



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, March 27, 2024 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708 - Spectrum Channel 640
& YouTube Streamed

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1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **PRESENTATIONS (limited to 10 minutes each)**
 4. **PUBLIC COMMENT**

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record. Please limit your comments to five (5) minutes and do not include any topic that is on the agenda. Public comment on agenda items will be allowed when they come up.

If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. It is not mandatory to complete a comment card.

5. **BOARD OF COMMISSIONERS**
 - [A.](#) Board of Commissioners Policy Handbook - Review for Changes
6. **CITY ATTORNEY**
 - [A.](#) Engagement Letter to Serve as Special Magistrate for the City of Madeira Beach
 - [B.](#) Ordinance 2024-04, Special Magistrate - Code Enforcement
 - [C.](#) Ordinance 2024-06, Special Magistrate - Approval Process for Compensation Rate
7. **COMMUNITY DEVELOPMENT**
 - [A.](#) Kimley-Horn Madeira Beach Master Plan Scope of Services Draft

B. Local Mitigation Strategy (LMS) and Community Rating System (CRS) Update

C. Ordinance 2024-02 Open Accessory Structures

D. John's Pass Village Activity Center Zoning Workshops

8. FINANCE

A. Ordinance 2024-05, Fees & Collection Procedures Manual FY 2024 Proposed Update

9. PUBLIC WORKS

A. Approval to Surplus & Purchase a Truck

B. ITB 2023-14 Coastal Groin Restoration Approval

10. ADJOURNMENT

One or more Elected or Appointed Officials may be in attendance.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Clara VanBlargan, City Clerk
DATE: March 5, 2024
RE: BOC Policy Handbook

Background:

In accordance with the City Charter, Section 4.5, Rules of procedure; meetings, the Board of Commissioners must determine its own rules and order of business within 90 days following each election.

Each Commission member is asked to review the BOC Policy Handbook and state what changes they would like made. The BOC Policy Handbook will be amended to include each Commission member's changes for adoption by Resolution at the May 8, 2024, BOC Regular Meeting.

Attachment(s):

Resolution 2023-05, BOC Policy Handbook



**BOARD OF COMMISSIONERS POLICY HANDBOOK
Resolution 2023-05
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ARTICLE I

OFFICIAL COMMUNICATIONS AND REPRESENTATION OF THE CITY PROTOCOL

The City Charter provides information on the roles and responsibilities of the Board of City Commissioners. In accordance with City Charter, Sec. 4.5 (B), the Board of Commissioners shall determine its own rules and order of business by resolution within 90 days following each election. Once adopted by resolution, the legislation must be adhered to until any modifications thereof are made. The Board of Commissioners hereby adopt these policy guidelines describing the protocol for various official communications and representations on behalf of the City of Madeira Beach.

I. OVERVIEW OF ROLES & RESPONSIBILITIES

The roles and responsibilities of elected officials can be found in the City Charter, City Code as well as established past practices.

CITY CHARTER DUTIES

1. Mayor (City Charter, Section 4.3)

- Presides at all meetings of the Board of Commissioners.
- Have a voice and vote in the proceedings of the Commission.
- Recognized as the official head of the City of Madeira Beach, Florida, government for all ceremonial purposes and may issue Proclamations and award the Key to the City.
- Official for service of process (receives lawsuits and other documents on behalf of the City of Madeira Beach).
- Official designated to represent the City of Madeira Beach, Florida, in all agreements with other entities or certifications to other government entities but shall have no administrative duties except as required to carry out the responsibilities herein.

2. Vice-Mayor (City Charter, Section 4.4)

- Appointed by the Board of Commissioners at the first regular or special meeting, which shall be held on or before the last day of the month in which the election was held to serve as Vice-Mayor for a one (1) year term.
- Act as Mayor during the absence or disability of the Mayor. Should the Vice-Mayor be required to act as Mayor for a period in excess of thirty (30) days, he/she shall receive the compensation of the Mayor retroactive to the date upon which he/she assumed the Mayoral duties.

3. Board of Commissioners (City Charter, Article IV)

All members of the Board of Commissioners have equal votes. No Commission member has more authority than any other Commission member. Each Commission member shall fully participate in the Board of Commissioners' meetings and may represent the City at ceremonial and/or formal functions at the request of the Mayor or District Commissioners.

II. GUIDELINES RELATED TO COMMISSION COMMUNICATIONS

1. Ceremonial Events

- Requests for City representative(s) at ceremonial events will be handled by the City Manager's Office. The Mayor serves as the designated City representative for ceremonial purposes. If the Mayor is unavailable to attend, the Vice-Mayor will be asked to represent the City, and if the Vice-Mayor is unavailable, another Commission member will be asked to represent the City. District Commissioners can also represent the City at ceremonial events if requested.
- Invitations received at City Hall by mail or email are presumed to be for official City representation. Invitations addressed to Commission members at their homes are presumed to be unofficial, personal invitations.
- All Commissioners are encouraged to show up and positively represent the City without violating the Sunshine Law.

2. Official Correspondence

- Each Commission member may prepare and send correspondence under their signature on City letterhead, but City letterhead shall not be used for personal or election or campaign correspondence. However, before sending correspondence, the Commission member shall check with the City Manager or the City Clerk to see if an official City response has already been sent or is in progress. A signed copy of the correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- No written commitment or position shall be made by any individual member of the Board of Commissioners on behalf of the City without first having obtained a majority direction from the Board of Commissioners. A copy of all correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- All official and legal correspondence of the City, including contracts, agreements and ordinances, shall be signed by the Mayor or as otherwise provided within the correspondence. In the absence of the Mayor, the Vice-Mayor shall sign on behalf of the City. A copy of all official and legal correspondence of the City shall be given to the City Clerk to be filed as part of the public record.
- All correspondence received at City Hall for the Mayor and Commissioners is considered official mail, excluding anonymous mail, and shall be opened by the City Clerk. Originals shall be filed as part of the public record and a copy of the mail shall be placed in the mailbox of the Commission member to whom the mail was addressed to. Although, anonymous mail is considered a public record it is not considered official mail and will be treated accordingly depending on the nature of its contents.

3. Public Communications

- The Board of Commissioners will endeavor to inform and interact with the public in meaningful and respectful ways that convey accurate information, using the following guidelines:
- Commission members frequently are asked to explain an action made by the Board or to give their opinion about an issue as they meet and talk with constituents in the community. Commission members may give a brief overview of a decision made by the Board or City policy and to refer to City staff for further information.
- Commission members may not overtly or implicitly promise Board of Commissioners action, or to promise City staff will do something specific (i.e., fix a pothole, void a parking ticket, plant new flowers in the median, etc.). Commission members shall make no promises on behalf of the Board of Commissioners.
- Commission members may not make any personal comments, verbal or nonverbal, about other Commission members.
- Commission members may publicly disagree about an issue, but one should refrain from making derogatory and/or inflammatory comments, verbal or nonverbal, about other Commission members, based on their opinions, and actions.
- A Commission member may have the City Manager inform and interact with the public on their behalf.
- Commission members should not give any opinions on issues to be decided by the Board of Commissioners.

III. COMMISSION CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implements and administers the policies of the Board of Commissioners. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. Do not get involved in administrative functions. (City Charter, Section 4.6. C.)

- Board of Commissioners shall not interfere with Administration.

Language as written in City Charter, Section 4.6., B. “*Appointments and removals.*” Neither the Board of Commissioners nor any of its members shall in any manner dictate the *appointment or removal* of any City administrative officer or *employees whom the City Manager or any of his/her subordinates are empowered to appoint*, but the Board of Commissioners may express its views and fully and freely discuss with the Manager anything pertaining to appointment and removal of such officers and employees.”

Language as written in City Charter, Section 4.6., C. *“Interference with administration. Except for the purpose of inquiries and investigation, the Board of Commissioners or its members shall deal with the City officers and its employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Board of Commissioners or its members shall give orders to any such officers or employee, neither publicly nor privately, except as provided under the emergency powers section of this Charter. The Board of Commissioners or any of its committees or members, individually or collectively, shall not direct or request the appointment of any person or his/her removal from, office by the City Manager or any of his/her subordinates or in any manner, directly or indirectly, take part in the appointment or removal of any officers or employees or members of Boards in the Administrative Service of the City of Madeira Beach, Florida. The Board of Commissioners nor any member thereof shall give orders to any subordinate or Officer of said City, either publicly or privately, directly or indirectly.”*

- It is permissible for a Commission member to ask questions of or request information from a City officer or its employees for clarification of an item listed on the agenda in preparation of a meeting, as long as the request is through the City Manager.
- Language as written in City Charter, Section 4.9. Investigations. *“The Board of Commissioners may make investigations into the affairs of the City by appointing a Charter Officer to investigate internal affairs of the City and report their findings to the Board of Commissioners.”*

2. Check with City staff on correspondence before taking action.

Often, the City Manager or City Clerk will be aware of a response already provided on behalf of the City that can be useful to the Board of Commissioners in understanding the status of projects, complaints and other inquiries.

3. Do not attend meetings with City staff unless requested by a department director through the City Manager.

Even if a Commission member does not say anything, his/her presence implies support, shows partiality, intimidates staff, and hampers staff’s ability to do their job objectively.

4. Limit requests for staff support.

Routine secretarial support will be provided to the Board of Commissioners by the City Clerk’s Office. All mail for the Mayor and Commissioners is opened and a copy retained by the City Clerk. Mail addressed to the Mayor that may need immediate response or action may be reviewed first by the City Manager who may note suggested action and/or follow-up items. Depending on the nature of the contents of anonymous mail, the City Attorney will first review it.

Requests for staff support - even in high priority or emergency situations -- shall be made to the City Manager who is responsible for allocating City resources to maintain a professional, well-run City government.

5. Do not solicit political support from staff.

Board of Commissioners shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates and engage in other political activities, but all such activities shall be done away from the workplace. City staff in uniform shall not be asked to pose with candidates for office nor shall City equipment, letterhead, logos, paper, envelopes or other city materials be used in, or to create, political campaign advertisements.

IV. COMMISSION CONDUCT WITH THE PUBLIC

The Board of Commissioners are held to the highest standards of ethics and shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their official position or authority improperly or for personal gain.

1. In Public Meetings

- The Board of Commissioners will only use city issued electronic devices on the dais and/or in a public meeting and refrain from the use of personal electronic devices on the dais and/or in a public meeting, unless authorized by the Board of Commissioners.
- The Board of Commissioners shall make the public feel welcome, which is an important part of the democratic process. No signs of partiality, prejudice or disrespect shall be evident on the part of individual Commission members toward an individual participating in a public forum. Every effort shall be made to be fair and impartial in listening to public testimony. Commission members should be fair and impartial in listening to the public during public comment.
- The public will be given a reasonable opportunity to be heard on a proposition before a board or commission.

Section 286.0114(3), F.S., states that the public's "opportunity to be heard" does not apply to:

- 1) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
- 2) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- 3) A meeting that is exempt from s. 286.011; or
- 4) A meeting during which the board or commission is acting in a quasi-judicial capacity. See AGO 17-01 (s. 286.0114, F.S., does not require that members of the public be given a reasonable opportunity to be heard at quasi-judicial code enforcement hearings held by a special magistrate pursuant to authority delegated from the county code enforcement board).

The statute does not prohibit a board or commission from “maintaining orderly conduct or proper decorum in a public meeting.” Section 286.0114(2), F.S. In addition, the opportunity to be heard is “subject to rules or policies adopted by the board or commission” as provided in s. 286.0114(4), F.S. These rules or policies are limited to those that:

- 1) Provide guidelines regarding the amount of time an individual must address the board or commission;
 - 2) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;
 - 3) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or
 - 4) Designate a specified period of time for public comment.
- If a board or commission adopts such rules or policies and thereafter complies with them, it is deemed to be acting in compliance with the statute.

- 1) The Board of Commissioners adopted a “Pledge of Civility” and a “Mission and Vision Statement” in 2018 to maintain orderly conduct and proper decorum in the public meetings:

PLEDGE OF CIVILITY (Resolution 2018-10; 08/14/2018)

- We will always show respect to one another.
- We will direct all comments to the issue before us.
- We will refrain from personal attacks.

- 2) **MISSION AND VISION STATEMENT** (segments of Resolution 2018-08)

- **Public Trust** – We believe that honesty and integrity are the foundation of all constructive relationships and the basis of public trust. We will ensure that there is thorough ethical behavior and decision making.
- **Transparency** – We will protect and preserve open and honest governance to maintain the public’s trust and confidence.
- **Teamwork** – We are committed to working together, embracing diversity and inclusion to best serve one another and the public.
- **Accountability** – We define accountability as taking ownership and responsibility for the outcomes of our decisions, actions, and management of our resources.

- **Professionalism** – Professionalism is dedication to excellence through integrity, requiring careful analysis of issues, free of personal biases, with a commitment to the organization and the community.
- **Respect** – We value all viewpoints and opinions and treat each other with courtesy and respect.

2. In Unofficial Settings

Board of Commissioners are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as role models for the City. Honesty, integrity and respect for the dignity of each individual shall be reflected in every word and action taken by Commission members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Board of Commissioners shall keep in mind that to the public they are first and foremost an elected official and that distinction makes the City Commissioner different from other residents, electors or citizens. All Commission members shall guard against any actions or words that would give even the appearance of bullying or misuse of their position.

3. In Official Forms of Media

Communication through media is an integral part of any governmental agency. All forms of media (television, newsletter, web site, etc.) play an important role in getting messages out to our community. The Board of Commissioners recognize a responsibility to make available accurate information to the public in a timely manner; understanding that people form opinions about the City based on what they read, hear and see. The objective of the City's media communications is to ensure public opinions are formed upon the basis of accurate information. To that purpose, the Board of Commissioners has established multiple media for proactively communicating with the community. The Commission members may ask that the City Manager speak on their behalf.

4. Monthly City Manager's Report

The City Manager shall put out a monthly report for purpose of conveying City news, events and project status reports to the community. Monthly reports include more detailed information when necessary.

5. Website

The City maintains a website, www.madeirabeachfl.gov, for the benefit of residents and visitors. The website is intended to provide access to City contact information, services, requests for bids and proposals, general announcements and meeting notices, agendas and results as well as maps, among other features. The website also provides a means for the public to access published reports, such as the Certified Annual Financial Report (CAFR), the Annual Budget and the State of the City Address without coming to City Hall or paying for public records. These reports are generally too lengthy for publication in the monthly City Manager's Report or through the government access channel. While the information at the City's website can be accessed in "real time," it is maintained by City staff on a time available basis and updated as frequently as possible to remain current and accurate.

6. Government Access Channel or alternative measure

The City maintains a government access channel, currently Channel 640 – Madeira Beach TV (MB-TV) through the local cable television franchise provider for the benefit of residents and visitors. MB-TV is available within the corporate limits of Madeira Beach and is programmed from City Hall. The MB-TV channel is used to broadcast. This service provides residents and interested persons with a first-hand account of the City’s conduct of business. The goal is to use Closed Captioning in order to comply with ADA Recommendations.

7. Video Live Streaming

The City video Live Streams its Board of Commissioners (BOC) meetings to allow for more transparency to its citizens. BOC meetings can be watched live through You Tube Streaming on the City’s website or accessed anytime following the meeting. The State retention requirement for Live Streaming videos is two anniversary years after adoption of the official minutes or certification of transcript. Commission members shall make every effort to use the microphone when speaking so that their words can be heard on Live Streams and recordings.

Candidate Forums will be video live streamed on the government access channel even if it involves City personnel.

V. COMMISSION CONDUCT WITH OTHER PUBLIC AGENCIES

1. Be clear about representing the City or personal interests.

If a Commission member appears before another governmental agency or organization to give a statement on an issue, they shall clearly state:

- If his or her statement reflects personal opinion or is the official stance of the City taken by the Board of Commissioners at a noticed meeting;
- Whether this is unanimous or the majority or minority opinion of the Board of Commissioners;
- If a Commission member is representing the City in an official or liaison capacity, they should speak or state the official City position on an issue, not a personal viewpoint. If the Commission member is representing another organization whose position is different from the City, they shall state that during their comments. Commission members shall be clear about when they represent the City and when they are speaking in an individual or other capacity.

2. Correspondence shall be equally clear about representation.

City letterhead may be used when a Commission member is representing the City and the City’s official position. A copy of official correspondence shall be given to the City Clerk to be filed in the Clerk’s Office as part of the public record and placed on the website. It is best that City letterhead is not used for correspondence of City Commissioners representing a personal point of view, or a dissenting point of view from an official Board of

Commissioners position. City letterhead should only be used for official City business and shall not be used for personal correspondence or for any election or campaign correspondence. The City Clerk or the City Manager shall approve that letter to be sent out.

VI. COMMISSION CONDUCT WITH BOARDS AND COMMITTEES

The City has established various appointed Boards and Committees as a means of gathering recommendations after providing more public opportunities for more community input. Citizens who serve on Boards and Committees become more involved in government and serve as advisors to the Board of Commissioners. They are a valuable resource to the City's leadership and shall be treated with appreciation and respect.

1. **If attending a Board or Committee meeting, be careful to avoid influencing the Board or Committee's consideration or prejudicing the Board of Commissioners eventual consideration.**

- Commission members may attend any Board or Committee meeting, which are always open to any member of the public. However, they shall be sensitive to the way in which their presence may be viewed as unfairly affecting the process, especially if Commission members attend as a formal liaison on behalf of the Board of Commissioners. Commission members shall remember that attendance at a quasi-judicial hearing before a Board may place him/her in a position to be asked to disclose their attendance and any written or oral ex parte communications, or even recuse him/herself if there is evidence of prejudice or bias when the quasi-judicial matter is brought to the Board of Commissioners.
- Any public comments by a Commission member at an advisory Board or Committee meeting shall be clearly made as individual opinion and not a representation of the Board of Commissioners. The Board of Commissioners appoint Boards and Committees at large to provide independent recommendations to the Board of Commissioners and/or the City Manager. Commission members should be careful when suggesting a course of action or recommendation to an advisory Board or Committee because this could interfere with the independent judgment of the advisory Board or Committee contrary to the purpose and intent of the system.

2. **Limit contact with Board and Committee members to questions of clarification.**

- Remember that the Board of Commissioners appoint Boards and Committees to serve the community, not individual Commission members.
- It is prohibited for a Commission member to contact a Board or Committee member to lobby on behalf of an individual, business, or developer or to suggest or recommend an action be taken. Board and Committee members are appointed to take public comment and make independent recommendations to the Board of Commissioners and/or the City Manager, not vice versa (i.e., not to follow recommendations that may be desired by an individual Commission member). It is prohibited for advisory Board members and/or Committee members to contact Board of Commissioners to influence or to communicate a perspective counter to the official actions of the Board or Committee actions. All positions of an advisory Board or Committee shall be reduced

to a written recommendation that is voted upon and, if desired, the written recommendation(s) may contain majority, minority or individual comments or concerns.

- The Board of Commissioners appoint individuals to serve on Boards and Committees, and it is the responsibility of Boards and Committees to follow policy established by the Board of Commissioners. Board and Committee members do not report to individual Commission members, nor shall Commission members feel they have the power or right to threaten Board and Committee members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Committee shall be based on such criteria as expertise, ability to work with staff and the public and commitment to fulfilling official duties. A Board or Committee appointment shall not be used as a political "reward" for assistance in any campaign activities.

3. Be respectful of diverse opinions.

A primary role of Boards and Committees is to represent many points of view in the community and to provide the Board of Commissioners with advice based on a full spectrum of concerns and perspectives. Commission members may have a closer working relationship with some individuals serving on Boards and Committees but shall be fair, balanced and respectful of all citizens serving on Boards and Committees.

4. Keep political support away from public forums.

Board and Committee members may offer political support to a Commission member, but not in a public forum while conducting official duties. Conversely, Board of Commissioners may support Board and Committee members who are running for office, but not in an official forum in their capacity as a Commissioner.

VII. BOARD MEMBERS ATTENDING MEETINGS OR SERVING AS MEMBERS OF ANOTHER PUBLIC BOARD

1. Board members attending meetings of another public board.

2022 Government in the Sunshine Manual, Page 20 & 21:

“Several Attorney General Opinions have considered whether one or more members of a board may attend or participate in a meeting of another public board. For example, in AGO 99-55, the Attorney General’s Office said that a school board member could attend and participate in the meeting of an advisory committee appointed by the school board without prior notice of his or her attendance. However, the opinion cautioned that “if it is known that two or more members of the school board are planning to attend and participate, it would be advisable to note their attendance in the advisory committee meeting notice.”

“Moreover, while recognizing that commissioners may attend meetings of a second public board and comment on agenda items that may subsequently come before the commission for final action, the Attorney General Opinions have also advised that if more than one “commissioner is in attendance at such a meeting, no discussion or debate may take place among the commissioners on those issues.” AGO 00-68. *Accord* AGO 98-79 (city commissioner may attend a public community development board meeting held to consider a proposed city ordinance and express his or her views on the proposed ordinance even

though other city commissioners may be in attendance; however, the city commissioners in attendance may not engage in a discussion or debate among themselves because “the city commission’s discussions and deliberations on the proposed ordinance must occur at a duly noticed city commission meeting”). *See also* AGOs 05-59 and 77-138.”

2. Board members serving as members of another public board.

2022 Government in the Sunshine Manual, Page 21:

“Board members who also serve on a second public board may participate in the public meetings of the second board held in accordance with s. 286.011, F.S., and express their opinions without violating the Sunshine Law. AGO 07-13. In other words, “when two county commissioners are presently serving on [a regional planning] council this does not turn a meeting of the planning council into a county commission meeting, and the Sunshine Law does not require any additional or different notice of planning council meetings because of the presence of these county commission members.” *Id.* “Similarly, AGO 98-14 concluded that membership of three city council members on the metropolitan planning organization did not turn a council meeting into a metropolitan planning organization meeting that required separate notice. Because, however, the discussion of metropolitan planning organization matters was planned for the council meeting, the city council had properly included mention of such items in its notice of the council meeting.”

“Similarly, in AGO 91-95, the Attorney General’s Office concluded that a county commissioner may attend and participate in the discussion at a public meeting held by the governing board of a county board on which another commissioner serves. However, “in an effort to satisfy the spirit of the Sunshine Law,” the opinion also recommended that the published notice of the county board “include mention of the anticipated attendance and participation of county commission members in board proceedings.” *Id.*”

VIII. COMMISSION CONTACT WITH THE MEDIA

Board of Commissioners are frequently contacted by the media for background, quotes and interviews. Whenever possible, Commission members, as the City's policy makers, shall be the first contact with the media. The City Manager is also a frequent contact and shall manage the staff's contact and communications with the media. Following are the Board of Commissioners general policies for conduct with the media:

1. Legal Issues.

Media inquiries relating to any existing or potential liability or suit against the City shall immediately be referred to the City Attorney. In the absence of the City Attorney, the City Manager may respond or direct the media to special counsel contacts on legal issues. The City Attorney has sole discretion as to whether or not to comment, and the substance of any comments, on any legal issues or litigation in the press.

2. Use a designated spokesperson for the City’s position on controversial issues.

When sensitive or controversial issues arise, it is essential that a central focal point for information be established. The City Manager may be designated for such contact. The City can best ensure a clear and consistent message by limiting involvement to a designated or limited number of contacts.

3. In the absence of designation, Board of Commissioners shall be clear for the record.

If an individual Commission member is contacted by the media, they shall be clear about whether their comments represent the official City position or a personal viewpoint. Commission members are urged to avoid instigative or preemptive contact directly with the media or through others for purposes espousing a position contrary to that of the majority of the Board of Commissioners or in the absence of an official position by the City.

4. Guidelines for Media Contacts:

What to Say:

Make sure the information released is factual, accurate, timely and consistent. Strive to provide full and honest disclosure and stay within legal limits by not making any slanderous or libelous statements. Choose words carefully and cautiously to avoid being taken out of context.

5. Guidelines for Email, Texts, and Social Media:

All email, text messages, and social media postings (for example: twitter, Facebook, snapchat, Instagram, etc..) regarding any issue that may come before the Board of Commissioners is official business and a public record, must be retained, shall not be deleted and should be forwarded to your official City email address for record retention and search purposes. Appointed and elected City officials *shall not* make anonymous postings on any electronic media with regard to any issue that may come before the City as official business.

ARTICLE II.

RULES OF PROCEDURE FOR BOARD OF COMMISSIONER MEETINGS

Pursuant to the Madeira Beach City Charter, Section 4.5, the Board of Commissioners shall determine its own rules and order of business, by resolution, within 90 days in which the election is held.

I. POLICY

1. General Rules

- **Meetings to be Public.** All meetings of the Board of Commissioners shall be noticed and open to the public, except for such meetings as are exempt by general law. Any meeting of two or more Commission members, in which City business is discussed is prohibited without the appropriate notice as specified in Florida State Statues.
- **Quorum.** A simple majority of the members of the Board of Commissioners shall, free of voting conflict, constitute a quorum and be necessary to conduct business of the Board of Commissioners. If a quorum is not present, those in attendance will be named and they shall adjourn.
- **Minutes of Proceedings.** Meeting minutes of the Board of Commissioners shall be kept by the City Clerk, except for such meetings as are exempt by general law.
- **Voting.** As set forth in the Charter, ordinances, resolutions and other action requiring a vote of the Board of Commissioners shall require three (3) affirmative votes for passage and shall be by roll call vote upon request of any member of the Board of Commissioners. A super-majority vote of four members of the Board of Commissioners for any Planned Development Rezoning or Special Area Plan shall be required for approval. The City Clerk shall record the vote of all Commission members.

In the event one or more members are absent and any motion for a final decision fails to achieve the affirmative vote of three (3) Commission members, and no further action by the Board of Commissioners to achieve three (3) affirmative votes can be obtained, then such ordinance, resolution or other action shall be automatically continued to the next regularly scheduled meeting or a special meeting scheduled for that purpose. No ordinance, resolution or other action shall be automatically continued more than once and if upon one continuance it does not obtain three (3) affirmative votes the matter shall fail.

- **City Manager.** The City Manager is expected to attend the meetings of the Board of Commissioners and shall have the right to take part in all discussions.
- **City Attorney.** The City Attorney or their designated substitute counsel is expected to attend the meetings of the Board of Commissioners and provide guidance and opinions on questions of law. Under Staff Reports on each BOC regular meeting agenda, the City Attorney shall provide a monthly staff report to the Board regarding the status of any ongoing litigation.

- **City Clerk.** The City Clerk or their designee shall attend the meetings of Board of Commissioners and record all votes and keep the official minutes of the proceedings.
- **Administrative Staff.** The Administrative staff shall attend meetings and workshops when required.
- **Rules of Order.** The current addition of Robert’s Rules of Order shall be the rules of order; in addition to the rules of procedure stated in this policy handbook.

2. Types of Meetings [City Charter, Section 4.5 – Rules of procedure; quorum; meetings

- **Regular Meetings.** The Board of Commissioners shall meet in the Commission Chambers or another designated place within the City boundaries, for regular meetings. Regular Meetings shall commence at 6:00 p.m. or as amended from time to time, on the second Wednesday of each month, or as otherwise determined by the City Manager if the regular meeting falls on a Holiday, City Election or other event that warrants rescheduling the meeting. The Board of Commissioners may schedule other regular meetings as it deems necessary in accordance with its established rules of procedure to address items that require official action before the next regularly scheduled meeting. The Board of Commissioners and/or City Manager shall determine date and time of meeting.
- **Special Meetings.** Special meetings may be called by the Mayor by a majority of the Commission with appropriate notice with no less than twenty-four (24) hours’ notice in writing to each member and the public (language stated in City Charter). Special meetings may also be called and noticed in a manner similar to regular meetings for special or specific purposes where formal action of the Board of Commissioners may be necessary or desirable. Special meeting notices shall encompass a minimum of one non-holiday weekday.
- **Workshop Meetings.** The Board of Commissioners may meet in the Commission Chambers for Workshop meetings. Workshop meetings shall commence at 6:00 p.m. on the fourth Wednesday of each month, or as otherwise determined by the City Manager and/ or the Board of Commissioners. Workshop meetings are informal legislative sessions, but to allow the Board of Commissioners to informally discuss topics and gain a better understanding of topics prior to formal consideration. To allow some understanding of the status of discussion of items, a verbal consensus may be ascertained to determine an appropriate next step, but such consensus is *not binding* on the Board of Commissioners.

3. Presiding Officer and Duties

- **Presiding Officer.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.
- **Parliamentarian.** The City Attorney shall act as the parliamentarian to the Board of Commissioners by advising the Mayor regarding matters of procedure. The Board could choose one of its members who is knowledgeable about the procedures to act as

the parliamentarian. Each Commission member must understand the parliamentary procedures, or it will be impossible to conduct its meeting properly.

- **Preservation of Order.** The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members' or motives, and confine members in debate to the question under discussion.
- **Point of Order.** The Presiding Officer shall determine point of order. Point of order shall not be entertained from the audience.
- **Recognition of Speakers.** The Presiding Officer shall recognize speakers from the public in keeping with the procedures established herein but shall do so in a way that remains constructive without being repetitive. In instances where large contingencies are represented, the Presiding Officer may ask for a limited number of representatives to represent the overall sentiments of the group. However, in no instance shall anyone be precluded from addressing the Board of Commissioners.
- **Recognition of Commission Members wishing to Speak.** The Presiding Officer shall allow an opportunity for Board of Commissioners to comment on items but shall not solicit comment from each member on every item but shall recognize those Commission members wishing to speak.

4. Order of Business for BOC Regular Meetings

- **Order of Business.** The general rule as to the order of business in Board of Commissioners (BOC) regular meetings, with the exception of the Agenda Setting Meeting, shall be as follows:
 1. Call to Order
 2. Invocation and Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Proclamations/Presentations
 - 5.1. Proclamations
 - 5.2. Presentations
 6. Public Comment
 7. Approval of Minutes
 8. Consent Agenda
 9. Public Hearings
 10. Unfinished Business
 11. Contracts/Agreements
 12. New Business
 13. Staff Reports
 14. Agenda Setting Meeting
 15. Reports/Correspondence
 - A. City Commission
 - B. City Attorney
 - C. City Clerk
 - D. City Manager
 16. Adjournment

- **Order of Business for the Regular or Special Meeting following the Election.** When newly elected officials are sworn into office, the meeting agenda may be formatted differently to allow for the ceremonial portion of the meeting to take place before any official business listed on the agenda.

5. Explanation of Order of Business for Regular Meetings

- **Agenda.** The order of business of each meeting shall be as contained in the Agenda. The Agenda is a listing by order of business of topics to be considered by the Board of Commissioners. Additional guidance is provided below as to the purpose of the agenda sections.

1. **Call to Order.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.

2. **Invocation and Pledge of Allegiance.**

3. **Roll Call** – The City Clerk calls the roll.

4. **Approval of the Agenda** – Approval of the Agenda consists of all items listed on the meeting agenda.

5. **Proclamations/Presentations.**

5.1. Proclamations. This section is provided for presentation of Proclamations to be read in full and presented by the Mayor, City Clerk or City Manager. The intent is to list and read only those proclamations that will be formally presented and received by a representative of the requesting agency or organization at the Board of Commissioners Meeting. Otherwise, proclamations may be issued at the Mayor’s discretion and forwarded through the City Clerk’s Office.

5.2. Presentations. This section is provided for any additional presentations held during City meetings. Presentations can be added during Agenda Setting Meetings and can be requested by the Board as a consensus or requested by an individual Commission member. The City Manager also has the authority to add a presentation to the agenda under his own discretion. The speaker’s presentation shall be limited to 10 minutes.

6. **Public Comment.** This section is reserved for public participation on matters of concern pertaining to City business; and which are not on the agenda. Public comment is made in person and not represented by emails, tweets, or other types of information, unless there is a declared State of Local Emergency requiring virtual meetings of the Board of Commissioners. Public Comment is subject to the following protocol.

Manner of Addressing the Board of Commissioners. Each person addressing the Board of Commissioners shall step up to the microphone, give his or her name and address and the organization or group they represent, if

any, in an audible tone of voice for the record and shall limit their address to five (5) minutes unless extended by the Mayor, more time may be granted to applicants and affected persons with legal standing in quasi-judicial hearings. Yielding of time for an additional five-minute period is allowed. If no time is yielded, the person speaking can ask for additional time to speak. If the additional time is appropriate, the Presiding Officer can offer the Commissioners the opportunity to consent to an extension.

Comment Cards. Comments cards may be completed by individuals from the audience, whether it is a public forum question or an agenda item. The comment cards shall be available at the back table in the Commission Chambers, and the individual shall write their name, address, and a brief comment about what it is that they would like a response on. It is not mandatory that a speaker complete a comment card.

If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. It is not mandatory to complete a comment card.

Reading of Protests. Interested persons, or their authorized representatives, may address the Board of Commissioners for the reading of protests, petitions, or communications relating to any matter over which the Board of Commissioners has jurisdiction.

7. Approval of Minutes. Unanimous consent is required to approve the minutes of the previous meetings.
8. **Consent Agenda.** The Consent Agenda shall be used to handle routine matters on the agenda expeditiously. Examples of Consent Agenda items are **minutes**, waivers for special events, bid or purchase awards for equipment, goods or services already approved within the budget, invoices, and budget transfers. There is no separate discussion of these items unless a Commission member requests an item be removed for consideration in its normal sequence on the agenda. Members of the public do not have discretion to remove items from the Consent Agenda, yet the Mayor, as Presiding Officer, may acknowledge any such request and remove an item on their behalf. The approval of the Consent Agenda shall be handled in one motion, i.e. "I move that the Consent Agenda, (items "x" through "z") be approved; or if items are to be removed, a typical motion might be, "I move that we approve Consent Agenda items "x" through "z" with the exception of item "y" for discussion."
9. **Public Hearings.** The section is for items requiring a public hearing required by law. Certain public hearings are quasi-judicial in nature. A quasi-judicial proceeding requires the Board of Commissioners to act in a quasi-judicial, rather than legislative, capacity. At a quasi-judicial hearing, it is not the Board's function to make law but rather to apply law that has already been established. In a quasi-judicial hearing, the Board is required by law to make findings of fact based upon the evidence presented at the hearing and apply

those findings of fact to previously established criteria contained in the code of ordinances in order to make a legal decision regarding the application before it. The Board may only consider evidence at this hearing that the law considers competent, substantial and relevant to the issues. If the competent, substantial and relevant evidence at the hearing demonstrates that the applicant has met the criteria established in the code of ordinances, then the Board must find in favor of the applicant. By the same token, if the competent, substantial, and relevant evidence at the hearing demonstrates that the applicant has failed to meet the criteria established in the code of ordinances then the Board is required by law to find against the applicant. The established procedure which will be followed by the Board is set forth in Chapter 2, Article I, Division 2 of the Code of Ordinances.

- 10. Unfinished Business.** The section is provided to allow completion of matters already under discussion by the Board of Commissioners from a previous meeting, excluding public hearings required by Law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of unfinished business. Citizen input shall be limited to five (5) minutes.
- 11. Contracts/Agreements.** This section is provided to allow more careful consideration of complex contracts and agreements that require individual approval. Citizen input may be heard once a motion is made by the Board of Commissioners on items of contract/agreements and shall be limited five (5) minutes.
- 12. New Business.** This section contains all remaining agenda items for consideration by the Board of Commissioners, excluding public hearings, as required by law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of new business. Citizen input shall be limited to five (5) minutes.
- 13. Staff Reports.** Non-workshop items. This section is set aside for staff reports regarding items such as monthly financial reports, special event updates, project updates, governmental and non-governmental project updates, and other updates on matters that do not get workshopped. Each staff report is limited to five (5) minutes.
- 14. Agenda Setting Meeting.** This section is for the purpose of setting the Workshop Agenda for the Workshop to be held on the fourth Wednesday of the month. Items to be added to the agenda may be requested by the Board of Commissioners, Charter Officers, and City Staff. Not all items need to be workshopped. The City Manager shall determine the form and manner of how the item will be addressed. The City Manager will read back the requested items to be workshopped for clarification purposes if necessary.
- 15. Reports/Correspondence.** This section is set aside for standing reports from Commission members to provide a status report based upon their attendance or representation of the City at various governmental boards and agencies. This section is limited to five (5) minutes.

The Reports section also provides for the City Manager, City Clerk, and the

City Attorney to make reports, announcements, and report on current topics. This section is limited to five (5) minutes.

Ligation Status Report. This section will allow for any litigation updates by the City Attorney.

Outstanding Lien Settlements. This section will allow for any updates by the City Attorney on Outstanding Lien Settlements and liens that are over \$5,000.00. If the City Attorney is approached by a property owner to settle an outstanding lien, the Commission must be able to review the details of a case at a Workshop followed by final approval or rejection of the proposed settlement during a Regular BOC Meeting. This section is limited to five (5) minutes.

6. Agenda Preparation

- **Notice.** The final agenda for regular, special, and workshop meetings shall serve as public notice for each respective meeting. Agendas and public notices shall be posted at City Hall, Gulf Beaches Public Library, if possible, and the City's website by no later than 3:00 p.m. on the Thursday prior to the meeting.
- **Packets.** The City Manager and City Clerk are responsible for publishing the agenda packets. The deadline for publishing agenda packets is on Wednesday afternoon, the week before the scheduled meeting. However, at times it may be necessary to publish the agenda packets by Thursday afternoon to allow for any unforeseen items or emergency items. Only when necessary, paper copies of agenda packets are provided to the Board of Commissioners or at the request of a Commission member. Paper copies of the agenda packet are placed in Commission mailboxes at City Hall.

The publishing deadline allows sufficient time for the Board of Commissioners to review the packet materials, and to obtain additional information on the agenda items from the City Manager, City Clerk, City staff, or other entities, if necessary, to be more knowledgeable in preparation of the meeting and for voting purposes.

For workshop meetings and regular meetings that are not held on a regularly scheduled meeting date, a similar lead time schedule for agenda and packet materials shall be followed, unless otherwise determined by the City Manager or City Clerk.

ARTICLE III
SUSPENSION AND AMENDMENT OF RULES

I. SUSPENSION AND AMENDMENT OF THESE RULES

- 1. Suspension of Rules.** Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Board of Commissioners.
- 2. Amendment of Rules** This policy shall be reviewed annually and adopted by resolution within 90 days following each election. The policy may be amended, or new provisions made by a majority vote of all members of the Commission. Each year following the regular election, any modifications previously made by motion will be formalized in the resolution, City Charter, Section 4.5 (B).

de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP
Orlando | Tampa | Tallahassee | Melbourne

609 West Horatio Street
Tampa, Florida 33606
(813) 251-5825

March 18, 2024

**VIA U.S. MAIL DELIVERY and
ELECTRONIC MAIL DELIVERY**

Robin I. Gomez
City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708
rgomez@madeirabeachfl.gov

***Re: Engagement Letter to Serve as Special Magistrate
for the City of Madeira Beach***

Dear Robin:

It is with great pleasure that I submit to you the following as my proposed updated letter of engagement to set forth the terms of my engagement with the City of Madeira Beach to serve as Special Magistrate.

I. SCOPE OF SERVICES.

I will serve, on an as needed basis, as Special Magistrate to hear code enforcement matters, variance matters, and such other and further matters as may be appropriate as set forth in the Code of Ordinances for the City of Madeira Beach. In that capacity, I will preside over all hearings, in which my law firm or I do not have a conflict, render a decision where applicable and prepare the appropriate orders as necessary.

