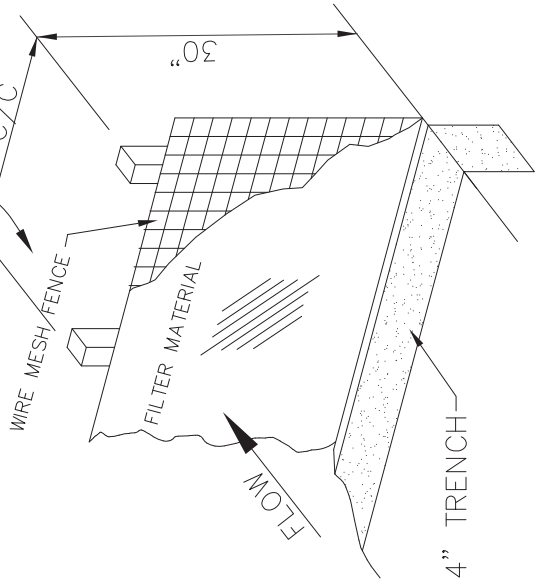


APPLICANT:	<b>Santa Rosa County BOCC</b>	PURPOSE:	<b>Replace Seawall At South End Of Canal No.2</b>
WATER BODY:	<b>Canal No. 2 to Santa Rosa Sound</b>	ORIGINAL WORK	<input type="checkbox"/>
		MAINTENANCE	<input checked="" type="checkbox"/>
COUNTY:	<b>Santa Rosa County / Navarre Beach</b>	TITLE:	<b>General Construction Notes</b>
		DATE:	<b>02-11-2020</b>
DATUM:	<b>NAD83 Florida State Planes</b>	SCALE:	<b>As Shown or Noted</b>
		SHEET NO.:	<b>7</b>



NOTE: CONTRACTOR SHALL PLACE SILTATION FENCE DOWNSTREAM OF DISTURBED AREAS AS REQUIRED TO PREVENT THE TRANSPORT OF SEDIMENTS OUT OF THE PROJECT AREA VIA STORMWATER. SILTATION FENCES SHALL MAINTAINED THROUGHOUT THE PROJECT UNTIL ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED.

NOTE: WIRE MESH IS OPTIONAL  
CONTRACTOR TO DECIDE IF FIELD CONDITIONS  
REQUIRE WIRE MESH...



NOTE  
FABRIC MUST BE ENTRENCHED AS SHOWN.  
INSTALLATION WITH GAP BETWEEN FABRIC  
AND GROUND IS NOT ACCEPTABLE.

EXCAVATE 4"X4" TRENCH,  
BURY BOTTOM 1.0' MIN. OF  
FABRIC, AND TAMP IN PLACE

SILT FENCE DETAIL  
NTS



APPLICANT:	<b>Santa Rosa County BOCC</b>	PURPOSE:	<b>Replace Seawall At South End Of Canal No.2</b>
WATER BODY:	<b>Canal No. 2 to Santa Rosa Sound</b>	ORIGINAL WORK	<input type="checkbox"/>
		MAINTENANCE	<input checked="" type="checkbox"/>
COUNTY:	<b>Santa Rosa County / Navarre Beach</b>	TITLE:	<b>Silt Fence Detail</b>
		DATE:	<b>02-11-2020</b>
DATUM:	<b>NAD83 Florida State Planes</b>	SCALE:	<b>As Shown or Noted</b>
		SHEET NO.:	<b>8</b>

??????????????????, P.E. #????? DATE



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## BID SUBMISSION CHECKLIST

ITB 21-059 Canal #2 Seawall Replacement, Navarre Beach

Contractor: Orange Beach Pile Protection LLC

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Bid Bond
- Bid Form
- Schedule of Values, Unit Pricing
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- References Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained. The workers' compensation coverage provided by the contractor performing the work should include USL&H coverage Addendum (s) if any
- General Contractors license
- proof of active status with State of Florida Division of Corporations (Sunbiz.org)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: Orange Beach Pile Protection LLC

By: William Franklin  
(Print)

Signature: William Franklin

Title: owner

Date: 9/29/21



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## ADDENDUM FORM

To: Planholders  
From: Procurement Office  
Date: September 8, 2021  
Ref: Addendum #1 for ITB 21-059 Canal #2 Seawall Replacement, Navarre Beach

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

### QUESTIONS AND ANSWERS:

1. Is the 150yd<sup>3</sup> excavation to be removed from the site and replaced with new, or may it be used to backfill wall?

