



# BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, February 26, 2025 at 6:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708

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This Meeting will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **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, and the organization or group you represent. Please limit your comments to five (5) minutes and do not include any topic 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. Completing a comment card is not mandatory.*

4. **BOARD OF COMMISSIONERS**
  - A. Flood Awareness Week Proclamation
  - B. Key to the City
  - C. Task Force Committee
  - D. Information Officer
5. **CITY MANAGER**
  - A. SBA Loans - Rick Morales
  - B. Johns Pass Dredging
  - C. Honor Court

D. City Purchasing

E. CAP Government Agreement for Building Department Services

**6. COMMUNITY DEVELOPMENT**

A. Updates to the Code for C-1 and C-2 Zoning District

B. Post-Hurricane Update Recovery, Rebuild, Permitting, FEMA, FDEM

**7. FINANCE**

A. FY 2025 Financial Presentation - Through January 2025

**8. PUBLIC WORKS**

A. Johns Pass North Jetty Update

B. ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval

C. Approval of purchase for rear load containers

D. City Street Ends Project Update

**9. RECREATION**

A. RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs

B. Facility Use Agreement

C. Facility Rental Fee Updates

D. City Sponsored Fireworks

**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.*

## PROCLAMATION

**WHEREAS**, the City of Madeira Beach has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding throughout the City of Madeira Beach, and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

**WHEREAS**, the City of Madeira Beach is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

**WHEREAS**, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

**WHEREAS**, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety, and welfare of residents, the Florida Floodplain Managers Association (FFMA) declared the week of March 3 - 9, 2025, as **Flood Awareness Week** to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

**NOW, THEREFORE**, I, Anne-Marie Brooks, Mayor of the City of Madeira Beach, Florida, in coordination with FEMA and Pinellas County, do hereby proclaim MARCH 3 - 9, 2025, as **FLOOD AWARENESS WEEK in the City of Madeira Beach**, and encourage the citizens of the City of Madeira Beach to increase their knowledge of how to protect themselves and their property from flooding.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madeira Beach, Florida, to be affixed on this 26<sup>th</sup> day of February 2025.




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Anne-Marie Brooks, Mayor  
City of Madeira Beach, Florida



# MEMORANDUM

**Date:** February 26, 2025  
**To:** Board of Commissioners  
**From:** Robin I. Gomez, City Manager  
**Subject:** UPDATE ON JOHN'S PASS DREDGING - PRESENTATION

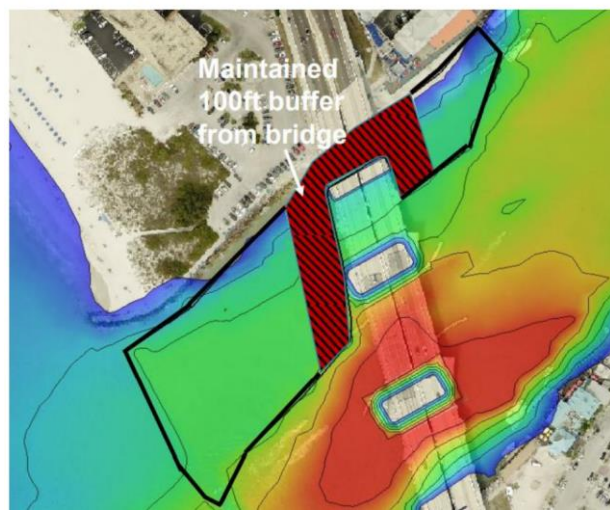
## Background

The City has been utilizing the Pinellas County Professional Coastal Management Environmental Consultant, Aptim Environmental & Infrastructure, Inc, for the initial design and permitting process for the John's Pass Dredging Project.

## Discussion

The City was awarded a \$1.556 Million grant by the 2022 Florida Legislature, through the Florida Department of Environmental Protection, FDEP, (available until June 30, 2025), to assist with the dredging of a section of the John's Pass channel/waterway, more specifically an approximate 1.6 acres area on the northern side of the channel/waterway adjacent to a FDOT right-of-way, City property, and private property to the east (as more specifically identified in the enclosed Project Description documentation). The multi-year project will require the coordination of various permits including the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), and the US Army Corps of Engineers (USACE), as well various partner agencies, and private property owners.

John's Pass Inlet Proposed Area to be Dredged – black outline



## Project Location and Site History

Johns Pass connects Boca Ciega Bay to the Gulf of Mexico in southwest Pinellas County (Figure 1). Since the mid-1990's to present, the City of Madeira Beach has experienced increased sedimentation along the northern side of the channel within Johns Pass. The sedimentation is likely attributed to alongshore sediment transport of sand moving north to south, which becomes entrained via tidal currents along the updrift bank of the inlet. The project area stretches approximately 670 linear feet on the northern side of Johns Pass channel adjacent to the Gulf Boulevard Bridge (State Road 699) (Figure 2). FDEP Permit No. 0270453-001-JC, issued in 2010, suggests that maintenance dredging has occurred in the channel at Johns Pass.



## Project Purpose and Goals

The Johns Pass Dredging Project was designed with 2 goals:

1. To restore access to adjacent marinas.
2. To remove the excess sediment from the referenced area

## Proposed Activity

To mitigate for the sedimentation on the north side of Johns Pass, it is the City's desire to dredge this area to restore access to adjacent marinas and remove the excess sediment from the Pass. The proposed dredge footprint, shown in Figure 2, is approximately 1.61 acres. The project area is located under and adjacent to the Gulf Boulevard Bridge. The Florida Department of Transportation (FDOT) has authorized dredging around the Gulf Boulevard Bridge and specified a 15-foot buffer between the dredge template and the bridge pilings and footings. The seaward limit of the dredge area ranges from approximately 102 to 140 feet from the marina boardwalk. The minimum distance from the dredge template to the federal navigation channel is 121 feet. The dredge template is shown in detail in the Permit Drawings (Attachment #2). The template has a proposed dredge depth that ranges from -10 to -12.7 feet NAVD, with a 2-foot overdredge



## MEMORANDUM

allowance. An approximate volume of 12,897 cubic yards will be removed from the channel. Side slopes will be cut at 1 vertical foot to 5 horizontal feet. The dredged material will be dewatered in the City-owned parking lot north of Johns Pass. The material will be disposed of in an upland location to be coordinated with the City of Madeira Beach and Pinellas County. After the initial project completion, periodic maintenance dredging may be required if sedimentation reoccurs in the project area.