II. PAYMENT.

The City shall pay to my law firm, de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, the sum of \$190 per hour plus costs for each actual attorney hour

Robin I. Gomez
City of Madeira Beach
March 18, 2024
Page 2 of 3

worked and \$55 per hour for each paralegal hour worked with regard to this engagement. For hearings scheduled by the City and confirmed by the undersigned, there will be a minimum of one hour charged for attendance at the hearing.

In all matters hereunder, my Firm will submit each month to you, or your designee, a Billing Statement of hours expended for services rendered and costs incurred. All invoices shall be processed and paid in the same manner as for all other City invoices and statements. All invoices shall be due and payable within thirty (30) days of the date of the invoice.

III. TERMINATION.

The term of this engagement may be renewed annually. However, the agreement may be terminated by either party immediately with cause or upon thirty (30) days written notice without cause, or in accordance with the City's charter and code. If such termination occurs, the Firm will be paid for all services rendered and costs incurred, if applicable, to the date of notice of termination.

IV. MISCELLANEOUS.

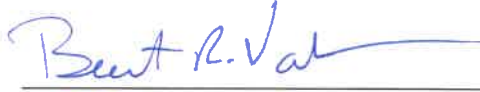
A. Assignment. The services to be rendered under this engagement letter are personal to Bart R. Valdes and may not be assigned other than as provided herein, either directly or indirectly, to any other person or firm. Other attorneys in the firm may assist Mr. Valdes with his duties.

B. Amendments. This engagement letter may be amended only by written instrument signed by the Firm and the City of Madeira Beach.

C. Independent Contractor Status. In the performance of legal services hereunder, Bart R. Valdes, and de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, are independent contractors and shall not hold themselves out as an employee, agent or servant of the City of Madeira Beach.


Robin I. Gomez
City of Madeira Beach
March 18, 2024
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This letter of engagement shall not be binding and is of no effect until it has been executed by the authorized representative of the City and by Bart R. Valdes, individually, and on behalf of the Firm.



Bart R. Valdes

**de BEAUBIEN, SIMMONS, KNIGHT,
MANTZARIS & NEAL, LLP,**

By: 

Bart R. Valdes
Its: Partner
Date: 3/18/24

CITY OF MADEIRA BEACH, FLORIDA,

By: _____
Print Name: _____
Date: _____

ORDINANCE 2024-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 2 (ENFORCEMENT BY SPECIAL MAGISTRATE) OF ARTICLE VII (CODE ENFORCEMENT) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFLECT THE CHANGES THAT HAVE BEEN ADOPTED IN CHAPTER 162, FLORIDA STATUTES; DELETING SECTION 2-380 (PRIORITY OF LIENS) AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Attorney has reviewed the current provisions of Division 2 (Enforcement by Special Magistrate) of Article VII (Code Enforcement) of the Code of Ordinances for the City of Madeira Beach and has recommended that certain provisions be amended to reflect the changes that have been adopted in Chapter 162, Florida Statutes; and

WHEREAS, the recommendations of the City Attorney have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Division 2 (Enforcement by Special Magistrate) of Article VII (Code Enforcement) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended and shall read as follows:

DIVISION 2. ENFORCEMENT BY SPECIAL MAGISTRATE

Sec. 2-370. Intent.

The intent of this division is to create an alternative local government code

enforcement system in order to promote, protect, and improve the health, safety, and welfare of the citizens of the city by providing for an equitable, expeditious, effective and efficient method of enforcing any codes or ordinances where pending or repeated violation continues to exist in the city.

Sec. 2-371. Definitions.

The definitions in this section are applicable to this division and have the following meanings:

~~Code inspector/~~Code enforcement officer means any authorized agent or employee of the municipality whose duty it is to assure code compliance.

Repeat violation means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations.

Sec. 2-372. Civil offenses and penalties: special magistrate.

The violation of any city ordinance shall constitute a civil offense punishable by civil penalty in the amount described in section 2-378. Accordingly, there is hereby created and established a code enforcement position to be filled by a special magistrate to enforce the ordinances and codes of the city.

Sec. 2-373. Qualification of special magistrate and removal.

- (a) A special magistrate shall possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability.

Appointments shall be made by the city manager or his designee on the basis

of experience or interest in code enforcement. Such appointment shall be submitted to the ~~city commission~~ Board of Commissioners for ratification by the board of commissioners.

- (b) Appointments shall be made for a term not more than one year. The special magistrate may be reappointed at the discretion of the city manager, subject to ratification by the ~~city commission~~ Board of Commissioners. There shall be no limit on the number of reappointments that shall be given to the special magistrate; provided, however, that a determination as to removal or reappointment must be made for each special magistrate at the end of each of his one-year terms. The city manager shall have the authority to remove the special magistrate with or without cause. Appointments to fill any vacancy shall be for the remainder of the unexpired term.
- (c) The special magistrate shall not be a city employee. The special magistrate shall be compensated at a rate to be determined by ~~administrative order.~~ the city manager, subject to ratification by the Board of Commissioners.
- (d) The city attorney shall serve as general counsel to the code enforcement officer. If an appeal is taken pursuant to section 2-~~384380~~, the city attorney shall represent the city at such proceedings.

Sec. 2-374. Jurisdiction.

The city appointed special magistrate shall have jurisdiction to hear and decide alleged violations of any code of ordinances in force in the city including amendments to such codes and ordinances. The special magistrate shall have the jurisdiction and authority to determine the amount of reasonable expenses incurred by the city as a result

of orders issued pursuant to the authority of section 2-378.

Sec. 2-375. Enforcement procedure.

(a) It shall be the duty of ~~a-the~~ code enforcement officer to initiate enforcement proceedings of the various codes and ordinances. The special magistrate shall not have the power to initiate such enforcement proceedings. The code enforcement officer may not initiate enforcement proceedings for a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the city before an enforcement proceeding may occur. This subparagraph does not apply if the code enforcement officer has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

(b) Except as provided in subsections (c) and (d), if a violation of the Code is found, ~~a-the~~ code enforcement officer shall notify the violator and give him a reasonable time to correct the violation. Should the violation continue past the time specified for correction, ~~a-the~~ code enforcement officer shall notify the special magistrate and request a hearing. The special magistrate, through his clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in section 2-~~382381~~ to ~~such-said~~ violator. At the option of the special magistrate, notice may additionally be served by publication or posting as provided in section 2-~~382381~~. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by ~~a-the~~ code enforcement officer, the case may

be presented to the special magistrate even if the violations has been corrected prior to the special magistrate hearing, and the notice shall so state.

- (c) If a repeat violation is found, ~~a~~the code enforcement officer shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. ~~A~~The code enforcement officer, upon notifying the violator of a repeat violation, shall notify the special magistrate and request a hearing. The special magistrate, through his clerical staff, shall schedule a hearing and shall provide notice as provided in section 2-~~382381~~. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the code enforcement hearing, and the notice shall so state. If the repeat violation has been corrected, the special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his rights to this hearing and pay such costs as determined by the special magistrate.
- (d) If ~~a~~the code enforcement officer has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violations is irreparable or irreversible in nature, ~~a~~the code enforcement officer shall make a reasonable effort to notify the violator and may immediately notify the special magistrate and request a hearing.

- (e) If the owner of property that is subject to an enforcement proceeding before the special magistrate transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:
- (1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
 - (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
 - (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
 - (4) File a notice with the code enforcement officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

Sec. 2-376. Conduct of hearing.

- (a) Upon request of ~~a~~the code enforcement officer, or at such other times as may be necessary, the special magistrate may call a code enforcement hearing.

- (b) Minutes shall be kept of all hearings held by the special magistrate and all hearings and proceedings shall be open to the public. The board of commissioners shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of his duties.
- (c) Each case before the special magistrate shall be presented by the city attorney or by a member of the city administration. If the city administration prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate and such costs may be included in the lien authorized in subsection 2-378(e).
- (d) The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from ~~a~~the code enforcement officer, alleged violator, and any witnesses. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern all proceedings.
- (e) The special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law. In order to make a finding upholding the code enforcement officer's decision, the special magistrate must find that the preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the Code as charged. At the conclusion of the hearing, the special magistrate shall issue an order affording the proper relief consistent with powers granted by this division. The

order may include a notice that it must be complied with by a specified date and that a fine may be imposed and under the conditions specified in subsection 2-378(a), the cost of repairs may be included along with the fine if the order is not complied with by such date.

- (f) A certified copy of such order may be recorded in the public records of ~~the~~ Pinellas County and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns.
- (g) If an order is recorded in the public records pursuant to subsection (f) and the order is complied with by the date specified in the order, the code enforcement officer shall issue an affidavit of compliance acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

Sec. 2-377. Powers of the special magistrate.

The special magistrate shall have the power to:

- (1) Adopt rules for the conduct of hearings.
- (2) Subpoena alleged violators and witnesses to hearings. Subpoenas may be served by the designated law enforcement agency of the city.
- (3) Subpoena evidence to a hearing.
- (4) Take testimony under oath.

- (5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.

Sec. 2-378. Administrative fines; cost of repair; liens.

- (a) The special magistrate, upon notification by ~~a~~the code enforcement officer that an order of the special magistrate has not been complied with by the set time or, upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code ~~inspector~~enforcement officer. In addition, if the violation is a violation as described in subsection 2-375(d), the special magistrate shall notify the city administration which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant with this section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this subsection, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a special magistrate finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in

subsection (b).

- (b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and in addition, may include all costs of repairs pursuant to subsection (a). However, if a special magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000.00 per violation.
- (c) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:
- (1) The gravity of the violation;
 - (2) Any actions taken by the violator to correct the violation; and
 - (3) Any previous violations committed by the violator.
- (d) The special magistrate may reduce a fine imposed pursuant to this section.
- (e) A certified copy of an order imposing a fine or a fine plus repair costs may be recorded in the public records of ~~the Pinellas Ce~~ounty and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this division shall continue to accrue until the ~~violations-violator~~ comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed

pursuant to this division, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city and the city may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, the special magistrate may authorize the city attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this division may be foreclosed on real property which is homestead under Section 4, Article X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under Section 4(a), Article X of the State Constitution.

- (f) If the city attorney or a member of the city administration prevails in prosecuting a case before the special magistrate, the city shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate. As used in this article, the term "prevails" includes, but is not limited to, those cases in which the special magistrate finds that a violation existed at the time the citation was issued without regard to whether the violation was subsequently corrected. The fine for the violation and/or costs to repair the damages from the violation is separate and distinct from the recovery of expenses. The special magistrate may, by written order recorded in the official records of ~~the~~ Pinellas County, impose a lien against the property upon which the violation occurred as well as all other real and personal property of the violator in the amount of the costs incurred by the city

in prosecuting the case.

Sec. 2-379. Duration of lien.

- (a) No lien provided under this division shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, to include a reasonable attorney's fee that it incurs in the foreclosure. The city shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.
- (b) Once the city has collected on the lien or a money judgment, the ~~finance director of the city~~ city manager shall issue a satisfaction or release of lien.

Sec. 2-380. Priority of liens.

An aggrieved party, including the ~~local governing authority~~ city, may appeal a final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 2-~~382~~381. Notices.

All notices required by this division shall be provided to the alleged violator as described in Florida Statutes § 162.12, as amended from time to time.

Sec. 2-~~383~~382. Optional enforcement.

The provisions of this division shall in no way be construed to limit the power of the city to proceed in any other civil or criminal proceeding or in any other forum to obtain enforcement of its Code provisions.

Sec. 2-~~384~~383. Conflict of interest.

- (a) No person who is or may become a party or a witness to a hearing before the special magistrate shall communicate with the special magistrate concerning that violation except at the hearings provided for in this division. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct, personal or financial interest in the property which is the subject of the alleged violation.
- (b) No special magistrate shall communicate with any party, witness, representative of a party, or interceding person concerning any alleged violation except at the hearings provided for in this division.
- (c) Failure on the part of special magistrate to comply with the provisions of this subsection shall constitute grounds for removal by the city manager or his designee.

Sec. 2-~~385~~384. ~~Public records searches relating to Code.~~ Title searches.

- (a) The city manager or his designee is authorized to obtain a ~~public records title~~ search for the purpose of determining whether to institute a lien foreclosure proceeding without the necessity of any action by the special magistrate whenever the unpaid amount of the code enforcement lien exceeds \$100.00.
- (b) No ~~public records title~~ search for the purpose of determining whether to institute a lien foreclosure proceeding shall be obtained where the unpaid

amount of the lien is less than \$100.00.

Sec. 2-~~386~~385. Modification of orders by special magistrate.

The special magistrate, and only the special magistrate, may modify, amend, clarify, correct, extend, or rescind orders issued by the special magistrate, including any and all requests for modifications or reductions in code enforcement fines or liens based on orders of the special magistrate, which may be considered by motion of any party to the original proceedings or successor property owner.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for herein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2024.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2024-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 2 (ENFORCEMENT BY SPECIAL MAGISTRATE) OF ARTICLE VII (CODE ENFORCEMENT) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFLECT THE CHANGES THAT HAVE BEEN ADOPTED IN CHAPTER 162, FLORIDA STATUTES; DELETING SECTION 2-380 (PRIORITY OF LIENS) AND RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance reflects the changes that have been adopted in chapter 162, Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact is foreseen for private, for-profit businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No direct impact on businesses.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses

ORDINANCE 2024-06

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 2-502 (APPOINTMENT AND REMOVAL) OF ARTICLE VIII (SPECIAL MAGISTRATE) OF CHAPTER 2 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE APPROVAL PROCESS FOR THE RATE OF COMPENSATION OF THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Attorney has reviewed the current provisions of Section 2-502 of Article VIII (Special Magistrate) of Chapter 2 (Administration) of the Code of Ordinances for the City of Madeira Beach and has recommended that the rate of compensation for the Special Magistrate be determined by the City Manager, subject to ratification by the Board of Commissioners; and

WHEREAS, the recommendation of the City Attorney has been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That subparagraph (e) of Sec. 2-502 (Appointment and Removal) of Article VIII (Special Magistrate) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended and shall read as follows:

- (e) The special magistrate shall be compensated at a rate to be determined by the city commissioner-city manager, subject to ratification by the Board of Commissioners.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for herein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2024.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Madeira Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE 2024-06

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 2-502 (APPOINTMENT AND REMOVAL) OF ARTICLE VIII (SPECIAL MAGISTRATE) OF CHAPTER 2 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE APPROVAL PROCESS FOR THE RATE OF COMPENSATION OF THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

¹ See Section 166.041(4)(c), Florida Statutes.

- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance would allow the City Manager the right to determine the rate of compensation for the Special Magistrate. The Board of Commissioners would still need to ratify the rate of compensation for the Special Magistrate. This ordinance helps to continue the support of the Special Magistrate, which handles code enforcement cases, variances, and special exception uses.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The proposed ordinance does not have a direct financial impact or proposes an additional cost on businesses located in Madeira Beach.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses would be directly affected by this ordinance.

4. Additional information the governing body deems useful (if any):

This ordinance would give the Board of Commissioners the power to delegate to the City Manager for determining the rate of compensation for the Special Magistrate. The Board of Commissioners would still have the power to ratify the rate of compensation for the Special Magistrate.



Memorandum

Meeting Details: March 27, 2024 - BOC Workshop Meeting
Prepared For: Hon. Mayor Rostek and the City of Madeira Beach Board of Commissioners
Staff Contact: Madeira Beach Community Development Department
Subject: Kimley-Horn Madeira Beach Master Plan Scope of Services Draft

Background

Kimley-Horn recently sent a draft of the Scope of Services for the Madeira Beach Master Plan.

Discussion

The Scope of Services draft lists the tasks and deliverables that the consultant will complete. It also lists cost estimates for each task listed.

Fiscal Impact

N/A

Recommendation(s)

We would like input from the Board of Commissioners on the Scope of Services draft before we bring a final version.

Attachments/Corresponding Documents

Kimley-Horn Madeira Beach Master Plan Scope of Services Draft

**Madeira Beach Master Plan
Task Order 1
Scope of Services**



March 15, 2024

PURPOSE

The City of Madeira Beach (“City”) requires the services of Kimley-Horn and Associates, Inc. (“Consultant”) to Create and Implement a New City Master Plan for the City of Madeira Beach. The purpose of the Master Plan is to identify a future Vision for the City, guiding goals, and an implementation plan to achieve the Vision.

The Consultant will provide the following services:

DRAFT

SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

Monthly Project Management Team (PMT) Meetings: The Consultant will prepare for and attend monthly, virtual PMT meetings. Up to twelve (12) meetings are anticipated with the PMT throughout the anticipated twelve-month process. The Consultant will send monthly progress report emails to the PMT team.

- **Kick-off Meeting:** The Consultant will conduct one (1) in-person kick-off meeting with City staff to discuss the project and deliverables. Up to three (3) Kimley-Horn staff members will attend the kick-off meeting. The scope and schedule will also be discussed including timing of key milestones to include stakeholder and community outreach, and timing of deliverables.

Task 1 Deliverables:

- Monthly progress reports and coordination with City staff
- One (1) kickoff meeting attendance and notes

TASK 2: DATA COLLECTION AND EXISTING CONDITIONS

- **Research and Data Gathering:** Consultant staff will review available data, as agreed upon by the City and Kimley-Horn Project Manager, which may include:
 - Population and demographics
 - Business and employment data
 - Household characteristics
 - Existing land use
 - Future Land Use
 - Zoning
 - Existing bicycle facilities
 - Existing sidewalks
 - Existing transit
 - Origin/destination data
 - Beach access locations
 - Planned improvements / Capital Improvement Program (CIP) projects
 - 5-year crash data
 - Coastal resources
 - Recreation and open space

**Madeira Beach Master Plan
Task Order 1
Scope of Services**

Page 3

- **Plan Review:** The Consultant will review existing Plans and documents related to the development of the New City Master plan, as agreed upon by the City and Kimley-Horn Project Manager, which may include:
 - City of Madeira Beach Master Plan (2002)
 - Madeira Beach Comprehensive Plan
 - John's Pass Village Activity Center Plan
 - Madeira Beach Watershed Management Plan
 - Madeira Beach Resiliency Plan

- **Existing Conditions Summary:** The Consultant will summarize findings from the requisite data gathering and plan review using maps, infographics, and descriptive narrative, as appropriate, to be included as a chapter in the Final Plan document. The Consultant will provide a draft of the existing conditions chapter before the Final Plan document is developed and revise the chapter up to two (2) times based on City staff comments.

Task 2 Deliverables:

- Existing Conditions Summary to be included in the Final Plan

To Be Provided by the Client:

- Data to support the existing conditions analysis, including documents related to past and ongoing plans and capital projects and GIS shapefiles.
- Provide up to two (2) rounds of comments on the Existing Conditions Summary

TASK 3: COMMUNITY ENGAGEMENT

- **Public Engagement Plan:** The Consultant will develop one (1) Public Engagement Plan which will outline community engagement activities and stakeholder groups to be engaged in this Plan. Up to one (1) revision based on feedback from City staff.

- **Project branding and promotional materials:** The Consultant will develop promotional and educational materials to advertise and disseminate information about the City Master Plan project to the public, as agreed upon by the City and Kimley-Horn Project Manager. The Consultant will provide the agreed upon project branding and promotional materials in PDF or JPG format to be printed and/or shared digitally by the City. Promotional materials may include:
 - Project-specific branding for use on documents, flyers, and workshop boards
 - Project overview informational flyer
 - "Planning 101"/Master Plan Basics one-pager

**Madeira Beach Master Plan
Task Order 1
Scope of Services**

Page 4

- Postcard/mailer for noticing community workshops
 - Meeting/workshop invitation template to be used for various events throughout the project
- **Community Workshops:** The Consultant will prepare and conduct up to three (3) interactive community forums. The first workshop will share information on the purpose of the new Master Plan and how it relates to other planning activities in the City, solicit input from community members on existing issues within the City, and their vision for the Master Plan. The second workshop will present the findings from the first workshop and present the draft vision statement and primary goals of the Master Plan. The third workshop will seek community input on the draft Master Plan. This workshop will also focus on communicating strategies and improvements identified in the draft Master Plan. Kimley-Horn will provide up to four (4) staff at the forums and City staff will secure the meeting space and notice the workshops. The Consultant will coordinate with City staff to determine the feasibility of conducting one or more of the workshops in hybrid format. The input collected at the community forums will be summarized which be included in the final Master Plan.
 - **Stakeholder Meetings:** The Consultant will conduct up to three (3) stakeholder meetings and up to two (2) Kimley-Horn staff members will attend. The purpose of these meetings is to gain feedback on challenges and opportunities within the City and a long-term vision for the City from the perspective of specific stakeholder groups within the City. The stakeholder meetings may be held virtually or in-person. It is anticipated that the meetings will be held with community leaders, businesses, property owners, schools, chamber of commerce, local advocacy groups, or real estate professionals in the area identified by City staff. One (1) meeting will be used to coordinate with local and regional agencies such as Florida Department of Transportation (FDOT), Forward Pinellas, Pinellas County, and Pinellas Suncoast Transit Authority (PSTA). The City will be responsible for scheduling the stakeholder meetings and securing a meeting location, if needed.
 - **Pop-up Engagement Activities:** The Consultant will attend up to six (6) events, planned by other organizations (not the Consultant) in the City to promote the Master Plan. The Consultant will attend each event for up to two (2) hours. These activities may include but are not limited to: attending beach clean ups, holding a booth at the Madeira Beach Wednesday Market, Merry Market, Final Friday, Gulf Beaches Public Library, meeting with the Madeira Beach Fundamental School, Rotary Club, American Legion, Veterans of Foreign Wars (VFW), and Elks Lodge.

- **Online Survey and Interactive Map:** The Consultant will develop up to two (2) online surveys and one (1) online interactive map. Up to one (1) revision based on feedback from City staff. City staff will be responsible for hosting the survey and interactive map on the City's website and promoting the survey and map.

Task 3 Deliverables:

- Public Engagement Plan (PEP)
- Preparation and attendance at three (3) Community Workshops
- Preparation and attendance at three (3) Stakeholder Meetings (virtual or in-person)
- Attendance of up to six (6) prearranged community events/meetings
- Development of two (2) online surveys and one (1) interactive map
- One (1) community engagement summary to be included in the Final Plan

To Be Provided by the Client:

- Development of project page to be hosted on the City's website
- Social media outreach
- Scheduling and coordination of meeting times and locations for community workshops and stakeholder interviews
- Setup of virtual components for community workshops (if applicable)
- Coordination and setup of pop-up project information booth or presentation at prearranged community events/meetings
- Noticing of events via mail, social media, flyers, or any other method as determined by City staff, including the printing of relevant materials

TASK 4: VISIONING AND GOAL SETTING

- The Consultant will develop a vision statement based on feedback from community engagement activities and discussions with City staff. The Consultant will develop up to five (5) major themes/goals that will guide the development of the New City Master Plan. The Visioning and Goal Setting Summary will be incorporated into the Final Master Plan document.

Task 4 Deliverables:

- Defined Vision statement and up to five (5) major themes/goals to be incorporated into the Final Master Plan.

TASK 5: PLAN DEVELOPMENT

- **Strategies and Recommendations:** The Consultant will utilize information gathered during the field visit, existing conditions analysis, and community engagement to develop the New City Master Plan. The New City Master Plan will build off previous plans and a list of strategies and improvements to implement within the study area. The previous information collected from the existing conditions analysis, previous plans, stakeholder meetings, online survey, and community workshops will be used to develop strategies and recommendations to achieve the vision and goals developed in Task 4. The New City Master Plan will include recommendations and strategies relating to the categories below:
 - **Economic Development**
 - **Historic, Culture, and Heritage Preservation**
 - **Housing**
 - **Land Use and Zoning**
 - **Parks and Open Space**
 - **Placemaking**
 - **Sustainability and Resiliency**
 - **Urban Design**
 - **Transportation**

- **Comprehensive Plan and Land Development Code Review Matrix:** The Consultant will review the City's current Comprehensive Plan (Comp Plan) and Land Development Code (LDC). The Consultant will develop one (1) review matrix for the City's Comp Plan and LDC. The matrix will identify inconsistencies between these documents and the new vision and goals for the New City Master. Kimley-Horn will review the matrix with City staff via a conference call on a monthly PMT meeting identified in Task 1 above and revise the matrix up to two (2) times based on staff comments. This task does not include a strikethrough underline or revisions to the Comprehensive Plan or Land Development Code. These services can be conducted as part of additional services.

- **Character Districts:** The Consultant will develop up to five (5) character districts in the City. The Character Districts will address urban design, resiliency, and housing goals through zoning and future land use strategies and recommendations. The Consultant will develop one (1) Character District Map for the City.

- **Street Typologies:** The Consultant will develop one (1) Street Type Map with up to four (4) street types. The Consultant will develop a street type table which will identify minimum and preferred dimensions for travel lanes, bicycle facilities, sidewalks, and landscaping for each street type.

Task 5 Deliverables:

- Strategies and Recommendations to be included in the Final Master Plan
- One (1) Comprehensive Plan and Land Development Code Review Matrix
- One (1) Character Districts map
- One (1) Street Type map and one (1) Street Type Standards Table

TASK 6: IMPLEMENTATION STRATEGIES

- **Implementation Table:** The Consultant will identify strategies and actions for the goals identified in Task 4. The table will also include timeframe, responsible party, general level of cost, and potential funding sources.
- **High Priorities Map:** The Consultant will develop one (1) High Priorities Map that depict recommendations and projects that are high priorities to the community that achieve the Vision and Goals identified in Task 4. The High Priorities Map will correspond with the Implementation Table.
- **Performance Measures:** The Consultant will develop and establish performance measures that the City will be able to track progress of the goals established in the New Master Plan.
- **Funding Opportunity Matrix:** The Consultant will research funding opportunities and prepare a Matrix for potential funding pursuits that would assist in offsetting the cost of construction and implementation of project identified in the Master Plan. The Matrix will provide information such as the name(s) of the funding source, description of the possible use of the funds, grant or loan, specific terms/conditions, and the next deadline for submittal, as may be applicable and available. This task does not include the preparation of any grant applications.

Task 6 Deliverables:

- One (1) Implementation Table
- One (1) High Priorities Map
- One (1) Funding Opportunity Matrix
- Implementation strategies and performance measures to be included in the Final Master Plan.

TASK 7: FINAL MASTER PLAN AND ADOPTION

- **Draft Master Plan:** The Consultant will develop a draft Master Plan in PDF format to be reviewed by City staff. City staff will provide all comments and edits in a consolidated document.
- **Final Master Plan:** The Consultant will revise the draft Master Plan one (1) time upon review from City staff. The Final Master Plan will be delivered in PDF format.
- **Adoption Presentation:** The Consultant will develop a presentation and present the final City Master Plan in cooperation with City staff to the City Commission for review and adoption at a publicly noticed hearing. The City will be responsible for providing the meeting place and meeting advertisement/public notices.

Task 7 Deliverables:

- Draft Master Plan document
- Final Master Plan document
- One (1) presentation to City Commission

To Be Provided by the Client:

- Provide one (1) round of consolidated comments on the Draft Master Plan

ADDITIONAL TASKS

Any services not specified in the above scope are considered additional services not included under this project. As an amendment to this scope of work or under an additional Task Order agreement, Kimley-Horn can provide services including, but not limited to, the following:

- Grant application services
- Strikethrough/underline or updates to the Comprehensive Plan and/or Land Development Code
- Detailed Opinion of Probable Costs
- Roadway survey
- Roadway design
- Rendering videos
- Additional graphics and renderings
- GIS information creation, analysis or manipulation of data
- Additional stakeholder and community outreach
- Additional field visits
- Community Walk Audit
- Additional online surveys
- Additional presentations
- Additional attendance of City Commission Workshops or Meetings

The following tasks may be initiated upon the request of the City as an additional Task Order. Scope and fee for each additional Task Order will be agreed upon between the City Project Manager and Kimley-Horn Project Manager.

- A. **GIS Dashboard:** The consultant shall develop one (1) web-based operational ArcGIS dashboard to assist the Department in tracking applicable performance measures identified in Task 6. This dashboard will display locations of projects, attribute information, statistical summaries, and applicable ratings.
- a. The ArcGIS Dashboard will include functionalities that support quality assurance and quality control measures for projects being evaluated.
 - i. Capability to edit and update inventory
 - ii. Create and print reports and layouts
 - iii. Additional filtering tools for reviewing data
- B. **Renderings:** Up to five (5) 2D or 3D renderings will be developed using Adobe Illustrator, Google SketchUp, or Lumion software to depict the Vision and/or recommendations in the Master Plan. The rendering may depict density, intensity,

building mass, building height, or building setbacks. The renderings may also depict development scenarios.

- C. **Future Land Use Text and/or Map Amendments:** The Consultant will draft text changes to the City's Future Land Use (FLU) and/or amendment to the Future Land Use Map (FLUM). The Consultant will respond to up to two (2) rounds of revisions upon the City staff and City Attorney review.
- D. **Land Development Code Strikethrough Underline:** The Consultant will draft text amendments to the Land Development code in a strikethrough underline format. Drafts will be reviewed by City staff and the City Attorney for comment. The Consultant will respond to up to two (2) rounds of revisions upon the City staff and City Attorney review.

DRAFT

SCHEDULE

The total months for services is anticipated to be 12 months from the Notice to Proceed (NTP). Below is the anticipated schedule as agreed upon by the Firm and City staff.

Task 1: Project Management – *0-12 Months from NTP*

Task 2: Data Collection and Existing Conditions – *0-4 Months from NTP*

Task 3: Community Engagement – *0-12 Months from NTP*

Task 4: Visioning and Goal Setting – *2-6 Months from NTP*

Task 5: Plan Development – *5-10 Months from NTP*

Task 6: Implementation Strategy – *8-10 Months from NTP*

Task 7: Final Plan and Adoption – *11-12 Months from NTP*

COMPENSATION

Kimley-Horn will provide the services outlined in Tasks 1-7 for a lump sum of \$150,000. Invoices will be submitted monthly, prepared based on a percentage completion of the project. The following task items represent a breakdown of the lump sum amount for reference:

Task 1 Project Management: \$14,500

Task 2 Data Collection and Existing Conditions: \$7,500

Task 3 Community Engagement: \$40,000

Task 4 Visioning and Goal Setting: \$5,000

Task 5 Plan Development: \$48,000

Task 6 Implementation Strategy: \$17,000

Task 7 Final Plan and Adoption: \$18,000



MEMORANDUM

Meeting Details: March 27, 2024, BOC Workshop Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

Staff Contact: Community Development Department

Subject: Local Mitigation Strategy (LMS) and Community Rating System (CRS) Update

Background

Madeira Beach participates in the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Community Rating System (CRS). Submittal of these annual reports to the Board is a program requirement. Participation in this program provides enhanced public safety, reduced damage to property and public infrastructure, avoidance of economic disruption and loss, and supports a resilient Madeira Beach. Because Madeira Beach participates in the NFIP CRS, residents and businesses may get up to a 15% discount on their flood insurance premiums.

Discussion

The annual updates required by the CRS program include the following:

- Pinellas County Local Mitigation Strategy (LMS) Annual Update, which includes:
 - Multi-jurisdictional Program for Public Information (PPI)
 - Flood Response Plan (FRP)
 - Flood Insurance Improvement Plan

The LMS is a countywide hazard mitigation plan that includes the County and participating municipalities (this includes Madeira Beach), as well as several agencies and non-governmental stakeholders. LMS is a plan developed to reduce and/or eliminate the risks associated with natural and man-made hazards. These plans must be in accordance with the Federal Disaster Mitigation Act of 2000. Without an approved LMS, the city would be unable to apply for various Federal hazard mitigation grants. The current LMS also serves as the City's Floodplain Management Plan. Participation in the National Flood Insurance Program's Community Rating System requires the adoption of a Floodplain Management Plan. The city adopted the countywide LMS in 2020. The LMS will be updated in 2025 and will be brought before the Madeira Beach Board of Commissioners for review and adoption.

The PPI is a step-by-step coordinated approach to flood hazard outreach. The City's purpose in developing this plan is to improve communication with citizens, and to provide information about

flood hazards, flood safety, flood insurance, and ways to protect property and floodplain functions to those who can benefit from it.

The Flood Warning and Response Plan is a CRS activity to ensure timely identification of impending flood threats, disseminate warnings to appropriate floodplain occupants, coordinate flood response activities to reduce the threat to life and property, and ensure timely damage assessments, including substantial damage determinations, as required by FEMA. The Pinellas County Flood Warning and Response Plan, which includes the Substantial Damage Management Plan, is an appendix of the Comprehensive Emergency Management Plan (CEMP). The Substantial Damage Management Plan outlines the County's coordinated approach to identifying and inspecting damaged structures after a storm event. The purpose of this plan is to improve recovery efforts and streamline the process for rebuilding after a storm event.

LMS Story map: <https://pinellas-egis.maps.arcgis.com/apps/Cascade/index.html?appid=8695af04cb7d47ba9f854a6fe1e5bebc>

Pinellas County LMS: <https://www.pinellaslms.org/>

Fiscal Impact

No foreseen fiscal impact.

Recommendation

No recommendation needs to be made; this is an update.

Attachments:

Resolution 2020-12

Table D-1 for 2024

RESOLUTION 2020-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE 2020 PINELLAS COUNTY LOCAL MITIGATION STRATEGY; SUPERCEDING RESOLUTION 2015-10; ADOPTING THE LOCAL MITIGATION STRATEGY AS THE CITY OF MADEIRA BEACH FLOODPLAIN MANAGEMENT PLAN; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach is located in Pinellas County, in an area that is vulnerable to natural and man-made disasters; and

WHEREAS, the City of Madeira Beach supports efforts to make our community more disaster-resistant, thereby reducing the costs of disasters, preventing or mitigating their impact to our residents, and reducing time needed for recovery; and

WHEREAS, the Local Mitigation Strategy represents a unified county-wide strategy toward a more disaster resistant community; and

WHEREAS, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community; and

WHEREAS, the Local Mitigation Strategy includes a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle; and

WHEREAS, the first unified county-wide Local Mitigation Strategy was adopted by the Board of County Commissioners in 1999, and

WHEREAS, Pinellas County established a website (www.pinellaslms.org) and a copy of the plan is available through the City website (www.madeirabeachfl.gov); and

WHEREAS, the Board of Commissioners has previously approved three five-year updates to the Local Mitigation Strategy (Resolution 05.14, Resolution 10.10 and Resolution 2015-10), and

WHEREAS, after a review and update period, the Executive Summary of the 2020 draft Local Mitigation Strategy has been placed on the LMS public website and copies of the Plan are available upon request to the Planning Department in order to obtain public comment regarding the plan pursuant to Federal Regulations; and

WHEREAS, the City of Madeira Beach participated in the 2020 update of the Local Mitigation Strategy included the 10-step planning process which is consistent with FEMA's multi-hazard mitigation planning regulations pursuant to the Disaster Mitigation Act of 2000

and serves as the County's Floodplain Management Plan; and

WHEREAS, a Multi-Jurisdictional Program for Public Information (Attachment A) has been included in Appendix H of the Local Mitigation Strategy to satisfy the floodplain management requirements of the City's and the County's Community Rating System (CRS Activity 330); and

WHEREAS, participation in the Community Rating System provides benefits to homeowners by providing a reduction in flood policy costs; and

WHEREAS, city staff assisted, and Madeira Beach citizens participated in two publicly noticed workshops were held at a central location in Pinellas County on March 21st, and October 17th, 2019 to inform the public and obtain public comments; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City Madeira Beach, Florida, as follows:

SECTION 1. That the Board hereby adopts the 2020 Pinellas County Local Mitigation Strategy developed by the Local Mitigation Strategy Workgroup, and effect from May 6, 2020 through May 5, 2025, a copy of which is on file in the Community Development Department and is deemed incorporated by reference herein as Exhibit A.

SECTION 2. That the Local Mitigation Strategy be adopted as the City's floodplain Management Plan required under the Community Rating System.

SECTION 3. That this Resolution supersedes Resolution 2015-10.

SECTION 4. That this resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED by the Board of Commissioners of the City of Madeira Beach, Pinellas County, Florida, on the 8th day of July 2020.

C.W. 30th June

John B. Hendricks
John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan
Clara VanBlargan, City Clerk



**Pinellas County
Local Mitigation Strategy 2023-2024
Appendix D, Table D-1: Mitigation Initiatives**

Item 7B.

Total Score	Jurisdiction/ Organization	Project Name	Description/ Natural Hazard Addressed (Key: 1=Flooding; 2=Storm Wind; 3=Erosion; 4=All Hazard)	Est. Cost	Timeframe / Status	Possible Funding Sources	Date Last Reviewed
	Madeira Beach / Public Works	Underground Utilities - East and West side streets	Underground utilities – East and West side streets	\$3,000,000	Penny for Pinellas Phase 111 commence FY/2021; Local Under construction		1/17/2024
986	Madeira Beach/Fire Department	Fire Station Expansion	Expand fire station to accommodate the growing needs of the Fire Department.	\$1,500,000	Currently Unfunded		1/17/2024
899	Madeira Beach/Fire Department	Addition of concrete pad and aluminum cover at fire station	Will allow for more storage and vehicle parking.	\$50,000	2024	ARPA	1/17/2024
842	Madeira Beach/Public Works	131st Ave E and 129th Ave. Roadway Improvements	Mill and resurface, stormwater pipe repairs, and curb repairs.	\$1,000,000	2024/under construction	DEO Infrastructure Grant Program 50% match	1/17/2024
1154	Madeira Beach/Public Works	Madeira Beach Groin Rehabilitation	Rehab 22 beach groins for safety and effectiveness	\$1,750,000	2024	FDEP Grant received of \$1.75M	1/17/2024
863	Madeira Beach/Public Works	Gulf Lane and Beach Access Roadway and drainage improvements	Mill and resurface Gulf Lane and beach access parking lots from 130th to 135th (budget amount increased due to planning to underground conduit)	\$2,500,000	2024/under construction	Budget	1/17/2024
824	Madeira Beach/Public Works	Johns Pass Park parking lot improvements	Mill and resurface Johns Pass Parking lot to improve water pooling and stormwater runoff	\$450,000	2024-2025	Budget	1/17/2024
864	Madeira Beach/Public Works	Johns Pass Village parking lot improvements	Mill and resurface Johns Pass Village parking lot	\$2,000,000	2025	Budget	1/17/2024
858	Madeira Beach/Public Works	E Parsley, W Parsley, A Street, B Street, Lynn Way and Marguerite Drive (Safe Infrastructure).	Mill and resurface, stormwater pipe repairs, and curb repairs.	\$1,500,000	2024/in review	FDOT Grant of \$549,400	1/17/2024
1100	Madeira Beach/Public Works	Watershed Management Plan	Inventory assets, propose maintenance schedule, implement sea-level rise, develop proposed CIP	\$150,000	2024	South Florida Water Management District- Cooperative Funding 50% Match	1/17/2024
1113	Madeira Beach/Public Works	Stormwater Generator - <i>Generator Replacement (Stormwater Station)</i>	The City of Madeira Beach has one stormwater station located at 1410 I N Bayshore Dr. In 2007 the city approved improvements to the station which included two (2) new Flyght pumps, new control panel including alarms and flashing lights, and a new diesel generator. The purpose of this stormwater station is to pump the water off the roadway relieving roadway flooding. The current diesel generator is 16 years old and has major rust from sitting directly on the water. After discussions with vendors and the city mechanic staff has decided to convert the new generator to natural gas. Staff coordinated with TECO Gas to run a new gas line from Gulf Blvd to the station approximately 550 feet. The cost to run the new gas line is \$19,388 .00 . Tampa Armature Works (TAW) is on the Sourcewell Cooperative Purchasing for Kohler generators and installation. The generator will be a 100KW, 3 Phase, 480 Volt Natural Gas with a hurricane impact enclosure rated at 186 wind load for a cost of \$64,830.86. The estimate to replace the grates and rebuilt the inlets would be about \$50K. There are 7 inlets and the estimated cost to rebuild each is anywhere from \$5k - \$7k and then the grates are around \$1K each. I would	\$180,831	2024	Budget, HMGP	1/17/2024
776	Madeira Beach/Public Works	John's Pass Boardwalk Piling Repair	Wrap pilings with structural jacket for durability - plan to do nine to 10 each year	\$150,000	2023-2025	Budget	1/17/2024
884	Madeira Beach/Public Works	Area 6 Roadway Improvements - 153rd to 155th Ave (1st & 2nd Streets E), Harbor Drive & Municipal Drive	Mill and resurface, stormwater pipe repairs, and curb repairs	\$1,200,000	2024/engineering	Budget and \$1M FDOT Grant	1/17/2024
902	Madeira Beach/Public Works	New Public Works Building	Garage space for Public Works vehicles (for maintenance/storage), offices, and Day Room for Fire Dept personnel	\$200,000	2024-2025	Budget (costs include engineering and start of construction)	1/17/2024



Memorandum

Meeting Details: March 27, 2024, BOC Workshop Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2024-02 Open Accessory Structures

Background: The Madeira Beach Land Development Regulations (LDRs) does not define “shade structure” or “open accessory structure”, nor any structure that would be directly comparable. While the Madeira Beach Code of Ordinances has definitions for “Structure”, broken into subcategories of Major, Minor, Non-habitable Major and Coastal or Shore Protection, only the Minor definition makes mention of a gazebo. The Code of Ordinances references traditional Chickee huts stating they are not regulated by the Florida Building Code but must meet Planning and Zoning requirements.