If the material removed is suitable for backfill, then it can be reused.

2. Will the contractor be required to pull a county building permit for this project? If so, will the county furnish drawings signed/sealed by P.E. (as required by BID) to pull that permit?

Yes, the seawall will need a building permit. Signed/sealed plans are available for the project and permitting.

3. What is the basis for \$1015/day L.D.'s? This is no entity, governmental or private, that could sustain a net operating loss from project delays on this site.

The liquid damages will be assessed if the project is delayed by the contractor's self-imposed delays. Material delivery delays and/or rain/weather delays will be reviewed and will be added to the contract time if approved. LD's are needed for assurance that the project is completed within a reasonable time period.

This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

NAME/TITLE: William Frankfurter SIGNATURE: William Frankfurter  
COMPANY: Orange Beach Pier Protection DATE: 9/29/21

End of Addendum #1





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## BID FORM

*SRC Procurement Form Memo 025\_01\_091619*

(May be copied by the Bidder on his own letterhead)

TO: Santa Rosa County Procurement Department  
Attention Procurement Officer  
6495 Caroline Street, Suite L  
Milton, Florida 32570

REFERENCE: **ITB 21-059 Canal #2 Seawall Replacement, Navarre Beach**

Total Bid Price: \$ 50,789.15

To whom it may concern,

I, William Frankin have received and reviewed the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **ITB 21-059 Canal #2 Seawall Replacement, Navarre Beach**, prepared by Santa Rosa County Engineering, 6051 Old Bagdad Highway, Suite 300, Milton, Florida 32570.

I have also received Addenda Numbers 1 and have included their provisions in my Bid.

In submitting the Bid, I agree:

1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within 10 (ten) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the Contract Documents.
5. To commence work under this Contract on or before a date to be specified in written "Notice of Proceed" by the County Attorney and to complete project within Sixty (60) calendar days thereafter.
6. To pay as liquidated damages, the sum of **\$1,015.00** for each consecutive calendar day after completion date, as called for in the Contract Agreement as modified.
7. Provide Santa Rosa County with performance Bonds and adhere to Supplementary Conditions.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

I will construct this project for the lump sum price of:

Total Bid fifty thousand seven hundred \$ 50,789 . 15  
eighty-nine dollars +  
cents

*This is a lump sum project. The purpose for providing a bid format is to provide unit prices in case of change order. There is no implied statement by the engineer or Santa Rosa County as to the accuracy of the stated quantities within the bid tab or that the bid tab is all inclusive of the work items within the plans. It is the contractor's responsibility to carefully review the plans, specifications, and project to determine what is needed to do the whole job, and to reflect this in his LUMP SUM BID. This basis of award will be the total base bid for the project.*

FIRM: Orange Beach Pile Protection, LLC

BY (print): William Franklin

SIGNATURE: William Franklin

TITLE: owner

DATE: 9/29/21

MAILING ADDRESS 680 Riola Place  
Pensacola, FL 32506

PHONE (850) 780-3134 FAX ( ) N/A

EMAIL orange.beach.pile.protection@gmail.com

**Canal #2 Seawall Replacement  
Navarre Beach**

**Schedule of Unit Prices**

**PAGE 1 OF 1**

Unit prices are attached for informational purposes. Change orders and progress payments will be based on unit prices provided. Quantities are engineer's **ESTIMATE** and are to be used as a guide. **All quantities are in-place measure.** Contractor should make their own adjustments to price to include labor, transportation, compaction, etc. **Schedule of unit prices to be turned in with Bid Package**