City officials were notified in June 2022 that the Florida Legislature appropriated, just over \$1.5 million to help fund the project (Governor signed budget approving appropriation). In October 2022, the City contracted with Aptim Environmental (the Pinellas County coastal contractor) to manage the project specifically to obtain all requisite permits.

In January and February 2023 Aptim staff met with the Florida Department of Environmental Protection (FDEP) and US Army Corps of Engineers, USACE, representatives (pre-planning) to discuss and review permit application requirements. Aptim also communicated with FDOT throughout the middle of 2023 as the project will occur within State DOT right-of-way.

In December 2023, FDOT approved State right-of-way permit with the DEP and USACE permits still in progress by Aptim.

In March 2024, City requested an extension of the State appropriation funding through June 30, 2025; can be extended through Dec 31, 2025.

Aptim submitted all remaining completed permits to the USACE and the FDEP by July 2024. Follow-up comments received on August 16 and September 5 were completed by Aptim and submitted to USACE and FDEP on Jan 22, 2025. In Dec 2024, as requested by FDEP, the City obtained a temporary access & construction easement from the adjacent property (179 Boardwalk Place W) to the proposed dredging site. FDEP performed an on-site visit/review on Jan 14, 2025; we received confirmation on Feb 3 of all information received by FDEP.

We should hear back within 30-60 days. Upon receipt of permits, we will issue a bid shortly after that would schedule to complete the dredging by June 2025.

# JOHNS PASS DREDGING

## JUNE 2022 – FEB 2025

### PURPOSE

To dredge a section of the John's Pass channel/waterway, more specifically an approximate 1.6 acres area on the northern side of the channel/waterway adjacent to a FDOT right-of-way, City property, and private property to remove/alleviate sedimentation likely attributed to alongshore sediment transport of sand moving north to south which becomes entrained via tidal currents along the updrift bank of the inlet.

### ACTIONS

- June 2022** City officials notified the Florida Legislature appropriated just over \$1.5 million to help fund the project.
- Oct 2022** City contracts with Aptim Environmental (the Pinellas County coastal contractor) to manage the project specifically to obtain all requisite permits and assist with bid issuance.
- Jan - Feb 2023** Aptim staff meet with the Florida Department of Environmental Protection (FDEP) and US Army Corps of Engineers, USACE, representatives (pre-planning) to discuss and review permit application requirements. Aptim also communicated with FDOT throughout the middle of 2023 as the project will occur within State DOT right-of-way.
- May 2023** Aptim submits FDOT permit application.
- Dec 2023** FDOT approves State right-of-way permit with the DEP and USACE permits still in progress by Aptim.
- Mar 2024** City requests extension of the State appropriation funding through June 30, 2025 (can be extended through Dec 31, 2025).
- July 2024** Aptim submits all remaining completed permits to the USACE and the FDEP.
- Aug-Sep 2024** Follow-up comments received from USACE and FDP requesting additional information
- Dec 2024** Temporary access and construction easement obtained from private property owner adjacent to proposed dredging area USACE and FDEP
- Jan 2025** FDEP on-site visit to John's Pass proposed dredging area. Aptim replies to USACE and FDEP requests for additional information
- Feb 2025** FDEP confirms receipt of Aptim's replies
- Feb-Mar 2025** USACE & FDEP continues information reviews

Expected replies from USACE and FDEP to occur within 30-60 days. Upon receipt of permits, bid issued shortly after to schedule to complete the dredging by June/July 2025.





# MEMORANDUM

Item 5C.

TO: Board of Commissioners  
FROM: Robin I. Gomez, City Manager  
DATE: February 26, 2025  
RE: Proposed Honor Court

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## **Background**

City has a project to design/build a Military Honor Court. Upon completion of location and Court engineering designs, City will issue an Invitation to Bid (ITB)

## **Discussion**

The City selected Patriot Park to build the Honor Court, specifically in the area currently occupied by a kiosk. The plan is to relocate the kiosk about 100 feet to the west to another cemented circular area prior to the construction start. City anticipates receiving complete and final design details this month and issuing an Invitation to Bid (ITB) in February/March 2025.

## **Fiscal Impact**

City budgeted \$250,000.00 for the project. City received a \$25,000.00 donation/contribution from the MB American Legion Post 273 and \$1,000.00 from Northside Engineering (Comm Ghovae) to help fund the Court.





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## **ARTICLE V. PURCHASE AND CONTRACTS<sup>1</sup>**

### **Sec. 2-181. Definitions.**

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Bidder* means all persons or businesses who may bid or who have bid upon contracts proposed by the city.

*Bidding authority* means the officer or employee of the city having authority to obtain bids.

(Code 1983, § 18-101)

Cross reference(s)—Definitions generally, § 1-2.

### **Sec. 2-182. When bids required.**

The city shall be required to advertise and seek sealed bids from bidders for all contracts wherein the city shall be obligated to pay a sum in excess of \$30,000.00. The city shall not be required to seek bids for contracts for which bids are not required under general law (Florida Statutes) or the ordinances of the city. Further, this article shall not apply to the purchase of items or goods and services at a bona fide public action when such purchases have the prior approval of the board of commissioners.