The Board of Commissioners directed city staff to research and amend the Code to allow for shade structures (what is also referenced as “open accessory structures”) that would be different from enclosed accessory structures (what one would typically think of as a shed).

Discussion: The proposed ordinance (attached) was reviewed and workshopped at multiple Planning Commission meetings and Board of Commissioners Workshop Meetings as a discussion item. The proposed ordinance incorporates all the discussions and amendments made at these meetings.

The ordinance creates multiple sections, which includes the applicability of division, definitions, building permits required, accessory structure maintenance, excluded from permitting, construction trailers, and outdoor kitchens. The final version allows for open accessory structures (e.g. tiki huts, gazebos) at a percentage of the total lot size (3.5 percent) in addition to the already allowed enclosed accessory structure. The amendments create setbacks for the open accessory structures considering the side yard setbacks for each Zoning District and structural elements of the seawall on lots on the water. In

the C-4 Zoning District staff were aware of issues arising from accessory structures that were required by federal and state regulations that conflicted with the current accessory structures section in the Code. Staff added language to address these concerns.

The Code does not address construction trailers, therefore, staff decided to create a new section to put in place regulations for construction trailers with specific time limitations, setbacks, and evacuation plans.

Staff discussed with the Planning Commission and FDEM (with FEMA considerations) the allowances of permanent outdoor kitchens and created a new section to allow and manage outdoor kitchens as staff realizes with the allowance of open accessory structures will most likely begin more outdoor kitchens.

Recommendation(s): Planning Commission and staff recommends approval of Ordinance 2024-02

Fiscal Impact or Other:

There is no anticipated fiscal impact, except for increased permit fees associated with permitting and inspections.

Attachments:

- Ordinance 2024-02
- Business Impact Estimate

ORDINANCE 2024-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 (ACCESSORY STRUCTURES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CITY'S LAND DEVELOPMENT CODE TO PROVIDE FOR APPLICABILITY; TO PROVIDE DEFINITIONS; TO REQUIRE BUILDING PERMITS FOR ACCESSORY STRUCTURES AND PROVIDE FOR REGULATION OF CHICKEES; TO PROVIDE FOR MAINTENANCE OF ACCESSORY STRUCTURES; AMEND THE SETBACKS FOR REAR YARD ACCESSORY STRUCTURES ON LOTS ON WATER IN R-1 ZONING DISTRICT; AMEND THE SETBACKS FOR REAR YARD ACCESSORY STRUCTURES ON LOTS ON WATER IN R-2 ZONING DISTRICT; AMEND THE SETBACKS FOR ACCESSORY STRUCTURES IN C-4 ZONING DISTRICT AND ADD ALLOWANCES FOR FEDERAL AND STATE REGULATED STRUCTURES; ADD QUANTITY TO MAXIMUM SIZE OF ACCESSORY STRUCTURES IN R-1, R-2, AND R-3 ZONING DISTRICTS; AMEND THE MAXIMUM SIZE FOR ENCLOSED AND OPEN ACCESSORY STRUCTURES FOR SINGLE-FAMILY USE, DUPLEX AND MULTIFAMILY USE, AND TEMPORARY LODGING USE; ADD QUANTITY TO MAXIMUM SIZE OF ACCESSORY STRUCTURES IN C-1, C-2, C-3, AND C-4 ZONING DISTRICTS; ADD A SECTION TO ADDRESS CONSTRUCTION TRAILERS; ADD A SECTION TO ADDRESS OUTDOOR KITCHENS; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Division 4 (Accessory Structures) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach and recommends amending same; and

WHEREAS, the recommended changes were presented to and reviewed by the Planning Commission at a public hearing; and

WHEREAS, the Planning Commission has recommended approval of the proposed changes; and

WHEREAS, the recommendations of staff have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Division 4 (Accessory Structures) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 110-471. ~~Building permits required.~~Applicability of Division.

This division applies to all open and enclosed accessory structures that are not specifically exempt from this division.

Sec. 110-472. Definitions

The following terms and phrases used in this division have the following meanings.

Accessory Structure is a subordinate structure(s), the use of which is incidental to that of the principal structure and located on the same lot therewith.

Enclosed Accessory Structure means a structure with walls on all sides (e.g. a shed for outdoor equipment) and a roof.

Open Accessory Structure means an accessory structure containing three or more open sides between posts (e.g. gazebo, tiki hut, or chickees) and a roof. Open accessory structures are measured for area and setbacks from the outermost point of any roof overhang.

Outdoor Kitchen may only contain counterspace, grill, sink, and miniature refrigerator.

Height is measured from the average grade at the base of the accessory structure.

Sec. 110- 473. Building permits required.

Building permits are required for the construction or placement of all accessory structures. Chickees constructed by the Miccosukee Tribe of Indians of Florida, or the Seminole Tribe of Florida are exempt from the Florida Building Code, but must obtain a building permit for planning and zoning purposes. As used in this paragraph,

the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any mechanical, electrical, plumbing, or other non-wood features.

Sec. 110-474. Maintenance of accessory structures.

After construction, all accessory structures must be maintained and remain substantially vertical to serve their function and aesthetic purposes. Structural integrity must be maintained to prevent the danger of destruction or flight during high winds.

Sec. 110-475. Excluded from permitting.

- (1) Outdoor storage containers not to exceed four feet long by four feet wide by three feet tall.
- (2) Removable sunshades provided that any pole is ten feet from any property line and the pole does not exceed six feet in height.

Sec. 110-4726. R-1, single-family residential zones.

Accessory structures may not be located in front yards in R-1, single-family residential zones.

- (1) *Lots not on water.* For lots not on water in R-1, single-family residential zones, accessory structures may be located in side or rear yards but must provide a minimum of 2½-foot setback to allow for vegetation control.
- (2) *Lots on water.* For lots on water in R-1, single-family residential zones, accessory structures may be located in side or rear yards. If the accessory structure is located in a side yard, a minimum of 2½-foot side setback must be provided. If the accessory structure is located in the rear yard, ~~the same rear setback as required for principal structures must be provided.~~ a minimum of a 7-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks.

Sec. 110-4737. R-2, low density multifamily residential zones.

Accessory structures may not be located in front yards in R-2, low density multifamily residential zones.

- (1) *Lots not on water.* For lots not on water in R-2, low density multifamily residential zones, accessory structures may be located in side or rear yards but must provide a minimum of 2½-foot setback to allow for vegetation control.
- (2) *Lots on water.* For lots on water in R-2, low density multifamily residential zones, accessory structures may be located in side or rear yards. If the accessory structure is located in a side yard, a minimum of 2½-foot side setback must be provided. If the accessory structure is located in the rear yard, ~~the same rear~~

~~setback as required for principal structures must be provided. a minimum of a 5-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks.~~

Sec. 110-474- 478. R-3, medium density multifamily residential zones.

Accessory structures (except carports) may not be located in front yards in R-3, medium density multifamily residential zones.

- (1) *Lots not on water.* For lots not on water in R-3, medium density multifamily residential zones, accessory structures (except carports) may be located in side yard, but must provide a five-foot minimum side setback. If the accessory structure is located in the rear yard, a minimum of two-foot setback must be provided to allow for vegetation control.
- (2) *Lots on water.* Accessory structures (except carports) on lots on water in R-3, medium density multifamily residential zones must provide the same setbacks as are required for the principal structure.
- (3) Carports in the R-3, medium density multifamily residential zones may be located in the front or side yard and must provide a five-foot side yard setback and ten-foot front yard setback.
- (4) The accessory structure must meet the intersection visibility requirement.

Sec. 110-4759. C-1, tourist commercial zones.

Accessory structures may not be located in front yards in C-1, tourist commercial zones.

- (1) *Lots not on water.* For lots not on water in C-1, tourist commercial zones, accessory structures may be located in side yard, but must provide a five-foot minimum side setback. If the accessory structure is located in the rear yard, a minimum of 2½-foot setback must be provided to allow for vegetation control.
- (2) *Lots on water.* Accessory structures on lots on water in C-1, tourist commercial zones must provide the same setbacks as are required for the principal structure.

Sec. 110-476480. C-2, John's Pass marine commercial zone.

Accessory structures may not be located in front yards in the C-2, John's Pass marine commercial zone. Accessory structures in the C-2, John's Pass marine commercial zone must provide the same side and rear setbacks as are required for the principal structure.

Sec. 110-477481. C-3, retail commercial zones.

Accessory structures may not be located in front yards in C-3, retail commercial zones. Accessory structures in C-3, retail commercial zones must provide the same side and rear setbacks as are required for the principal structure.

Sec. 110-478482. C-4, marine commercial zones.

Accessory structures may not be located in front yards in C-4, marine commercial zones. Accessory structures in C-4, marine commercial zones must provide a 10-foot side and rear setback. ~~the same side and rear setbacks as are required for the principal structure.~~ Accessory structures for working waterfronts or marina uses, which are required by federal or state regulations to be immediately proximate to the waters edge, are permitted within the required setback. Property owners must show documentation from the federal or state regulating board to permit accessory structures within the required setback.

Sec. 110-479483. P/SP, public-semi public zones.

There are no restrictions regarding accessory structures in P/SP, public-semi public zones. Accessory structures in P/SP, public-semi public zones must be consistent with site plan approval.

Sec. 110-480484. Maximum size and quantity in R-1, R-2 and R-3 zones.

- (1) Single-Family Use: Single-family structures may only have one enclosed and one open accessory structure. ~~For single-family structures, the~~ The maximum size for an enclosed accessory structure ~~will be~~ is eight feet wide by ten feet long by ~~eight ten~~ feet high. The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet.
- (2) Duplex and Multifamily Use: Duplex and multifamily structures may only have two enclosed accessory structures, and one open accessory structure for every two dwelling units. ~~For duplex and multifamily structures, there may not be more than two~~ The maximum size for an enclosed accessory structures ~~for a maximum size of six is ten~~ feet wide by eight feet long by ~~eight ten~~ feet high ~~or a single accessory structure eight feet by ten feet by eight feet.~~ The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet.
- (3) Temporary Lodging Use: Temporary lodging structures may only have two enclosed accessory structures, and no limitation on the amount of open accessory structures. The maximum size for an enclosed accessory structure is eight feet wide by ten feet long by ten feet high. The total maximum size for all

open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet.

- (4) The maximum size of a carport in the R-3, medium density multifamily residential zone for single family structures, is 20 feet wide by 22 feet long by ten feet high. For single family structures, there may not be more than one carport. The limit to the number of carport structure for duplex, ~~and~~ multifamily, ~~and temporary lodging~~ structures will be regulated by parking requirements and the site plan approval process.

Sec. 110-~~481485~~. Maximum size and quantity in C-1, C-2, C-3 and C-4 zones.

~~An~~ The maximum size for an enclosed accessory structure is not to exceed eight 8 feet wide by 12 feet long by ~~eight 10~~ feet high. Properties may ~~be installed and~~ only have one two enclosed and two open accessory type structures may be placed on any lot or group of lots under the same ownership. The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet. -Accessory structures for working waterfronts or marina uses, which are required by federal, or state regulations do not count towards the number of structures and may exceed the maximum size with documentation that the additional size is required to maintain compliance.

Sec. 110-~~482486~~. Lot coverage.

The area covered by accessory structures shall be included in the allowable lot coverage.

Sec. 110-~~483487~~. Tiedowns.

All accessory structures must have tiedowns per the Standard current Florida Building Code. This also applies to all accessory type structures in place before the passage of the ordinance from which this section was derived.

Sec. 110-~~484488~~. Placement.

An accessory type structure may not be placed forward of the front entrance of the principal structure. In no case shall an accessory type structure be placed closer to any lot line adjacent to a street than provided for the principal structure nor closer than 18 feet to any seawall on the Gulf of Mexico.

Sec. 110-~~485489~~. Prohibited accessory structures.

Manufactured housing, mobile homes, semi-trailers and other motor vehicles shall not be permitted to be used as storage buildings or other such uses.

Sec. 110-490. Construction Trailers.

Construction trailers may only be on site if a building permit is issued, and construction must begin within 30 days of the construction trailer placement. Trailers must be removed

within 30 days after a Certificate of Occupancy is issued. Construction trailers are allowed five feet from any property line and must meet intersection visibility requirements in Section 110-423. Construction trailers must be removed from site during any named storm event or anchored per the current Florida Building Code. Temporary buildings or sheds used exclusively for construction purposes are exempt from the Florida Building Code but must retain a building permit.

Sec. 110-491 Outdoor Kitchens.

Outdoor kitchens must follow the setbacks for open accessory structures provided in this Division, the countertop structure cannot exceed a height of 36 inches from grade and cannot be larger than 50 square feet in area. The outdoor kitchen must be permanent and meet requirements in Section 94-140. The outdoor kitchen contains a sink, it must be connected to a sewer line with an in-line isolation valve. Electricity must be isolated with disconnects from the primary structure. Plumbing lines must have back flow prevention. Any sewer, electrical or plumbing must be shut off during any named storm event.

Secs. 110-~~486492~~—110-500. Reserved.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **stricken** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2024.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2024-02 Open Accessory Structures

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2024-02 allows for open accessory structures in residential and commercial properties which was previously not defined in the Code. This provides a way for property and business owners to create permanent shaded areas for a respite from the sun and rain.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City may see a minor increase in permit and inspection revenue by allowing property owners to build open accessory structures in addition to enclosed accessory structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All properties will be able to apply for a permit for an open accessory structure.

4. Additional information the governing body deems useful (if any):



Memorandum

Meeting Details: March 27, 2024 - BOC Workshop Meeting
Prepared For: Hon. Mayor Rostek and the City of Madeira Beach Board of Commissioners
Staff Contact: Madeira Beach Community Development Department
Subject: John's Pass Village Activity Center Zoning Workshops

Background

On March 13, 2024, the City of Madeira Beach Board of Commissioners approved adopting Ordinance 2023-01 (John's Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center). These ordinances updated the Madeira Beach Comprehensive Plan and Future Land Use Map. Ordinance 2023-01 and Ordinance 2023-02 did not change the Land Development Regulations in the Madeira Beach Code of Ordinances or amend the Madeira Beach Zoning Map. The Madeira Beach Code of Ordinances Land Development Regulations and Madeira Beach Zoning Map must be amended within one (1) year of the adoption of the John's Pass Village Activity Center Plan and amendment to the City's Future Land Use Map. In early 2024, the Community Development Department conducted a round of public workshops to get feedback from the community and has more planned in April.

Discussion

There are various potential options for adopting the Land Development Regulations for the John's Pass Village Activity Center. One option to implement the John's Pass Village Activity Center Plan could be to adopt a John's Pass Village Activity Center Zoning Designation on the Madeira Beach Zoning Map and have a Character Districts map in the Land Development Regulations. The Land Development Regulations for the John's Pass Village Activity Center Plan would be located in an appendix chapter of the Madeira Beach Code of Ordinances. The appendix chapter would include each Character District within the John's Pass Village Activity Center Plan Zoning Designation. Each Character District will include requirements for setbacks, height,

impervious surface ratio, architectural features, and buffering requirements. Attached to this memo are tables of the current zoning setbacks and heights, the existing minimum/maximum/average building setbacks, highest building heights, and potential setbacks and heights for each Character District. All the “proposed” height and setbacks are subject to change based on research, input from city staff (Fire, Public Works, Building, Planning), public input, and input from public meetings. This is meant for a starting point for discussion.

Fiscal Impact

N/A

Recommendation(s)

To continue to engage the public with public workshops and write up ordinances to adopt the land development regulations to support implementing the John’s Pass Village Activity Center Plan.

Attachments/Corresponding Documents

Summary Table of current zoning, existing built, and potential proposed height, and setbacks.

Existing Zoning for John’s Pass Village Map

John’s Pass Village Activity Center Character District Map

John’s Pass Village Zoning

All the “proposed” height and setbacks are subject to change based on research, input from city staff (Fire, Public Works, Building, Planning), public input, and input from public meetings. This is meant for a starting point for discussion.

Areas that are left blank are blank because staff is still gathering data. Numbers in red indicate a potential change.

Character District	Existing Zoning Category	Existing Height in Land Development Regulations (Measured From DFE)	On the Ground highest building (Measured from at grade)	Proposed Height (Measured From DFE)
Boardwalk	C-2, John's Pass Marine Commercial	34 Feet	3 stories	34' or 44'
Commercial Core	C-1, Tourist Commercial	34 Feet	61' / 6 story garage	60'
John's Pass Resort	R-3, Medium Density Multifamily Residential	44 Feet	6 stories (1 floor parking, 5 habitable floors)	60'
Low Intensity Mixed Use	R-3, Medium Density Multifamily Residential	44 Feet	44' above DFE	44'
Traditional Village	C-1, Tourist Commercial	34 Feet	2 stories	34' or 44'
Transitional	C-3, Retail Commercial	Commercial Uses: 34 Feet Multifamily/Tourist Dwelling Units: 44 Feet	6 Stories (1 floor parking, 5 habitable floors)	44', and/or 60' with an acre of land
	C-4, Marine Commercial	34 Feet	7 Stories (2 floor of parking, 5 habitable floors)	
	R-3, Medium Density Multifamily Residential	44 Feet	6 Stories (1 floor parking, 5 habitable floors)	
	R-2, Low Density Multifamily Residential	30 Feet to eave line/40 feet to the top of the roof	6 Stories (1 floor parking, 5 habitable floors)	

PD, Planned Development	“At a maximum, be designed to reflect the average intensity, height, and massing of the development pattern on surrounding property of similar zoning and use.”	7 Stories (1 floor parking, 5 habitable floors, 1 floor rooftop amenities)
-------------------------	---	--

***Height in the Code is measured from Design Flood Elevation (DFE)**

***Sec. 110-430. Height regulations.**

- (b) *Permitted exception to height regulations.* Chimneys, cooling towers, elevators, bulkheads, fire towers, stairways, protective railings, gas tanks, steeples, water towers, ornamental towers or spires, amateur radio towers or necessary mechanical appurtenances, may be erected as to their height in accordance with existing or hereafter adopted ordinances of the municipality, provided no tower other than a church spire or such noncommunication tower of a public building shall exceed 20 feet above the maximum allowable building height limit or 20 feet above the main building roof if the roof is below the maximum allowable building height. For reasons of architectural aesthetics the owner may appeal to the local planning agency, and if the architectural design is endorsed by the local planning agency, the owner may petition the special magistrate for a variance from the 20-foot height limitation. No tower shall be used as a place of habitation.

Setbacks with multiple numbers are either dependent on lot width or use.

Character District	Existing Zoning Category	Existing Setbacks (Code)	On the Ground Setbacks (most minimal)/avg	Proposed Setbacks
Boardwalk	C-2, John's Pass Marine Commercial	Front: 20' Rear: None Side: 5' one side	Front: Rear: Side:	Front: 10' Rear: None Side: none
Commercial Core	C-1, Tourist Commercial	Front : none Rear: 25' Side: 10' one side	Front: Rear: Side:	Front: none or if higher than x stories/feet a x' setback Rear: 20' Side:
John's Pass Resort	R-3, Medium Density Multifamily Residential	Front: 20-25' Rear: CCCL-25' Side: 5-10'	Front: Rear: CCCL Side:	Front: 20' Rear: CCCL-25' Side: 5-10'
Low Intensity Mixed Use	R-3, Medium Density Multifamily Residential	Front: 20-25' Rear: CCCL-25' Side: 5-10'	Front: 14' /24' Rear: 4' /28' Side: 2' /6'	Front: Rear: 18' Side: 7-10'
Traditional Village	C-1, Tourist Commercial	Front : none Rear: 25' Side: 10' one side	Front: 0' /7' Rear: 0' /17' Side: 0' /9'	Front: 0' Rear: 18' Side: 0'
Transitional	C-3, Retail Commercial	Front : 25' Rear: 10-18' Side: 10-20'	Front: Rear: Side:	Front: Rear: 10-18' Side: 10-20'
	C-4, Marine Commercial	Front : 25' Rear: 18' Side: 10-20'		
	R-2, Low Density Multifamily Residential	Front: 20' Rear: 25' Side: 5-12'		
	R-3, Medium Density Multifamily Residential	Front: 20-25' Rear: CCCL-25' Side: 5-10'		

Other Potential Design Requirements or Guidelines in Boardwalk, Commercial Core, and Traditional Village.

All requirements listed are subject to change based on research, input from city staff (Fire, Public Works, Building, Planning), public input, and input from public meetings. This is meant for a starting point for discussion.

- Mechanical units, HVAC, and exhaust and supply fans located in a visually inconspicuous area of the building, such as shielded on the roof and not visible from public ROW.
- Structured parking designed in a way to blend in to the built environment.
- Utility meters that are visible from the public ROW shall be located in the most inconspicuous location on the building, if the services must be located in a prominent visual location, screening with an enclosure or painted to match the predominant façade color.
- Window and door shutters appropriate for the size of window or door.
- Guidance on exterior wall materials.
- Garbage enclosures.

John's Pass Village Activity Center Character District

Item 7D.

Legend

John's Pass Village
Activity Center
Character Districts

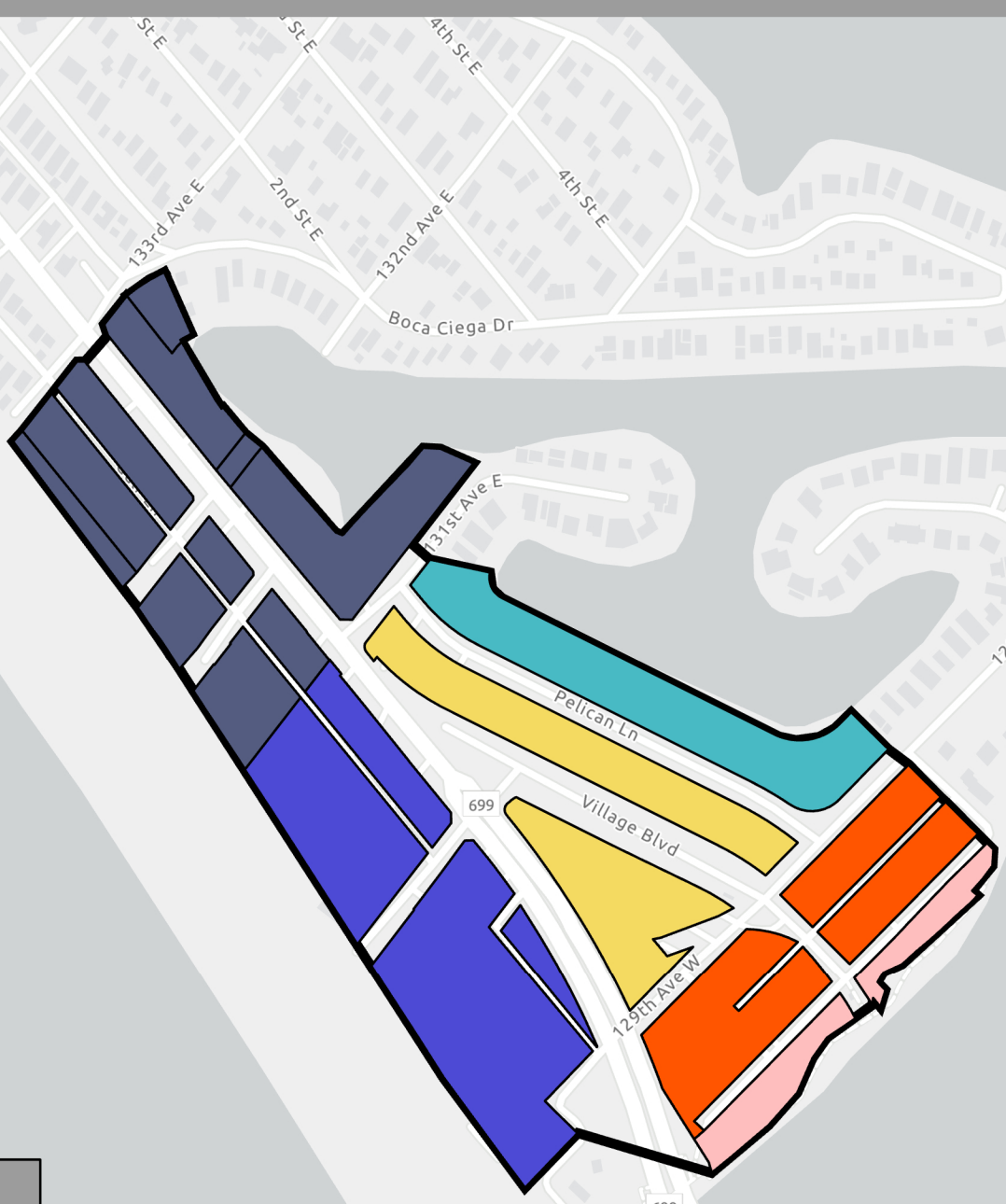
Districts

- Boardwalk
- Commercial Core
- John's Pass Resort
- Low Intensity Mixed Use
- Tradional Village
- Transitional
- John's Pass Village

Activity Center
Boundary

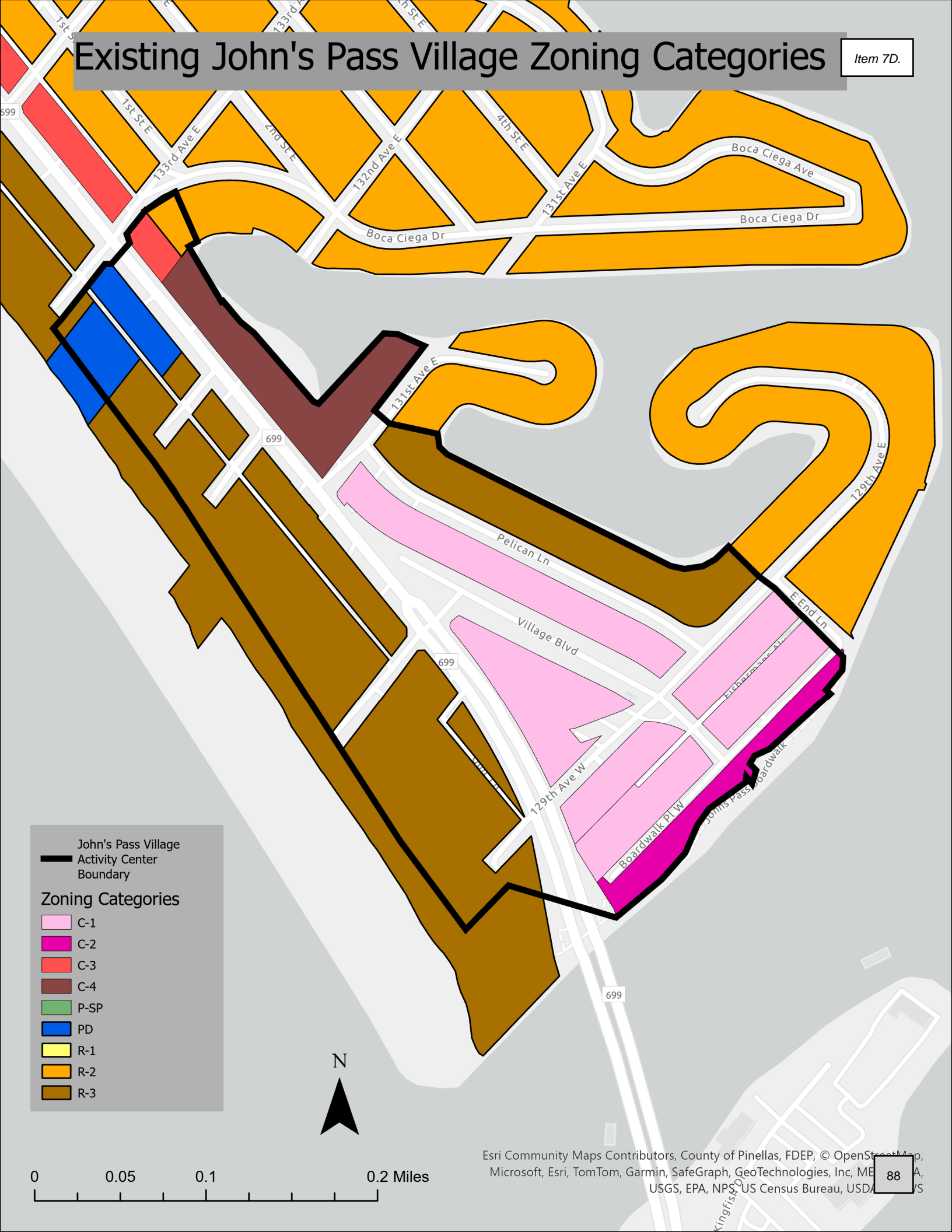


0 0.05 0.1 0.2 Miles



Existing John's Pass Village Zoning Categories

Item 7D.



John's Pass Village
Activity Center
Boundary

Zoning Categories

- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3



0 0.05 0.1 0.2 Miles



MEMORANDUM

Date: April 10, 2024
To: Hon. Mayor and Board of Commissioners
Through: Robin Gomez, City Manager
From: Andrew Laflin, Director of Finance
Subject: Ordinance 2024-05 Fees and Collection Procedure Manual – FY 2024 Update

Background

The purpose of this agenda item is to present to the Board of Commissioners proposed an amendment to the Fees and Collection Procedure Manual to establish a new fee for the Building Department.

Exhibit A consists of the Fees and Collection Procedure Manual with tracked changes. Within Exhibit A, all updates to the manual, including addition of new fees, changing existing fees, modification of current explanatory language, and other similar changes, are included in red font with previous fee amounts and language stricken. Thus, Exhibit A provides an illustration of listed fees before and after the amendments resulting from adopting Ordinance 2024-05. The change proposed by Ordinance 2024-05 is an additional miscellaneous fee, the Building Safety/Milestone Report Review fee, for \$250 for each review performed by the Building Department.

Fiscal Impact

This amendment will result in additional revenues to support City operations within Building Services. Annual additional revenue is estimated to be approximately \$7,500.

Recommendation

Staff recommends approval of Ordinance 2024-05 on First Reading.

Attachment(s):

- Ordinance 2024-05
- Exhibit A: Fees and Collection Procedure Manual with tracked changes

ORDINANCE 2024-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FEES AND COLLECTIONS PROCEDURES MANUAL THAT WAS AMENDED BY ORDINANCE 2023-18, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Board of Commissioners finds it appropriate to regularly review and amend the amount and type of fees collected in order to reflect the cost of service and facility provision city-wide; and

WHEREAS, the Board of Commissioners wishes to amend the Fees and Collection Procedures Manual to revise certain fees.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THAT:

SECTION 1. The Fees and Collections Procedures Manual be amended as attached in Exhibit B – FEES AND COLLECTION PROCEDURE MANUAL

SECTION 2. That the provision of this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.

SECTION 3. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same effect this Ordinance.

SECTION 4. That this Ordinance shall be in full force and effect upon adoption in the manner provided by law.

PASSED AND ADOPTED, following a first reading and public hearing, this ___ day of _____, 2024 by the Board of Commissioners of the City of Madeira Beach, Florida.

Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2024-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FEES AND COLLECTIONS PROCEDURES MANUAL THAT WAS AMENDED BY ORDINANCE 2023-18, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance amends the Fees and Collection Procedure Manual to establish a new fee for the Building Department.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

This amendment creates a building safety/milestone report review fee of \$250.00.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The amendment creates building/milestone report review fee that would apply to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

4. Additional information the governing body deems useful (if any):

This amendment will result in additional revenues to support City operations within Building Services. Annual additional revenue is estimated to be approximately \$7,500. A building/milestone report inspects the integrity of a building and is intended to increase building safety.

Exhibit A Ordinance 2024-05



FEES & COLLECTION PROCEDURE MANUAL

(Updated Through Ordinance 2024-05)

**Office of the City Clerk
Adopted: May 8, 2024**

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2024-05)

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ARTICLE I. CITY CLERK'S OFFICE- FEES FOR INSPECTING AND COPYING PUBLIC RECORDS

(Res. 2016-24, 07/12/2016; Res. 2013-50, 10/08/2013; Res. 09.10, 09/21/2009; Res. 04.02, 01/27/2004; ORD. 2018-03; 06/12/2018; Ord. 2019-06); Ord. 2020-04; Ord. 2021-12 05/12/21

SECTION A. What is a public record?

Section 119.11 (12), F.S., defines "public records" to include:

"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, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."

The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633, 640 (Fla. 1980).

All such materials, regardless of whether they are in final form are open for public inspection unless the Legislature has exempted them from disclosure.

Wait v. Florida Power & Light Company, 372 So. 2d 420 (Fla. 1979)

SECTION B. Right of access to public records under reasonable conditions, F.S., Sec. 119.07(1)(a):

"Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian of the public records."

The term "reasonable conditions" as used in Sec. 119.07(1)(a), F.S., "refers not to conditions which must be fulfilled before review is permitted but to reasonable regulations that would permit the custodian of the records to protect them from alteration damage, or destruction and also to ensure that the person reviewing the records is not subjected to physical constraints designed to preclude review." *Wait v. Florida Power & light Company*, 372 So. 2d 420. 425 (Fla. 1979). See also *Chandler v. City of Greenacres*, 140 So. 3d 1080, 1084 (Fla. 4th DCA 2014) (noting the narrow interpretation of the phrase "reasonable conditions"): and *Tribune Company v. Cannella*, 458 So. 2d 1075, 1078 (Fla. 1984), *appeal dismissed sub nom.*, *DePerte v. Tribune Company*, 105 S.Ct. 2315 (1985) (the sole purpose of custodial supervision is to protect the records from alteration, damage, or destruction).

Accordingly, the "reasonable conditions" do not include a rule or condition of inspection which operates to restrict or circumvent a person's right of access. AGO 75-50. "The courts of this state have invalidated measures which seek to impose any additional burden on those seeking to exercise their rights to obtain records" under Ch. 119, F.S. inf. op. to Cook, May 27. 2011. And see *State v. Webb*, 786 so. 2d 602 (Fla. 1st DCa 2001) (requirement that persons with custody of the public records allow records to be examined "at any reasonable time, under reasonable conditions" is not unconstitutional as applied to public records custodian who was dilatory in responding to public records requests).

A public records request "shall provide sufficient specificity to enable the custodian to identify the

requested records. The reason for the request is not required to be disclosed." Fla. R. Jud. Admin 2.420(m)(l). The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002). The custodian having custody of the records shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

SECTION C. Extensive requests pursuant to F.S. §199.07.(4).

Sec. 119.07(4)(d), F.S., provides, "[i]f the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required or both."

If a public records request requires an extensive use of the City's resources, a special service charge may be imposed. Special service charges will be calculated based upon the City's actual cost of burden, (wages, taxes, insurance, and benefits), for the lowest paid personnel capable of fulfilling the request.

Large volume of records requested. Deposits are based upon an actual estimate of the cost of production, with a minimum of 50% due before production of the records begins.

SECTION D. Fees for inspecting and copying public records pursuant to F.S. §119.07(1)(a).

Public records held by the City are open to inspection by any person, during reasonable times and under reasonable circumstances. Although Florida law makes some records exempt or confidential, the City wishes to make all non-exempt records available to the public at no cost provided the request to inspect or copy records does not involve an extensive use of City personnel or other resources.

- (1) One-sided copy, each page \$0.15
 - (2) Two-sided copy, each page \$0.20
 - (3) Certified copy, each page \$1.00
 - (4) Notary Public Fee \$5.00
- Pursuant to F.S. §117.05(2a); the fee of a notary public may not exceed \$10.00 for any one notarial act, except provided in Sec. 117.045.)

****For all other requests, the fee prescribed for duplication of public records shall represent the actual cost of duplication.***

For purposes of this sections, "Duplicating" means the process of reproducing an image or images from an original to a final substrate through the electrophotographic, xerographic, LED, inkjet or dye sublimation, laser, or offset process or any combination of these processes, by which an operator can make more than one copy without rehandling the original.

SECTION E. Custodian of Public Records and Designated Custodians of Public Records

CUSTODIAN OF PUBLIC RECORDS

Clara VanBlargan, MMC, MSM, City
Clerk cvanblargan@madeirabeachfl.gov
Phone (727) 391-9951, ext. 231

RECORDS CUSTODIANS

The Records Custodian of each department are designated by the City Clerk. The records custodian of their department shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian (supervisor) of those public records to be inspected or copied. Although, the custodian "is required to provide access to or copies of records they are not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002), and shall determine if the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

A list of designated department Records Custodians is posted in each department and on the City’s website.

ARTICLE II. DEVELOPMENT SERVICES

A. General Development Services Fee Structure:

It is the intent of the City that all development review costs be borne by the beneficiaries. The initial nonrefundable fee will be required at the time an application is submitted. Costs for review services including personnel, consulting or material will be charged against the account of each application. At such time as costs meet the value of the submitted fee, all review activities will be suspended until the applicant submits an additional fee in an amount equal to the initial fee. Unused fee amounts beyond the initial nonrefundable fee will be reimbursed at issuance of the Certificate of Occupancy (CO). The cost of required advertising and mailing for major site plans, land use or zoning amendments will be charged separately and paid prior to the scheduling, advertising, or preparation of mailed notice for public hearings and/or meetings. These fees do not include costs associated with the developer’s conduct of neighborhood/community meetings which will be the financial responsibility of the developer. This policy applies to all the fees of this section.