No.	Item	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	1	7.25	7.25
2	Demolition	LS	1	6382	6382
3	Silt Fence	LF	100	.75	.75
4	Turbidity Screen	LF	100	13.05	1305
5	Excavation (In place measure and estimate only)	CY	150	8.66	1300
6	Everlast 8.5 Series Vinyl Seawall and all associated materials, including Deadman	LS	1	35,802.75	35,802.75
7	CCA Pressure Treated 2" x 8" wood cap and all associated materials	LF	375	3.32	1247
8	Earthfill with grading and leveling	CY	150	29	4350
9	Seed and mulch	SY	250	2.90	725

TOTAL BID = 750,789.15





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

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

Robert F. Kirk II  
Name

Robert F. Kirk  
Signature (Authorized Signer)

9/29/2024  
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA  
COUNTY OF: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Notary Public



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONE OF SILENCE FORM

*SRC Procurement Form COS 013\_01\_091619*

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, William Franklin representing Orange Beach Pie Protection LLC  
(Print) (Company)

On this 29 day of September 2021 hereby agree to abide by the County’s “Cone of Silence” clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

William Franklin  
(Signature)





**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

**SWORN STATEMENT UNDER SETION 287.133 (3) (A)  
FLORIDA STATUTE ON PUBLIC ENTITY CRIMES**

*SRC Procurement Form SSPEC 016 01 091619*

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid, Proposal or Contract for: Canal # 2 Seawall Replacement + 1 B Seawall Replacement
2. This sworn statement is submitted by Orange Beach Pile Protection, whose business address is, 680 Viola Place Pensacola FL, and (if applicable) Federal Employer Identification Number (FEIN) is 81-5225401 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is William Franklin and my relationship to the entity named above is \_\_\_\_\_ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" 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 an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. 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 the state or of the United States with the legal power to enter into a binding contract provision of goods or services let 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.







**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

**DEBARMENT FORM**

*SRC Procurement Form Debar 022\_00\_082719*

**Certification Regarding Debarment, Suspension, And Other Responsibility Matters**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: William Franklin Title: owner  
 Signature: William Franklin  
 Firm: Orange Beach Tree Protection, LLC  
 Street Address: 1680 Kule's Place  
 City: Pensacola  
 State: FL Zip Code: 32506  
 Solicitation Name FB-21-059 Canal #2 # XX-XXX \_\_\_\_\_





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## REFERENCES FORM

SRC Procurement Form Memo 024\_00\_082719

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Orange Beach Pier Protection LLC  
PROPOSAL POINT OF CONTACT Robert Kirk PHONE 850-255-1155  
EMAIL orangebeachpierprotection@gmail.com

### REFERENCE 1.

PROJECT NAME: Pilings /dock removal  
AGENCY: \_\_\_\_\_  
ADDRESS: 10421 Swanphouse Rd.  
CITY, STATE, ZIP CODE: Pensacola FL  
CONTACT PERSON: Dustin Reeves  
TITLE: owner  
EMAIL: Swanphouse850@gmail.com  
TELEPHONE: 850-255-1155  
PROJECT COST: approx. 20K  
COMPLETION DATE: 9/28/21

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

Pier & dock removal

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Robert Kirk, Josh Wannauer





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## REFERENCE II.

PROJECT NAME: William Boyce  
 AGENCY: \_\_\_\_\_  
 ADDRESS: 2912 Oak Harbor Dr.  
 CITY, STATE, ZIP CODE: Daytone FL  
 CONTACT PERSON: Bill Boyce  
 TITLE: none  
 EMAIL: bill.boyce@msn.com  
 TELEPHONE: 820-449-0027  
 PROJECT COST: 14,550  
 COMPLETION DATE: 9/15/21