(Code 1983, § 18-102; Ord. No. 1054, § 1, 9-14-05; Ord. No. 2021-03, § 1, 4-14-21; Ord. No. 2023-08, § 1, 2-8-23)

### **Sec. 2-183. Notice of bidding.**

- (a) Whenever bids are being sought as provided by this article, the bidding authority shall be required to give notice to bidders in the manner set forth in this section.
- (b) Notice may be given by advertisement, in which case the bidding authority will cause to be published a notice conforming to the requirements of this article on the city's website. Such notice shall be published at least one time at least ten days prior to the opening of the bids.
- (c) Notice may be given by posting a request for proposals on a web-based notification and delivery system used for public solicitations.

(Code 1983, § 18-103; Ord. No. 2021-03, § 2, 4-14-21; Ord. No. 2023-08, § 2, 2-8-23)

### **Sec. 2-184. Requirements of notice.**

Any notice given by advertisement or by posting shall conform to the requirements of this section.

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<sup>1</sup>Cross reference(s)—Any ordinance providing for contract or obligation assumed by the city saved from repeal, § 1-11(1).

- (1) All notices, whether posted or advertised, shall contain a statement of the purpose for which bids are being sought. Such statement shall be sufficiently particular so as to give interested bidders adequate notice of the purpose for which bids are being sought.
- (2) All notices, whether posted or advertised, shall also state:
  - a. That bidding shall be by sealed bid;
  - b. That plans, specifications and bidding forms may be obtained and the location where they may be obtained;
  - c. The date and time when bidding shall be closed;
  - d. The location where bids shall be submitted;
  - e. The date, time and location where bids shall be opened;
  - f. That all bids submitted will be read publicly.
- (3) In addition to any other matter set forth in any notice by advertising or posting, every notice shall contain the following statement:
 

"The city reserves the right to reject any or all bids, to waive any technical defects, and to accept any bid which the bidding authority believes to be in the best interest of the city. This request for bids and all bids submitted are subject to the city ordinances."

(Code 1983, § 18-104; Ord. No. 2021-03, § 3, 4-14-21; Ord. No. 2023-08, § 3, 2-8-23)

### **Sec. 2-185. Prerequisites to notice.**

- (a) No notice by advertisement or posting shall be given until the bidding authority has prepared plans, specifications and descriptions of the work to be done under the contract for which bids are being sought. Such plans, specifications, and descriptions shall be located at the place designated in the notice where plans, specifications and descriptions may be obtained.
- (b) No notice by advertisement or posting shall be given until the bidding authority has prepared forms for the submission of bids or, in the alternative, has prepared directions for the manner in which bids should be submitted.

(Code 1983, § 18-105)

### **Sec. 2-186. Plans, specifications and descriptions.**

- (a) It shall be the duty of the bidding authority to prepare plans, specifications, and descriptions of the work to be done under the contract for which bids are being sought. Such plans shall be sufficiently definite to afford a basis for fair competitive bidding on a common standard.
- (b) The bidding authority shall have the discretion to provide alternate plans, specifications and descriptions for work to be done under the same contract for which bids are being sought.
- (c) The bidding authority shall have the discretion to require that bidders submit bids based upon proposals by the bidder for alternate plans, specifications, materials, or methods. In this case, the bidding authority shall prepare guidelines setting forth the object for which bids are being sought, any standards or criteria which must be observed and all other things which are necessary so that bidders can prepare proposals for alternate plans, specifications, materials, or methods.

- (d) All plans, specifications, descriptions and guidelines shall include a section dealing with all terms, conditions and provisions which the city shall require to be included in any contract awarded a successful bidder. Such section will include, where applicable, any provisions dealing with liquidated damages, actual damages, penalties, time deadlines, indemnification, liability, method of payment and security for work.

(Code 1983, § 18-106; Ord. No. 2021-03, § 4, 4-14-21; Ord. No. 2023-08, § 4, 2-8-23)

**Sec. 2-187. Manner in which bids shall be submitted.**

- (a) All bids submitted shall be sufficiently definite to allow the bidding authority to make a fair comparison between bids submitted.
- (b) Where the bidding authority has prescribed the manner in which work will be done, including the materials and methods to be used and the standards by which such work will be done, all bids shall indicate that work shall be performed in the prescribed manner.
- (c) Where the bidding authority indicates that the bidder is to submit proposals for alternate plans, specifications, materials and methods, or where the bidding authority does not specify in its plans and specifications the manner in which work is to be done or the methods and materials to be used, all bids submitted shall clearly indicate the manner in which work shall be done, including, where applicable, the materials and methods to be used.
- (d) Bids which are found to be non-responsive to the requirements set forth in the invitation to bid shall not be eligible for award. Bidders found to be not responsible when evaluated against the minimum qualifications and background information required to be provided in the bid shall not be eligible for award. The city reserves the sole discretion to waive minor irregularities in a bid to the extent allowed by law.

(Code 1983, § 18-107; Ord. No. 2021-03, § 5, 4-14-21; Ord. No. 2023-08, § 5, 2-8-23)

**Sec. 2-188. Security.**

- (a) The bidding authority shall have the discretion to require that all bids be submitted under a bid bond and to determine the amount of such bond. However, the bidding authority must make the determination that a bid bond is required prior to giving notice by advertisement or posting and inform all bidders of the requirement. Where the bidding authority determines that a bid bond is required, the bond shall be required of all bidders on a particular contract. The amount of a bid bond shall not exceed five percent of the estimated contract value or, if no value has been assigned, to the amount budgeted for the acquisition.
- (b) The bidding authority is expressly disallowed from altering or modifying the terms of any bid for the purpose of providing additional monies in order to aid a bidder in obtaining any security as required by this article. This subsection shall not be construed as preventing the city or the bidding authority from doing all other things necessary to satisfy the requirements of any surety.