B. Special Magistrate Hearings. Fees for Special Magistrate Hearings shall be as follows:

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; res. 04.08, 06/22/2004, Ord. 936, §1, 02/20/2001; Ord. 953, §2, 11/13/2001; Code 1983, §19-502)

- (1) Zoning variances for residential dwelling units (per variance,-up to three units)\$1,800.00
- (2) Zoning variances for multifamily, tourist dwellings, or commercial.....\$2,000.00

(3) Special exception use	\$1,800.00
(4) Appeal of decision (appeal is refundable if decision is overruled).....	\$1,500.00
(5) After-the-fact variance (double fee)..... (Ordinance 2016-06)	\$3,600.00
(6) Conversion of a nonconforming non-habitable area into a habitable area	\$1,000.00
C. Alcoholic Beverage Permit Application Fee	\$800.00
(Res. 2012-14, 09/05/2012)	
D. Platting.	
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
(1) Review of construction drawings	\$500.00
(2) Replat	\$500.00
(3) Final	\$500.00
(4) Amendment to a plat	\$500.00
(5) Minor subdivision	\$350.00
(6) Lot line adjustments.....	\$200.00
(7) Unity of title	\$100.00
(8) Rescission of unity of title	\$250.00
E. Vacation. (Not including costs associated with referendum)	
(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
Right-of-way (as approved by referendum)	\$1,500.00
Easement (as approved by referendum when required)	\$1,500.00
F. Site Plan and Redevelopment Process	
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.	
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
(1) Minor Site Plan Review	\$300.00
(2) Intermediate Site Plan Review	
a. Preliminary Site Plan	\$300.00
b. First Review Site Plan Submittal	\$1,000.00
c. Each Additional Submittal	\$500.00
(3) Major Site Plan Review	

- a. Preliminary Site Plan \$500.00
- b. First Review Site Plan Submittal \$2,000.00
- c. Each Additional Submittal \$500.00

- (4) Administrative Waiver \$500.00

- (5) Encroachment Extension \$1,000.00

- G. Zoning/Land Development Regulation Interpretations and Meetings – Base Fee..... \$100.00
 - (1) Single Family – Fourplex \$100.00
 - (2) 5-12 Units, Commercial less than 2000sqft \$150.00
 - (3) 13 + Units, Temporary Lodging, Commercial more than 2000sqft \$200.00

Interpretation of land development regulations such as number of legal units existing on a property, nonconforming provisions, subdivision regulations, and/or Planning, Zoning or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of the Planner and can include the preparation of a written interpretation. Time required above an hour or requiring the participation of additional staff, shall be charged at the employees' hourly rate plus benefits on a time for time basis. On-site consultation with planner or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00.

- H. Zoning Verification Letter \$100.00
 - Includes one hour of research. Additional time will be charged at the employee’s hourly rate plus benefits.
 - (Res. 2016-24, 07/12/2016)
 - Verification in writing (formal letter on City stationary) as to the property's zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.*

- I. Land Development Regulations Amendment \$1,500.00
 - (Res. 2016-24, 07/12/2016)

- J. Land Use Amendment \$3,000.00
 - (Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

- K. Rezoning \$2,000.00
 - (Res. 07-14, 06/26/2007)

- L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)
 - (1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Planning Director.
 - (2) Plan Review
 - a. Preliminary Plan and Standards Review \$1,500.00
 - b. First Plan and Standards Plan Review \$2,500.00
 - c. Each Subsequent Submittal \$500.00
 - Plus hourly rate of assigned staff

- (3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement \$1,000.00
- (4) Major modifications.....To be charged by the full rate for a new Planned Development.
- (5) Development Agreements..... Application fee of \$500.00 and charges will include all staff and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

*M. Special Agreements (for Development Agreements, see Section L)
(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)*

- (1) For Board of Commissioner's Approval \$500.00

**Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

- (2) For Administrative Review and Approvalall staff hourly rates, legal and recoding fees

N. Unaddressed Research Requests – Base Fee \$100.00

O. FEMA/Floodplain Ordinance Interpretations and Reviews–Interpretation Base Fee \$100.00

Interpretation of the City's Floodplain Ordinance beyond the verification of the specific flood zone and the basic requirements related to that zone. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the rate of \$100 per hour.

Building Plan Review Base Fee of \$50 or 10% of any building permit fee of over \$1,000, whichever is greater plus \$100 additional fee for any revisions to signed and sealed plans or for site changes.

P. FEMA Verification Letter \$100.00

Verification of FEMA flood zone in writing (formal letter on city stationery) (Res. 2016-24; 07/12/2016)

Q. Solicitor's Permit (Res. 07.23, 12/11/2007)

- (1) Permit for any business with current Local Business Tax Receipt (BTR)\$10.00
- (2) Permit for any business without current BTR \$100.00
 - a. For each additional person participating without a BTR\$20.00

R. Short-term/Vacation Rental Certification Certificate of Compliance \$300.00

S. Specific Site Plan Applications

- (1) Dog Dining Request\$75.00
A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request.

This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.

(2) Sign, Murals, Banners.....\$75.00

T. Building Permit Fee Schedule.

The following building permit fee schedule shall be used when issuing a permit for any type of construction including, but not limited to, the following: Commercial, Residential, Single Family or Multi-Family for Building, Mechanical, Plumbing, Gas, Fire Roofing, Swimming Pools, Aluminum Structures, Interior or Exterior remodeling, Accessory Structures, Additions, Fuel Tanks, Alarms, Sprinklers, Driveways, Signs, Docks, Seawalls, Walls and Fences, Sheds, Infrastructure or Excavation, or any other type of construction under the Florida Building Code.

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016)

- (1) Residential and Commercial (NON-REFUNDABLE) permit plan review deposit fee
 - a. Value of \$2,499 or less\$50.00
 - b. Value of \$2,500 or more 25% of total permit value (minimum \$50)

The application plan review fee shall be collected at the time of the submitted permit application. This shall be a non-refundable plan review application fee in addition to any other applicable fees listed in Article II, Section I (Building Permit Fee Schedule).

Definitions of "residential" and "commercial" are based on the ~~2017~~ 2020 Florida Building Code:

"Residential building" shall mean any "one- and two-family dwelling" or portion thereof, including "townhouses", that is used, or designed or intended to be used for human habitation, for living, sleeping, cooking, or eating purposes, or any combination thereof, and shall include accessory structures thereto.

"Commercial": for this code, all buildings that are not included in the definition of "residential buildings."

(2) EXPRESS Permit – issued same day (plus any additional applicable fees).....\$50.00

(3) Valuation Fee: Two percent 2% of the Total Project Value, which includes both materials and labor and other related fees).

(4) Florida Surcharge Fee: The Building Permit fee as required by Florida Law, a total of two and one-half (2½%) percent per permit. A minimum of four dollars of the Building Permit Fees.

(5) Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one-and-two family dwellings, townhouses, multifamily units and all commercial projects shall be:

- a. One-and-two family dwellings & townhouses\$250.00
- b. Multifamily units & commercial projects \$500.00
- c. FEMA - SI/SD projects \$250.00

- d. Minimum fee..... \$100.00
- (6) Re-examination of plans due to corrections, changes, or alterations, prior to or after permit issuance.
 - a. Plan revisions (Minor, 2,499 sq. ft. or less) \$100.00
 - b. Plan revisions (Large) greater than (>) 2500sq. ft \$250.00
- (7) Miscellaneous Fees:
 - a. Certificate of Occupancy and/or Certificate of Completion\$50.00
 - b. Letters of Determination (e.g., flood, building, etc.).....\$50.00
 - c. Change of contractor (all trades)\$50.00
 - d. Change of use or occupancy.....\$50.00
 - e. Demolition of structure:
 - i. Demolition base fee (up to 5,000 sq \$100.00
 - ii. Structures over 5,000sq. ft \$250.00
 - f. Early release of power (*before electrical final*)..... \$50.00
 - g. Moving of structure..... \$100.00
 - h. Permit extension (*per extension*) \$50.00
 - i. Transfer of Permit\$50.00
 - j. Permit fee for applications performed by an outside entity:
The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:
 - i. Fee per sq. ft. of the proposed structure \$1.00
 - ii. Minimum fee, (plus any applicable fees)\$50.00
 - k. Red tags and/or failed inspection(s) (*per tag/inspection*) \$50.00
 - l. Replacement of placard card (*per placard card*)..... \$25.00
 - m. Special consultation with Building Official (*as needed;by request*) \$100.00
 - n. FEMA or damage pre-permit inspection, Fire or Structural(*Includes Trades*)..... \$100.00
 - o. Building Code, Life & HealthSafety inspection \$100.00
 - p. After hours inspection (*beyond normal business hours*) \$250.00
 - q. Stop-work order (*per order*)..... \$50.00
 - r. Temporary power pole.....\$50.00
 - s. Tent permit\$25.00
 - t. Tree removal permit\$50.00
 - u. Well/Test boring application..... \$100.00
 - v. Each additional boring on same site \$20.00
 - w. **Building Safety/Milestone Report Review Fee \$250.00**
- (8) "After the Fact" permit fee:
 - a. Shall be **(5)** times the face value of the permit valuation fees.
 - b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.
- (9) Refunds. NO refunds on permits unless such permit was issued in error in part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.

(10) Miscellaneous items. At the discretion of the Building Official, all construction related activities that do not qualify under one of the trades (Building, Mechanical, Electrical, Plumbing, and others) may be classified as miscellaneous. A permit for such activity may or may not be required at the discretion of the Building Official. An appropriate related fee shall be set by the Building Official for such miscellaneous permit.

(11) Rental inspection fees (4 units or less)

- a. Initial application.....\$40.00
- b. Biennial license renewal.....\$15.00
- c. Initial inspection (*per unit*) \$50.00
- d. Biennial inspection (*per unit*) \$70.00
- e. Re-inspection fee (*per inspection*)..... \$100.00

Re-inspection fee for every inspection after second if failure to correct violation(s) is due to owner/manager negligence.

- f. Penalties: Ten percent (10%) penalty for failure to submit a timely renewal fee during first month of delinquency; an additional five percent (5%) penalty for each month of delinquency thereafter.

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1st each year through fiscal year 2028 in accordance with the schedule below, based on the following amount per sq ft of building area*:

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY202 6	FY 2027	FY 2028
Culture & Recreation	\$3.57	\$4.76	\$5.94	\$7.13	\$8.23	\$9.52	\$11.89
Mobility	\$0.45	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.50
Public Safety	\$0.18	\$0.24	\$0.30	\$0.36	\$0.42	\$0.48	\$0.60
Total	\$4.20	\$5.60	\$6.99	\$8.39	\$9.70	\$11.20	\$13.99

**Building area refers to the enclosed area of buildings measured in square feet within the city according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA in the Pinellas County Property Appraiser's Geographic Information System.*

ARTICLE III. FINANCE DEPARTMENT

A. *Credit Card Transaction Convenience Fee* An amount suitable to recover card processing fees charged to the City.

B. *Indebtedness Search*..... \$50.00

C. *Returned/unfunded/worthless checks*..... Pursuant to F.S. §68.065(2)

D. *Recording of Documents:*

(1) First Page\$10.00

(2) Each Additional Page..... \$8.50

E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:

(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)

(1) Overtime Parking\$60.00

(2) Double Parking.....\$80.00

(3) Parking in a "NO PARKING" Zone\$90.00

(4) Other Improper Parking.....\$90.00

(5) Delinquency Fee (After 15 Days).....\$30.00

(6) Disabled Parking Permit *Sec. 66-52(c), Code of Ordinances*

Note: A Parking enforcement officer can ticket every hour for repeat violations.

F. *Special event parking permit (daily permit)* \$35.00

Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager.

(Res. 2014-20, 05/13/2014)

Johns Pass Seafood Festival
Memorial Day
by the BOCC by resolution.

The Fourth of July
Additional event days as authorized

G. *Business Parking Permit (up to 4 permits/month/Business) per month* \$40.00

Permit for any business with current Local Business Tax Receipt (BTR).

H. *Vanity Plates (1 plate for each current registered vehicle)* \$40.00

For residents of the City of Madeira Beach ONLY and is a substitute for the free parking sticker issued at the beginning of each year.

I. *Parking meters city-wide* \$3.00/hr.

- J. *Overnight Parking* \$72.00/day up to 7 days. *Selective Surface Parking lots from 130th to Kitty Stuart Park.*
- K. *Festival Parking.* *The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.*
- L. *No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*
- M. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

**Note/Clarification: Due to the parking meter fee increasing from \$2.50 to \$3.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now \$1.50.*

(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)

ARTICLE IV. FIRE DEPARTMENT

- A. *Fire & Life Safety Inspection*
 - (1) *Places of Assembly (Posted Occupant Load):*
 - a. Up to 49 People.....\$50.00
 - b. 50 –149 People..... \$100.00
 - c. 150 People or More \$150.00
 - (2) *Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)*
 - a. 5 –10 Units.....\$100.00
 - b. 11 –20 Units..... \$150.00
 - c. 21 –49 Units \$200.00
 - d. 50 or More Units \$350.00
 - (3) *Automotive and/or Marine Service or Storage Facilities* \$200.00
 - (4) *Automotive and/or Marine Fueling Facilities*..... \$200.00
 - (5) *Standalone Single Business:*
 - a. Up to 2,499 sq. ft\$50.00
 - b. 2,000 or more sq. ft \$100.00
 - (6) *Multiple Commercial/Businesses:*
 - a. Unoccupied, per suite\$25.00
 - b. Occupied, per suite\$50.00

- (7) Storage Facilities
 - a. Up to 4,999 sq. ft \$100.00
 - b. 5,000 or moresq. ft \$200.00
- (8) Subsequent Fee for Each Return Inspection for Compliance\$30.00
- (9) Fire Department Red Tag/Stop Work Order\$50.00

B. Fire Plan Review and Correlated Inspection(s)

- (1) For Site Plans and Building Plans\$0.05/sqft
- (2) Other fire plans review (fire alarm, fire suppression, etc.) \$250.00
- (3) Failed inspections(s) (per each inspection).....\$50.00

C. CPR Classes.

- (1) Resident\$25.00
- (2) Non-resident.....\$50.00

D. Fire Engine Rental for Fire System Testing and/or Certification.

- (1) First 4 Hours.....\$1,000.00
- (2) Each Additional Hour \$250.00
(Res. 08.10, 09/23/2008)

E. Special Event Fee

- (1) Fire Rescue Special Event (per Hour) \$125.00
- (2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day).....\$50.00
- (3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event)..... \$100.00

ARTICLE V. PARKS & RECREATION

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09,03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14,06/26/2007; Res. 05.20, 09/14/2005; Res. 06.23, 09/13/2005; Code 1983 §19-508)

A. Recreation.

- (1) Adult Sports Registration:
 - a. Rate determined by sport, competitive analysis, and cost recovery.
 - i. Resident/Non-Resident Pricing model will be utilized.

- (2) Youth Sports
 - a. Rate determined by sport, competitive analysis, and cost recovery.
 - i. Resident/Non-Resident Pricing model will be utilized.

- (3) After-School Program (will take effect August 1, 2020):

- a. Resident (*daily*) \$9.00
- b. Non-Resident (*daily*) \$12.00
- c. City Employee (*daily*) \$9.00

(4) Summer Camp Program:

- a. Resident Rate by Session:
 - i. Session 1 \$500.00
 - ii. Session 2 \$500.00
 - iii. Full Summer Session \$1,000.00
 - iv. Individual Weekly Rate \$150.00
- b. Non-Resident Rate by Session:
 - i. Session 1
..... \$625.00
 - ii. Session 2 \$625.00
 - iii. Full summer session.....\$1,250.00
 - iv. Individual weekly rate \$200.00
- c. City Employee Free

(5) Fitness Classes

- a. Contracted Recreation Instructors will agree to a 75% and 25% contract split with the City for their services.
- b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.

B. Recreation Center and City Hall Rentals.

(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)

(1) Monday – Thursday rental period. Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is included in hourly rates. Deposits may be refunded within thirty (30) days of an event.

- a. Recreation Center Rooms (security deposits are refundable)
 - i. Full Recreation Center (all rooms) (*security deposit \$400.00*)..... \$300.00/hr.
 - ii. Boca View Hall (*security deposit \$200.00.00*) \$100.00/hr.
 - iii. Ocean Walk Room (*security deposit \$200.00*) \$50.00/hr.
 - iv. Starboard Room (*security deposit \$200.00*)..... \$50.00/hr.
 - v. Outside Deck (*security deposit \$400.00*)..... \$100.00/hr.
 - vi. Boca View Hall & Outside Deck (*security deposit \$400.00*)..... \$150.00/hr.
 - vii. Setup/breakdown Fee- *Up to 2 hours before and 2 hours after* \$50.00/hr.
- b. City Hall Rooms (security deposits are refundable)
 - i. City Centre Room (*security deposit \$400.00*)..... \$200.00/hr.
(*includes use of outside deck & restrooms*)
 - ii. Commission Chambers* (*security deposit \$200.00*) \$200.00/hr.

***ONLY as a backup space for outside reservations negatively impacted by weather.**

- c. Resident Discount- applied to hourly rental rates..... 20% discount.
- (2) Friday – Sunday rental period. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is not included in hourly rates. Security deposit may be refunded within thirty (30) days following an event.
- a. Recreation Center Rooms (security deposits are refundable)
 - i. Full Recreation Center (*all rooms*) (*security deposit \$400.00*) \$350.00/hr.
 - ii. Boca View Hall (*security deposit \$200.00*) \$150.00/hr.
 - iii. Ocean Walk Room (*security deposit \$200.00*) \$75.00/hr.
 - iv. Starboard Room (*security deposit \$200.00*).....\$75.00/hr.
 - v. Outside Deck (*security deposit \$200.00*)..... \$125.00/hr.
 - vi. Boca View Hall & Outside Deck-(*security deposit \$400.00*) \$250.00/hr.
 - vii. Setup/breakdown Fee – Up to 2 hours before and 2 hours after\$50.00/hr.
 - b. City Hall Rooms (security deposits are refundable):
 - i. City Centre Room (*security deposit \$400.00*) \$250.00/hr.
(*includes use of outside deck & restrooms*)
 - ii. Commission Chambers* (*security deposit \$200.00*) \$250.00/hr.
- *ONLY** as a backup space for outside reservations negatively impacted by weather.
- c. Resident discount on hourly rates.

(3) Set-up and Cleaning Fees (*per location*):

- a. Less than 50 attendees \$100.00
- b. 50+ attendees \$200.00

C. Park & Pavilion Rentals

(Res. 2016-24, 07/12/2016; Res. 2015-09,03/10/2015)

(1) Archibald Park

- a. Pavilion rental for four (4) hours (each additional hour is\$25.00/hour):
 - i. Resident..... \$100.00
 - ii. Non-Resident..... \$200.00
- b. Sand Volleyball Court Rental for four (4) hours (each additional hour is\$25.00/hour):
 - i. Resident.....\$25.00
 - ii. Non-Resident.....\$50.00

(2) John's Pass Park:

- a. Pavilion rental for four (4) hours (each additional hour is\$25.00/hour):
 - i. Resident..... \$100.00
 - ii. Non-Resident..... \$200.00

(3) Splash Pads Rentals

- a. Resident Rates
 - i. Splash Pad (2 Hours)..... \$100.00

- ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) \$200.00
- b. Non-Resident Rates
 - i. Splash Pad (2 Hours) \$150.00
 - ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) \$250.00

D. Athletic Field Rentals

(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)

- (1) Hourly resident rates by facility (6.8% Sales Tax NOT included)
 - a. Softball Field\$25.00
 - b. Soccer Field.....\$25.00
 - c. Basketball Court \$5.00
 - d. Tennis Court \$5.00
 - e. Field Preparation and Lining (softball).....\$45.00
 - f. Field Preparation and Lining (football/soccer)\$25.00
 - g. Attendant Fee (per staff member).....\$25.00
 - h. Rental Cleaning Fee\$25.00
 - i. Light Fee\$10.00
- (2) Hourly non-resident rates by facility (6.5% Sales Tax NOT included)
 - a. Softball Field\$30.00
 - b. Soccer Field.....\$30.00
 - c. Basketball Court\$10.00
 - d. Tennis Court\$10.00
 - e. Field Preparation and Lining (softball).....\$50.00
 - f. Field Preparation and Lining (football/soccer)\$30.00
 - g. Attendant Fee (per staff member).....\$30.00
 - h. Rental Cleaning Fee\$30.00
 - i. Light Fee\$15.00

E. Wedding Permits.

- (1) Small wedding permit application fee \$100.00*
 - a. **A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*
- (2) Wedding permit application fee..... \$200.00*
 - a. **A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

F. Special Events.

- (1) Event Application Fee (*less than 1,000 attendees*)..... \$100.00
- (2) Event Application Fee (*more than 1,000 attendees*) \$250.00
A fee of \$100.00/\$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required. The BOC may waive the application fee by resolution at annual special event review when determined in the best

interest of the community and upon demonstration of non- profit status.

(3) Deposit. Deposits shall be determined upon the estimated impact on the City owned property of which the event is hosted.

- a. Small event.....\$250.00
- b. Large event..... \$500.00

A refundable deposit shall be payable to the City in advance of the event for damage to public property or City services incurred in direct association with the event and not identified in the original special event application approval. The BOCC may waive the deposit by resolution at annual special event review when determined in the best interest of the community, and upon. The City reserves the sole right to determine which portion, if any, of the deposit shall be returned to the applicant within 30 days after the event. The City Manager may waive special event fees to the amount of no more than \$500 upon his/her determination that it will be a benefit to the community.

(4) Fees

- a. Large Event (1,000+ Attendees)
 - i. Facility Rental Per Event\$3,000.00
(Includes use of stage and event field)
- b. Small Event (Less than 1,000 attendees)
 - i. Stage Fee
 - 1. Resident.....\$50.00/hr.
 - 2. Non-Resident..... \$100.00/hr.
 - ii. Field Usage Fee
 - 1. Resident.....\$50.00/hr.
 - 2. Non-Resident..... \$100.00/hr.
- c. City Event Fees
 - i. Trash Can Fee *(per trash can)* \$5.00
 - ii. Dumpster fee with single pick-up 3 Yard Dumpster\$136.70
 - iii. Event Barricades (available at City Hall Property Only)
 - 1. Setup Fee per – event \$100.00
 - 2. Barricade Fee - per day\$10.00
 - iv. Other fees including but not limited to additional City personnel staff, such as EMT support through Madeira Beach Fire Department, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.
- d. Mandatory Non-City Fees. The required used of Pinellas County Sheriff's Deputies, as defined within the special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.

- e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant.**
- f. Table games (Canasta, Bridge, etc.)
 - i. Resident: \$1.00
 - ii. Non-resident: \$2.00

ARTICLE VI. PUBLIC WORKS

A. Trash, Recycling, and Garbage
 (1) Removal service fees-

All residents, occupants, or owners of premises in the city shall be required to have accumulations of garbage, trash, garden trash, recyclable items, and noncombustible refuse removed and disposed of by the sanitation division of the city Public Works Department. For the purpose of this section a unit shall be defined as a living unit for human habitation containing kitchen facilities. The charges for garbage, recycling, and trash removal services shall be as follows:

- a. Single Family and Multi-Family, per dwelling, per month:
 - i. 64 Gallon Cart..... \$38.74
 - o Each additional cart per month\$14.00
 - ii. 96 Gallon Cart.....\$45.74
 - o Each additional cart per month\$14.00
- b. Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following for non-compacting containers:
 - i. Service twice per week, per month (Dumpster)
 - (a) One cubic yard..... \$122.82
 - (b) One and a half cubic yard.....\$157.00
 - (c) Two cubic yard\$191.17
 - (d) Three cubic yard.....\$259.52
 - ii. Each additional service per week, per month (Dumpster)
 - (a) One cubic yard \$68.35
 - (b) One and a half cubic yard.....\$76.90
 - (c) Two cubic yard\$102.53
 - (d) Three cubic yard\$136.70
 - iii. Service twice per week, per month (96 Gallon cart) \$40.00
 - o Each additional cart per month \$14.00
 - iv. Each additional service per week, per month (96 gallon cart) \$16.00
 - v. Sunday collections are double the additional service rate.
 - vi. Replacement Toter fee \$75.00

vii. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.

c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up

d. Unlawful/Illegal Dumping \$250.00

e. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.

(2) Recycling service fees (Commercial)

a. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

It is the property owner's responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.

(4) Owner's liability.

If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership of property.

(5) Payment, penalties, delinquency constitutes lien against property.

(Code 1983, §19-511)

All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30days).

B. Stormwater Utility Management

(1) Created.

A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:

- a. Residential Property
- b. Non-Residential Property
- c. Mixed Use Property

The Public Works Director will, from time to time, prepare a list of property within the City and assign a classification of residential or nonresidential property.

(2) Schedule of Rates

(Res. 05.20, 09/14/2005)

- (1) The EDU rate shall be \$10.00 per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:
 - i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

Fee = (EDU rate) X (Number of dwelling units)

- ii. The fee of a property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is:

Fee = (EDU rate) X (Impervious area expressed in square feet) / 1,249 square feet, but not less than the rate for one EDU)

***Fractional remainders**

- iii. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet per dwelling unit and subtracting the resulting square footage of impervious

area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
- (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
- i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
 - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.
 - iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
 - iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X0.75).
- (3) Billing, Collecting, Delinquency, and Penalty
- a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
 - b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
 - c. Statements for the stormwater management utility fee shall be payable at the same time

and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.

- d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

(Code 1983, §19-512)

- a. Any owner, tenant or occupant who has paid the rendered fee and who believes that the fee is in error may, subject to the limitations set forth in this division, submit an adjustment request to the Public Works Director.
 - i. Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the belief is based.
 - ii. The Public Works Director shall review the adjustment request within 90 days of the submittal of the request and shall respond in writing to the requesting fee payer, either denying or granting the request with the reason therefore stated in such response.
 - iii. The rate adjustment, if granted, will apply retroactively to the date at which the erroneous information was applied to the fee payer's fee, but will not exceed one year prior to the adjustment request.
 - iv. Upon denial of the adjustment request, the owner, tenant, or occupant making the original adjustment request may, within 30 days of the receipt of denial, petition for a review of the adjustment request by the board of adjustment. The board of adjustment shall review the adjustment request in accordance with the provisions set forth in the City Code, Chapter 2, as well as the documented evidence provided in the original adjustment request and supplemental evidence requested by the Director of Community Services or provided by the fee payer prior to the decision made by the Director of Community Services. Within 60 days of the petition the board of adjustment shall in writing, either grant or deny the petition. If the petition is granted, the Public Works Director will apply the adjustment to the fee for the requesting customer for the retroactive period identified by the board of adjustment.

- b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

(5) Sec. 70-156. - Enforcement.

- a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- b. *Criminal penalties.* Any intentional or willful violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a criminal penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- c. *Injunctive relief.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to injunctive relief if necessary to protect the public health, safety, or general welfare.
- d. *Continuing violation.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued under this article.
- e. *Enforcement actions.* The director may take all actions necessary, including the issuance of notices of violation and the filing of court actions, to require and enforce compliance with the provisions of this article and with any regulation or permit issued under this article.

ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

(Code 1983, Chapter 19, Article VII)

Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no-fee annual permit and pay a vessel inspection fee of \$25.00

B. Madeira Beach Municipal Marina fees

(Res 2016-03, 02/10/2016)

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated

and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing tool. Discounts will be for off peak times.

Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):

- (1) Transient Wet Slip per day.....\$2.10/foot/day
- (2) Transient Wet Slip per week.....\$11.00/foot/week
- (3) Transient Dry Storage
 - a. Regular per day\$28.04/day
 - b. Holidays and/or weekends per day.....\$37.38/day
- (4) Transient Dry Storage\$233.64/month
- (5) Wet Slip non-Live-aboard\$12.00/foot/month
- (6) Boat Lift\$15.50/foot/month
- (7) Commercial non-live-aboard wet slip.....\$13.00/foot/month
- (8) Wet Slip Live – aboard\$18.50/foot/month
- (9) Dry Storage – under 26’ boat length.....\$158.88/month
- (10) Dry Storage – 26’+ boat length\$196.26/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*)\$128.33/month
- (12) Dry storage for non-motorized boat*\$28.17/month
 - a. **Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
 - a. Launch\$4.67/day
 - b. Launch and Park\$14.02/day
 - c. Holiday Launch and Park\$18.69/day
 - d. Resident Launch (New).....\$1.87
 - e. Resident Launch & Park (New)\$9.35
- (14) Late Fee\$30.00
- (15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.
- (16) Fuel Discounts -Maximum discount per gallon \$0.30/gal
 - a. Commercial\$0.20/gal
 - b. Gulf of Mexico Commercial Fishing Fleet Discount\$0.30/gal
 - c. 50+ Gallon\$0.05/gal

- d. Boat US/ Sea Tow\$0.05/gal
- e. Madeira Beach Resident\$0.05/gal
- f. City Co-sponsored / Community events.....\$0.20/gal
 - i. Great American Grunt Hunt
 - ii. King of the Beach fishing tournament (Spring and Fall)
 - iii. Veterans Boat Parade
 - iv. Wild West Kingfish Tournament (*Spring and Fall*)
 - v. Sun Coast Kingfish Classic (*Spring and Fall*)
 - vi. Christmas Boat Parade
 - vii. Any other City Co-sponsored events as approved by the City Manager

- (17) Surveillance camera optional fee\$25.00/month

- (18) Live-aboard permits\$5.00(72 hours)
(Res 2019-18, 12/17/2019)

- (19) Temporary 3HR Wet Slip Parking/No Power\$20.00 + Tax

This page reserve for Publications by the City Clerk



Memorandum

Meeting Details: March 27, 2024

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Approval to Surplus & Purchase a truck

Background

Staff is requesting the Board of Commissioners approve the surplus for truck #33, a 2016 Peterbuilt rear load packer and truck #37, a 2017 Peterbuilt rear load packer. RDK Trucks has been onsite and inspected both trucks and given a purchase price of \$125,000 total. Both 33 and 37 have been replaced and are no longer needed.

Staff received truck #23, a 2023 Kenworth T880 with a 32 CY rear load packer at the beginning of FY 23 to replace truck #37. At the time of acceptance, our mechanic noticed the truck was not running properly and sent it back to the dealership. The truck stayed at the Fort Meyers Kenworth dealership for several months while they diagnosed the issue and repaired it. Shortly after receiving the truck back, we started having issues with the cylinders on the Heil packer. Tampa Crane & Body is a Heil dealership and had the truck a few time often for several months at a time to repair the blown main cylinder. The main cylinder has blown twice in the past year and is no longer under warranty. We have had several issues with this brand-new truck that we haven't experienced with the other 2 Kenworth T880's that are in our fleet and have been in services for a couple years. Due to having several issues with this truck staff would like to trade in the truck while we can still get nearly what we have in it. RDK has offered \$275K and will put that towards a new 2024 Battle Motor with a pac tech body.

Fiscal Impact

After the sale and trade in of #33 for \$50K, #37 for \$75K, and #23 for \$275K and the purchase of a new 2024 Battle Motor with a pac tech body for \$313,672.00, RDK will owe a credit to the city for \$86,328.00.

Recommendation(s)

Staff recommends the approval to surplus #33, #37, and #23 and purchase a new 2024 Battle Motor with a rear load Pac Tech body with a credit owed to the city of \$86,328.00 that will go back into the sanitation fund.

Attachments

- RDK Quotes



3214 Adamo Drive, Tampa, FL 33605
t. 8132410711 f. 8132410414

Q U O Item 9A.

Number RPRQ1403

Date Mar 12, 2024

Sold To

City of Madeira Beach
Megan Wepfer
300 Municipal Drive
Madeira Beach, FL 33708

Phone (727) 543-8154
Fax (727) 319-6857

Town of Dundee Rear Loader Truck
Piggyback RFP -24-03

Ship To

Salesperson	P.O. Number	Ship Via	Terms
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Rane Robinson

Line	Qty	Description	Unit Price	Ext. Price
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1	1	2024 BATTLE MOTORS WITH PAC TECH EXTREME DUTY REAR LOADER OVERHEAD REAVING SYSTEM W HYDRAULIC CONTAINER LOCKS KICK BAR PLUS 2 CART ATTACHMENTS HOPPER WORK LIGHT AND SIDE LIGHTS SMART LIGHTS ABOVE AND BELOW LOADING HOPPER REAR BACKUP CAMERA SYSTEM INCLUDES TAG, TITLE FEES AND DELIVERY	\$313,672.00	\$313,672.00
2	1	TRADE IN OFFER FOR: 2023 KENWORTH T880 REAR LOADER	-\$275,000.00	-\$275,000.00

SubTotal	\$38,672.00
Tax	\$0.00
Shipping	\$0.00
Total	\$38,672.00

Please contact me if I can be of further assistance.

Rane Robinson
rane@rdk.com
813 624 2704

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.





3214 Adamo Drive, Tampa, FL 33605
 t. 8132410711 f. 8132410414

Q U O Item 9A.

Number RPRQ1405

Date Mar 21, 2024

Sold To

City of Madeira Beach
 Megan Wepfer
 300 Municipal Drive
 Madeira Beach, FL 33708

Phone (727) 543-8154
Fax (727) 319-6857

Surplus/Trade in Equipment

Ship To

Salesperson	P.O. Number	Ship Via	Terms
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Rane Robinson

Line	Qty	Description	Unit Price	Ext. Price
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RDK TRUCK SALES IS PLEASED TO QUOTE THE FOLLOWING FOR SURPLUS OR TRADE IN REFUSE EQUIPMENT.

1	1	2016 PETERBILT VIN# 2NP3LJ0X5GM325465	\$55,000.00	\$55,000.00
2	1	2017 PETERBILT VIN# 3BPZL701HF173267	\$75,000.00	\$75,000.00
3	1	2023 KENWORTH VIN# 1NKZLJ0X5PJ251648	\$275,000.00	\$275,000.00

SubTotal	\$405,000.00
Tax	\$0.00
Shipping	\$0.00
Total	\$405,000.00

Please contact me if I can be of further assistance.

Rane Robinson
 rane@rdk.com
 813 624 2704

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



Memorandum

Meeting Details: March 27, 2024

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: ITB 2023-14 Coastal Groin Restoration Approval

Background

The City of Madeira Beach requested state appropriations for the renourishment of 22 existing beach groins and successfully received a 50% match funds from the Florida Department of Environmental Protection for \$1.75 Million. This grant is set to expire on December 31, 2024, if the job is not complete staff will be able to submit in writing an extension which is typically 6 months. Staff completed the design and placed the plans out for public bid. The bid was advertised on December 27, 2023 and a mandatory pre bid meeting was held at City Hall on January 18, 2024 where 28 people attended including city staff and engineers. When staff requested funding several years ago the total anticipated cost was \$3.5 million.

Bids were publicly opened on February 8, 2024 at 10:00 AM where we received 9 total submittals. Once bids were received staff and the engineers reviewed the bids checking for all requested documents and that the bid tabulation form was completed and calculated correctly. Once the calculations were checked, it was noted that several contractors had miscalculated or did not complete the form.

Staff identified BDI Marine Contractors, Custom Built Marine Contractors Inc, and Speeler Co as the three lowest bidders. Staff then created a reference check questionnaire and called references listed in each submittal. References from BDI Marine Contractors were questionable and information came out about several litigations with the company. Custom Built Marine had several references that were out of service and the others stated they were satisfied with the work completed. Speeler Co had great reviews

from all references listed. After the reference check staff called each contractor in for an interview / meeting to find out a little more about each and ensure that the city selects the most responsive responsible contractor for the job.

After the interviews staff discussed and recommended the Board of Commissioners proceed with Speeler Co to complete the Coastal Groin Restoration project. Speeler Co. has previously worked on the coastal groins during the 2012 / 2013 rehab project and is aware of our coastal conditions. Custom Built Marine has some experience but most experience is on the east coast of Florida and not like our groin project. BDI has several litigations that they did not disclose in their submittal or during the interview process. Staff requested legal advice and the city attorney agreed with staff recommendations to not proceed with BDI.

Fiscal Impact

There is a \$1.75 million grant from FDEP for this project and the remainder will be funded through the CIP.

Recommendation(s)

Staff recommends the City of Madeira Beach proceed with Speeler Co. to complete the Coastal Groin Restoration Project for the amount of \$3,838,677.99.

