

CONTRACT

THIS CONTRACT, made this 22nd day of APRIL, 2024 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and EARTH TECH ENTERPRISES, INC a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The CONTRACTOR will commence and complete the construction which includes:

"Sanibel Island Post Hurricane Idalia Emergency Clam Bayou Recovery Project R112.5-R114" component of the "Sanibel Island Post Hurricane Emergency Berm/Beach Recovery Project" as described in the CONTRACT DOCUMENTS (the "WORK")

2. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:
 - A. Construction Plans for "Sanibel Island Post Hurricane Idalia Emergency Clam Bayou Recovery Project R112.5-R114", dated 2/14/2024, as amended during site meeting on 4/18/2024 to limit work to only those areas upland of mean high water
 - B. Specifications for "Sanibel Island Post Hurricane Emergency Berm/Beach Recovery Project" (ITB-PW-4-2023/SK), dated 11/10/2023, including, without limitation, all General Specifications, all General Conditions, Special Provisions, Technical Specifications, and Attachments
 - C. CONTRACTOR'S Proposal dated 4/17/2024
 - D. This CONTRACT
 - E. Change Order(s)
3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.
4. The CONTRACTOR will commence the WORK **no later than April 23, 2024** and will complete the same **on or before April 30, 2024** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **\$75,200.00** said amount being the total "**unit price sum / lump sum price**" as listed on the Contractor's proposal form as submitted for this project.
6. The CONTRACTOR acknowledges and agrees that the OWNER may increase the quantity of excavated and placed sand solely at the discretion of the OWNER and the CONTRACTOR will conduct such excavation and placement at the unit price established in the CONTRACTOR'S Proposal of \$5.50 per cubic yard.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.
8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.
9. The OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:
 - (a) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR's services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."
 - (b) Upon request from the OWNER's custodian of public records, provide the OWNER 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.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.
 - (d) Upon completion of the contract, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER's custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

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:

SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

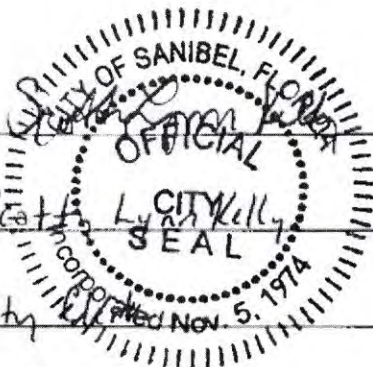
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written

(SEAL)

ATTEST

Name

Title



OWNER

City of Sanibel

By

Name

Title

Dana A. Souza

City Manager

(SEAL)

ATTEST

Name

Title

Richard Bieller

RICHARD BIELLER

CONTROLLER

CONTRACTOR: EARTHTECH ENTERPRISES

By

Name

Title

Email

INC

BEN FIGLEY

VICE PRESIDENT

BEN@EARTHTECHENTERPRISES

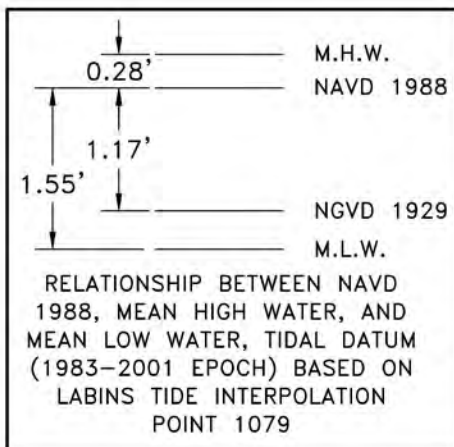
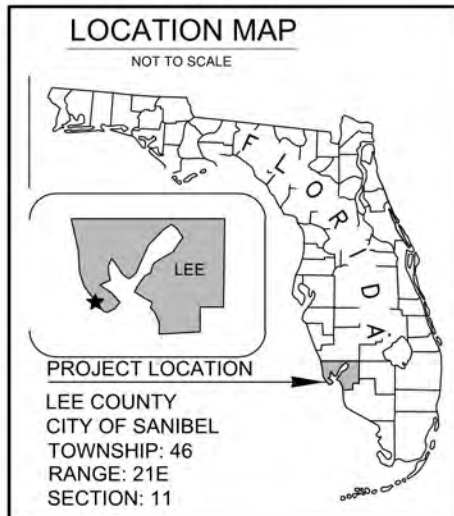
com

Approved as to form

City Attorney

CONSTRUCTION PLANS

SANIBEL ISLAND POST HURRICANE IDALIA EMERGENCY CLAM BAYOU RECOVERY PROJECT R112.5-R114



NOTES:

1. AERIAL PHOTOGRAPH DATED JANUARY 2023 COURTESY OF LEE COUNTY & NOAA (09-2023).
2. COORDINATES SHOWN IN FEET BASED ON THE NORTH AMERICAN DATUM OF 1983, WEST ZONE (NAD83).
3. ELEVATIONS SHOWN IN FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