(Code 1983, § 18-108; Ord. No. 2021-03, § 6, 4-14-21; Ord. No. 2023-08, § 6, 2-8-23)

**Sec. 2-189. Qualification of bidders.**

- (a) Where state or county law provides for the licensing or certification of any person or firm engaged in the business of the bidder and such licensing or certification is related to the capacity in which a bidder submits a bid under this article, all bidders shall present proof of such licensing or certification at the time of the award. All bidders shall be licensed or certified as provided by law.

- (b) The bidding authority shall have the discretion to require that bidders submit financial and other records with their bids in order to aid the bidding authority in awarding the contract. Moreover, the bidding authority shall have the discretion to require that bidders submit documents or other materials showing the bidder's qualifications to perform under the contract, including, but not limited to, documents demonstrating the bidder's degree of expertise, reputation for performance, and possession of facilities.

(Code 1983, § 18-109; Ord. No. 2021-03, § 7, 4-14-21; Ord. No. 2023-08, § 7, 2-8-23)

### **Sec. 2-190. Nature of the bid.**

- (a) Notwithstanding a bidder's failure to sign any form contract document contained in an invitation to bid, a bidder's submission of a bid shall constitute an offer inviting and authorizing acceptance by the city in the manner provided in this article. In no way shall any action by the city or the bidding authority be deemed an offer. No contractual relationship between the city or the bidding authority and any bidder shall arise until the bid is accepted in the manner provided in this article.
- (b) Unless the invitation to bid provides that award will be made to the lowest responsive, responsible bidder, the city shall not be obligated to award a contract to the lowest bidder. However, if award will be based on factors other than or in addition to price, those factors shall be set forth in the invitation to bid. The city reserves the right to waive any defects in the bid.

(Code 1983, § 18-110; Ord. No. 2021-03, § 8, 4-14-21; Ord. No. 2023-08, § 8, 2-8-23)

### **Sec. 2-191. Award of the contract.**

- (a) When evaluating a bidder's responsibility, the city shall consider the quality of the bidder's work on other similar projects, the bidder's expertise and experience related to the project's scope of work, the bidder's reputation for performance as evaluated by the bidder's listed references and other information the city independently acquires, the bidder's financial, legal and technical abilities to perform, the bidder's ability to timely fulfill its obligations under the contract in light of other current or awarded work, whether the bidder or its officers or key personnel to be performing the work have been indicted or convicted of bribery, extortion, collusion, fraud, or any other crime which, in the city's sole discretion, is reasonably related to the bidder's contracting practices, whether the bidder has been suspended or debarred by the city or any other governmental agency, the bidder's historical performance of prior work for the city, as well as any other criteria or minimum qualifications set forth in the invitation to bid.
- (b) Notwithstanding any term in an invitation to bid or any action of any city official to the contrary (including a staff recommendation of a bidder as the lowest responsive, responsible bidder, the issuance of a notice of intent to award, or a vote by the board of commissioners to authorize award), only the execution of a contract (including the issuance of a purchase order) by an authorized city official shall constitute acceptance of a bid and the formation of a contract.

(Code 1983, § 18-111; Ord. No. 2021-03, § 9, 4-14-21; Ord. No. 2023-08, § 9, 2-8-23; Ord. No. 2023-17, § 1, 6-14-23)

### **Sec. 2-192. Modification of the contract.**

- (a) In no event shall plans, specifications, descriptions, guidelines or the proposed contract be modified after notice by advertisement or posting and before the award of the contract.
- (b) After the contract has been awarded, the city may, in its discretion, supplement or modify the contract as awarded subject, however, to the following requirements:

(Supp. No. 32)

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- (1) A contract may be modified by supplemental agreement or change order only. Supplemental agreements shall be reduced to written contract form, approved by the bidder's surety (if applicable) and executed by the city and the bidder in the same manner that the original contract was executed. Change orders shall be in writing and approved by the city manager, consulting engineer, or other authorized city official.
- (2) Supplemental agreements may be entered into only for the purpose of clarifying the plans or specifications of a contract, providing for unforeseen work, changes or alterations in plans which could not reasonably have been contemplated or foreseen in the original plans, changing the limits of construction to meet field conditions, or to make the project functionally operational in accordance with the intent of the original contract.
- (3) Written change orders may be issued by the city or the bidding authority and accepted by the bidder in order to make minor changes in the plans, specifications, or quantities of work, within the scope of the contract, but in no event shall such change orders extend the physical limits of the work.

(Code 1983, § 18-112; Ord. No. 2021-03, § 10, 4-14-21; Ord. No. 2023-08, § 10, 2-8-23)

### **Sec. 2-193. Regulations governing the purchasing and sales criteria of the city manager and department heads.**

The following regulations regarding the purchasing of goods and services are hereby established:

- (1) Items with a cost of less than \$5,000.00 may be purchased by telephone call or other contact between the city manager, department head, or his/her designee and supplier, based on the buyer's experience and knowledge.
- (2) Items with a cost from \$5,000.00 to \$30,000.00 will be purchased by the city manager, department head, or his/her designee requesting quotations via a formal sales quote or similar proposal from the supplier. After quotations are received, purchase orders will be issued to the vendor who has quoted the most acceptable products or services at the lowest cost.
- (3) Items with a cost in excess of \$30,000.00 shall be competitively bid as required by section 2-182 of this article, except under the following circumstances:
  - a. When such proposed expenditure may be consummated through use of state, county, district or other municipal contract lists, such as piggybacking or cooperative purchase agreements, the competitive process shall be waived. To comply with this exception, the contract upon which the city seeks to piggyback must contain language which authorizes subsequent parties to piggyback on it and must be for the same prices and material conditions as are contained in the original contract. Any cooperative purchasing agreement relied upon to support a purchase without competition must provide that the city is a party to the agreement, and demonstrate that the lead agency engaged in a competitive solicitation on behalf of the agreement's parties.
  - b. Where the commodities or contractual services are available only from a single source. When the city believes that desired commodities or contractual services are available only from a single source, the city manager or designee shall electronically post a description of the commodities or contractual services sought for a period of at least five business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. Posting shall not be required for desired commodities or contractual services below \$5,000.00. If it is determined in writing by the city manager or designee, after reviewing all relevant information including information received from prospective vendors as a result of a required posting, that the commodities or contractual services are in fact available only from a single source, the city is authorized to enter a sole



source purchase contract. In any case where the city seeks to purchase materials for the construction, modification, alteration, or repair of any city-owned facility from a sole source, the board of commissioners must first make the written findings required by Florida Statutes § 255.04.