Attachments

- :- Speeler Submittal, submittal checklist, and Reference questionnaire
- :- Custom Built submittal checklist, and Reference questionnaire
- :- BDI Marine Contractors submittal checklist, and Reference questionnaire
- :- Contractor Bid Tabulation for all submittals
- :- Attorney Legal Opinion on BDI



ITB 2023-14 Coastal Groin Restoration
Bid Tabulation
Thursday February 8, 2024
Bid opening 10:00 AM

Company	Total Bid
✓ Speeter CO.	\$ 3,838,677.99
✓ All American	\$ 4,390,685.20
✓ Nordic Group	\$ 3,972,391.00
✓ Kelly Bro.	\$ 3,758,469.35 + 10% \$ 565,433.61
✓ SJ Hamill Construction Co.	\$ 4,337,921.50
✓ Hewes & CO, LLC	\$ 4,989,645.00 + 10% \$ 599,872.50
✓ Razorback LLC	\$ 3,671,022.96
✓ BDI (South FL Building)	\$ 3,095,140.40
✓ Custom Built + Marine Con.	\$ 3,736,935.40

Speeler																	
Pay Item No.							Description	Quantity	Unit	UnitPrice	Amount						
							MOBILIZATION & SITE PREPARATION										
1.1							Mobilization	1	LS	\$300,000.00	\$ 300,000.00						
1.2							Maintenance of Traffic	1	LS	\$22,000.00	\$ 22,000.00						
1.3							Erosion Control and Floating Turbidity	1	LS	\$15,000.00	\$ 15,000.00						
											\$ 337,000.00						
2.1										\$3.00	\$ 6,900.00						
2.2										\$3.00	\$ 2,700.00						
											\$ 9,600.00						
3.0	9' Sheet	UnitPrice	\$	12' Sheet	UnitPrice	\$	15' Sheet	UnitPrice				\$	9' Sheet	UnitPrice	\$	12' Sheet	UnitPrice
1	144	205.82	\$ 29,638.08	9	1480	\$ 13,320.00	0	0	\$ -		\$ -	\$ 42,958.08	144	784.55	\$ 112,975.20	9	944.97
2	153	205.82	\$ 31,490.46	0	1480	\$ -	0		\$ -		\$ -	\$ 31,490.46	153	784.55	\$ 120,036.15	0	
3	153	205.82	\$ 31,490.46	20	1480	\$ 29,600.00	0		\$ -		\$ -	\$ 61,090.46	153	784.55	\$ 120,036.15	20	944.97
4	77	205.82	\$ 15,848.14	81	1480	\$ 119,880.00	15	1100.27	\$ 16,504.05		\$ 16,504.05	\$ 152,232.19	77	784.55	\$ 60,410.35	81	944.97
5	6	205.82	\$ 1,234.92	87	1480	\$ 128,760.00	30	1100.27	\$ 33,008.10		\$ 33,008.10	\$ 163,003.02	6	784.55	\$ 4,707.30	87	944.97
6	165	205.82	\$ 33,960.30	77	1480	\$ 113,960.00	0		\$ -		\$ -	\$ 147,920.30	165	784.55	\$ 129,450.75	77	944.97
7	120	205.82	\$ 24,698.40	90	1480	\$ 133,200.00	72	1100.27	\$ 79,219.44		\$ 79,219.44	\$ 237,117.84	120	784.55	\$ 94,146.00	90	944.97
8	42	205.82	\$ 8,644.44	156	1480	\$ 230,880.00	35	1100.27	\$ 38,509.45		\$ 38,509.45	\$ 278,033.89	42	784.55	\$ 32,951.10	156	944.97
9	69	205.82	\$ 14,201.58	95	1480	\$ 140,600.00	48	1100.27	\$ 52,812.96		\$ 52,812.96	\$ 207,614.54	69	784.55	\$ 54,133.95	95	944.97
10	53	205.82	\$ 10,908.46	92	1480	\$ 136,160.00	59	1100.27	\$ 64,915.93		\$ 64,915.93	\$ 211,984.39	53	784.55	\$ 41,581.15	92	944.97
11	12	205.82	\$ 2,469.84	92	1480	\$ 136,160.00	59	1100.27	\$ 64,915.93		\$ 64,915.93	\$ 203,545.77	12	784.55	\$ 9,414.60	92	944.97
12	57	205.82	\$ 11,731.74	89	1480	\$ 131,720.00	36	1100.27	\$ 39,609.72		\$ 39,609.72	\$ 183,061.46	57	784.55	\$ 44,719.35	89	944.97
13	105	205.82	\$ 21,611.10	87	1480	\$ 128,760.00	0		\$ -		\$ -	\$ 150,371.10	105	784.55	\$ 82,377.75	87	944.97
14	96	205.82	\$ 19,758.72	86	1480	\$ 127,280.00	0		\$ -		\$ -	\$ 147,038.72	96	784.55	\$ 75,316.80	86	944.97
15	51	205.82	\$ 10,496.82	96	1480	\$ 142,080.00	45	1100.27	\$ 49,512.15		\$ 49,512.15	\$ 202,088.97	51	784.55	\$ 40,012.05	96	944.97
16	68	205.82	\$ 13,995.76	98	1480	\$ 145,040.00	27	1100.27	\$ 29,707.29		\$ 29,707.29	\$ 188,743.05	68	784.55	\$ 53,349.40	98	944.97
17	109	205.82	\$ 22,434.38	83	1480	\$ 122,840.00	0		\$ -		\$ -	\$ 145,274.38	109	784.55	\$ 85,515.95	83	944.97
18	192	205.82	\$ 39,517.44	0	1480	\$ -	0		\$ -		\$ -	\$ 39,517.44	192	784.55	\$ 150,633.60	0	944.97
19	149	205.82	\$ 30,667.18	54	1480	\$ 79,920.00	0		\$ -		\$ -	\$ 110,587.18	149	784.55	\$ 116,897.95	54	944.97
20	185	205.82	\$ 38,076.70	8	1480	\$ 11,840.00	0		\$ -		\$ -	\$ 49,916.70	185	784.55	\$ 145,141.75	8	944.97
21	134	205.82	\$ 27,579.88	59	1480	\$ 87,320.00	0		\$ -		\$ -	\$ 114,899.88	134	784.55	\$ 105,129.70	59	944.97
22	192	205.82	\$ 39,517.44	0	1480	\$ -	0		\$ -		\$ -	\$ 39,517.44	192	784.55	\$ 150,633.60	0	
										SUBTOTAL	\$ 3,108,007.26						
										Total 1,2,3	\$ 3,454,607.26						
										10%	\$ 345,460.73						
										GRAND	\$ 3,800,067.99						
Speeler																	

Kelly Brothers					Hewes & Company								
				UnitPrice	Amount						Description	Quantity	Unit
	MOBILIZATION & SITE PREPARATION										MOBILIZATION & SITE PREPARATION		
	Mobilization	1	LS	\$1,517,339.79	\$1,517,339.79						Mobilization	1	LS
	Maintenance of Traffic	1	LS	\$75,455.53	\$75,455.53						Maintenance of Traffic	1	LS
	Erosion Control and Floating Turbidity	1	LS	\$276,425.41	\$276,425.41						Erosion Control and Floating Turbidity	1	LS
	SUBTOTAL				\$ 1,869,220.73								
	DUNE RESTORATION										DUNE RESTORATION		
	Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	2300	EA	\$6.60	\$15,180.00						Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	2300	EA
	Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	900	EA	\$12.74	\$11,466.00						Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	900	EA
					\$ 26,646.00								
	\$	15' Sheet	UnitPrice		\$	9' Sheet	UnitPrice	\$	12' Sheet	UnitPrice	\$	15' Sheet	UnitPrice
\$ 8,504.73	0	0	\$ -	\$ -	144	1160	\$ 167,040.00	9	1,195.00	\$ 10,755.00	0	0	\$ -
\$ -	0		\$ -	\$ -	153	1160	\$ 177,480.00	0	1,195.00	\$ -	0		\$ -
\$ 18,899.40	0		\$ -	\$ -	153	1160	\$ 177,480.00	20	1,195.00	\$ 23,900.00	0		\$ -
\$ 76,542.57	15	1291.52	\$ 19,372.80	\$ 19,372.80	77	1160	\$ 89,320.00	81	1,195.00	\$ 96,795.00	15	1,270.00	\$ 19,050.00
\$ 82,212.39	30	1291.52	\$ 38,745.60	\$ 38,745.60	6	1160	\$ 6,960.00	87	1,195.00	\$ 103,965.00	30	1,270.00	\$ 38,100.00
\$ 72,762.69	0		\$ -	\$ -	165	1160	\$ 191,400.00	77	1,195.00	\$ 92,015.00	0		\$ -
\$ 85,047.30	72	1291.52	\$ 92,989.44	\$ 92,989.44	120	1160	\$ 139,200.00	90	1,195.00	\$ 107,550.00	72	1,270.00	\$ 91,440.00
\$ 147,415.32	35	1291.52	\$ 45,203.20	\$ 45,203.20	42	1160	\$ 48,720.00	156	1,195.00	\$ 186,420.00	35	1,270.00	\$ 44,450.00
\$ 89,772.15	48	1291.52	\$ 61,992.96	\$ 61,992.96	69	1160	\$ 80,040.00	95	1,195.00	\$ 113,525.00	48	1,270.00	\$ 60,960.00
\$ 86,937.24	59	1291.52	\$ 76,199.68	\$ 76,199.68	53	1160	\$ 61,480.00	92	1,195.00	\$ 109,940.00	59	1,270.00	\$ 74,930.00
\$ 86,937.24	59	1291.52	\$ 76,199.68	\$ 76,199.68	12	1160	\$ 13,920.00	92	1,195.00	\$ 109,940.00	59	1,270.00	\$ 74,930.00
\$ 84,102.33	36	1291.52	\$ 46,494.72	\$ 46,494.72	57	1160	\$ 66,120.00	89	1,195.00	\$ 106,355.00	36	1,270.00	\$ 45,720.00
\$ 82,212.39	0		\$ -	\$ -	105	1160	\$ 121,800.00	87	1,195.00	\$ 103,965.00	0		\$ -
\$ 81,267.42	0		\$ -	\$ -	96	1160	\$ 111,360.00	86	1,195.00	\$ 102,770.00	0		\$ -
\$ 90,717.12	45	1291.52	\$ 58,118.40	\$ 58,118.40	51	1160	\$ 59,160.00	96	1,195.00	\$ 114,720.00	45	1,270.00	\$ 57,150.00
\$ 92,607.06	27	1291.52	\$ 34,871.04	\$ 34,871.04	68	1160	\$ 78,880.00	98	1,195.00	\$ 117,110.00	27	1,270.00	\$ 34,290.00
\$ 78,432.51	0		\$ -	\$ -	109	1160	\$ 126,440.00	83	1,195.00	\$ 99,185.00	0		\$ -
\$ -	0		\$ -	\$ -	192	1160	\$ 222,720.00	0	1,195.00	\$ -	0		\$ -
\$ 51,028.38	0		\$ -	\$ -	149	1160	\$ 172,840.00	54	1,195.00	\$ 64,530.00	0		\$ -
\$ 7,559.76	0		\$ -	\$ -	185	1160	\$ 214,600.00	8	1,195.00	\$ 9,560.00	0		\$ -
\$ 55,753.23	0		\$ -	\$ -	134	1160	\$ 155,440.00	59	1,195.00	\$ 70,505.00	0		\$ -
\$ -	0		\$ -	\$ -	192	1160	\$ 222,720.00	0	1,195.00	\$ -	0		\$ -
					\$ 3,758,469.35								
					\$ 5,654,336.08								
					10%	\$ 565,433.61							
					GRAND	\$ 6,219,769.69							

Razorback LLC - Bid Tabulation incomplete					SJ Hamill Construction														
Description	Quantity	Unit	UnitPrice	Amount											UnitPrice	Amount			
MOBILIZATION & SITE PREPARATION																			
Mobilization	1	LS	\$450,000.00	\$ 450,000.00															
Maintenance of Traffic	1	LS	\$10,000.00	\$ 10,000.00															
Erosion Control and Floating Turbidity	1	LS	\$24,000.00	\$ 24,000.00															
				\$ 484,000.00															\$ 511,800.00
DUNE RESTORATION																			
Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	2300	EA	\$40.00	\$ 92,000.00															
Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	900	EA	\$10.00	\$ 9,000.00															
				\$ 101,000.00															\$ 6,880.00
\$	15' Sheet	UnitPrice		\$ -	9' Sheet	UnitPrice	\$	12' Sheet	UnitPrice	\$	15' Sheet	UnitPrice		\$ -	9' Sheet	UnitPrice			
\$ 5,886.00	0	\$ -		\$ 100,062.00	144	780.00	\$ 112,320.00	9	835.00	\$ 7,515.00	0	0	\$ -	\$ 119,835.00	144	115,776.00			
\$ -	0	\$ -		\$ 100,062.00	153	780.00	\$ 119,340.00	0		\$ -	0		\$ -	\$ 119,340.00	153				
\$ 13,080.00	0	\$ -		\$ 113,142.00	153	780.00	\$ 119,340.00	20	835.00	\$ 16,700.00	0		\$ -	\$ 136,040.00	153				
\$ 52,974.00	15	\$ 9,810.00		\$ 113,142.00	77	780.00	\$ 60,060.00	81	835.00	\$ 67,635.00	15	910.00	\$ 13,650.00	\$ 141,345.00	77				
\$ 56,898.00	30	\$ 19,620.00		\$ 80,442.00	6	780.00	\$ 4,680.00	87	835.00	\$ 72,645.00	30	910.00	\$ 27,300.00	\$ 104,625.00	6				
\$ 50,358.00	0	\$ -		\$ 158,268.00	165	780.00	\$ 128,700.00	77	835.00	\$ 64,295.00	0		\$ -	\$ 192,995.00	165				
\$ 58,860.00	72	\$ 47,088.00		\$ 184,428.00	120	780.00	\$ 93,600.00	90	835.00	\$ 75,150.00	72	910.00	\$ 65,520.00	\$ 234,270.00	120				
\$ 102,024.00	35	\$ 22,890.00		\$ 152,382.00	42	780.00	\$ 32,760.00	156	835.00	\$ 130,260.00	35	910.00	\$ 31,850.00	\$ 194,870.00	42				
\$ 62,130.00	48	\$ 31,392.00		\$ 138,648.00	69	780.00	\$ 53,820.00	95	835.00	\$ 79,325.00	48	910.00	\$ 43,680.00	\$ 176,825.00	69				
\$ 60,168.00	59	\$ 38,586.00		\$ 133,416.00	53	780.00	\$ 41,340.00	92	835.00	\$ 76,820.00	59	910.00	\$ 53,690.00	\$ 171,850.00	53				
\$ 60,168.00	59	\$ 38,586.00		\$ 106,602.00	12	780.00	\$ 9,360.00	92	835.00	\$ 76,820.00	59	910.00	\$ 53,690.00	\$ 139,870.00	12				
\$ 58,206.00	36	\$ 23,544.00		\$ 119,028.00	57	780.00	\$ 44,460.00	89	835.00	\$ 74,315.00	36	910.00	\$ 32,760.00	\$ 151,535.00	57				
\$ 56,898.00	0	\$ -		\$ 125,568.00	105	780.00	\$ 81,900.00	87	835.00	\$ 72,645.00	0		\$ -	\$ 154,545.00	105				
\$ 56,244.00	0	\$ -		\$ 119,028.00	96	780.00	\$ 74,880.00	86	835.00	\$ 71,810.00	0		\$ -	\$ 146,690.00	96				
\$ 62,784.00	45	\$ 29,430.00		\$ 125,568.00	51	780.00	\$ 39,780.00	96	835.00	\$ 80,160.00	45	910.00	\$ 40,950.00	\$ 160,890.00	51				
\$ 64,092.00	27	\$ 17,658.00		\$ 126,222.00	68	780.00	\$ 53,040.00	98	835.00	\$ 81,830.00	27	910.00	\$ 24,570.00	\$ 159,440.00	68				
\$ 54,282.00	0	\$ -		\$ 125,568.00	109	780.00	\$ 85,020.00	83	835.00	\$ 69,305.00	0		\$ -	\$ 154,325.00	109				
\$ -	0	\$ -		\$ 125,568.00	192	780.00	\$ 149,760.00	0	835.00	\$ -	0		\$ -	\$ 149,760.00	192				
\$ 35,316.00	0	\$ -		\$ 132,762.00	149	780.00	\$ 116,220.00	54	835.00	\$ 45,090.00	0		\$ -	\$ 161,310.00	149				
\$ 5,232.00	0	\$ -		\$ 126,222.00	185	780.00	\$ 144,300.00	8	835.00	\$ 6,680.00	0		\$ -	\$ 150,980.00	185				
\$ 38,586.00	0	\$ -		\$ 126,222.00	134	780.00	\$ 104,520.00	59	835.00	\$ 49,265.00	0		\$ -	\$ 153,785.00	134				
\$ -	0	\$ -		\$ 125,568.00	192	780.00	\$ 149,760.00	0		\$ -	0		\$ -	\$ 149,760.00	192	154386.00			
				\$ 2,757,918.00										\$ 3,424,885.00					
				Total 1,2,3			\$ 3,342,918.00							Total 1,2,3					\$ 3,943,565.00
				10%			\$ 334,291.80							10%					\$ 394,356.50
				GRAND			\$ 3,677,209.80							GRAND					\$ 4,337,921.50

Nordic --Bid Form Incomplete

							UnitPrice	Amount
				Mobilization	1	LS	\$300,000.00	\$300,000.00
				maintenance of	1	LS	\$22,000.00	\$22,000.00
				Erosion Control and	1	LS	\$15,000.00	\$15,000.00
				SUBTOTAL				\$ 337,000.00
				RESTORATION				
				Sea Oats (Uniola paniculata)	2300	EA	\$26.25	\$60,375.00
				Bitter Panicgrasses (Panicum)	900	EA	\$26.25	\$23,625.00
								\$ 84,000.00
\$	12' Sheet	UnitPrice	\$	15' Sheet	UnitPrice			\$ -
\$ 16,671,744.00	9		\$ -	0	0	\$ -		\$ 16,671,744.00
\$ -	0		\$ -	0	0	\$ -		\$ -
\$ -	20		\$ -	0	0	\$ -		\$ -
\$ -	81		\$ -	15		\$ -		\$ -
\$ -	87		\$ -	30		\$ -		\$ -
\$ -	77		\$ -	0	0	\$ -		\$ -
\$ -	90		\$ -	72		\$ -		\$ -
\$ -	156		\$ -	35		\$ -		\$ -
\$ -	95		\$ -	48		\$ -		\$ -
\$ -	92		\$ -	59		\$ -		\$ -
\$ -	92		\$ -	59		\$ -		\$ -
\$ -	89		\$ -	36		\$ -		\$ -
\$ -	87		\$ -	0	0	\$ -		\$ -
\$ -	86		\$ -	0	0	\$ -		\$ -
\$ -	96		\$ -	45		\$ -		\$ -
\$ -	98		\$ -	27		\$ -		\$ -
\$ -	83		\$ -	0	0	\$ -		\$ -
\$ -	0		\$ -	0	0	\$ -		\$ -
\$ -	54		\$ -	0	0	\$ -		\$ -
\$ -	8		\$ -	0	0	\$ -		\$ -
\$ -	59		\$ -	0	0	\$ -		\$ -
\$ 29,642,112.00	0		\$ -	0	0	\$ -		\$ 29,642,112.00
							SUBTOTAL	\$ 46,313,856.00
							Total 1,2,3	\$ 46,734,856.00
							10%	\$ 4,673,485.60
							GRAND	\$ 51,408,341.60



City of Madeira Beach Request for Proposal (RFP)

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

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

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

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SECTION 1. GENERAL CONTRACT DOCUMENTS

REQUEST FOR PROPOSAL RFP# 2023-14 Coastal Groin Restoration

BID DOCUMENTS

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

LOCATION

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

BID SUBMITTALS

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

PRE-BID MEETING

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

BID PACKAGES

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

Bids should be addressed to:

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

Plainly marked as:

"Coastal Groin Restoration "RFP # 2023-14"

Schedule of Events

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

CONTACT INFORMATION

Megan Wepfer
Public Works Director
727-543-8154
mwepfer@madeirabeachfl.gov

SCOPE OF WORK

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

BACKGROUND

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

GENERAL SPECIFICATIONS

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

CONTRACTOR QUALIFICATIONS

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

ADDITIONAL WORK DETAILS

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

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

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

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

MEASUREMENT

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

STATEMENT OF WORK

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

BEGINNING DATE

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

COMPLETION DATE

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

EXAMINATION OF SITE

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

ASSURANCES

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

RESIDENT NOTIFICATION

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

TRAFFIC CONTROL AND STAGING AREA

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

ASSIGNMENT AND TRANSFER OF CONTRACT

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

SUBCONTRACTS

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

PERFORMANCE PAYMENT BOND

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

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

LIQUIDATED DAMAGES

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

PAYMENT

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

EXTRA WORK AND CHARGES

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

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

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

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

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

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

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

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

CLAIMS FOR EXTRA COST

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

PAYMENTS FOR WORK COMPLETED

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

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

PAYMENTS WITHHELD

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

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

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

FINAL ESTIMATES

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

LIENS

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

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

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

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

INTENT OF PLANS AND SPECIFICATIONS

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

SUPERINTENDENCE

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

LABOR PROVISIONS

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

LIABILITY INSURANCE

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

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

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

Commercial Liability Insurance \$1,000,000.00.
 Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
 Personal Injury for \$1,000,000.00 each occurrence.
 Automobile Liability \$1,000,000.00.
 Marine General Liability Insurance including Longshore Harbor Worker's Compensation
 General Workers Compensation Insurance as required by Florida law.

PROTECTION OF WORK AND PROPERTY

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

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

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

PARKING

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

TRANSPORTATION, HANDLING and STORAGE

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

VEHICLES

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

ENVIRONMENTAL PROTECTION

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

WORKMANSHIP

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

UTILITIES

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

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

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

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

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

CLEANING UP

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

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

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

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

DEFECTIVE WORK OR MATERIAL

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

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

DISPUTE RESOLUTION

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

INDEMNITY

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

GENERAL WARRANTY

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

LAND OF CITY, USE OF, BY CONTRACTOR

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

OTHER WORK

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

OTHER CONTRACTS

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

DELAYS AND EXTENSION OF TIME

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

CITY'S RIGHT TO TAKE OVER THE WORK

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

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

RIGHT OF OCCUPANCY

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

ACCEPTANCE

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

WAIVER

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

INSPECTION

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

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

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

SECTION 2. REFERENCES & QUALIFICATIONS

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

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

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

SECTION 3. CERTIFICATE OF INSURANCE

INSURANCE

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

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

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677	CONTACT NAME: Susan Kern, AAI CIC CPIW PHONE (A/C, No, Ext): (813) 818-5300 FAX (A/C, No): (813) 818-5396 E-MAIL ADDRESS: susan.kern@stahlinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Speeler Foundations, Inc. 6111 142nd Avenue N Clearwater FL 33760	INSURER A: Indemnity Insurance Co of North America 43575 INSURER B: Auto Owners Insurance Co 18988 INSURER C: American Interstate Insurance Co 31895 INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			N10767118	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4268393701	06/05/2023	06/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			N10767155	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCFL3238562024	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Includes USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crew Coverage/Jones Act Contractors Equipment			N10767076	01/01/2024	01/01/2025	Up to 12 Crew \$1,000,000 See Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Madeira Beach 300 Municipal Drive Madeira Beach FL 33708	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

SECTION 4. PERFORMANCE BOND

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

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

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

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

IN TESTIMONY, WHEREOF, witness the hands and seals of the parties hereto this 8th day of Feb, 2024.

Spuler Foundations Inc
CONTRACTOR
By: [Signature]

ATTEST: _____

SURETY
By: _____
ATTORNEY-IN-FACT

WITNESS:
[Signature]

COUNTERSIGNED:

Contractor's Payment and Performance Bond

**PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND**

Bond No. _____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to _____, herein called Owner, whose principal address and phone number are _____, in the sum of \$ _____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract for RFP #2023-14 dated _____, 20__, between Principal and Owner, which contract was awarded pursuant to RFP # 2023-14, for construction of 22 Coastal Groins, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is restoration of 22 coastal groins located along Madeira Beach.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, _____.

(Name of Principal) _____

(Name of Surety) _____

By: _____
as Attorney in Fact for Surety

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by
_____ (name and title of corporate officer) of _____
(name of corporation), a _____ (state or place of incorporation) corporation, on
behalf of the corporation. He/she is personally known to me or has produced
_____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

As to City
Robin Gomez
City Manager
City of Madeira Beach, Florida
300 Municipal Dr.
Madeira Beach, Florida 33708

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

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

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

Vendor

CITY OF MADEIRA BEACH, FLORIDA

BY _____

BY _____
ROBIN GOMEZ, CITY MANAGER

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

SECTION 6. PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Speeler Foundations, Inc.

Name of Person Submitting Proposals Douglas R. Speeler, Jr.

PROPOSER ACKNOWLEDGMENT

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

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
<u>#1</u>	<u>Jan 22, 2024</u>
<u>#2</u>	<u>Feb 2, 2024</u>
<u>#3</u>	<u>Feb 6, 2024</u>

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

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

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

Signature Onya

Date 2/8/24

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

SECTION 7. "CONTRACTOR" PROFILE

Submitted by (Company Name): Speeler Foundations, Inc.

Circle one of the following:

Corporation **Partnership** **Individual** **Joint Venture**

Other Describe: _____ Florida

Contractor License Number: C-8853

Expiration Date: Sept. 30, 2024 Unique Entity ID: _____ FEIN: 59-3669172

Office Location: 6111 142nd Ave N Clearwater, FL 33760

Number of people in your organization: 48

Length of time the Contractor has been doing business under this name in Florida: 23.5 years.

Length of time your firm has provided services to governmental clients: 23.5 years.

Under what other name(s) has your firm operated: Speeler Companies

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

YES

NO

If yes, Include a detailed explanation.

SECTION 8. HOLD HARMLESS AGREEMENT

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

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

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

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

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

Speeler Foundations, Inc./Douglas R Speeler Jr

Contractor/ "CONTRACTOR"- Printed Name

[Handwritten Signature]

Signature

Coastal Groins Restoration RFP#2023-14

Project Name

[Handwritten Date]

Date

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

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

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

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

By Douglas R Speeler, Jr as President

(Print individual's name and title)

for Speeler Foundations, Inc.

(Print name of entity submitting sworn statement)

whose business address is 6111 142nd Ave N Clearwater, FL 33760 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3669172.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY ID ENTIFIED 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.

[Signature]
Authorized Signature
2/8/24
Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 8th day of Feb, 2024

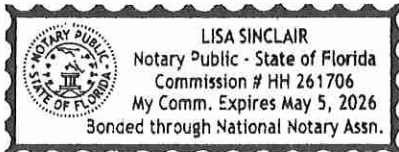
Personally Known [Signature] or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires May 5 2026

(seal)

This document must be completed and returned with your submission.



SECTION 10. IMMIGRATION AFFIDAVIT CERTIFICATION

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

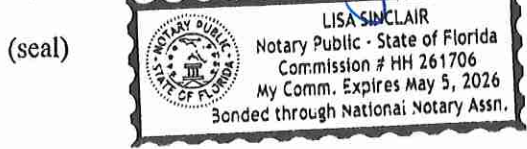
The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of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

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

Company Name: Speeler Foundations, Inc.
Print Name: Douglas R Speeler, Jr Title: President
Signature: [Handwritten Signature] Date: 2/8/2024
State of: Florida
County of: Pinellas
Sworn to and subscribed before me this 8th day of Feb, 2024
Personally Known [Initials] or Produced Identification _____
(Specify Type of Identification)

[Handwritten Signature]
Signature of Notary

My Commission Expires May 5 2026



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

This document must be completed and returned with your submission.

SECTION 11. BIDDERS CHECKLIST

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

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

SECTION 12. EXHIBIT A
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Douglas R Speeler, Jr as President
[print individual's name and title]

for Speeler Foundations, Inc.

[print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave N Clearwater, FL 33760

and Federal Employer Identification Number (FEIN) is 59-3669172, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

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

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein. above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

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

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

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

Authorized Signature

LSA
2/8/24

Date Signed

State of: Florida

County of: Pinellas

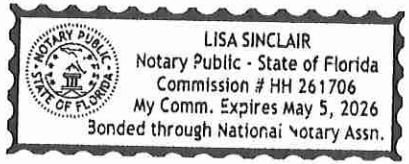
Sworn to and subscribed before me this 8th day of Feb, 2024.

Personally Known or Produced Identification

(Specify Type of Identification)

[Signature] Signature of Notary

My Commission Expires May 5 2026



This document must be completed and returned with your submission.

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

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

This sworn statement is submitted to the City of Madeira Beach by Douglas R Speeler, Jr as President
[print individual's name and title]

for Speeler Foundations, Inc. [print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave N Clearwater, FL 33760 and (if

applicable) its Federal Employer Identification Number (FEIN) is 59-3669172 (If the entity has no FEIN, include

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

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

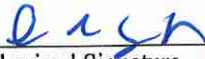
- (i) the dangers of drug abuse in the workplace.
 - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.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

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

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

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

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



 Authorized Signature 2/8/24

 Date Signed

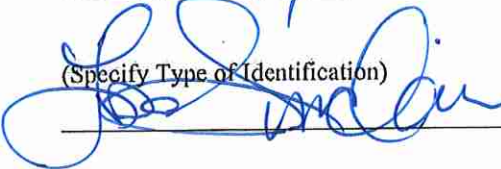
State of: Florida

County of: Pinellas

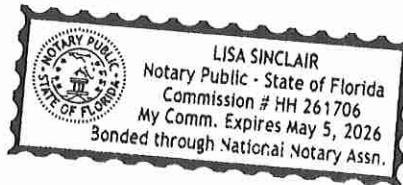
Sworn to and subscribed before me this 8th day of Feb, 2024.

Personally Known Y or Produced Identification _____

(Specify Type of Identification)

 Signature of Notary

My Commission Expires May 5 2026



SECTION 14. CONTRACTOR EDUCATION & TRAINING

Speeler Foundations, Inc. is a well respected marine construction company located in Pinellas County, Florida,

that has been in business since 2000.

We have forty-eight (48) employees. Our employees have a wide range of marine construction experience; some have well over 20 years of experience.

Our work over the last 24 years spans residential, commercial and governmental projects. In addition to numerous residential projects, we have completed work for several municipalities including Madeira Beach, Gulfport, Clearwater, St. Petersburg, Indian Shores, as well as the Florida Dish and Wildlife Commission, the St. Petersburg Sheriff's Dept, Pinellas County Water and Navigation, and the U.S Coast Guard.

We believe that all of the above work experience puts us in a very good position to execute the requested work in a timely manner and with an excellent final product.

We thank you for the opportunity to bid this project. If there is any further information needed, please do not hesitate to contact us.

This document must be completed and returned with your submission.

SECTION 15. COASTAL GROIN LIST

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

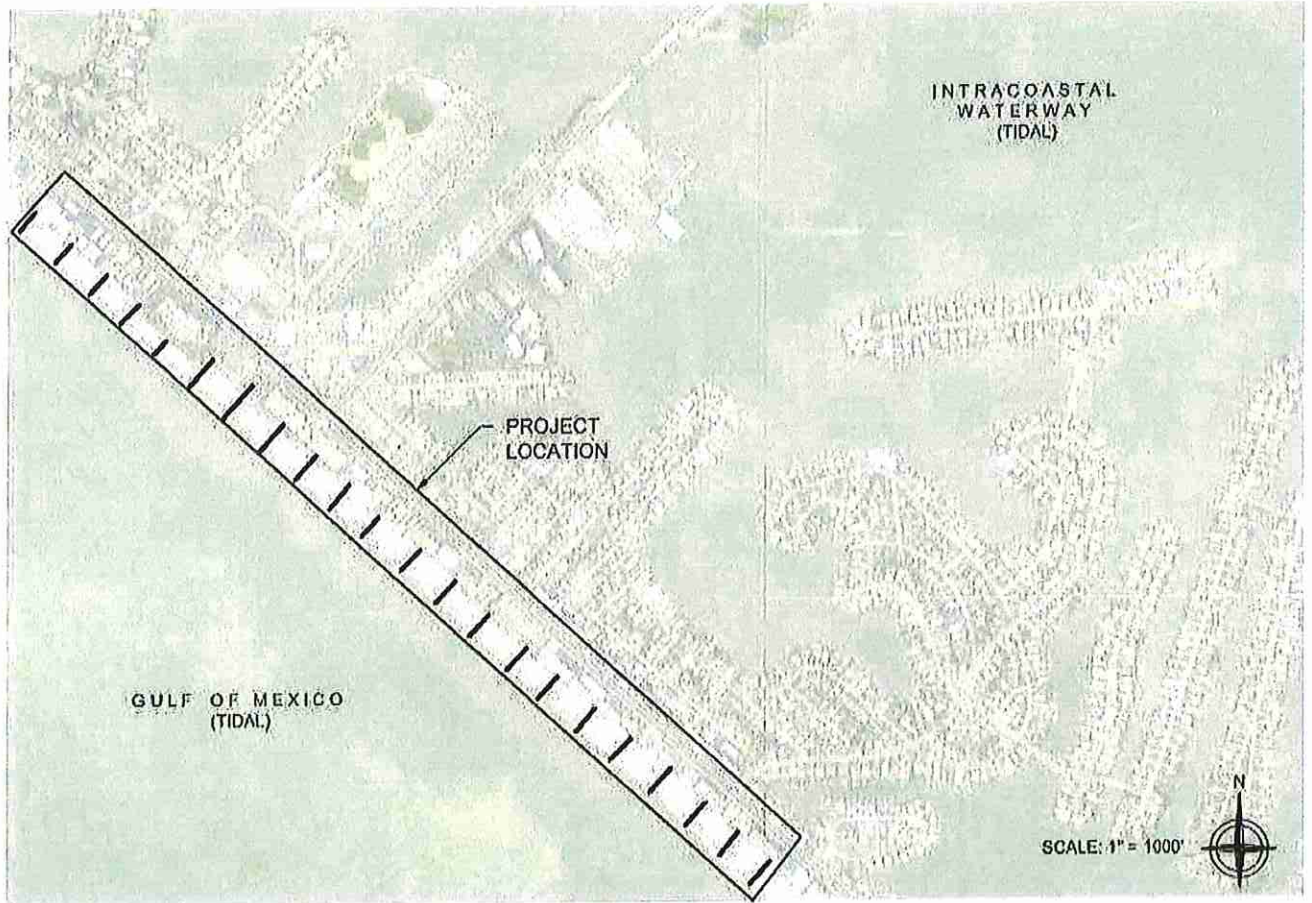
SECTION 16. BID TABULATION

•EXISTING CONCRETE H-PILE AND SLABS TO REMAIN (SIZE VARIES;DEPTH UNKNOWN).
 •VINYL SHEET PILE (EACH SIDE OF EXISTING GROINS).
 •COMPACTED SANDS BETWEEN WALLS.
 •TOP OF PROPOSED SHEET PILE TO BE 6" ABOVE EXISTING GROIN ELEVATION.
 •SHEETS - VINYL SHEET PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).
 •MEETS FBC 2020 - 7TH EDITION- ANY INCIDENTAL WORK TO RESTORE EXISTING GROINS.
MATERIAL, LINEAR FOOT OF INSTALLED SHEET PILES INCLUDES:
 1.CONCRETE - 5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE).
 2.THRU BOLTS - 3/4" S.S. ALL THREAD W/ 4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 36" O.C +/- AT INTERIOR CORRUGATIONS OF BOTH SHEET PILES.

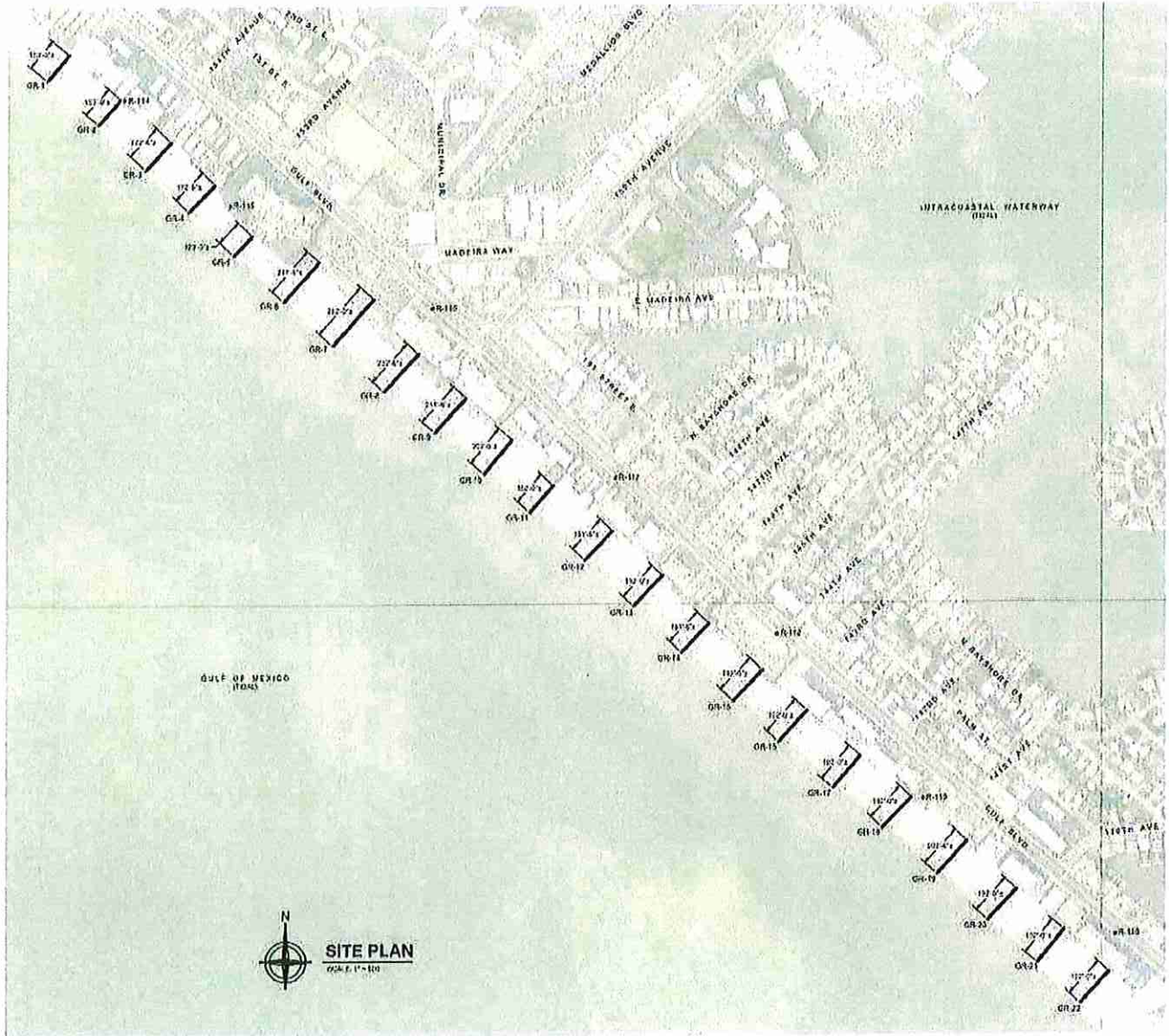
		MOBILIZATION & SITE PREPARATION	UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)		
1.1		Mobilization	LS	1		330,000.00		
1.2		Maintenance of Traffic	LS	1		29,000.00		
1.3		erosion Control and Floating Turbidity	LS	1		13,100.00		
Subtotal Mobilization						372,100.00		
2.0 BID ITEM		DUNE RESTORATION	UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)		
2.1		Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	EA	2,300	3.00	6,900.00		
2.2		Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	EA	900	3.00	2,700.00		
Subtotal Dune Restoration						9,600.00		
3.0 Groin #	Linear Feet	9' Sheets	UNIT PRICE (\$)	12' Sheets	UNIT PRICE (\$)	15' Sheets	UNIT PRICE (\$)	TOTAL (\$)
1	153.0 +/-	144	205.82	9	1480	0	0	42,958.08
2	153.0 +/-	153	205.82	0	1480	0	0	31,490.46
3	172.6 +/-	153	205.82	20	1480	0	0	61,090.46
4	172.6 +/-	77	205.82	81	1480	15	1100.27	152,232.19
5	123.0 +/-	6	205.82	87	1480	30	1100.27	163,003.02
6	241.6 +/-	165	205.82	77	1480	0	0	147,920.30
7	282.0 +/-	120	205.82	90	1480	72	1100.27	237,117.84
8	232.6 +/-	42	205.82	156	1480	35	1100.27	278,033.89
9	211.6 +/-	69	205.82	95	1480	48	1100.27	207,614.54
10	202.6 +/-	53	205.82	92	1480	59	1100.27	211,984.39
11	162.0 +/-	12	205.82	92	1480	59	1100.27	203,545.77
12	181.6 +/-	57	205.82	89	1480	36	1100.27	183,061.46
13	192.0 +/-	105	205.82	87	1480	0	0	150,371.10

14	181.6 +/-	96	205.82	86	1480	0	0	147,038.72
15	192.0 +/-	51	205.82	96	1480	45	1100.27	202,088.97
16	192.0 +/-	68	205.82	98	1480	27	1100.27	188,743.05
17	192.0 +/-	109	205.82	83	1480	0	0	145,274.38
18	192.0 +/-	192	205.82	0	1480	0	0	39,517.44
19	202.6 +/-	149	205.82	54	1480	0	0	110,587.18
20	192.0 +/-	185	205.82	8	1480	0	0	49,916.70
21	192.0 +/-	134	205.82	59	1480	0	0	114,899.88
22	192.0 +/-	192	205.82	0	1480	0	0	39,517.44
Subtotal Groins Restoration								3,108,007.26
Subtotal 1.0-3.0								3,489,707.26
Contingency 10%								348,970.73
TOTAL PRICE								3,838,677.99

SECTION 17. MAPS



PROJECT LOCATION
MADEIRA BEACH GROINS, MADEIRA BEACH, FLORIDA 33708



SECTION 18. PILE PROTECTION SYSTEM SPECIFICATION

MATERIALS

SHEETING:

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

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

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

CONCRETE:

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

BOLTS & ACCESSORIES:

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

CERTIFICATION AND MATERIAL TESTS

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

TURBIDITY BARRIERS

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

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

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

TECHNICAL ASSISTANCE

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

SHOP DRAWINGS

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



**SPEELER
COMPANIES**
DOCKS | LIFTS | SEAWALLS
FOUNDATIONS

6111 142nd Ave. N.
Clearwater, FL 33760
Office (727) 535-5735
Fax (727) 535-6041
www.speeler.com

Madeira Beach Project LLC 1525 Lineal Feet
555 150th Ave
Madeira Beach, FL 33770
The Denunzio Group
Mike Flood 617-945-2555

Belleair Country Club 702 Lineal Feet
1 Country Club Lane
Belleair, FL 33756
Belleair Country Club
Ed Shaughnessy 727-641-4567

Madeira Beach Town Center 414 Lineal Feet
410 150th Ave
Madeira Beach, FL 33708
Karns Enterprises
Bill Karns 727-422-1016

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Ed Shaughnessy

Business Name Belleair Country Club

Business Address One Country Club Way

Contact Phone 727-461-7171

Contact Email ed@belleaircc.com Other

Information (describe): Dock construction & boat lift installation

INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Sam Lowrey

Business Name Gulfport Marina LLC- Marine Max

Business Address 6810 Gulfport Blvd S So. Pasadena 33707

Contact Phone 727-228-7672

Contact Email sam.lowrey@marinemax.com Other

Information (describe):

INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

INDEMNIFICATION

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REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Bob Lyons

Business Name Sunwest Construction - Multiple projects

Business Address 20001 Gulf Blvd Ste #1 Indian Shores 33785

Contact Phone 727-330-7772

Contact Email bob@sunwestconstructionllc.com Other

Information (describe):

INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Dave Travis

Business Name Travis Corp of Pinellas

Business Address 9293 Bay Pines Blvd Seminole 33708

Contact Phone 727-639-7203

Contact Email davetravis@baypinesmarina.com Other

Information (describe): Dock rebuild & boat lift install

INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Terry Russell

Business Name Harborside Boat Club Madeira Beach

Business Address 20001 Gulf Blvd #5 Indian Shores 33785

Contact Phone 727-517-6143

Contact Email trussell@krmanagement.com Other

Information (describe): Dock rebuild

INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

C-6981

*Speeler, Douglas R
6111 142nd Avenue
Clearwater, FL 33760*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD**

**THIS CERTIFIES THAT Douglas R Speeler Jr
DBA Speeler Foundations Inc**

**HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTYWIDE CERTIFICATE OF COMPETENCY NO.
C-6981**

AND IS DULY CERTIFIED AS A(N)

Pile Driving Spec Contractor

**IN GOOD STANDING UNTIL June 30, 2024
DATE OF ISSUANCE 09/20/2023**

*** Please cut out license along lines**

C-8853

*Speeler, Douglas R
6111 142nd Avenue N
Clearwater, FL 33760*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD**

**THIS CERTIFIES THAT Douglas R Speeler Jr
DBA Speeler Foundations Inc**

**HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTYWIDE CERTIFICATE OF COMPETENCY NO.
C-8853**

AND IS DULY CERTIFIED AS A(N)

Marine Specialty Contractor

**IN GOOD STANDING UNTIL September 30, 2024
DATE OF ISSUANCE 09/20/2023**

*** Please cut out license along lines**

Contractor Name: Speeler

Item 9B.