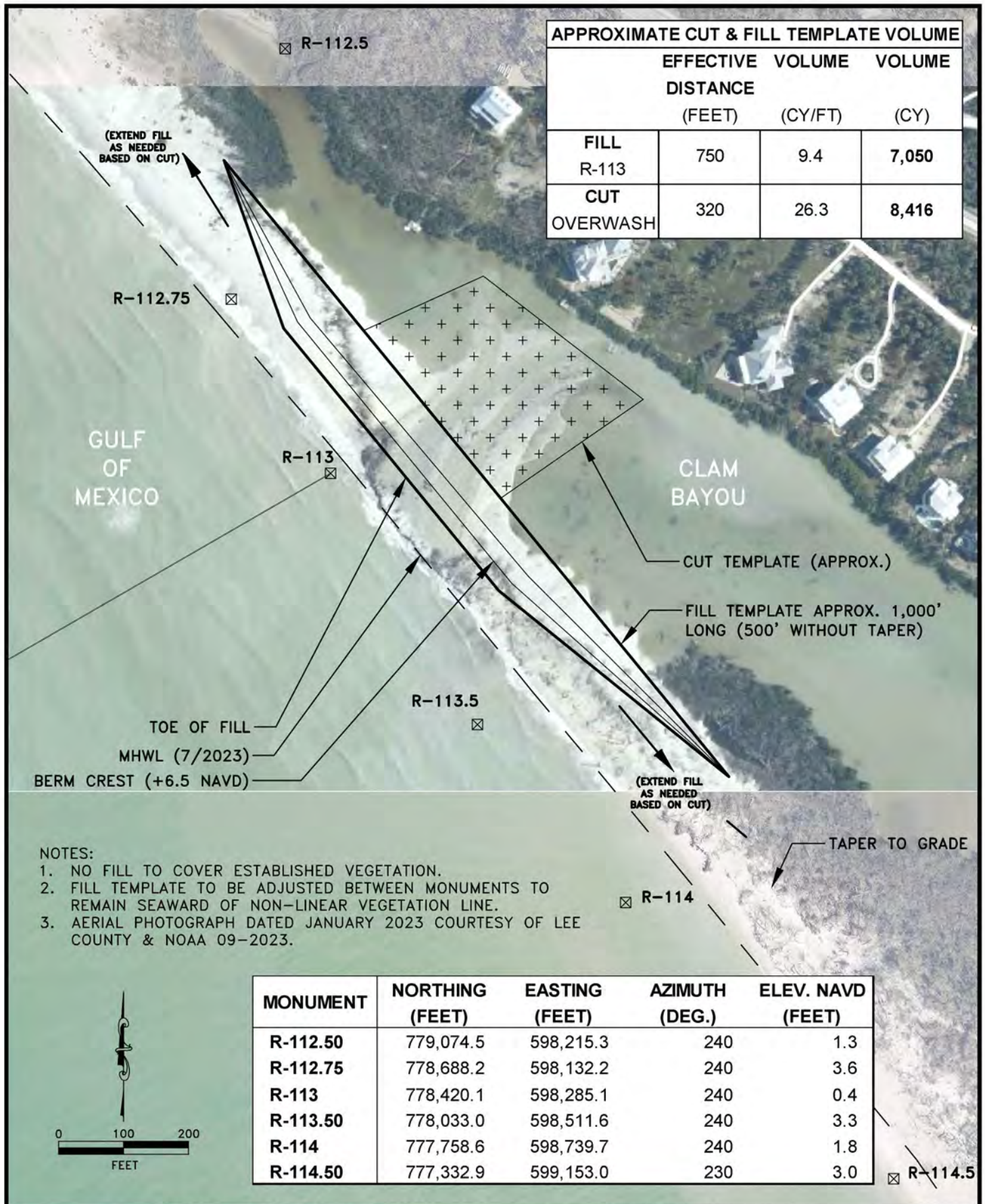
**HUMISTON
& MOORE
ENGINEERS**
COASTAL
ENGINEERING DESIGN
AND PERMITTING

SANIBEL ISLAND POST-STORM EMERGENCY CLAM
BAYOU RECOVERY PROJECT - R112.5-R114

FOR: CITY OF SANIBEL

DATE: 02/16/24	FILE: PLAN	SCALE: SHOWN
JOB: 27008	DATUM: SHOWN	SHEET: 1 OF 4

5679 STRAND COURT
NAPLES, FL 34110
FAX: (239) 594-2025
PHONE: (239) 594-2021
www.humistonandmoore.com

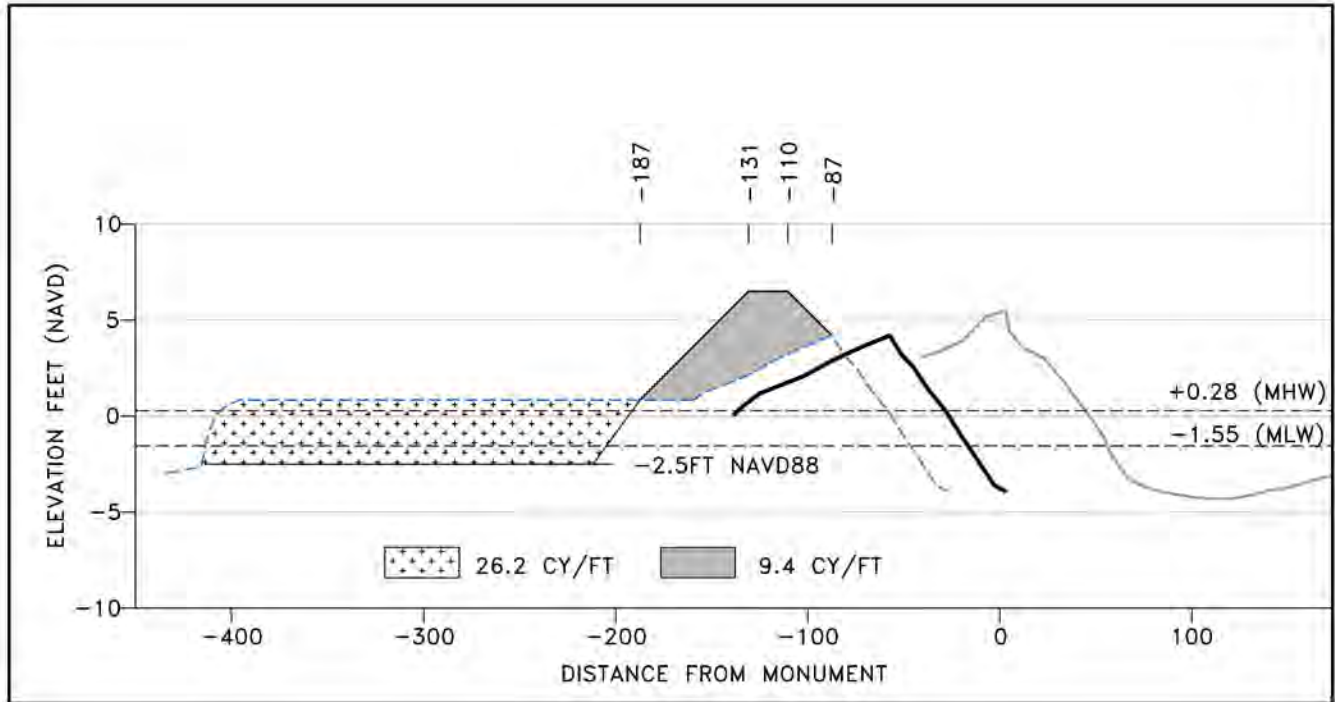


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BAYOU RECOVERY PROJECT - R112.5-R114
FOR: CITY OF SANIBEL
DATE: 02/16/24 FILE: PLAN SCALE: SHOWN
JOB: 27008 DATUM: SHOWN SHEET: 2 OF 4

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BEACH PROFILE R-113 (TYPICAL)



CROSS SECTION LEGEND

-  DESIGN FILL
-  DESIGN CUT
-  POST IDALIA (ESTIMATED)
-  07/2023 POST-IAN SURVEY
-  09/2022 PRE-IAN SURVEY

NOTES:

1. RANGES AND ELEVATIONS REFER TO THE DESIGN TEMPLATE. TEMPLATE TOLERANCE IS ± 3 ".
2. NO FILL TO BE PLACED ON ESTABLISHED VEGETATION.
3. ESTIMATED POST IDALIA PROFILE BASED ON SURVEY BY SDI DATED 7/2023 & TYPICAL PROFILE SHIFT OBSERVED FROM PRE & POST IDALIA SURVEYS FROM "BLIND PASS POST-STORM BEACH NOURISHMENT" TO THE NORTH.



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FOR: CITY OF SANIBEL