- c. Reserved.
  - d. Emergency purchases, which shall be awarded as provided in subsection (9).
  - e. Purchases of used equipment, including equipment acquired at a lawfully-conducted public auction.
  - f. Insurance policies, utilities, and real property.
  - g. Procurements where the city attorney confirms that the use of a different vendor would void an existing warranty the city desires to maintain.
  - h. Purchases made pursuant to a state or federal grant contract where the terms of the contract require the city to use a procurement method inconsistent with this Code.
- (4) The city manager will secure the board of commissioners approval for the purchases which have not previously been approved by the commission or when such purchases exceed \$30,000.00.
- (5) The board of commissioners, upon recommendation of the city manager, may waive the above procedures by four-fifths vote whenever the strict imposition of these procedures would not be in the best interests of the city. Such waiver shall be by motion and shall occur at a public meeting. All rental of city-owned property, whether personal or real property, shall be by motion of the board of commissioners and shall be done at a public meeting.
- (6) All contracts for construction of any project by the city shall be in accordance with the procedures set forth above for the purchase of other property, unless other procedures are required by state statute.
- (7) The city may either participate in, sponsor, conduct or administer a cooperative purchasing program involving the combining of requirements of two or more public entities to obtain the advantages of volume purchases, a reduction in expenses, or other public benefits. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the public entities and open-ended state or county contracts which are available to political subdivisions. This cooperative purchasing subsection shall be independent of and in lieu of subsections (1) and (2).
- (8) The city manager, as purchasing agent of the city, may designate a representative of the city who shall be authorized to issue purchase orders for approved expenditures on his/her behalf.
- (9) When a state of emergency is declared in Pinellas County in the event of, or in anticipation of, a natural or manmade disaster including, but not limited to, a hurricane, tornado, flood, fire, riot or other act of God, or an act of domestic terrorism, the city manager shall have the authority to suspend all normal purchasing policies and to waive the procedures and formalities otherwise required by law or ordinance pertaining to:
- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community;
  - b. Entering into contracts;
  - c. Incurring obligations;
  - d. Employment of permanent and temporary workers;
  - e. Utilization of volunteer workers;
  - f. Rental of equipment;

- g. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
- h. Appropriation and expenditure of public funds.

(Ord. No. 1022, § 1, 6-8-04; Ord. No. 1054, § 2, 9-14-05; Ord. No. 1121, § 1, 10-23-07; Ord. No. 2021-03, § 11, 4-14-21; Ord. No. 2023-08, § 11, 2-8-23; Ord. No. 2023-17, §§ 2, 3, 6-14-23)

Editor's note(s)—Ord. No. 2021-03, § 11, adopted April 14, 2021, amended the title of § 2-193 to read as herein set out. The former § 2-193 title pertained to regulations governing the purchasing and sales criteria of the city manager.

### **Sec. 2-194. Reserved.**

Editor's note(s)—Ord. No. 2023-17, § 4, adopted June 14, 2023, repealed § 2-194, which pertained to personal and professional services and derived from Ord. No. 2021-03, § 12, adopted April 14, 2021; and Ord. No. 2023-08, § 12, adopted Feb. 8, 2023.

### **Secs. 2-195—2-210. Reserved.**



# MEMORANDUM

Item 5E.

TO: Board of Commissioners  
FROM: Robin I. Gomez, City Manager  
DATE: February 26, 2025  
RE: CAP GOVERNMENT – Agreement for Building Department Services

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## **Background**

The City spoke with three (3) firms to solicit Building Department professional services including building official, remote plan review, inspections, floodplain work, and other similar services. Staff recommended using an existing contract (piggybacking) with the City of Dania Beach, FL, to utilize CAP Government.

## **Discussion**

To continue with our existing storms recovery specifically building and community development services upon the exit of our City's building official, staff is utilizing an existing government contract, CAP Government, to serve as our building official as well as to provide needed additional services (i.e., inspections).

We are 'piggybacking' on existing agreement utilized by the City of Dania Beach, FL, with the listed firm (copy enclosed).

CAP Government staff began last Monday, Feb 17, providing various services including building official and building inspections.

We anticipate using the listed firm until a permanent building official is hired within the next 1-2 months.

**FIRST RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND C.A.P. GOVERNMENT, INC., A FLORIDA CORPORATION FOR SUPPLEMENTAL BUILDING DIVISION SERVICES**

This is First Renewal of an Agreement (the “Renewal”), which Agreement dated May 22, 2020 (the “Agreement”) exists between the City of Dania Beach, Florida, a Florida municipal corporation (the “City”) and C.A.P. Government, Inc., a Florida corporation (the “Contractor”) with an address of 100 Southeast 12<sup>th</sup> Street, Fort Lauderdale, Florida 33316, for providing Supplemental Building Division services.

A copy of the Agreement is attached as Exhibit “A”, which is made a part of and incorporated into this First Renewal by this reference. The City and Contractor wish to renew the Agreement for one (1) two (2) year period as allowed for in Exhibit “A”. This Renewal is retroactive to May 22, 2023 up to and including May 21, 2025.

In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Renewal of it, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. That this Renewal is retroactive to May 22, 2023, immediately upon its execution by both parties.
2. That the Agreement is renewed and it shall remain in effect up to and including May 21, 2025.
3. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

**IN WITNESS OF THE FOREGOING**, the parties have executed this Renewal on

\_\_\_\_\_, July 31, \_\_\_\_\_, 2023.