Evaluator: Allie Lollis

BIDDERS CHECKLIST



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

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

NOTES:

\$ 3,838,677.99

Contractor Name: Speeler Co.

Item 9B.

Evaluator: Megan Wepler

BIDDERS CHECKLIST

\$ 3,838,677.99



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

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- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

NOTES:

Spencer

Summer +
Construction

Item 9B.

1. What type of work was done? Marine related?

Multiple, Docks, seawalls

2. Were they main contractors or sub-contractors?

Main

3. How many crew members were on site?

a couple at a time
2-3 OR MORE for big projects.

4. What was the price of the project?

\$15 mil (27 unit condo
Last project in Clearwater)

5. Did they finish the project on time?

Always unless its a material
issue beyond
their control

6. Did they finish the project on budget?

Yes.

7. What was the overall quality of the project?

Wonderful

8. Did you have any issues or conflicts with the crew, residents, or staff?

Never any issues
with anything.

9. Would you hire the company again?

Always do and always will

1. What type of work was done? Marine related?

Dock rebuild + Boatlifts

2. Were they main contractors or sub-contractors?

main

3. How many crew members were on site?

4 or 50

4. What was the price of the project?

\$300k +

5. Did they finish the project on time?

yes!

6. Did they finish the project on budget?

yes!

7. What was the overall quality of the project?

Always satisfied.

8. Did you have any issues or conflicts with the crew, residents, or staff?

NO.

9. Would you hire the company again?

yes!

Has done work for them
many years.

1. What type of work was done? Marine related?

Both Docks + Seawall

(8 others)

2. Were they main contractors or sub-contractors?

main

20 years of work with them + Ripraf

3. How many crew members were on site?

2-5 or depending.

4. What was the price of the project?

1mil - 1.3mil

5. Did they finish the project on time?

yes unless beyond

has been their most expensive w/ them.

6. Did they finish the project on budget?

Always

7. What was the overall quality of the project?

Excellent, professional, attention to detail, No changes orders

8. Did you have any issues or conflicts with the crew, residents, or staff?

Never

9. Would you hire the company again?

yes! Has multiple times.

SECTION 11. BIDDERS CHECKLIST

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

- Proposal Form**
- Bid Schedule**
- References
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- Performance Bond
- Contract Agreement
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
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- Exhibit B Drug Free Workplace Certificate
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- Bid Tabulation
- Maps
- Restoration Specifications

SECTION 6. PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Custom Built Marine Construction, Inc

Name of Person Submitting Proposals David Corrigan

PROPOSER ACKNOWLEDGMENT

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

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:


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

Addendum No.	Addendum Date
<u>#1</u>	<u>January 22, 2024</u>
<u>#2</u>	<u>February 2, 2024</u>
<u>#3</u>	<u>February 6, 2024</u>

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

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

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

Signature  _____

Date February 6, 2024

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



Addendum #1 to Madeira Beach ITB 2023-14 Coastal Groin Rehabilitation

- The term proposal throughout is changed to bid.
- The initials RFP are changed throughout to ITB.
- The following provision is added to the ITB:

Pursuant to Florida Statutes § 287.05701(3), prospective Bidders are notified that the city will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

- The form of bond included in the solicitation is replaced by the form of Payment & Performance Bond attached to this Addendum #1.
- Notwithstanding the retainage percentage set forth in the solicitation, pursuant to Florida Statutes § 255.078, retainage shall be 5%.
- The Dispute Resolution provision in the ITB is replaced with the following:

RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided below.

No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

Contract Claims and Disputes. After completion of the process set forth above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with the City's Procurement Ordinance and the procedures in the Florida Local Government Prompt Payment Act related to construction services (Florida Statutes § 218.735 through Florida Statutes § 281.76). Unresolved disputes may be subject to an action in circuit court seeking a declaration of rights of the aggrieved party.

- The section entitled Indemnity is replaced with the following:

Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

- The first sentence of § 12 of the Madeira Beach Purchasing Agreement document incorporated into the ITB is deleted.
- Section 13 of the Agreement is replaced by the following:

Notwithstanding any provision of the City's ITB to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

- Section 17 of the Madeira Beach Purchasing Agreement document incorporated into the ITB is revised to read:

The contract between the Parties consists of all Contract Documents, including this Agreement. In the event of any inconsistencies between the Contract Documents, the first listed shall take precedence over the later listed:

- This Agreement
- Any Engineered Plans or Specifications attached to the ITB
- Any addenda issued subsequent to the issuance of the ITB
- The ITB
- The prevailing Bidder's Bid

- A new § 19 of the Madeira Beach Purchasing Agreement document incorporated into the ITB is inserted to

Miscellaneous Provisions:

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.
- e. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to City.
- f. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- g. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- h. This Agreement only provides rights and remedies for the City and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- i. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
 - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Statutes § 215.4725), or is engaged in a boycott of Israel.

Item 9B.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Contractor.

- j. Immigration Compliance: E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the City.

Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The contractor's contract with City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

- k. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

1. Will this work start 10/24 or is the intention to have it completed by 5/24?

- a. **BEGINNING DATE** : The Contractor shall within ten (10) days after receipt of the Notice of Award before commencement of any operations hereunder execute the Contract. The Contractor must provide a work schedule and/or commence work within ten (10) days of the Contract signing at the discretion of the City.
 - b. **COMPLETION DATE** : ~~72~~ 270 Days from Commencement of Work. Extension may be awarded at the discretion of the City of Madeira Beach.
2. Please provide referenced drawings, and Geotech report Groin Rehabilitation Construction Plans prepared by Deuel & Associates
 - a. Posted
 3. On Items 2.1 and 2.2 is 1 unit of 5,000 sq ft and it's MULTIPIED by 2,300 units and 900 units, respectively? If that is correct, I'm calculating 11,500,000 sq ft (Sea Oats (*Uniola paniculate*), 1.5' OC) and 4,500,000 sq ft(Bitter Panicgrass (*Panicum amarum*), 2.5' OC)?
 - a. 5,000 total sq ft with 2,300 plants in that area. Bid is per planted plant. Plants are to be planted 1.5' on center.
 4. Can the work start prior to the turtle nesting season, pause during turtle nesting season, and resume after turtle nesting season? Even with multiple crews onsite it is not feasible to construct all the groins before 5/1.
 - a. No work does not have to stop during nesting season we just have to follow the conditions listed in the permits. If work is not completed by May 1st through October 31st.



February 2, 2024

ADDENDUM #2

TO THE DRAWINGS AND SPECIFICATIONS FOR:

ITB 2023-14 COASTAL GROIN RESTORATION

PREPARED BY:

CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FL 33708

THIS ADDENDUM #2 ADDED:

- THE FDEP PERMIT PACKAGE
- PC WATER & NAV PERMIT PACKAGE
- ARMY CORP PERMIT PACKAGE
- STAGING MAP LOCATIONS
- CONTRACTOR'S PAYMENT & PERFORMANCE BOND
- QUESTIONS & ANSWERS.

CLICK THE LINK BELOW TO DEMANDSTAR.
[RFP# 2023-14 Coastal Groin Restoration - DemandStar](#)



300 Municipal Drive
 Madeira Beach, Florida 33708
 727-391-9951
 Fax 727-395-9361
www.madeirabeachfl.gov

Addendum #2 to Madeira Beach ITB 2023-14 Coastal Groin Restoration

1. Can you please post sign in sheet?
 - a. **POSTED**
2. Can you please provide excel version of the Schedule of Values/Bid Tabulation?
 - a. **POSTED**
3. Scope of work says "All materials shall be compatible and shall be manufactured by a single source". Please clarify.
 - a. **The intent for the single source of the manufactured material to use Vanguard sheeting specified in the construction plans or equal with engineer's approval. There shall be no mixing of materials from different manufactures. All groins must look the same.**
4. Please confirm the existing concrete panels are to be left in place and or no demo and or repair work is required for existing panels.
 - a. **There may be a couple groins that have panels that are raised above the H pile and will need to be removed. If some panels do need to be removed, the contractor can use the city's maintenance yard for disposal. Coordination is required with the city prior to any materials being disposed of at the public works yard.**
5. Please confirm budget is \$3,700,000. Have the City funds secured or it is subject to some conditions.
 - a. **The total budget for the project is \$3.5 million and yes funds are secured with a 50% match grant with FDEP.**
6. Please confirm if 270 days is substantial or final completion?
 - a. **270 days final completion.**
7. Please confirm no extra requirement for any type of prevailing wages including and or similar to Davis-Bacon Act are applicable.
 - a. **I have not located any county, state, or local ordinance for Davis Bacon Act so not applicable.**
8. Please confirm substantial completion date is December 31, 2024.
 - a. **December 31, 2024, is expiration date for the FDEP grant, if absolutely needed we can file for an extension. The construction needs to be finished before 12/31/24.**
9. Please confirm turtle nesting season is May 1 through November 30th.
 - a. **Sea Turtle Nesting season is May 1 through October 31st.**
10. Will liquidated damages be applied if construction takes longer due to turtle nesting?
 - a. **We will work with the contractor if there is a delay due to the turtle nesting. We will have someone on site to help document the turtle nesting in the area preventing further construction of the groin. However, the contractor needs to document loss of work time as well.**
11. In case all groins are completed except those with turtle nests around does the City require the contractor to demobilize and re-mobilize after nesting season? Will the cost to re-mobilize be covered by a change order or should be included into original bid?
 - a. **We will work with the contractor if there is a delay due to the turtle nesting. We will have someone on site to help document the turtle nesting in the area preventing further**

construction of the groin. However, the contractor needs to document loss of work time well.

12. Please confirm parking for contractor employees will be provided by the city free of charge to the contractor.
 - a. **A map has been posted to Demandstar, the contractor will need to coordinate with the city at the pre con meeting and or during the project to ensure ample space is available.**
13. Please confirm regular diesel fuel is allowed to use at the beach for this project. No conditions to use biodegradable or similar products exist.
 - a. **I have not located any county, state or local ordinance stating biodegradable fluids are required. However, if there are any spills by the contractor, or the contractor subs, it will be the responsibility of the contractor for the immediate cleanup and disposal of the contaminated soil.**
14. Drawings sheet 26. Note "Compacted sands between the walls". Please clarify requirement "compacted".
 - a. **The contractor can use hydro-compaction for the sand filler.**
15. Please confirm no export or import of fill is required. Additional sand if required can be beach sand taken at the groin location and no processing of this sand is required before putting it as a fill into the groin. Extra sand from excavation if any can be left on the beach.
 - a. **All sand that is excavated for the project will be used to fill back. No sand shall not be removed from site or trucked in for this project.**
16. "Supplemental Technical Specs" Section IVa STS-02A calls for density testing. Is this related to the "compacted sands between the walls" shown on drawing sheet 26?
 - a. **The compacted sand between the walls will be visible inspected by city's onsite representative and engineer. No density is requirement for the sand it must be consolidated prior to the concrete being placed. However, the concrete must meet the minimum compressive strength of 5000 p.s.i. at twenty-eight (28) days.**
17. Original tech specs call for Vanguard HD, section Iva calls for Vanguard sheet piling Series 400, drawings for Vanguard HD. Please confirm Vanguard HD should be used.
 - a. **Vanguard HD is the correct material to use for this project. In The Technical Section IVa is a miss print, it should be Vanguard HD.**
18. Section 18 original spec call for 3000 psi filler in "CONCRETE". Drawing 26 calls for 5000 psi filler and cap. Please confirm both 5000 psi.
 - a. **The concrete for the cap and filler must meet the minimum compressive strength of 5000 P.S.I. at twenty-eight (28) days.**
19. Please confirm no rebar inside the groins is required. Drawing's sheet 02 note "5. Steel" refers to reinforcing steel and note "4. Concrete" calls for 3" inches of cover in 4.e
 - a. **No rebar inside of the groins.**
20. Per drawing sheet 26 "typical groin end detail" please confirm 3 only vertical sets of thru rods and plates at the termination? Please confirm this termination applies to both north and south ends of the groin.

Terminates at both ends of the groins. Terminates at both ends of the groins. The quantity of required thru bolts will vary based on exposed height. Bolt spacing to be 24" O.C. max and spaced from the top of the groin to 24" below grade. Bolts to begin 6" below top of sheet.
21. Please provide geotechnical report. Confirm no rock is expected and drilling, excavating of rock and pre-forming of piles should not be included into the bid?
 - a. **No Geotechnical report for this project. No rock is anticipated. There typically is a compacted shell layer that will have to be penetrated.**
22. The bid documents state that submission must be made in person, but can we submit our bid package online via Demand Star?
 - a. **Bid Packages can be submitted electronically via Demandstar and do not require someone physically submit the bid package.**
23. Some of the groins will require substantial excavation of sand to get down to the top of the existing concrete groin. Will the sand need to be placed back to grade at the end of each day and then re-excavated in order to pour the concrete topping?

- a. **Yes, all excavated areas must be filled in and graded at the end of the work day for safety of marine life and pedestrian traffic.**
24. Can equipment be stored in the access points overnight and can we block the areas off to the public.
- a. **No. Equipment is to be stored in the allocated staging areas overnight. See Staging Map Locations document in Addendum #2**
25. Concrete Mix Design?
- a. **The concrete specified in the plans is 5,000 P.S.I. and contractor must submit shop drawing for the concrete design mix you are using for this project.**
26. Can the contractor park the equipment fence out on the beach instead of the designated areas?
- a. **No. All equipment and materials are to be stored in the allocated staging areas overnight. See Staging Map Locations document in Addendum #2. Coordination with staging will be discussed at the pre-construction meeting.**
27. Bid Bond %?
- a. **There is a performance bond. Details are listed on Page 6 of the RFP.**
28. Is it possible to reuse the sand from the beach to fill the space inside the sheet piles?
- a. **Yes, all sand that is excavated for the project will be used to back fill. No sand shall not be removed from site or trucked in for this project.**
29. Planting plans area?
- a. **The planting area will depend on the disturbance during the excavation of the groins. The estimated planting areas were calculated based on the depth of cut and a 2 to 1 sidebank slope.**
30. Is 304 stainless steel acceptable for ¾” ss thru bolts, nut and 4”x4” washer?
- a. **The contractor MUST use 316 SS product for this project.**
31. Vanguard sheet pile supplier phone number and email are unresponsive, voicemail is full. Please approve Tidewall and or ShoreGuard by CMI that are readily available? If yes what series are acceptable?
- a. **The SG-750 is an acceptable alternate.**
32. Drawing sheet 26 specified 5000 psi concrete for filler and cap. Please confirm no add mixes required.
- a. **No additives for this project.**
33. Can this STOPAQ solution be added to this project?
- a. **No.**
34. Drawing 02 concrete note 4.N: At what spacing are expansion joints required?
- a. **Expansion joints to be installed at a maximum of 50’ O.C.**
35. Please extend the bid date to 2/22/2024.
- a. **The bid will be opened on February 8th as scheduled.**
36. Will any work zone fencing required to be put up around groins during construction?
- a. **The area will need to be secured at all times to ensure safety of the beach visitors. It is the contractors responsibility to allow a safe walk path across all groins for beach visitors at all times.**
37. Can material and equipment be staged on the beach?
- a. **No equipment is to be left on the beach overnight.**
38. Are there any restrictions to working on the beach?
- a. **There will be restrictions during nesting season. The conditions are listed in the permit documents posted with Addendum #1.**
39. Is there a bid bond required for this project?
- a. **There is a Performance bond for this project, pg 6 of the RFP list the details.**
40. Will a sample insurance certificate be acceptable to submit with the bid that lists the limits in the RFP?
- a. **Provide Proof of insurance with submittal the selected contractor will need to supply the Certificate of Insurance prior to final approval with the BOC.**
41. Are there any requirements for the project schedule to be submitted with the bid?

- a. **No, not at the time of the Bid Opening. We will discuss the project schedule with the selected contractor at the pre-construction meeting which will be held after contract approval from the BOC.**
42. What is intended to be listed in section 14 contractor education and training? Is this intended to be the FL contractor's license number?
 a. **Provide any education and training the contractor has that relates to this project.**
43. What is intended to be submitted with the bid in section 15 coastal groin list?
 a. **This sheet, Section 15 Coastal Groin List was included in error, please disregard.**
44. Please list documents to be included with the bid.
 a. **See Section 1. General Contract Document, Bid Documents list number Bid Item Section 1 – 3 are to be included in the submittal.**
45. Bid tabulation says 5000 PSI concrete is to be used in the filler & cap which agrees with the concrete note 4.F, but section 18 of the specs says the cap is 5000 PSI and the filler is 3000 PSI. Please clarify.
 a. **The cap and the filler will be 5,000 P.S.I. for this project.**
46. Other than turbidity barrier, what BMPs is the contractor expected to install and maintain during construction? Silt fence is referenced on drawing 2, but no limits are defined in the plans. Please clarify limits of silt fence installation.
 a. **It is the contractor's responsibility to eliminate onsite erosion and sediment transport. It is the contractors choice in determining the appropriate BMP to utilize to prevent erosion and sediment transport.**
47. What reinforcing steel is being referenced on drawing 2? It appears as if the filler & cap concrete do not have any reinforcing steel. Please confirm.
 a. **Correct. No rebar for the groins.**
48. Spec section 18: What is the thickness of the 4"x4" plate washer? What grade stainless steel is required for the thru bolts, plate washers, and nuts?
 a. **The contractor MUST use 316 SS product for this project and thickness ¼ inch.**
49. Are there any geotechnical borings for this project?
 a. **There is no Geotechnical report for this project.**
50. What are the cap jack bolts being referenced in the scope of work?
 a. **The reference to cap jack bolts in the scope of work is to state if any bolts used for brackets, formwork, etc for cap installation must be removed and the holes in the sheets are to be repaired. If no fasteners are installed for the cap construction, this note may be ignored.**
51. Will CMI SG-325 (engineering analysis attached) or SG-750 vinyl sheet pile be acceptable alternates to Vanguard HD vinyl sheet pile? Product data sheets are attached for reference.
 a. **The SG 750 is an equal sheet to the Vanguard HD, but the SG-325 is not acceptable.**
52. Is there a color preference for the vinyl sheet pile?
 a. **Grey**
53. Is Marine General Liability insurance including longshore Harbor Workers compensation required?
 a. **Yes**



February 6, 2024

ADDENDUM #3

TO THE DRAWINGS AND SPECIFICATIONS FOR:

ITB 2023-14 COASTAL GROIN RESTORATION

PREPARED BY:

CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FL 33708

CLICK THE LINK BELOW TO DEMANDSTAR.

[RFP# 2023-14 Coastal Groin Restoration - DemandStar](#)



Addendum #3 to Madeira Beach ITB 2023-14 Coastal Groin Restoration

The following questions were submitted on January 25, 2024. The email with questions went to spam and was not discovered until February 5, 2024. Below are the following questions.

1. During the pre-bid walk through it was identified that the width of the H-Pile could be between 16" to 20" and maybe more. On sheet 26 of the drawings at the top right of the page, Typical Groin Plan Detail "B", the distance between sheet piles states "Varies". If the distance between the sheet pile varies based on the width of the H-pile, then the wall will not be a consistent width for the length of the wall as it will vary in width based on the H-pile. Is it the intent of the design to have a varying thickness in the wall or a consistent width in the wall for the length of the sheet pile installation? If it is a consistent width, has that width been determined or will it be determined later?
 - a. The intent is to have a consistent width and the width will be determined at time of construction. Assume 20" for the Bid.
2. A large portion of the existing H-Piles of the existing wall are covered in sand. Can the entire length of the wall be uncovered during construction or is the wall to be uncovered in stages during construction for pedestrian access or some other reason?
 - a. The entire wall can be uncovered as long as pedestrians have a means of traversing the beach in the dry. Note, all holes must be filled and sand rough graded at the end of every workday.
3. Since no pre-bid borings within the construction limits are being provided, can you provide the borings from the previous wall construction or have any insight as to the geologic condition within the footprint of the driven sheet pile that would indicate a difference in soil density?
 - a. There is no geotechnical boring on the beach. The existing H groins were constructed approximately 60 years ago by excavating the sand. At the time of construction, most of the groins were exposed and over time, sand has deposited around the groins to the point where a majority of the groins are buried. During the last groin repair project approximately 8 years ago, a compacted shell layer was discovered approximately 2 to 4 feet below the surface.
4. Do you have and can you provide the as-built drawings of the existing wall?
 - a. The city doesn't have any as-builts of the existing groin. The Deuel & Associates survey in the Bid Set is an actual survey of the groins.
5. Does the city have a supplier for the sand dune plants?
 - a. Yes, <https://earthbalance.com/> Provided the plants for the dune restoration project with Pinellas County.

SECTION 16. BID TABULATION

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

MATERIAL, LINEAR FOOT OF INSTALLED SHEET PILES INCLUDES
 1. CONCRETE - 5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE).
 2. THRU BOLTS - 3/4" S.S. ALL THREAD WI 4"x4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 36" O.C +/- AT INTERIOR CORRUGATIONS OF BOTH SHEET PILES.

1.0 BID ITEM	MOBILIZATION & SITE PREPARATION	UNIT	EST QTY	UNIT PRICE (\$)	TOTAL(\$)			
1.1	Mobilization	LS	1	1	\$ 301,199.24			
1.2	Maintenance of Traffic	LS	1	1	\$ 11,524.90			
1.3	Erosion Control and Floating Turbidity	LS	1	1	\$ 26,174.90			
Subtotal Mobilization 1.0					\$ 338,899.05			
2.0 BID ITEM	DUNE RESTORATION	UNIT	EST QTY	UNIT PRICE(\$)	TOTAL(\$)			
2.1	Sea Oats (Uniola paniculate), 1.5' OC@ 5,000 SF	EA	2300	7.79	\$ 17,907.13			
2.2	Bitter Panicgrass (Panicum amarum), 2.5' OC@5,000 SF	EA	900	8.16	\$ 7,528.82			
Subtotal Dune Restoration 2.0					\$ 25,435.95			
3.0 Groin#	Linear Feet	9' SHEETS	UNIT PRICE(\$)	12' SHEETS	UNIT PRICE (\$)	15' SHEETS	UNIT PRICE (\$)	TOTAL(\$)
1	153.0 +/-	144	\$ 637.00	9	\$ 787.00			\$ 98,811.00
2	153.0 +/-	153	\$ 637.00					\$ 97,461.00
3	172.6 +/-	153	\$ 637.00	20	\$ 787.00			\$ 113,201.00
4	172.6 +/-	77	\$ 637.00	81	\$ 787.00	15	\$ 937.00	\$ 126,851.00
5	123.0 +/-	6	\$ 637.00	87	\$ 787.00	30	\$ 937.00	\$ 100,401.00
6	241.6 +/-	165	\$ 637.00	77	\$ 787.00			\$ 165,704.00
7	282.0 +/-	120	\$ 637.00	90	\$ 787.00	72	\$ 937.00	\$ 214,734.00
8	232.6 +/-	42	\$ 637.00	156	\$ 787.00	35	\$ 937.00	\$ 182,321.00
9	211.6 +/-	69	\$ 637.00	95	\$ 787.00	48	\$ 937.00	\$ 163,694.00
10	202.6 +/-	53	\$ 637.00	92	\$ 787.00	59	\$ 937.00	\$ 161,448.00
11	162.0 +/-	12	\$ 637.00	92	\$ 787.00	59	\$ 937.00	\$ 135,331.00
12	181.6 +/-	57	\$ 637.00	89	\$ 787.00	36	\$ 937.00	\$ 140,084.00
13	192.0 +/-	105	\$ 637.00	87	\$ 787.00			\$ 135,354.00
14	181.6 +/-	96	\$ 637.00	86	\$ 787.00			\$ 128,834.00
15	192.0 +/-	51	\$ 637.00	96	\$ 787.00	45	\$ 937.00	\$ 150,204.00
16	192.0 +/-	68	\$ 637.00	98	\$ 787.00	27	\$ 937.00	\$ 145,741.00
17	192.0 +/-	109	\$ 637.00	83	\$ 787.00			\$ 134,754.00
18	192.0 +/-	192	\$ 637.00					\$ 122,304.00
19	202.6 +/-	149	\$ 637.00	54	\$ 787.00			\$ 137,411.00
20	192.0 +/-	185	\$ 637.00	8	\$ 787.00			\$ 124,141.00
21	192.0 +/-	134	\$ 637.00	59	\$ 787.00			\$ 131,791.00
22	192.0 +/-	192	\$ 637.00					\$ 122,304.00
Subtotal Groins Restoration 3.0					\$ 3,032,879.00			\$ 3,032,879.00
Subtotal 1.0-3.0					\$ 3,397,214.00			\$ 3,397,214.00
Contingency 10%					\$ 339,721.40			\$ 339,721.40
Total Price					\$ 3,736,935.40			\$ 3,736,935.40



Over Thirty Years' Experience

3119 Hammond Road
Fort Pierce, FL 34946
Phone (772)333-2383
Fax (772)333-2390

REFERENCES

Project: L-4 Weir Replacement

Project Location: Palm Coast, FL

Contract Price: \$2,080,140.00

Project Start: Nov. 2022

Project Completion: Sept. 2023

Categories: Weir Demolition, Steel Sheet Pile Installation, Mechanical Channel Dredging, Wier Gates, Concrete Bulkhead, Cast-In-Place Culvert, DEP

Scope of work: Demo and install new steel sheet pile weir with gates with cast-in-place culvert with bulkhead. Stabilize

Prime Contractor: Custom Built Marine Construction Inc.

Contact: Carmelo Morales/ Andrea Murdyk

Phone: 386-987-4758 – **Email:** [Carmelo Morales CMorales@palmcoastgov.com](mailto:CMorales@palmcoastgov.com) [Andrea Mudryk AMudryk@palmcoastgov.com](mailto:AMudryk@palmcoastgov.com)

Project: Lake Monroe Wayside Park Boat Ramp Improvements

Project Location: Sanford, FL

Contract Price: \$1,732,645.00

Project Start: Jan. 2023

Anticipated Project Completion: Nov. 2023

Categories: Demo old boat ramp, Precast Concrete Panels, Mechanical Dredging, Cast-In-Place Concrete, Sidewalk, Asphalt, Pile Driving, Floating Dock Installation with Gangways

Scope of work: Boat ramp removal, precast panel installation, subgrade, cast in place panels, channel dredging, pile installation, floating dock installation, sidewalk, swale grading, revetment.

vePrime Contractor: Custom Built Marine Construction Inc.

Contact: Dan Heacock

Phone: 407-665-7116 – **Email:** [Heacock, Daniel dheacock@seminolecountyfl.gov](mailto:dheacock@seminolecountyfl.gov)

Project: Rutherford & Lake Wyman Park Improvements Project

Project Location: Boca Raton, FL

Contract Price: \$5,368,056.00

Project Start: Dec. 2022

Anticipated Project Completion: Dec. 2023

Categories: New and Rehabilitation of existing Boardwalk – 2,200 LF, 3,360 LF Kayak Trail Dredging 10' width 4' dredge depth (Hydraulic and Mechanical Dredging), Floating Dock, Shoreline Stabilization

Scope of work: 2,200 linear feet of timber boardwalk with kayak trail dredging, grading, shoreline stabilization

Prime Contractor: Burkhardt Construction, Inc (CMAR).

Contact: CJ Rhody

Phone: 561-291-5589 – **Email:** [CJ Rhody cj@burkhardtconstruction.com](mailto:cj@burkhardtconstruction.com)

Project: Wetland Trails Boardwalk
Project Location: Gulf Breeze, FL
Contract Price: \$939,435.00
Project Start: Nov. 2021
Project Completion: Dec. 2022
Categories: Boardwalk, Clear & Grubbing, DEP
Scope of work: 1800 linear feet of timber boardwalk with composite and stainless-steel handrail
Prime Contractor: Custom Built Marine Construction Inc.
Contact: Craig Chamberlain
Phone: 850-712-6087 – **Email:** Cchamberlin@gulfbreezefl.gov

Project: Floridian Basin Seawall and Infill
Project Location: West Palm Beach, FL
Contract Price: \$620,550.65
Project Start: October 2021
Project Completion: April 2022
Categories: Steel Sheet Pile, Concrete cap, King Piles and Batter Piles, Earthwork placement, Dewatering, Riprap
Scope of work: 165 linear feet of steel sheet pile with concrete cap.
Prime Contractor: Custom Built Marine Construction Inc.
Contact: Ev Howard
Phone: 561-837-9820 – **Email:** Ehoward@alonsoandassociates.com

Project: Lake Park Dock Repairs
Project Location: Lake Park, FL
Contract Price: \$150,000.00
Project Start: June 2021
Project Completion: August 2021
Categories: Floating dock repair
Scope of work: Hardware replacement, Timber replacement, and concrete repair
Prime Contractor: Custom Built Marine Construction Inc.
Contact: Steven Bogner
Phone: 561-881-3353 – **Email:** sbogner@lakeparkfl.gov

Project: USCG Sand Key Station - CECOS
Project Location: Clearwater, FL
Contract Price: \$187,485.00
Project Start: May 2021
Project Completion: August 2021
Categories: Pile Driving, Concrete Floating Docks
Scope of work: Floating dock installation.
Prime Contractor: CECOS Group
Contact: Chad Bruckschen
Phone: 866-501-1775 - **Email:** Chad.Bruckschen@cecosgroup.com

Project: Conchy Joe's
Project Location: Jensen Beach, FL
Contract Price: \$122,698.00
Project Start: May 2021
Project Completion: August, 2021
Categories: Pile Installation, Pile Driving
Scope of work: 194 wrapped piles installed.
Prime Contractor: AEGEN
Contact: John Evans
Phone: 772-302-9529 – **Email:** John@aegenconstruction.com

Project: Fisherman's Wharf Boat Ramp
Project Location: Fort Pierce, FL
Contract Price: \$627,905.00
Project Start: Nov. 2020
Project Completion: July 2021
Categories: Boat Ramp, Floating Dock, Fixed Dock, Embankment, Seawall
Scope of work: Installation of Boat ramp & Seawall
Prime Contractor: Custom Built Marine Construction Inc.
Contact: David Corrigan Jr.
Phone: 772-678-9419 – **Email:** Jr@custombuiltmarine.com
DMCE Engineer: Shailesh Patel – Spatel@DMCES.com – 386-795-6721

Project: Fleming Island WWTF Outfall Dock
Project Location: Fleming Island, FL
Contract Price: \$1,043,969.00
Project Start: May 2020
Project Completion: November 2020
Categories: Dock, Ductile Iron Pipe, Clearing Grubbing, Pile Installation
Scope of work: Remove and replace outfall pipe and dock
Prime Contractor: Custom Built Marine Construction Inc.
Contact: David Corrigan Jr.
Phone: 772-678-9419 – **Email:** Jr@custombuiltmarine.com
Clay County Representative: Chris Nazworth – Cnazworth@clayutility.org

Project: Jupiter Reef Club
Project Location: Jupiter, FL
Contract Price: \$570,000.00
Sub-Contractor
Project Start: Jan. 2019
Project Completion: Aug. 10, 2020
Categories: Wave Wall
Scope of work: Installation of concrete sheet panel
Prime Contractor: Walker Contracting Group
Contact: Jason Swanson
Phone: 439-263-7500 – **Email:** jswanson@walkercontractinggroup.com

Project: Sanford Wave Wall
Project Location: Sanford, FL
Contract Price: \$585,212.00
Sub-Contractor
Project Start: May 11, 2020
Project Completion: July 10, 2020
Categories: Wave Wall
Scope of work: Installation of 300 plus linear feet of concrete sheet panel
Prime Contractor: Wharton Smith
Contact: Nelson Marty
Phone: 407-314-8999 – **Email:** nmarty@whartonsmith.com

Project: Cordova Seawall Replacement
Project Location: Ft Lauderdale, FL
Contract Price: \$5,759,237.00
Project Start: Oct 1, 2019
Project Completion: Feb 2, 2021
Categories: Steel Sheet pile & Concrete Cap
Scope of work: Installation of 2,203 linear foot of steel sheet pile & concrete cap
Prime Contractor: Custom Built Marine Construction Inc.
Contact: David Corrigan
Phone: 772-678-9419 – **Email:** jr@custombuiltmarine.com
City Representative: Juan Carlos Samuel – jsamuel@fortlauderdale.gov

Project: Reiter Park
Project Location: Longwood, FL
Contract Price: \$463,000.00
Sub-Contractor
Project Start: Nov 1, 2017
Project Completion: March. 2018 / Currently Under Construction
Categories: Wood Boardwalk
Scope of work: Installation of 12” diam. Wood pilings, wood structure and IPE Decking
Prime Contractor: West Construction
Contact: Matt West
Phone: 561-588-2027 – **Email:** mwest@westconstructioninc.net

Project: Bert Winters Boat Ramp
Project Location: Juno Beach, FL
Contract Price: \$360,000.00
Sub-Contractor
Project Start: Oct. 16,2017
Project Completion: March. 2018 / Currently Under Construction
Categories: Boat Ramp
Scope of work: Demo Existing Boat Ramp, Install Permanent & Temporary Steel Sheet Pile, Dewater, grade, Form, Reinforce & Pour New Concrete Boat Ramp. Install Concrete Piles and Floating Docks
Prime Contractor: Collage Construction
Contact: Dave Trindade
Phone: 561-262-2773 - **Email:** Dmichaeltrindade@gmail.com

Project: C-51 Canal Bank Stabilization
Project Location: West Palm Beach, FL
Contract Price: \$485,000.00
Prime Contractor
Project Start: June 2017
Project Completion: February 13, 2018
Categories: Marine, Steel Sheet Pile, C.I.P Concrete & Rip Rap
Scope of work: Install SSP, Rip Rap & Tremie Pour Concrete
Contact: Octavio Castillo
Phone: 561-682-6920 - **Email:** ocastil@sfwmd.gov

Project: Water Way Park

Project Location: Jupiter, FL

Contract Price: \$2,283,000.00

Sub-Contractor

Project Start: January. 2016

Project Completion: January. 2017

Categories: Sheet Pile, Concrete Cap, Boat Ramp, Floating Docks, Dredging, Boardwalk, Cast in Place Concrete Structures, Erosion Control

Scope of work: Construction of new park facilities including sheet pile, clearing, boat ramp, and float dock.

Prime Contractor: West Construction

Contact: Matt West

Phone: 561-588-2027 - **Email:** mwest@westconstructioninc.net

Project: Clam Pass Boardwalk Repair

Project Location: Naples, FL (Collier County)

Contract Price: \$533,892.00

Prime Contractor

Project start: December. 2015

Project Completion: July. 2017

Categories: Wood Boardwalk Repair

Scope of work: Remove & Replace 12" Diam. Wood Pilings. Replace Hardware, Joists & Beams. Treat 300+ Existing Pilings with Fungicide Treatment and Wrap.

Contact: Margaret Bishop, Collier County Facilities Management/Sr. Project Manager

Phone: 1-239-252-8380 - **Email:** feliciakirby@colliergov.net

Project: Martin County Baffle Box

Project Location: Martin County

Contract Price: \$176,761.00

Prime Contractor

Project Start: September 2015

Project Complete: January 2016

Categories: Stormwater

Scope of work: Install Trench Shoring, Excavate & Remove 60" RCP, Install Nutrient Separating Baffle Box, Reinstall/Connect 60" RCP.

Contact: Greg S Nolte, E.I., Martin County Florida

Phone: 772-221-2380 - **Email:** gnolte@martin.fl.us

Project: Canal Point Pedestrian Bridge

Project Location: Canal Point, Florida (Palm Beach County)

Contract Price: \$210,000.00

Sub-Contractor

Project Start: June 2017

Project Complete: November 2017

Categories: Concrete Pilings

Scope of work: Auger Preformed Pile Holes and Install (4) 18"x 100' & (8) 14"x 50' concrete pilings to support Prefabricated Pedestrian Bridge.