DATE: 02/16/24 FILE: PLAN SCALE: SHOWN
JOB: 27008 DATUM: SHOWN SHEET: 3 OF 4

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OBLIQUE AERIALS - 02-25-24



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BAYOU RECOVERY PROJECT - R112.5-R114
FOR: CITY OF SANIBEL
DATE: 02/16/24 FILE: PLAN SCALE: SHOWN
JOB: 27008 DATUM: SHOWN SHEET: 4 OF 4

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6180 Federal Court
Ft. Myers, FL 33905
Phone 239-774-1223
Fax 239-774-1227

Proposal

Date: 4/17/2024

Submitted To:

City of Sanibel

Project Name:

Clam Bayou

ATTENTION

Holly milbrandt, Natural Resource Director

Furnish labor and equipment to excavate over wash and restore dune

Schedule of Values

Item #	Description	Quantity	Measure	Price	Total
	Sitework				
	Mobilization	4	each	\$ 1,500.00	\$ 6,000.00
	Demobilization	4	each	\$ 1,500.00	\$ 6,000.00
	Excavate Over wash and place in berm	8,000	cyd	\$ 5.50	\$ 44,000.00
	Supply field survey and asbuilts	1	ls	\$ 12,000.00	\$ 12,000.00
	Dispose of any unsuitable debris (grapple load) OPTIONAL	1	each	\$ 1,200.00	\$ 1,200.00
	Supply Escourts	5	day	\$ 1,200.00	\$ 6,000.00
					\$ -
					\$ -
					\$ -
	Sitework Total				\$ 75,200.00

NOT INCLUDED; TESTING, PERMITTING,