**CITY:**

ATTEST:

**Elora Riera**

Digitally signed by Elora Riera  
Date: 2023.07.31 16:49:17 -04'00'

ELORA RIERA, MMC  
CITY CLERK



CITY OF DANIA BEACH, FLORIDA,  
a Florida municipal corporation

**Archibald J. Ryan IV**

Digitally signed by Archibald J. Ryan IV  
Date: 2023.07.31 16:49:57 -04'00'

ARCHIBALD J. RYAN IV  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

**Eve A. Boutsis**

Digitally signed by Eve A. Boutsis  
Date: 2023.07.31 08:34:28 -04'00'

EVE A. BOUTSIS  
CITY ATTORNEY

**Candido Sosa-Cruz**

Digitally signed by Candido Sosa-Cruz  
Date: 2023.07.31 16:41:32 -04'00'

CANDIDO SOSA-CRUZ, ICMA-CM  
ACTING CITY MANAGER

**CONTRACTOR:**  
C.A.P. Government, Inc. a Florida Corporation

ATTEST:

Carlos A. del Pino  
Signature  
Carlos A. del Pino  
PRINT Name

Carlos A. Penin  
Signature  
Carlos A. Penin  
PRINT Name  
President  
TITLE

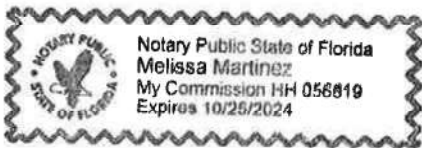
STATE OF FLORIDA)

COUNTY OF   Miami-Dade  )

The foregoing instrument was acknowledged before me by means of  physical presence or by  online notarization, on July 25, 2023, by Carlos A. Penin, as President of C.A.P. Government Inc., a Florida corporation, on behalf of the corporation. He she is personally known to me or has produced \_\_\_\_\_ as identification.

Melissa Martinez  
Notary Public, State of Florida  
Melissa Martinez  
Print Name

My Commission Expires: 10/25/2024



**PROFESSIONAL SUPPLEMENTAL BUILDING DIVISION SERVICES**  
**SERVICE AGREEMENT**

**THIS IS A PROFESSIONAL BUILDING DIVISION SUPPLEMENTAL SERVICES AGREEMENT** (the "Agreement"), made and effective on May 22, 2020, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and C.A.P. Government, Inc., a Florida corporation ("CAP") with a mailing address of 100 Southeast 12<sup>th</sup> Street, Fort Lauderdale, Florida 33316.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

The City engages CAP to act for it in accordance with this Agreement, and CAP accepts such engagement and agrees to provide the services set forth in it. All bid documents and CAP's response to them are incorporated into this Agreement by this reference; provided, however, if there is a conflict between them and any provisions of this Agreement, then this Agreement shall control.

**1.0 REQUIREMENTS**

CAP will provide supplemental Building Division services as indicated below:

**1.1** CAP will ensure the availability of qualified and experienced personnel to provide plan review, inspection, and administrative services and such personnel will provide prompt, courteous, efficient and effective services to all clients and citizens.

**1.2** CAP will provide stability and continuity of personnel and services in the City Building Division.

**1.3** CAP will ensure the availability of extra personnel if and when required, in the case of emergencies and other related assignments.

**1.4** To assure the City that services will be rendered CAP agrees that its responsibilities to its employees are to:

- (a) employ and pay sufficient staff in order to provide the services to the reasonable satisfaction of the City.
- (b) ensure that all persons employed by CAP in connection with the provisions of the services shall be efficient, free from the influence of alcohol or drugs, honest and shall be qualified to provide the services, including, but not limited to possessing the ability to administer first aid, including CPR.
- (c) ensure that CAP's employees undergo such training as may be necessary to enable them to carry out their respective duties in accordance

with this Agreement and to provide pleasant, courteous and conscientious service to the residents, contractors and developers of the City.

(d) provide adequate supervision and coordination of CAP's employees and ensure that the employees shall abide by the rules, regulations and guidelines set from time to time by the City. CAP will replace, re-assign or shall cease to assign to City any person if reasonable objection is taken by City to any such person's employment.

(e) ensure that CAP's employees while on duty are dressed in proper uniform and carry identification badges. The uniforms shall be supplied by CAP. A badge shall be worn at all times and identify each employee by his or her first name.

(f) ensure that no duties, obligations or services are delegated or subcontracted without the advance written approval of the City.

**1.5** CAP will establish a drug-free workplace by requiring drug screenings of all new employees and allow for random drug testing to the extent permitted by law. Drug testing will be at the expense of CAP and shall be administered in accordance with applicable Florida statutes and related laws.

**1.6** During the term of this Agreement, CAP shall be an independent contractor and not the agent or employee of the City. In such capacity, CAP will bear exclusive responsibility for the payment of the remuneration and any insurance contributions with respect to CAP's employees. The parties are not partners or joint venturers, nor is CAP or any of CAP's employees authorized to act as the agent of the City. The individuals assigned to work by the City will be employees of CAP and shall be subject to the written acceptance of their assignment to the City.

## **2.0 SCOPE OF SERVICES**

**2.1** Services include but are not limited to: plans examination, inspections and administrative duties related to the implementation and enforcement of the Florida Building Code, City Codes and other applicable Broward County, State of Florida and federal regulations.

**2.2** Other related services may involve engineering, floodplain management, zoning and landscape professional services as required by the City. Personnel for these services shall be certified by applicable professions and agencies.

**2.3** Administrative personnel shall be experienced in building code and community development responsibilities.

**2.4** Electronic Plan Review (EPR) services are to be provided with applicable software. The EPR software integrated with Bluebeam software is preferred.