Prime Contractor: West Construction

Contact: Matt West

Phone: 561- 588-2027 - **Email:** mwest@westconstructioninc.net

Project: Pump Station Culvert Pipe Replacement

Project Location: Sunrise, Florida

Contract Price: \$247,335.00

Project Start: October 2016

Project Completed: February 2017

Prime Contractor

Categories: Stormwater

Scope of Work: Install SSP Cofferdam/Trench Shoring, Dewater, Remove Existing 72" CMP and Replace with 72" HDPE, Form, reinforce & Pour New Concrete Headwalls and Place Rip Rap

Contact: Mark Winslow

Phone: 954-572-2390 - **Email:** mwinslow@sunrisefl.gov

Project: Torry Island Marina

Project Location: Belle Glades, Florida

Contract Price: \$463,838.00

Sub-Contractor

Project Start: April 2015

Project Completed: February 2016

Categories: Concrete Piles, Wood Deck & Floating Docks

Scope of work: Install Concrete Pilings, Built Wood Structure w/Wood Decking & Install Floating Dock

Prime Contractor: Collage Construction

Contact: Dave Trindade

Phone: 561-262-2773 - **Email:** dmichaeltrindade@gmail.com

Project: Seminole County Wilderness Boardwalk

Project Location: Sanford (Black Bear Wilderness Area)

Contract Price: \$647,300.00

Sub-Contractor

Project Start: April 2014

Project Completed: December 2016

Categories: Wood Boardwalk w/Trex (Composite Decking)

Scope of Work: Clear & Grub, Install Wood Pilings, Wood Substructure & Railing, Install Trex (Composite Decking)

Prime Contractor: Shoemaker Construction

Contact: Dean Shoemaker

Phone: 407-322-3103 - **Email:** dean@shoemakerconstruction.net



CUSTBUI-04

CERTIFICATE OF LIABILITY INSURANCE

DATE: **Item 9B.**

11/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

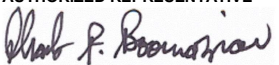
PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): (407) 788-3000	FAX (A/C, No): (407) 788-7933
	E-MAIL ADDRESS: _____	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : New York Marine & General Insurance Company		16608
INSURED Custom Built Marine Construction, Inc. 3119 Hammond Road Fort Pierce, FL 34946		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			ML202300002399	2/20/2023	2/20/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AU202300018941	7/19/2023	7/19/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			ML202300002400	2/20/2023	2/20/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	General Liability			ML202300002399	2/20/2023	2/20/2024	P & I/Hull	1,000,000
A	Equipment Floater			IM202300007451	2/20/2023	2/20/2024	Rented/Leased Equip	600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status is provided to certificate holders when required by written contract.

CERTIFICATE HOLDER BIDDING PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

The ACORD name and logo are registered marks of ACORD

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

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

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

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

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

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

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.
2. Vendor shall deliver the goods, or provide the services, described herein no later than _____.
3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$ _____, as full consideration for the goods or services provided hereunder.
5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of _____ months from final delivery, including all parts and labor associated with said repairs.
7. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of _____ months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.
9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000 satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City.
10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.
11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.
12. This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida.
13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.
14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.
15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested.
16. Provision for other agencies: unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments and municipalities the bid prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the

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

As to Vendor:

As to City
Robin Gomez
City Manager
City of Madeira Beach, Florida
300 Municipal Dr.
Madeira Beach, Florida 33708

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

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

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

Vendor

CITY OF MADEIRA BEACH, FLORIDA

BY _____

BY _____
ROBIN GOMEZ, CITY MANAGER

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Custom Built Marine Construction Inc.
3119 Hammond Road
Fort Pierce, FL 34946

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


RFP# 2023-14
Coastal Groin Restoration

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of February, 2024



(Witness) Sabrina Butler



(Witness) Stephanie Wall

Custom Built Marine Construction Inc.

(Principal)

(Seal)

By:

(Title) President David Corrigan

NGM Insurance Company

(Surety)

By:

(Title) Kevin Wojtowicz Attorney-in-Fact





NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Stephanie McCarthy, Jessica Reno, Daniel Oaks, Laura D. Mosholder, Kevin Wojtowicz**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Senior Vice President,
General Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loe K. Penite



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

08 day of February, 2024.



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

SECTION 7. "CONTRACTOR" PROFILE

Submitted by (Company Name): Custom Built Marine Construction, Inc

Circle one of the following:

Corporation Partnership Individual Joint Venture

Other Describe: _____ Florida

Contractor License Number: CGC1504917

Expiration Date: August 31, 2024 Unique Entity ID: _____ FEIN: 65-0183422

Office Location: 3119 Hammond Rd Fort Pierc FL 34946

Number of people in your organization: 23

Length of time the Contractor has been doing business under this name in Florida: 33 years.

Length of time your firm has provided services to governmental clients: 33 years.

Under what other name(s) has your firm operated: N/A

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

YES

NO

If yes, Include a detailed explanation. _____

SECTION 8. HOLD HARMLESS AGREEMENT

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

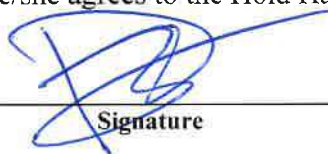
The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

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

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

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

David Corrigan
Contractor/ "CONTRACTOR"- Printed Name


Signature

RFP# 2023-14 Coastal Groin Restoration
Project Name

February 6, 2024
Date

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

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

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

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

By David Corrigan / President

(Print individual's name and title)

for Custom Built Marine Construction, Inc

(Print name of entity submitting sworn statement)

whose business address is 3119 Hammond Rd Fort Pierc FL 34946 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0183422.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS 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.

[Signature]
Authorized Signature
February 6, 2024
Date Signed

State of: Florida

County of: St. Lucie

Sworn to and subscribed before me this 6 day of Feb, 2024

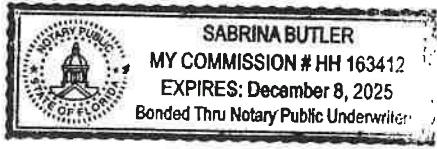
Personally Known X or Produced Identification _____ (Specify Type of Identification)

[Signature]
Signature of Notary Sabrina Butler

My Commission Expires 12/8/25

(seal)

This document must be completed and returned with your submission.



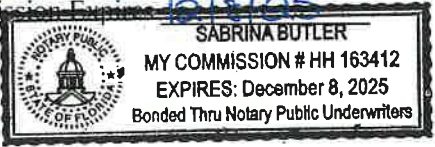
SECTION 10. IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

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

Company Name: Custom Built Marine Construction, Inc
Print Name: David Corrigan Title: President
Signature: [Signature] Date: February 6, 2024
State of: Florida
County of: St. Lucie
Sworn to and subscribed before me this 6 day of Feb, 2024
Personally Known or Produced Identification _____
(Specify Type of Identification)

Signature of Notary Sabrina Butler
My Commission Expires 12/8/25
(seal) 

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

This document must be completed and returned with your submission.

SECTION 12. EXHIBIT A
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by David Corrigan / President
[print individual's name and title]

for Custom Built Marine Construction, Inc
[print name of entity submitting sworn statement]

whose business address is: 3119 Hammond Rd Fort Pierc FL 34946

and Federal Employer Identification Number (FEIN) is 65-0183422, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

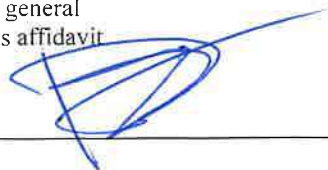
I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or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

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

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

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

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



Authorized Signature

Date Signed February 6, 2024

State of: Florida

County of: St. Lucie

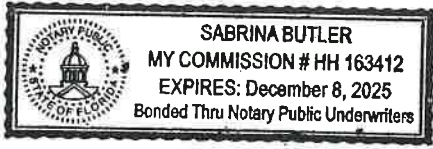
Sworn to and subscribed before me this 10 day of Feb, 2024.

Personally Known X or Produced Identification _____

(Specify Type of Identification)
Sabrina Butler

Signature of Notary

My Commission Expires 12/8/25



This document must be completed and returned with your submission.

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

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

This sworn statement is submitted to the City of Madeira Beach by David Corrigan / President
[print individual's name and title]

for Custom Built Marine Construction, Inc [print name of entity submitting sworn statement]

whose business address is: 3119 Hammond Rd Fort Pierc FL 34946 and (if applicable)

its Federal Employer Identification Number (FEIN) is 65-0183422 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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


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

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

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

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

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



 Authorized Signature
 February 6, 2024

Date Signed

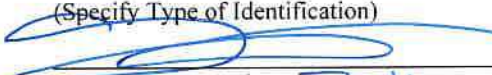
State of: Florida

County of: St. Lucie

Sworn to and subscribed before me this 6 day of Feb, 2024

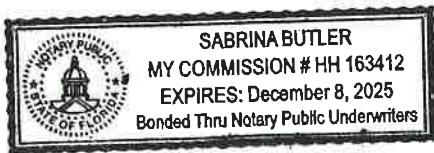
Personally Known X or Produced Identification _____

(Specify Type of Identification)



 Signature of Notary
 Sabrina Butler

My Commission Expires 12/8/25



This document must be completed and returned with your submission.

SECTION 14. CONTRACTOR EDUCATION & TRAINING

Custom Built Marine Construction, Inc. is a well-established, family-owned business since 1990. Our area of specialization is marine construction projects, and we have built a reputation for delivering projects of any size with unmatched expertise. Our team of professionals has extensive experience in marine construction, including docks, seawalls, marinas, boat ramps, boardwalks, shoreline embankments, and more.

At CBMC, we are General Contractor certified by the Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), and South Florida Water Management District (SFWMD). This ensures that we operate within the bounds of the law and maintain the highest safety and environmental protection standards.

We take pride in delivering high-quality marine construction projects that meet and exceed our client's expectations while maintaining the highest professionalism and expertise.

Name	Education	Tranning
David Corrigan - Owner/President	FAU Construction Management	Safety Award from the USACE
		Pile Driving Specialist
		20 years experience in marine construction
		Certified Welder
Tom Watson - Field Superintendent – Heavy Equipment Operator – Field Safety	High School - 1982	CCO Licensed Crane Operator
		Rigging Certification
		CPR Certification
		Pile Driving Specialist
		OSHA Certification IRSC
Drew Baton - Field Superintendent	Mechanic Associated Degree - WYO Tech - Daytona - 2012	CTQP Advance MOT
		SWPPP Certified
		Pile Driving Specialist
Angel Echevarria - Project Engineer / Project Estimator	Polytechnic University of Puerto Rico — Bachelor of Science in Civil Engineering - 2002	ACI Concrete Field Level I
		CTQP Concrete Field Level I
		CTQP Earthwork Construction Level I
		CTQP Earthwork Construction Level II
		CTQP Asphalt Paving Level I
		CTQP Final Estimates Level I
		CTQP Final Estimates Level II
		Advanced MOT / TTC
		APNGA Portable Nuclear Gauge Safety and U.S. D.O.T. Hazmat Certification Class
		Construction Filed Inspector since 2002

SECTION 17. MAPS



PROJECT LOCATION
MADEIRA BEACH GROINS, MADEIRA BEACH, FLORIDA 33708



SECTION 18. PILE PROTECTION SYSTEM SPECIFICATION

MATERIALS

SHEETING:

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

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

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

CONCRETE:

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

BOLTS & ACCESSORIES:

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

CERTIFICATION AND MATERIAL TESTS

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

TURBIDITY BARRIERS

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

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

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

TECHNICAL ASSISTANCE

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

SHOP DRAWINGS

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

SECTION IVa
TABLE OF CONTENTS
GROIN RESTORATION
CITY OF MADEIRA BEACH
PROJECT No. #

Supplemental Technical Specifications (STS)

These Supplemental Conditions amend or supplement the General Conditions Section III and the Technical Specifications Section IV of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Conditions will have the meaning indicated in the General Conditions. Additional terms used in these Supplemental Conditions have the meaning indicated below, which are applicable to both the singular and plural thereof.

STS-01 includes amendments to the referenced conditions found in Section III General Conditions.

STS-01 REVISIONS TO ARTICLE 6 – CONTRACTORS RESPONSIBILITIES

STS-02 REVISIONS TO ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

STS-03 through STS-08 includes amendments to the referenced conditions found in Section IV Technical Specifications.

STS-03 REVISIONS TO ARTICLE 19 – STORM SEWERS

STS-04 REVISIONS TO ARTICLE 20 – SANITARY SEWERS AND FORCE MAINS

STS-05 REVISIONS TO ARTICLE 33 – STORM MANHOLES, INLETS, CATCH BASINS OR OTHER STORM STRUCTURES

STS-06 REVISIONS TO ARTICLE 37 – AUDIO/VIDEO RECORDING OF WORK AREA

STS-07 REVISIONS TO ARTICLE 38 – EROSIONS AND SILTATION CONTROL

STS-08 REVISIONS to Section IV Article 44 WORK ZONE TRAFFIC CONTROL

STS-09 includes additional conditions that supplement or supersede conditions found in Section IV General Conditions.

STS-09 SECTION 01201 – MEASUREMENT AND PAYMENT (ATTACHED)

STS-10 General Conditions

SECTION IVa

SUPPLEMENTAL TECHNICAL SPECIFICATIONS (STS) - CONSTRUCTION

STS-01 REVISIONS TO SECTION III ARTICLE 6 – CONTRACTORS RESPONSIBILITIES

- A. The Contractor shall provide shop drawings for all components of the proposed improvements. These include, but are not limited to, the following:
- Erosion Control Material
 - Site Work/Environmental Protection
 - Seawall and appurtenances
 - Sand Fill
 - Maintenance of Traffic

STS-02 REVISIONS TO SECTION III ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- A. Add the following to the end of General Condition 13.1 – Tests and Inspections:

Contractor shall employ and pay for the services of an independent testing laboratory to perform density testing on backfilled material. The cost for density testing shall be included in the unit bid price for line-item construction quantities such as road subgrade, base, asphalt, curb and storm pipe construction.

STS-03 to STS-08 Not Included in this Section

STS-09 SECTION 01201 - MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SCOPE

The Contractor shall receive and accept the compensation as provided in the Bidder's Proposal and the Contract in full payment for furnishing all materials, labor, tools, equipment, and for performing all operations necessary to complete the work under the contract, and also in full payment for all loss or damages arising from the nature of the work, or in any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the City.

Work not shown or called out in either the Drawings or the Specifications, but necessary in carrying out the intent of the Project or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described. No additional compensation will be considered for this associated and necessary work.

The prices stated in the Bidder's Proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The Basis for Payment for an item at the unit price shown in the Bidder's Proposal shall be in accordance with the description of the item in this Section.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the costs for any item of work has not been established by the Bidder's Proposal or Measurement and Payment, he shall include the costs for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.2 LUMP SUM QUANTITIES

Contractor shall be solely responsible for determining the quantities of each lump sum pay item necessary to complete the Work includes furnishing all materials, labor, tools, equipment, and for performing all operations necessary, as required by the Contract Documents. When lump sum items are broken into components, the sum of the components shall be the total Contract Price for the Work. The lump sum price stated on the Bidder's Proposal shall constitute full compensation for each lump sum pay item completed in accordance with the drawings and specifications. No other payments will be made to the Contractor except as specifically authorized by change order.

1.3 UNIT PRICE QUANTITIES

All estimated quantities stipulated in the Unit Price portion of the Bidder's Proposal or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for unit price work and materials shall be the actual amount of work done and materials furnished. Contractor agrees that he shall make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts thereof.

1.4 MEASUREMENT AND PAYMENT

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative

to construction of this project, will be made under the pay items listed herein and in accordance with the accepted Bid.

B. Methods of Measurement:

1. Units of measurement shall be defined in general terms as follows:

- a. Lump Sum (LS)
- b. Linear Feet (LF)
- c. Cubic Yards (CY)
- d. Square Yards (SY)
- e. Each (EA)
- f. Square Foot (SF)
- g. Ton (TN)

1.5 BASIS OF PAYMENT

Measurement and payment for each bid item shall include all labor, materials and equipment required to perform the work included for that respective item to provide a complete and operable installation whether specifically described, mentioned or implied. Payment for all sheeting, shoring, bracing, cofferdams, and other items necessary for a safe and workable excavation shall be included in those Items requiring same for a complete and operable installation whether specifically described, mentioned or implied.

1.6 ITEMS INCLUDED BUT NOT SPECIFIED

The unit or lump sum prices designated in the proposal shall include all profit, taxes, labor, overhead, material, equipment, tools, survey staking, utility notification and coordination, resident notification (preparation and distribution of door hangers), towing of vehicles, clearing of right-of-way, protection of existing utilities, rock excavation, shoring, sheeting, removal of pavement, backfill, dewatering, erosion control, surface restoration, extra backfill material as required, stone bedding for storm structures, plugging of existing pipe and structures, excavation materials, replacement of storm piping, concrete encasement, concrete slabs under new backflow devices, record drawing (or "As-Built Survey") preparation and other work incidental thereto and specified in these specifications and on the drawings, all as applicable to the item described unless designated otherwise in the Unit Price Bid Schedule and hereafter specified.

If unsuitable material is found in any location other than within the foundation of any structural feature and/or within the bedding of any pipe/culvert it shall be removed, transported offsite, properly disposed of and replaced (if needed) at no additional cost to the City.

1.7 PAY ITEMS

MOBILIZATION & SITE PREPARATION

Pay Item No. 1.1 – Mobilization, General Conditions, Demobilization

The work specified under this Section consists of preparatory work and operation in mobilizing to begin work on the project, including but limited to those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site(s), and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities as required by these specifications, special provisions, and state and local laws and regulations. Mobilization costs shall also include the costs of preconstruction videotaping, preparation and submission of a Hurricane Preparation Plan, preparation and submission of a Overall Work Plan, all materials, labor and equipment necessary to implement, maintain and remove (once the project is complete). The contract unit price will be on a lump sum unit price. Partial payments will be allowed as outlined below.

PERCENT OF ORIGINAL CONTRACT AMOUNT EARNED	ALLOWABLE PERCENT OF THE LUMP SUM PRICE FOR MOBILIZATION (*)
5	25
10	50
25	75
100	100

Pay Item No. 1.2 Maintenance of Traffic

This Section consists of the maintaining of traffic within limits of the project for the duration of the construction period, in accordance with the requirements of FDOT Section 102 of the "Standard Specifications", as amended herein.

Access for all businesses and residents will need to be always maintained.

No nighttime work will be allowed.

Provisions will be made to provide access to large trucks for pick-up and delivery of materials during the construction period. The Contractor shall furnish, erect, and maintain all necessary traffic control and safety devices, in accordance with the Florida Department of Transportation "ROADWAY AND TRAFFIC DESIGN STANDARDS", applicable edition, and State of Florida's "MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION MAINTENANCE AND UTILITY OPERATIONS", applicable edition, and shall take all necessary precautions for the protection of the work and the safety of the public for duration of the construction period.

A Maintenance of Traffic (MOT) plan shall be submitted to the City, by the Contractor, and approved prior to beginning construction. This plan shall include all necessary signage

and dimensions. Reference the General Notes on the Drawings to view additional Maintenance of Traffic requirements.

The work specified under this Section shall include the furnishing, erection, and maintenance of all temporary traffic barricades of whatever type required, and for such duration as may be required, and shall include all materials and construction necessary for temporary connections and driveway maintenance. The Contract unit price for this item will be a lump sum unit price. Partial payments for maintenance of traffic will be limited to the overall percent of the work completed by the Contractor.

Pay Item No. 1.3 - Erosion Control and Floating Turbidity Barrier

Price shall include payment for all installation, maintenance, removal, and all other incidentals necessary to provide erosion and sediment control (within the project boundaries) as notated on the Drawings, as stated in provided permit documentation and as required by any local, state or Federal code, statute or ordinance. Daily debris removal from right of ways, easements and vehicle use areas, as required by the Drawings, shall be included in this pay item. Payment for this item shall be on a lump sum basis and shall include all necessary equipment, labor and materials to complete this pay item. The Contractor shall receive compensation for this item as stipulated in the below table.

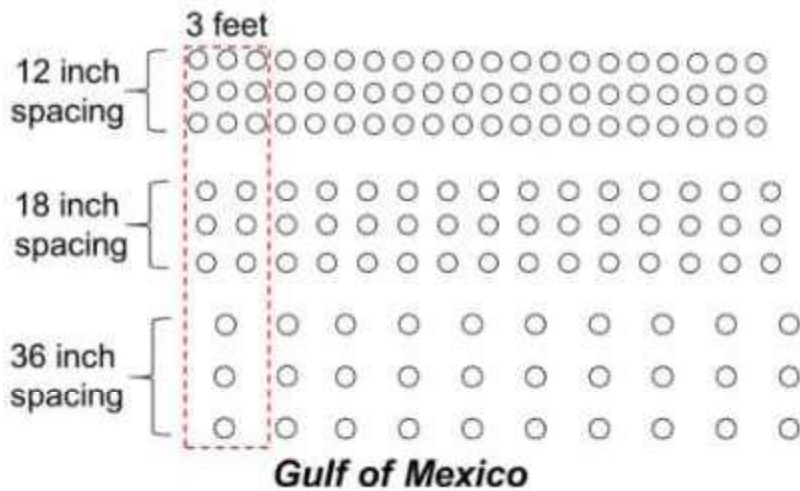
Contractor will be required to install a Turbidity Barrier for the duration of the project.

PERCENT OF ORIGINAL CONTRACT AMOUNT EARNED	ALLOWABLE PERCENT OF THE LUMP SUM PRICE FOR EROSION AND SEDIMENT CONTROL
5	25
10	50
25	75
100	100

DUNE RESTORATION

Pay Item No. 2.1 - Sea Oats

Recommendations for spacing of beach plants vary. For sea oats, place plants from 1 to 5 ft apart depending on plant size and the restoration objective. One strategy is to have a lower density closer to the water and higher density as the planting extends landward (Figure 19). The example shown here places plants about 36 in apart nearest the Gulf and then decreases spacing to 18 in, finally decreasing spacing to 12 in apart at the most landward portion of the planting as the rows of plants move away from the Gulf of Mexico. **Plant size will be what is commercially available.**



An example strategy for spacing of dune restoration plantings. Begin with a lower density and wider spacing closer to the water; end with a higher density and closer spacing as the planting extends landward. Credit: Ashlynn Smith, UF/IFAS

Recommended Planting Depth Dune plants are quite tolerant of deeper burial in the sandy beach soil. In fact, planting too shallow is the most common cause of plant death. The top layer of the quartz sand of the Florida Panhandle dries very quickly after rain. Moisture increases with depth, and deep planting allows the roots to stay in contact with the moisture as they grow into the sand. Sea oats and bitter panicgrass should be planted so that the top of the root ball is at least 6 in below the beach surface. If transplants have short leaves, plant to a depth where at least 3 in of the foliage is above the beach surface. For other beach grasses and herbaceous and woody plants, place the rootball deep enough to access the available soil moisture. Note how the dry sand above the moist sand can easily be identified. This demonstrates how dry the upper 4–6 in of sand can be only 12 hours after a heavy rain.

Payment. The work performed and the materials furnished in accordance with this item and measured as provided will be paid for at the unit price bid for **each item** installed.

Pay Item No. 2.2- Bitter Panicgrass

Spacing: Plant potted plants and bare root plants in staggered rows 2-3 feet apart with plants 2 feet apart in each row. Bury unrooted stems end to end in trenches 4-6 inches deep and 2-3 feet apart leaving the top 6-10 inches of the stem exposed. Plant unrooted cuttings three to a hole in staggered rows 2-3 feet apart with holes 2 feet apart in each row. Depth: Place plants 8-10 inches or deeper in moist soil. **Plant size will be what is commercially available.**

Payment. The work performed and the materials furnished in accordance with this item and measured as provided will be paid for at the unit price bid for **each item** installed.

GROINS

Pay Item No. 3.0 – Construction of Groins

Description. This Item shall govern for furnishing and constructing a vinyl sheet pile retaining wall to hold the surrounding earth and construct to the lines and grades on the plans and in accordance with this item.

Material. All vinyl sheet piling shall be **Vanguard Vinyl** sheet piling Series **400**, or an engineer approved equal meeting the following requirements: The sheet piling shall be UV inhibited, impact modified, weatherable rigid vinyl, and meet the requirements of ASTM D 790, ASTM D 638, ASTM D 4216, and ASTM D 4226. The length of sheet piling furnished shall be as indicated on the plans or as authorized by the Engineer.

Storing and Handling. At all points, suitable precautions shall be taken to prevent breakage, splitting, warping, distortion or any damage that may cause the piling to be rejected. The piling shall be handled with nylon rope slings or by hand.

Cut-Offs. All sheet piling shall be driven to the elevations as shown on the plans. No cutoffs shall be allowed without prior approval of the Engineer.

SUBMITTALS

A. Installation procedures

B. Shop drawings: for sheet piling will be required to be submitted appropriately for approval. The shop drawings shall include:

- a. sheet pile section properties
- b. pieces used to turn all required corners as indicated in the drawings

C. Pile driving equipment: Submit complete descriptions of sheet piling driving equipment, including hammers, power packs, driving helmets, cap blocks, pile cushions, leads, extractors, jetting equipment, and pre-boring equipment at least 30 days prior to commencement of work.

E. Manufacturer and Contractor qualifications.

F. Concrete Cap, fill 2 feet below top of sheet and remove sand as required; tooled the edge dome.

Payment shall be made for materials and WORK specified in connection with the construction of the components of the groins. Estimated quantities of the required materials are included in the bid schedule. Progress payments are based on the units identified in the bid schedule.

The groin connection will be for connection per all details on sheet 26 of 26. Seawall connection construction shall also include but not limited to removal of below grade obstructions, and isolation of excavation to ensure public safety.

STS-10 GENERAL CONDITIONS

- GC.1 Prior to the Notice to Proceed, the contractor shall complete illicit discharge training. This is a new statewide requirement. At least one person who has received the training must be present at the construction site. There are a few options to receive the training:
1. The Florida Department of Environmental Protection is creating an online illicit discharge training program. If this course has been completed, please provide the certification numbers of the applicable personnel.
 2. Other municipalities in Florida have the same requirement. Provide evidence that applicable personnel have received training through another municipality or source.
- GC.2 The Contractor is responsible for all required groundwater testing which includes preliminary water samples to satisfy FDEP permit criteria. These results will be reviewed by the City prior to the commencement of dewatering activities. Any groundwater treatment required as a result of permit sampling for discharge purposes will be directed by and paid for by the City. The Contractor may or may not be involved with treatment should it become necessary.
- GC.3 **No work** will be permitted between the hours of 7 P.M. & 7:30 A.M.
- GC.4 **During turtle Nesting Season conditions stated on the FDEP, ACOE permit conditions.**

Request for Taxpayer Identification Number and Certification

Give Form Item 9B.
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Custom Built Marine Construction Inc	
2 Business name/disregarded entity name, if different from above 	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 3119 Hammond Road	Requester's name and address (optional)
6 City, state, and ZIP code FortPierce,Florida 34946	
7 List account number(s) here (optional) 	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
6	5	-	0	1	8	3	4	2	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 01/01/2024
------------------	----------------------------	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Ron DeSantis, Governor

Melanie S. Griffin, 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

CASWELL, STEVEN MARK

CUSTOM BUILT MARINE CONSTRUCTION, INC.
3119 HAMMOND RD
FT PIERCE FL 34946

LICENSE NUMBER: CGC1504917

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at 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.

Contractor Name: Custom Built Marine Construction

Item 9B.

Evaluator: Allie Lollis

BIDDERS CHECKLIST



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

- Proposal Form
- Bid Schedule Not added in Bid
- References
- Certificate of Insurance
- Performance Bond - Bid Bond
- Contract Agreement - not signed
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
- Immigration Affidavit certification
- Bidder's Checklist
- Exhibit A Public Contracting and Environmental Crimes Certificate
- Exhibit B Drug Free Workplace Certificate
- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

NOTES:

\$3,736,935.40

- We requested a performance Bond and only a Bid Bond was submitted.
- Contract agreement was submitted but not signed.

Contractor Name: Custom Built Marine Construction, LLC

Item 9B.

Evaluator: Megan Wefer

BIDDERS CHECKLIST

\$3,736,935.40



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

- Proposal Form
- Bid Schedule - *not added in Bid*
- References
- Certificate of Insurance
- Performance Bond - *Bid Bond.*
- Contract Agreement - *included but not signed*
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
- Immigration Affidavit certification
- Bidder's Checklist
- Exhibit A Public Contracting and Environmental Crimes Certificate
- Exhibit B Drug Free Workplace Certificate
- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

NOTES:

ITB 2023-14 requested a performance bond submittal
included bid bond.

1. What type of work was done? Marine related?

Floating Dock, Trail / Boardwalk
Dredging, etc.

2. Were they main contractors or sub-contractors?

Burkhardt was the prime contractor BUT custom build
(sub contractor) - main ones doing work

3. How many crew members were on site?

15 - 20 people.

4. What was the price of the project?

\$5.3 million.

5. Did they finish the project on time?

yes - still wrapping up minor details

6. Did they finish the project on budget?

yes

7. What was the overall quality of the project?

Good marine company

8. Did you have any issues or conflicts with the crew, residents, or staff?

NO ISSUES.

9. Would you hire the company again?

yes!

1. What type of work was done? Marine related?

Built Wetland Boardwalk

2. Were they main contractors or sub-contractors?

Main

3. How many crew members were on site?

~~950,000~~ 5 give or take

4. What was the price of the project?

\$950,000

5. Did they finish the project on time?

yes - with time extension
mutal agreement.

6. Did they finish the project on budget?

yes

7. What was the overall quality of the project?

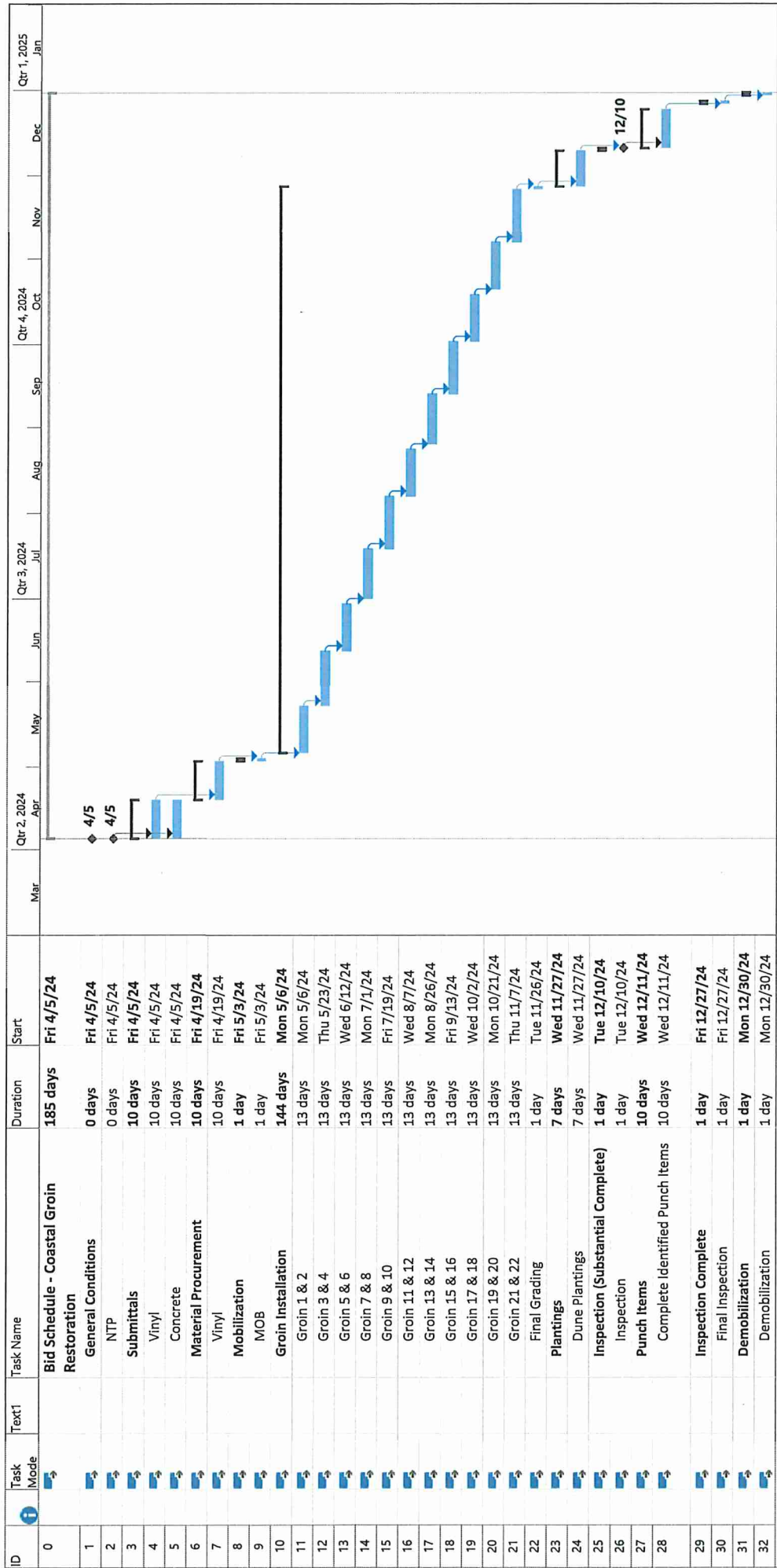
Acceptable...
material issues.

8. Did you have any issues or conflicts with the crew, residents, or staff?

NO.

9. Would you hire the company again?

yes...
(seemed hesitant)



Project: Bid Schedule - Coastal
Date: Thu 2/8/24

Task Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Bracket symbol
- Project Summary: Light blue bar
- Inactive Task: Light grey bar
- Inactive Milestone: Light grey diamond
- Inactive Summary: Light grey bracket
- Manual Task: Dark blue bar
- Duration-only: Light blue bar with arrow
- Manual Summary Rollup: Light blue bar with arrow
- Manual Summary: Light blue bar with arrow
- Start-only: Light blue bar with arrow
- Finish-only: Light blue bar with arrow
- External Tasks: Light blue bar with arrow
- External Milestone: Light blue diamond
- Deadline: Green arrow
- Progress: Blue bar with arrow
- Manual Progress: Blue bar with arrow

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

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

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

References

1. Drew Groff- Paradise Beach Club
-(321)-313-9770
- Large seawall project Coastal
2. Town Of Jupiter- Scott Porkorny (561) 693-8506
17403 Central Blvd
Jupiter, FL 33458
-Large Municipal demo and grading project
3. Aruba Condominium Association
Gerard Gallenberger- (920) 698-2558
Largest Coastal seawall in Daytona Beach Shores
4. City of Port St Lucie- David Epperson (772) 418-6886
depperson@cityofpsl.com
City Wide concrete contract
5. David Townsend (609) 760-9722
Hobe Sound FL- Large coastal seawall
6. Sandpiper Condominium Satellite Beach FL
Dolores Melton (904) 651-2074
Large Coastal Seawall

SECTION 2. REFERENCES & QUALIFICATIONS

SECTION 4. PERFORMANCE BOND

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

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

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

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

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

Owner's and Consultant's Protective Liability.


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

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

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

SECTION 3. CERTIFICATE OF INSURANCE

INSURANCE

Madetra Beach 300-Municipal Drive City of Madetra Beach	FL 33708 AUTHORIZED REPRESENTATIVE 
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	

INSURANCE		TYPE OF INSURANCE		ADDRESS		POLICY NUMBER		POLICY EFF. DATE		POLICY EXPI. DATE		LIMITS	
A	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR	MARINE CONTRACTOR'S LEGAL LIABILITY	ZOL-16P56162-23-ND	05/22/2023	05/22/2024	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	<input type="checkbox"/>	RETENTION \$	<input type="checkbox"/>	N/A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	AVWCFL3200332023	08/01/2023	08/01/2024	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	PROTECTION & INDEMNITY	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	OCCUR	DESCRIPTION OF OPERATIONS below (If yes, describe under ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	ZOH-16P56174-23-ND	05/22/2023	05/22/2024	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REVISION NUMBER: _____ CERTIFICATE NUMBER: BDM124020609580849

PRODUCER	Kelly White & Associates Insurance, LLC	1622 Hickman Road	Jacksonville	FL 32216	INSURER A: Travelers Property & Casualty Company
INSURED	BDI Marine Contractors, LLC	11718 SE Federal Hwy #222		FL 33455	INSURER F: _____

INSURER B: _____
 INSURER C: _____
 INSURER D: American Interstate Ins Co
 INSURER E: Travelers Property & Casualty Company

CONTACT NAME: Crystal Pounders
 PHONE (A/C, No. Ext): 904-880-8881
 FAX (A/C, No.): _____
 E-MAIL: crystal@kwhiteinsurance.com
 ADDRESS: _____

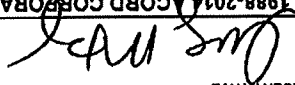
INSURERS(A) AFFORDING COVERAGE
 NAIC # _____

ACORD 25 (2014/01)

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1001486 132849.9 02-04-2014

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<p>CITY OF MADEIRA BEACH 300 Municipal Drive Madeira Beach, FL 33708</p>	<p>AUTHORIZED REPRESENTATIVE </p>
<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>	

CANCELLATION		CERTIFICATE HOLDER	
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</p>			
<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A</p>	<p>UMBRELLA LIAB CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/></p>	<p>ANY AUTO ALL OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS NON-OWNED <input type="checkbox"/> HIRING AUTOS <input type="checkbox"/></p>	<p>EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/></p>
<p>EL. DISEASE - POLICY LIMIT \$</p> <p>EL. DISEASE - EA EMPLOYEE \$</p> <p>EL. EACH ACCIDENT \$</p> <p>PER STATUTE <input type="checkbox"/> OTH <input type="checkbox"/></p>	<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>	<p>COMBINED SINGLE LIMIT \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p>	<p>ADDITIONAL INSURANCE</p> <p>INSURANCE NUMBER</p> <p>INSURANCE EFF. DATE (MM/DD/YYYY)</p> <p>INSURANCE EXP. DATE (MM/DD/YYYY)</p>
<p>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/></p>	<p>PERSONAL & ADV INJURY \$</p> <p>MEC EXP (Any one person) \$</p> <p>PREMISES (Per occurrence) \$</p> <p>DAMAGE TO RENTED PREMISES (Per occurrence) \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS - COMP OP AGG \$</p>	<p>REVISION NUMBER:</p>	<p>REVISION NUMBER:</p>

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

CONTACT: Haggar Insurance Agency, Inc.
 NAME: Haggar Insurance Agency, Inc.
 PHONE No.: 561-575-0092
 FAX No.: 561-747-3007
 E-MAIL ADDRESS:
 INSURER(S) AFFORDING COVERAGE
 NAIC # 26178
 INSURER A: State Farm Mutual Automobile Insurance Company
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:
 INSURER F:



DATE (MM/DD/YYYY)
 02/06/2024

City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

AUTHORIZED REPRESENTATIVE
[Signature]

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CANCELLATION

CERTIFICATE HOLDER

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				
	OTHER: GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	AUTOMOBILE LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				
	ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>	L41 2680-D20-59	10/20/2023	10/20/2024	COMBINED SINGLE LIMIT \$
	ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	L41 2681-D20-59	10/20/2023	10/20/2024	BODILY INJURY (Per person) \$
	SCHEDULED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	L41 2682-D20-59	10/20/2023	10/20/2024	BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	L41 2683-D20-59	10/20/2023	10/20/2024	PROPERTY DAMAGE (Per accident) \$
	HIRIED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				1,000,000
	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
	OFFICER/PARTNER/EXECUTIVE AND PROPRIETOR EXCLUDED? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EMPLOYEE \$
	(Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT \$
	DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGES REVISION NUMBER: CERTIFICATE NUMBER:

INSURER	INSURANCE	NAIC #
INSURER A	State Farm Mutual Automobile Insurance Company	25178
INSURER B		
INSURER C		
INSURER D		
INSURER E		
INSURER F		

INSURED: BDI Marine Contractors, LLC
11718 SE Federal Hwy #222
Hobe Sound, FL 33455-5303

PRODUCER: Hagar Insurance Agency, Inc.
224 S. Old Dixie Hwy # 1
Jupiter, FL 33458
State Farm logo

CONTACT: Hagar Insurance Agency, Inc.
NAME: Hagar Insurance Agency, Inc.
PHONE No. ext: 561-575-0092
FAX No.: 561-747-3007
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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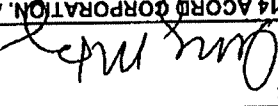
CERTIFICATE OF LIABILITY INSURANCE



DATE (MM/DD/YYYY)
02/06/2024

ACORD 25 (2014/01)

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 1001486 132849.9 02-04-2014

AUTHORIZED REPRESENTATIVE 	City of Madeira Beach 300 Municipal Drive Madeira Beach, FL 33708
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
CANCELLATION	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		AUTOMOBILE LIABILITY		COMMERCIAL GENERAL LIABILITY	
J37 6593-F-29-59 12/29/2023 12/29/2024		ANY AUTO ALL OWNED SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS		CLAIMS-MADE OCCUR		CLAIMS-MADE OCCUR	
E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ E.L. EACH ACCIDENT \$ PER STATE OTH-ER AGGREGATE \$ EACH OCCURRENCE \$ PROPERTY DAMAGE (Per accident) \$ BODILY INJURY (Per accident) \$ BODILY INJURY (Per person) \$ COMBINED SINGLE LIMIT (Per accident) \$		RETENTIONS \$ EXCESS LAB \$ UMBRELLA LAB \$ OCCUR \$		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADVY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Per accident) \$	

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REVISION NUMBER:	
COVERAGE NUMBER:	
CONTACT NAME: Hagar Insurance Agency, Inc. PHONE (A/C, No. Ext): 561-575-0092 FAX (A/C, No.): 561-747-3007 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 26178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
PRODUCER Hagar Insurance Agency, Inc. 224 S. Old Dixie Hwy # 1 Jupiter, FL 33458 INSURED BDI Marine Contractors, LLC 11718 SE Federal Hwy #222 Hobe Sound, FL 33455-5303	

COUNTERSIGNED:

WITNESS:

ATTEST:

ATTORNEY-IN-FACT

SURETY

By: _____

By: Stephen Zipp, President

CONTRACTOR

BDM Marine Contractors LLC

IN TESTIMONY, WHEREOF, witness the hands and seals of the parties hereto this 7 day of February, 2024.