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

per request.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Robert Funk

## REFERENCE III.

PROJECT NAME: Todd Vandal  
 AGENCY: \_\_\_\_\_  
 ADDRESS: 5583 Ponte Verde  
 CITY, STATE, ZIP CODE: Pensacola, FL  
 CONTACT PERSON: Todd Vandal  
 TITLE: \_\_\_\_\_  
 EMAIL: jainie.vandala@ylnh.com  
 TELEPHONE: 817-657-8612  
 PROJECT COST: 23,500  
 COMPLETION DATE: 9/21/21

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

seawall & dock removed

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Robert Funk



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

### REFERENCE IV.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

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

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

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

### REFERENCE V.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

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

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

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





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027\_00\_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

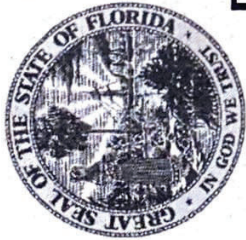
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: \_\_\_\_\_ No:  \_\_\_\_\_

Name(s)	Position(s)
_____	_____
_____	_____
_____	_____
_____	_____

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: Orange Beach Pile Protection, LLC  
 BY (PRINTED): William Franklin  
 BY (SIGNATURE): William Franklin  
 TITLE: owner  
 ADDRESS: 680 Rola Place State FL Zip Code 32524  
 PHONE NO: 850-780-3136  
 E-MAIL: orangebeachpileprotection@gmail.com  
 Date: 7/29/21



Ron DeSantis, Governor

Julie I. Brown, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**FRANKLIN, WILLIAM DEAN**

ORANGE BEACH PILE PROTECTION LLC

680 RIOLA PLACE

PENSACOLA FL 32506

**LICENSE NUMBER: CGC1527684**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
 ORANGE BEACH PILE PROTECTION LLC

### Filing Information

**Document Number** M21000003268  
**FEI/EIN Number** 81-5225401  
**Date Filed** 03/19/2021  
**State** AL  
**Status** ACTIVE

### Principal Address

680 RIOLA PLACE  
 PENSACOLA, FL 32506

### Mailing Address

680 RIOLA PLACE  
 PENSACOLA, FL 32506

### Registered Agent Name & Address

UNITED STATES CORPORTION AGENTS, INC.  
 5575 S. SEMORAN BLVD  
 SUITE 36  
 ORLANDO, FL 32822

### Authorized Person(s) Detail

#### **Name & Address**

Title MBR  
  
 FRANKLIN, WILLIAM  
 680 RIOLA PLACE  
 PENSACOLA, FL 32506

### Annual Reports

**No Annual Reports Filed**

### Document Images

[03/19/2021 -- Foreign Limited](#) [View image in PDF format](#)

Florida Department of State, Division of Corporations





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/18/2021

**PRODUCER**  
A PLUS INSURANCE SERVICES, INC.  
1149 CREIGHTON ROAD, STE. 3  
PENSACOLA, FL 32504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
ORANGE BEACH PILE PROTECTION LLC  
4617 PINE BLVD  
ORANGE BEACH, ALABAMA 36561

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	MARKEL AMERICAN INSURANCE CO.	
INSURER B		
INSURER C		
INSURER D		
INSURER E		

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	B-4010944A	03/24/2021	03/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
DOCK & SEAWALL REPAIR & MAINTENANCE

### CERTIFICATE HOLDER

SANTA ROSA COUNTY DEVELOPMENT SERVICES  
6051 OLD BAGDAD HWY, STE. 202  
MILTON, FL 32583

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL N/A DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
STEVEN GROVES

Exhibit B

**Santa Rosa County  
Insurance Requirements**

**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit. **The workers' compensation coverage provided by the contractor performing the work should include USL&H coverage**

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

## Exhibit C- Civil Rights Clauses

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).



**Exhibit D**  
**VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proposer immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 11/9/21 SIGNATURE: William Franklin  
COMPANY: Orange Beach Pile Protection NAME: William Franklin  
(Typed or Printed)  
ADDRESS: 680 Riva Place TITLE: Manager  
Pensacola, FL 32504 E-MAIL: orangebeachpileprotection@gmail.com  
PHONE NO.: 850-750-3134