**2.5** Other related assignments and services may be performed as directed by the City; e.g., post disaster services, staffing for and emergency operations center (EOC), support of cases brought, to the Broward County Unsafe Structure Board, Building Official services, City building assessments, governmental coordination, and act as the City Americans with Disabilities Act (ADA) coordinator.

### **3.0 FEES**

**3.1** The fees to be paid are set forth in Exhibit "A", a copy of which is attached to and incorporated into this Agreement by this reference.

**3.2** The City will pay CAP's invoices within thirty (30) days of receipt, in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act." CAP may suspend all services pursuant to this Agreement if the City's unpaid balance exceeds sixty (60) days. Such suspension or reinstatement of services will not terminate the Agreement.

### **4.0 SPECIAL PROVISION**

**4.1** Due to the COVID-19 pandemic, CAP has agreed to provide the City the rates shown in the Agreement dated September 13, 2017, which Agreement was amended on July 15, 2019, extending the term of the Agreement through June 16, 2020.

**4.2** The rates are shown in Exhibit "B", which is made a part of and is incorporated into this Agreement by this reference. These rates will expire on June 16, 2021 and at that time, the rate schedule shown in Exhibit "A" will take effect for the remainder of the term of this Agreement.

**4.2** These rates are only afforded to the City of Dania Beach and are not available to any entities that wish to piggyback off this Agreement in the future.

**4.4** The services provided by the individual classifications shown in Exhibit "A" but not included in Exhibit "B" will be available to be utilized by the City and will be invoiced by CAP at the current rate reflected in Exhibit "A".

### **5.0 INSURANCE**

**5.1** CAP shall procure and maintain for the duration of and in full compliance with this Agreement, and any and all amendments or extensions of it, insurance against claims for loss of life, injuries to persons and damage to property (including loss of use resulting therefrom) which may arise from its performance under this Agreement in connection with the delivery and supply of the tools, equipment and materials identified in the Agreement, and in its performance of each and all of its duties relating directly or indirectly to its services to be performed, with the City named as an "additional" insured, including the City's agents, representatives, officers, officials, employees and volunteers.



**5.2** CAP shall not commence Work under this Agreement until CAP has obtained all insurance required, and such Coverages have been approved by the Risk Manager of the City. CAP shall not allow any Subcontractor to commence Work on any subcontract until the Subcontractor, as provided in this Agreement and all Coverages required of any Subcontractor have been approved in advance in writing by the City. In addition, CAP shall be responsible for any policy deductibles and self-insured retentions.

**5.3** CAP shall file Certificates of Insurance with the City, reflecting evidence of all Coverages. All certificates of insurance must clearly identify the Contract to which they pertain, including a brief description of the subject matter of the Contract. They shall be filed with the City's Risk Manager within fourteen (14) days of the execution of this Agreement by both parties. The certificates of insurance shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for Coverage shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

**5.4** All coverages shall be in force until all Work required to be performed under the terms of this Agreement is satisfactorily completed. In the event insurance certificates provided to City indicate that any insurance shall terminate and lapse during the period of this Agreement and any and all amendments or extensions of it, then in that event, CAP shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like Coverages for the remaining term of the Agreement and any and all extension of it, are in effect. **CAP AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THIS AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT; WORK DELAY IS SUBJECT TO PROVISIONS IN THIS AGREEMENT.**

## **6.0 INSURANCE REQUIREMENTS**

**6.1** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. CAP shall be held responsible for any modifications, deviations, or omissions in the insurance requirements and shall be responsible for any deductible amounts.

**6.2 COMMERCIAL GENERAL LIABILITY INSURANCE** is to be provided, to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability, independent contractors, personal injury, fire, legal liability coverage and incidental medical malpractice coverage with limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate for death, bodily injury, personal injury and property damage.

**SPECIAL PROVISIONS AS TO COMMERCIAL GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)**

- Annual Aggregate shall apply “Per Job”;
- “The City of Dania Beach, Florida” is added as Additional “Named” Insured;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor’s insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

**6.3** Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

**6.4 WORKERS’ COMPENSATION INSURANCE** shall be maintained by CAP and any Subcontractors during the term of this Agreement, including any and all amendments of it, and it is to apply to all “statutory employees” of CAP (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of CAP, its employees, and Subcontractors.

**6.5** In the case any work is sublet as otherwise addressed in this Agreement or applicable Bid Documents, CAP shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by CAP, by furnishing statutory limits Part A of no less than and One Hundred Thousand Dollars (\$100,000.00) per occurrence, and Five Hundred Thousand Dollars (\$500,000.00) per aggregate for disease; and One Hundred Thousand Dollars (\$100,000.00) limit for disease of an individual employee.

**IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS’ COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:  
(to be confirmed on or attached to the Official Certificate of Insurance).**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then CAP has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

**6.6 Deductibles and Self-Insured Retentions; Deductibles and Self-Insured Retentions Defined:**

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the City. City reserves the right to disapprove any or all of them but shall not unreasonably do so.

**6.7 AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Hundred Thousand Dollars (\$100,000.00) per occurrence, and no less than Two Hundred Thousand Dollars (\$200,000.00) annual aggregate, to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:  
(to be confirmed on or attached to the Official Certificate of Insurance)**

- "The City of Dania Beach, Florida" is added as an "Additional Named Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then CAP has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

**6.8** If CAP hires a Subcontractor for any portion of any Work, then such Subcontractor shall provide Commercial General Liability insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00).

**6.9** All insurance policies shall contain the following provisions:

- (a) There are not to be any special limitations on the protection being provided to the City, its officials, officers, employees or volunteers.
- (b) CAP's Insurance is Primary: CAP's insurance coverages shall be primary insurance with respect to the City's, its officials', employees', and volunteers' insurances.
- (c) Coverage Guaranteed: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (d) Occurrence Basis: CAP's insurances shall be on an occurrence basis as opposed to a claims-made basis.
- (e) Separation of Insured: The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability. The company, in this context, is CAP's insurance company." If no such definition of the insured is quoted in the insurance, CAP must provide "Cross

Liability Clause” or “Severability of Interests Clause” endorsements for all liability insurances.