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

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

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

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

pabrams@skywardinsurance.com

Company – 727-709-4973

Skyward Specialty Insurance / Great Midwest Insurance

Assistant Vice President-Contract Surety-SBA

Paul Abrams

Paul Abrams

Regards,

Please don't hesitate to contact me with any questions.

A.M. Best Company.

Great Midwest Insurance Company is listed on the U.S. Treasury Department's Listing of Approval Sureties, with an Underwriting Limitation of \$25,931,000. and is rated A- (Excellent), with an asset size of IX, by

issuance of this letter.

Naturally, the Surety reserves the right to perform its normal underwriting at the time of any bond request. This process includes (without limitation) review of the relevant contract documents, bond forms, and project financing, and can be significantly impacted by the time frame and circumstances of any given bond request. It should be understood that any arrangement for surety bonds is strictly between the Surety and BDI Marine Contractors, LLC and the Surety has no liability to any party if, at any time, it chooses not to approve a bond for any reason. Additionally, the Surety assumes no liability to you or any third parties by

underwriting conditions have been met. Additional capacity will be considered, upon request. BDI Marine Contractors, LLC has been approved for bonding for single projects in the amount of \$3,500,000. Consideration for larger limits will be evaluated on a case-by-case basis, provided all

RE: BDI Marine Contractors, LLC Coastal Groin Restoration RFP# 2023-14

RE: BDI Marine Contractors, LLC

TO: City of Madeira Beach

300 Municipal Drive

Madeira Beach, FL 33708

February 7, 2024

401 Edgewater Place, Suite 125/130 Wakefield, MA

A Subsidiary of Skyward Specialty Insurance

GREAT MIDWEST INSURANCE COMPANY

Government agencies, departments and municipalities the bid prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the Government agencies, departments and municipalities the bid prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the

16. Provision for other agencies: unless otherwise stipulated by the bidder, the bidder agrees to make available to all delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly and to bind Vendor to the terms hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor. NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

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

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

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

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

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

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

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

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

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

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

As to Vendor:

As to City
Robin Gomez
City Manager
City of Madeira Beach, Florida
300 Municipal Dr.
Madeira Beach, Florida 33708

17. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.
18. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

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

CITY OF MADEIRA BEACH, FLORIDA

BY

ROBIN GOMEZ, CITY MANAGER

Vendor

BY

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

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

1	2/2/2024
2	2/6/2024
3	1/22/2024

Addendum No.

Addendum Date

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

In submitting this Bid, Bidder represents that:

BIDDER'S REPRESENTATIONS

PROPOSER ACKNOWLEDGMENT

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

Name of Person Submitting Proposals _____ Stephen Zippi

Name of "CONTRACTOR" Submitting Proposals _____ BDI Marine Contractors, LLC



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

Date 2/6/2024

Signature 

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

If yes, include a detailed explanation.

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?
NO YES

Under what other name(s) has your firm operated: N/A

Length of time your firm has provided services to governmental clients: 6 years.

Length of time the Contractor has been doing business under this name in Florida: 6 years.

Number of people in your organization: 45

Office Location: 354 S Cypress Dr Unit 4 Tequesta, Fl 33469

Expiration Date: 8/31/2025 Unique Entity ID: _____ FIN: 83-1324528

Contractor License Number: CGC1528016

Other Describe: _____ Florida

Corporation Partnership Individual Joint Venture

Circle one of the following:

Submitted by (Company Name): BDI Marine Contractors, LLC

SECTION 7, "CONTRACTOR" PROFILE

SECTION 8. HOLD HARMLESS AGREEMENT

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

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

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

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

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

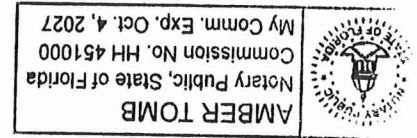
Stephen Zippi
 Contractor/ "CONTRACTOR"- Printed Name _____
 Signature _____
 T
 Project Name _____
 RFP# 2023-14 Coastal Groin Restoration
 Date 8/7/24

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

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

1. This sworn statement is submitted to the "CITY" of Madera Beach
 By Stephen Zippl, President
 (Print individual's name and title)
 For BDI Marine Contractors, LLC
 (Print name of entity submitting sworn statement)
 whose business address is 11718 SE Federal Hwy #222 Hobe Sound, Fl 33455
 (Print name of entity submitting sworn statement)
 Employer Identification Number (EIN) is 83-1324528
 and (if applicable) its Federal



This document must be completed and returned with your submission.

(seal)

My Commission Expires Oct. 4, 2027

Signature of Notary

Amber Tomb

(Specify Type of Identification)

Personally Known or Produced Identification

Sworn to and subscribed before me this 7 day of February 2021

County of: Martin

State of: Florida

Date Signed

2/7/21

Authorized Signature

[Signature]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY ID ENTITLED 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.

SECTION 10. IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

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

Company Name: BDI Marine Contractors, LLC

Print Name: Stephen Zippl

Title: President

Signature: 

Date: 2/7/24

State of: Florida

County of: Martin

Sworn to and subscribed before me this 7 day of February, 2024

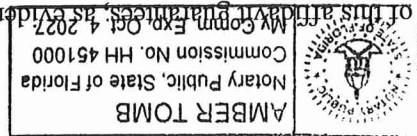
Personally Known or Produced Identification

Amber Tomb

Signature of Notary

My Commission Expires 04-11-2027

(seal)



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

This document must be completed and returned with your submission.

Type text here

SECTION 12. EXHIBIT A
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Stephen Zippi, President
[print individual's name and title]

for BDI Marine Contractors, LLC

[print name of entity submitting sworn statement]

whose business address is: 11718 SE Federal Hwy #222 Hobe Sound, Fl 33455

and Federal Employer Identification Number (FEIN) is 83-1324528, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

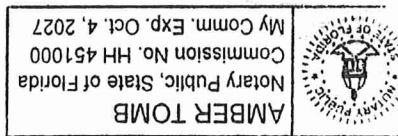
I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or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

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employees' official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein, above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

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

This document must be completed and returned with your submission.



My Commission Expires Oct 4, 2027

Signature of Notary

Amber Tomb
 (Specify Type of Identification)

Personally Known or Produced Identification

Sworn to and subscribed before me this 7 day of February, 2021

County of: Martin

State of: Florida

Date Signed

Authorized Signature

[Handwritten Signature]

SECTION 13. EXHIBIT B
DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by Stephen Zippl, President

[print individual's name and title]

for BDI Marine Contractors, LLC [print name of entity submitting sworn statement]

whose business address is: 11718 SE Federal Hwy #222 Hobe Sound, Fl 33455 and (if applicable)

its Federal Employer Identification Number (FEIN) is 83-1324528 (If the entity has no FEIN, include the Social

Security Number of the individual signing this sworn statement:

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

- (i) the dangers of drug abuse in the workplace.
- (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees.

(3) Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

(4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

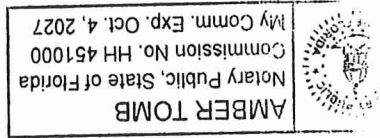
(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

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

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

This document must be completed and returned with your submission.



My Commission Expires 04.11.2027

(Specify Type of Identification)
Amber Tomb

Signature of Notary

Personally Known or Produced Identification

Sworn to and subscribed before me this 17 day of February, 2024

County of: Martin

State of: Florida

Date Signed

Authorized Signature
[Signature]
2/17/24

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

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

The City of Madeira Beach reserves the right to reject any or all proposals or parts of proposals or to accept any proposal or part thereof deemed to be in the best interest to the City of Madeira Beach. The City of Madeira Beach also retains the right of selecting separate contractors for any particular repair items, if applicable.

ype

- Bidder's Checklist
- Bid Schedule
- References
- Certificate of Insurance
- Performance Bond
- Contract Agreement
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
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Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration



SECTION 11. BIDDERS CHECKLIST

-Delaware County Community College
Survey and Mapping

-Cantsink Helical training 2023
Certified helical installer
-Patriot Foundation Piles
Certified pile driving

-Gold Coast Schools 2014
Business Finance course
Trade Knowledge

11718 SE FEDERAL HWY
UNIT 222
HOBE SOUND FL 33455

BDI MARINE CONTRACTORS
LICENSE NUMBER: CGC1528016
EXPIRATION DATE: AUGUST 31, 2024

ZIPPI, STEPHEN P

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

SECTION 15. COASTAL GROIN LIST

This document must be completed and returned with your submission.

SECTION 16. BID TABULATION

•EXISTING CONCRETE H-PILE AND SLABS TO REMAIN (SIZE VARIES;DEPTH UNKNOWN).
 •VINYL SHEET PILE (EACH SIDE OF EXISTING GROINS).
 •COMPACTED SANDS BETWEEN WALLS.
 •TOP OF PROPOSED SHEET PILE TO BE 6" ABOVE EXISTING GROIN ELEVATION.
 •SHEETS - VINYL SHEET PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).
 •MEETS FBC 2020 - 7TH EDITION- ANY INCIDENTAL WORK TO RESTORE EXISTING GROINS.
 MATERIAL, LINEAR FOOT OF INSTALLED SHEET PILES INCLUDES:
 1. CONCRETE - 5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE).
 2. THRU BOLTS - 3/4" S.S. ALL THREARD W/4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 3/6" O.C +/- AT INTERIOR CORRUCTIONS OF
 BOTH SHEET PILES.

MOBILIZATION & SITE PREPARATION		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.1	Mobilization	LS	1	\$ 260,000.00	\$ 260,000.00
1.2	Maintenance of Traffic	LS	1	\$ 30,000.00	\$ 30,000.00
1.3	Position Control and Floating Turbidity	LS	1	\$ 20,000.00	\$ 20,000.00
Subtotal Mobilization					
2.0 BID ITEM					
2.1	Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	EA	2,300	4.1	\$ 9,430.00
2.2	Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	EA	900	3.1	\$ 2,790.00
Subtotal Dune Restoration					
3.0 Groin #	Linear Feet	9' Sheets	UNIT PRICE (\$)	12' Sheets	UNIT PRICE (\$)
1	153.0 +/-	144	485	9	696
2	153.0 +/-	153	485	-	696
3	172.6 +/-	153	485	20	696
4	172.6 +/-	77	485	81	696
5	123.0 +/-	6	485	87	696
6	241.6 +/-	165	485	77	696
7	282.0 +/-	120	485	90	696
8	232.6 +/-	42	485	156	696
9	211.6 +/-	69	485	95	696
10	202.6 +/-	53	485	92	696
11	162.0 +/-	12	485	92	696
12	181.6 +/-	57	485	89	696
13	192.0 +/-	105	485	87	696
14	181.6 +/-	96	485	86	696
15	192.0 +/-	51	485	96	696
16	192.0 +/-	68	485	98	696
17	192.0 +/-	109	485	83	696
18	192.0 +/-	192	485	-	696
19	202.6 +/-	149	485	54	696
20	192.0 +/-	185	485	8	696
21	192.0 +/-	134	485	59	696
22	192.0 +/-	192	485	-	696
Subtotal Groins Restoration					
Subtotal 1.0-3.0					
Contingency 10%					
Total Price					

3,095,140.40 \$

281,376.40 \$

2,813,764.00 \$

2,491,544.00 \$

93,120.00 \$

106,054.00 \$

95,293.00 \$

109,849.00 \$

93,120.00 \$

110,633.00 \$

123,058.00 \$

128,001.00 \$

106,416.00 \$

111,477.00 \$

118,749.00 \$

117,642.00 \$

137,527.00 \$

138,465.00 \$

157,296.00 \$

179,160.00 \$

133,617.00 \$

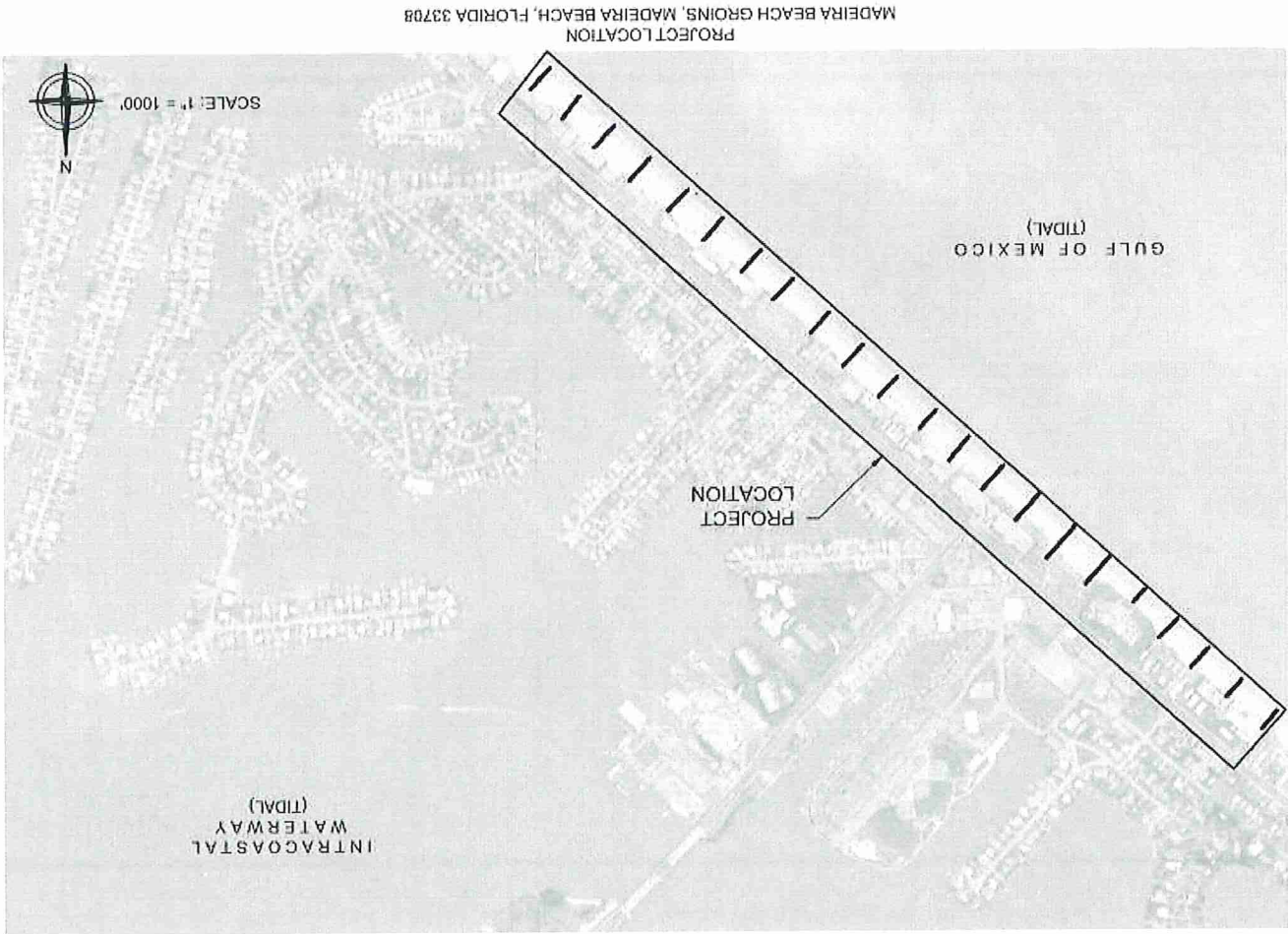
87,762.00 \$

105,871.00 \$

88,125.00 \$

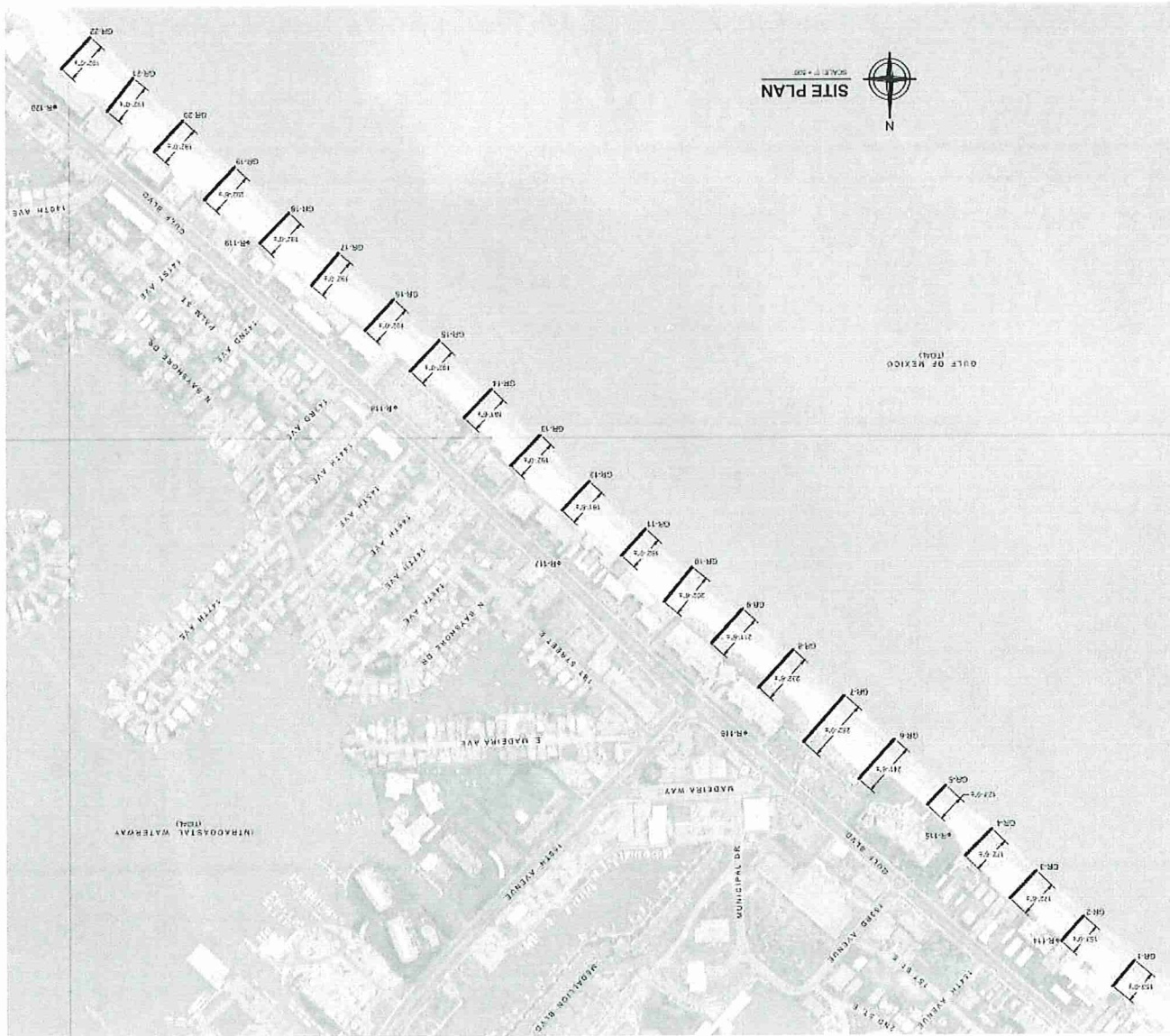
74,205.00 \$

76,104.00 \$



SECTION 17. MAPS

Handwritten signature or initials in blue ink.



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

TURBIDITY BARRIERS

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

CERTIFICATION AND MATERIAL TESTS

3/4" S.S. ALL THREAD W/ 4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE), 3/6" O.C +/- AT INTERIOR CORRUPTIONS OF BOTH SHEET PILES. S.S. THRU BOLT W/ PLATE WASHER AND NUT (EACH END) @ 24" O.C. SPACING TO 2.0' BELOW GRADE.

BOLTS & ACCESSORIES:

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

CONCRETE:

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

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

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

SHEETING:

MATERIALS

SECTION 18. PILE PROTECTION SYSTEM SPECIFICATION

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

SHOP DRAWINGS

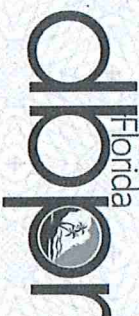
THE CONTRACTOR SHALL PROCURE THE MANUFACTURER'S SERVICES TO PROVIDE ON-SITE TECHNICAL ASSISTANCE DURING THE INITIAL JACKETING INSTALLATION UNTIL BOTH THE ENGINEER AND THE OWNER ARE SATISFIED WITH THE PROCEDURE.

TECHNICAL ASSISTANCE

SHALL MAINTAIN SUCH BARRIERS AT ALL TIMES IN THE AREAS WHERE WORK IS IN PROGRESS UNLESS STRONG CURRENT PREVENTS THEIR DEPLOYMENT.
TURBIDITY BARRIERS TO BE MANUFACTURED IN ACCORDANCE WITH FDOT ROADWAY & TRAFFIC DESIGN STANDARDS INDEX NO. 103.

Ron DeSantis, Governor

Melanie S. Griffin, 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



ZIPPI, STEPHEN P

BDI MARINE CONTRACTORS

11718 SE FEDERAL HWY

UNIT 222

HOBE SOUND

FL 33455

LICENSE NUMBER: CGC1528016

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

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

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

SECTION 2. REFERENCES & QUALIFICATIONS

References

1. Drew Groff- Paradise Beach Club
-(321)-313-9770
- Large seawall project Coastal

2. Town Of Jupiter- Scott Forkorny (561) 693-8506
17403 Central Blvd
Jupiter, FL 33458
-Large Municipal demo and grading project

3. Aruba Condominium Association
Gerard Gallenberger- (920) 698-2558
Largest Coastal seawall in Daytona Beach Shores

4. City of Port St Lucie- David Epperson (772) 418-6886
depperson@cityofpsl.com
City Wide concrete contract

5. David Townsend (609) 760-9722
Hobe Sound FL- Large coastal seawall

6. Sandpiper Condominium Satellite Beach FL
Dolores Melton (904) 651-2074
Large Coastal Seawall

BDI will have multiple crews to work on this project, equipped with state of the art pile driving equipment that is owned by BDI.

Please see attached photographs that demonstrate competency driving vinyl sheet pile.

Sincerely,
Stephen Zippi, President

We appreciate this opportunity to Bid, please reach out if any additional references or information is needed. We are eager to earn your business.

- BDI has staffed over 70 in house employees and completes most jobs in house with no use of subcontractors.
- BDI has a multitude of experience working on land and marine applications with everything in between.
- BDI has extensive coastal front seawall and marine construction experience. Specifically, beach front construction which is different than other types of construction. We understand dealing with winds, waves, shifting sands, and most importantly pedestrian traffic.
- BDI has assisted in many recent projects due to the hurricanes from Daytona Beach down to Satellite Beach.
- BDI owns all of its own equipment and said equipment is less than 3 years old. This eliminates any potential environmental disasters from leaky old equipment.
- BDI has a vast assortment of specialty attachments and tools needed for unknown encounters of different soil conditions and ground obstructions.
- All BDI equipment contains environmentally friendly oils in case of spills or leaks.
- BDI has an extensive team of qualified workers including Project Managers, Foreman, and Superintendents.

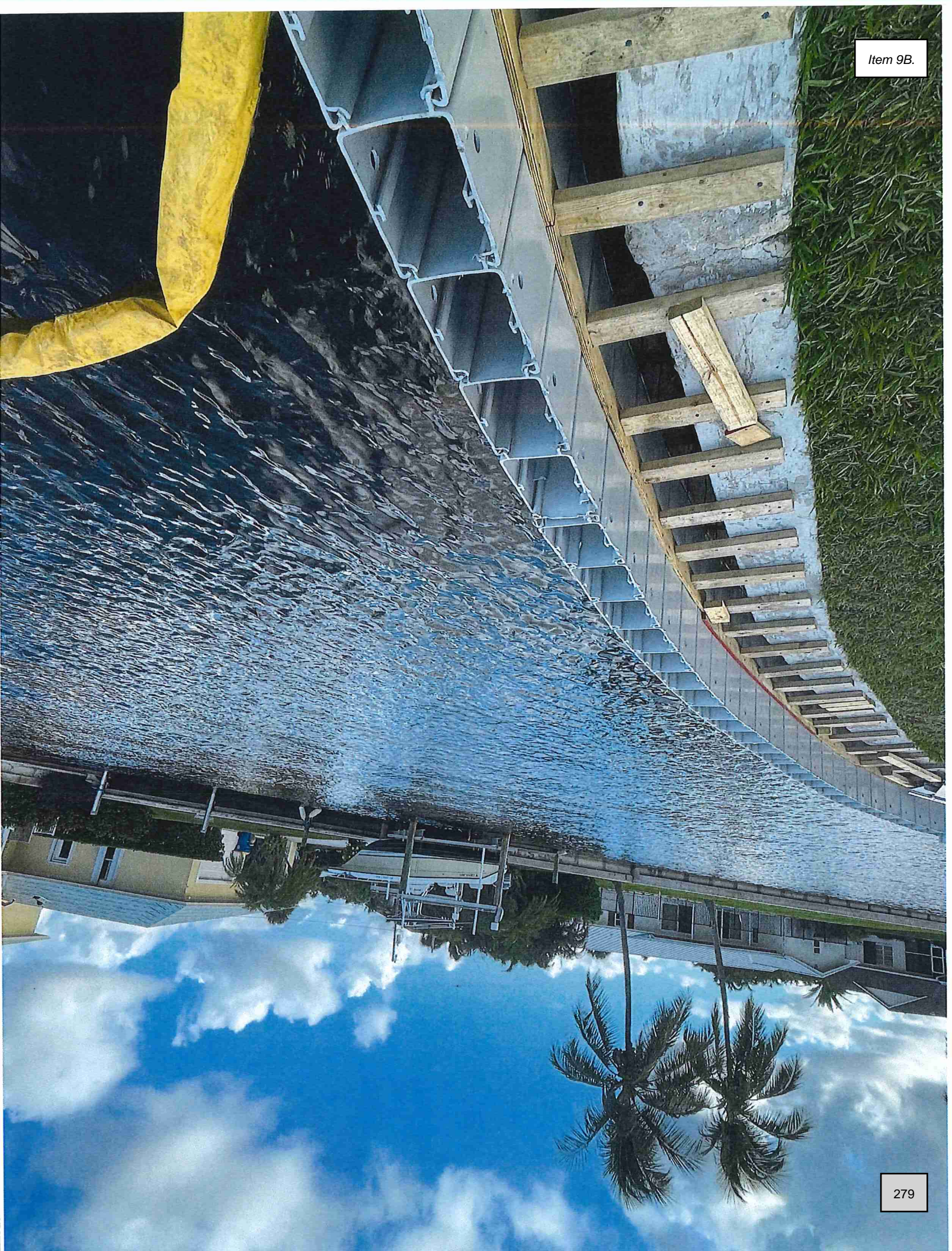
The team at BDI appreciates the opportunity to provide the Town of Madeira Beach with our bid package. We would like to point out some of the key qualifications that set BDI apart from its competition.

To Whom It May Concern,



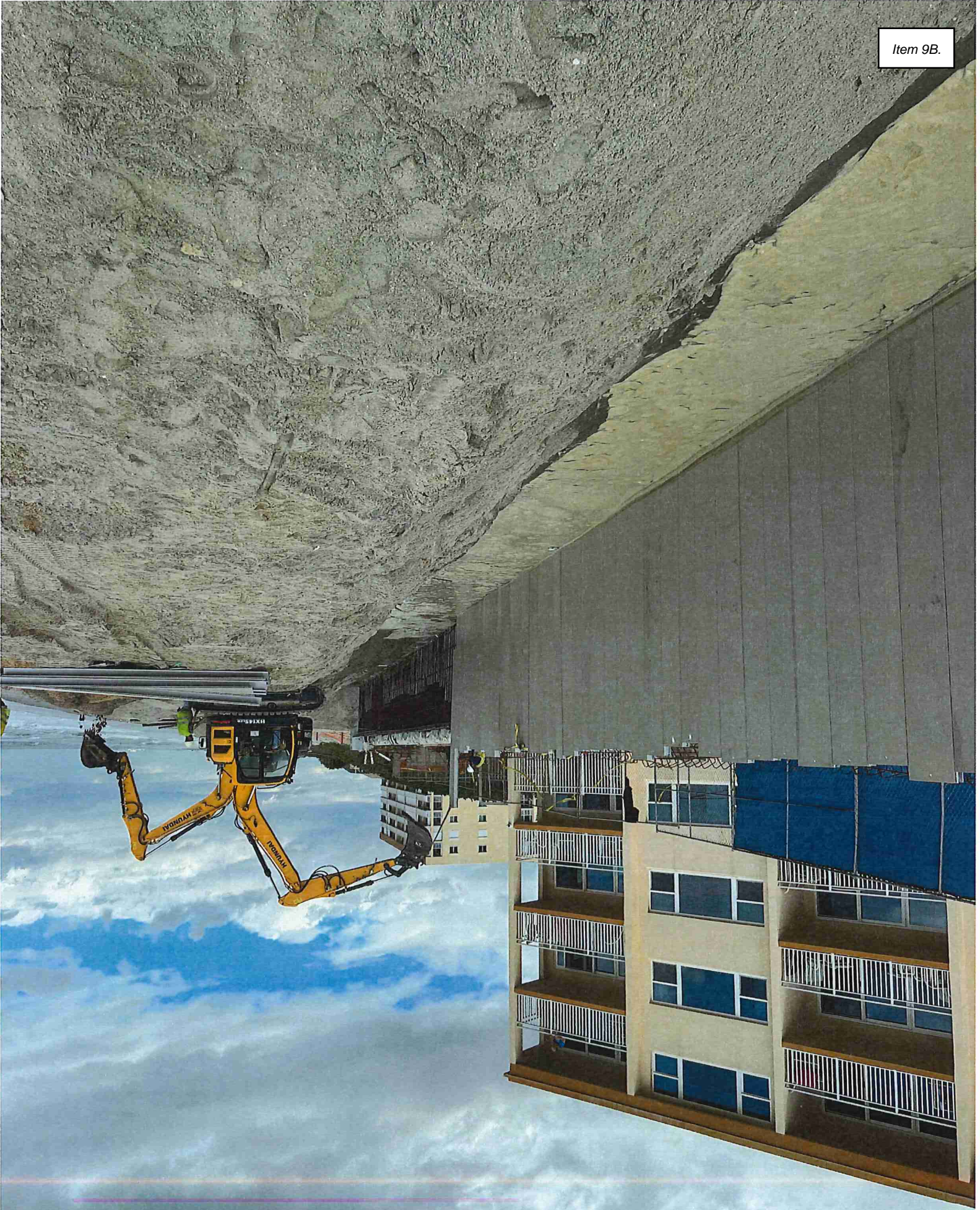
11718 SE Federal Hwy, Unit 222 Hobe Sound, FL 33455
561-909-9898
CGC1528016











Contractor Name: BDI (South FL Building)

Item 9B.

Evaluator: Allie Lollis

BIDDERS CHECKLIST



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

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

NOTES:

\$

Contractor Name: BDI Marine Contractors, LLC

Evaluator: Megan Wepler

BIDDERS CHECKLIST



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

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NOTES:

BD1

1. What type of work was done? Marine related?

250ft seawall included returns.
New management - replaced seawall after hurricane Nicole.

2. Were they main contractors or sub-contractors?

Main contractor - very pleased. 20ft Tall Seawall at Sand elevation.

3. How many crew members were on site?

A Supervisor, A Foreman
4-8 crew depending.

4. What was the price of the project?

~~1.2M~~ \$1.8 Millions

5. Did they finish the project on time?

A few hiccups that was not their fault.
Almost completed.

6. Did they finish the project on budget?

yes!

7. What was the overall quality of the project?

Very Pleased.

8. Did you have any issues or conflicts with the crew, residents, or staff?

Ronnie + George is a great foreman.

9. Would you hire the company again?

Yes, definitely.

Question them and ask what the team will be made of
* Make sure Steve (or whoever) can make weekly meetings!
Level of committed put in writing.
OR may have communication issues.

Would be our guy if awarded.
So he says.

1. What type of work was done? Marine related?

concrete demo
grading, sod.

2. Were they main contractors or sub-contractors?

main

3. How many crew members were on site?

2 - 8
depending

4. What was the price of the project?

\$540,429.

5. Did they finish the project on time?

yes!

6. Did they finish the project on budget?

yes!

7. What was the overall quality of the project?

Very Good, easy to work with.
no major complaints, "reasonable"

8. Did you have any issues or conflicts with the crew, residents, or staff?

No major issues.
took care of anything quickly

with
change
orders.

9. Would you hire the company again?

yes!

- 1. What type of work was done? Marine related? ^{* personal house*}
 Seawall, dock, + boat lift 240ft Seawall
 (True line (vinyl, dried down ~~to~~ rebar + concrete.)
- 2. Were they main contractors or sub-contractors?
 main contraction
- 3. How many crew members were on site?
 As many as needed 2-5 men.
- 4. What was the price of the project?
~~XXXXXXXXXX~~ \$250,000
- 5. Did they finish the project on time?
 During covid but was not "neglected"
 longer than expected or planned.
- 6. Did they finish the project on budget?
 yes
- 7. What was the overall quality of the project?
 Great.
- 8. Did you have any issues or conflicts with the crew, residents, or staff?
 No issues.
- 9. Would you hire the company again?
 yes and recommend them for docks.

Wepfer, Megan

From: Robert Eschenfelder <Rob@cityattorneys.legal>
Sent: Sunday, March 17, 2024 6:06 PM
To: Robin Gomez
Cc: Wepfer, Megan
Subject: FW: ITB 2023-14 Coastal Groin Project
Attachments: ITB 2023-14 bid tabulation.pdf; Bidders Interview Questions 3-4-24.docx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Manager Gomez,

City Attorney Trask asked me to review the City's question below regarding the recent bid openings for the groin project. Having reviewed the ITB docs and the vendor's response, I agree with Director Wepfer that the City would be within its rights to find that the bidder is "non-responsive" in that it did not provide honest and complete responses to the question.

As an additional basis the City should state, I also believe the City is justified to find that the bidder is "not responsible" in that so much litigation is at issue related to its work. While in fairness pending litigation could in theory be won by the vendor, it nevertheless is a sign of performance issues.

Please let me know if you have any follow up questions.

Regards,
 Robert M. Eschenfelder, Esquire
 Board Certified in City, County and Local Government Law
Rob@cityattorneys.legal
 TRASK DAIGNEAULT, LLP
 Harbor Oaks Professional Center
 1001 South Fort Harrison Avenue, Suite 201
 Clearwater, FL 33756
 (727) 733-0494 Phone
 (727) 733-2991 Fax



CONFIDENTIALITY NOTICE

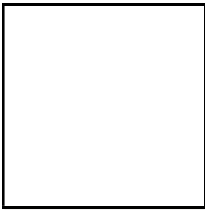

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From: Wepfer, Megan <mwepfer@madeirabeachfl.gov>
Sent: Monday, March 11, 2024 3:58 PM
To: Thomas Trask <tom@cityattorneys.legal>
Cc: Kathy Tokos <Kathy@cityattorneys.legal>; Robin Gomez <RGomez@madeirabeachfl.gov>; Alexandra Lollis <alollis@madeirabeachfl.gov>
Subject: ITB 2023-14 Coastal Groin Project

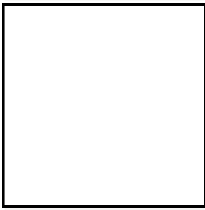
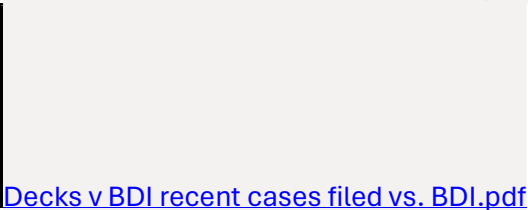
Hi Tom,

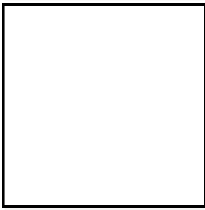
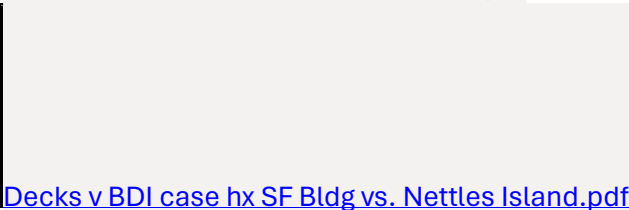
We conducted meetings/interviews with the 3 lowest bidders on Friday March 8th to determine who is the most qualified responsive bidder for the Coastal Groin Restoration project. The 3 lowest bidders were BDI Marine Contractors LLC, Custom Built Marine Contractors Inc, and Speeler CO.

While doing research we found that BDI had several lawsuits but answered no or none to the questions asked during the interview regarding litigations. I sent an email to a few BDI Employees on Friday asking for clarification on 4 separate lawsuits that I found but I have yet to hear any response. Today it was brought to my attention that there are a few more, attached below. My recommendation is to not proceed with BDI Marine Contractors based on information found but I would like your legal advice on how to proceed. If you need further information please let me know.

 
[ITB 2023-14 Coastal Groin Restoration .eml](#)

 
[Decks v BDI recent cases filed vs. BDI part 2.pdf](#)

 
[Decks v BDI recent cases filed vs. BDI.pdf](#)

 
[Decks v BDI case hx SF Bldg vs. Nettles Island.pdf](#)

Sincerely,

Megan Wepfer

City of Madeira Beach

Public Works Director

C: 727-543-8154

Error! Filename not specified.

Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.