(f) Florida State Licensed: All insurance policies and bonds required of CAP shall be written by Companies authorized and licensed to do insurance business in the state of Florida and must be executed by agents licensed as agents by the state of Florida.

#### 6.10 Verification of Coverage:

(a) Certificates and Endorsements Provided: CAP shall furnish the City with Certificates of Insurance with original endorsements affecting coverage. **The certificates and endorsements must be received and approved by City in writing before any services can commence.**

(b) Authorized Signatures: The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(c) Coverage Continuation: Insurance coverage required by this Agreement shall be in force throughout the term of the Agreement. Should CAP fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the City shall have the right to consider the Agreement breached which breach shall justify City’s termination of it. If coverage on the Certificates of Insurance is shown to expire prior to the end of the Agreement, CAP shall furnish Certificates of Insurance evidencing renewal of such coverage to the City.

## 7.0 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

7.1 CAP shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of CAP, anyone directly or indirectly employed by it, or anyone for whose acts any of them may be liable in the performance of the Work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by CAP in the performance of the Work;
- (c) liens, claims, actions made by CAP or other party performing the Work; and

(d) claims of whatever nature related to collection practices or any actions of a contradictory nature pursuant to this Agreement or in an attempt to collect monies due or claimed to be due to the City.

**7.2** CAP agrees to indemnify and hold harmless the City and its respective officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of CAP and persons employed or utilized by CAP in the performance of the Services.

## **8.0 TERM OF AGREEMENT**

**8.1** This Agreement shall remain in effect for three (3) years; provided that the services rendered by CAP during the Agreement period are determined by the City to be satisfactory and funding is available. Notwithstanding the preceding paragraph, CAP recognizes that funds for payment for the services rendered must be appropriated through annual purchase orders, if approved in advance by the City Commission. If such funds are not approved and appropriated, the Agreement is void.

**8.2** The City has a right to exercise a renewal option of one (1) additional two (2) year term, and CAP agrees to honor the current hourly rates specified in this Agreement for such term.

## **9.0 TERMINATION BY CAP**

**9.1** CAP may terminate the Agreement if the Work is stopped for a period of thirty (30) days through no act or fault of CAP, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with CAP, for any of the following reasons:

- a. issuance of an order of a court or other public authority having jurisdiction, or
- b. an act of government, such as a declaration of national emergency, making material unavailable or services unable to be rendered.

**9.2** If one of the above reasons exists, CAP may, upon five (5 additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

## **10.0 TERMINATION BY THE CITY FOR CAUSE**

**10.1** The City may terminate the Agreement if CAP:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;

- b. fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including the City;
- c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
- d. fails to obtain or maintain all insurance Coverage required in this Agreement; or
- e. otherwise is guilty of substantial breach of a provision of the Agreement.

10.2 When the City terminates the Agreement, CAP shall not be entitled to receive any further payment until the Work is completed and approved by City

10.3 All damages, costs and charges incurred by the City, shall be deducted from any monies due or which may become due to CAP. In case the damages and expenses so incurred by the City shall exceed the unpaid balance, then CAP shall be liable and shall pay to the City the amount of such excess.

10.4 If, after Notice of Termination or Suspension of CAP's right to proceed, it is determined for any reason that CAP was not in default, the rights and obligations of the City and CAP shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

## **11. TERMINATION BY THE CITY FOR CONVENIENCE**

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to CAP and CAP's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CAP shall be paid for all acceptable Work performed prior to termination and shall not be entitled to any other costs, fees or payments.

## **12.0 DISPUTES, VENUE, WAIVER OF JURY TRIAL; ATTORNEY FEES.**

12.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between the City and CAP arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction. For any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County,

Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

12.2 Operations during Dispute. In the event that a dispute, if any, arises between the City and CAP relating to this Agreement, or its performance or compensation, the Consultant agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

12.3 Legal Representation. It is acknowledged and agreed that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement.

### 13.0 ASSIGNS; SUBCONTRACTS

CAP shall not delegate, assign, sublet, subcontract or transfer any duties or obligations arising under this Agreement, without the prior written approval of the City.

### 14.0 NOTICES

Any notice required or permitted to be given by a party to this Agreement shall be mailed or delivered to the other party at the addresses specified below:

To CITY:                   City of Dania Beach, Florida  
Ana M. Garcia, ICMA-CM, City Manager  
100 West Dania Beach Blvd.  
Dania Beach, FL 33004

With a copy to:        City of Dania Beach, Florida  
Attn: Thomas J. Ansbro, City Attorney  
100 West Dania Beach Blvd.  
Dania Beach, FL 33004

To CAP:                   C.A.P. Government, Inc.  
Carlos A. Penin, President  
100 Southeast 12<sup>th</sup> Street  
Fort Lauderdale, Florida 33316

### 15.0 GENERAL PROVISIONS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**15.1** This document constitutes the sole and only Agreement of the parties and correctly sets forth the rights, duties, and obligations of each to the other. Any prior agreement, promise, negotiation or representation not expressly set forth in this Agreement is of no force and effect. Each party agrees to perform any further acts and to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

**15.2** Each person signing the Agreement represents and warrants that he or she is duly authorized and has the legal capacity and authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and performance of such party's obligations have been duly authorized and are binding on such party and enforceable in accordance with its terms.

**15.3** All rights granted to either of the parties shall be cumulative, and no exercise or failure to exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of such right or any other right granted by this Agreement or otherwise available as part of it.

**15.4** The failure by either party to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement, shall not be a waiver of them or of the right of a party at any time subsequently to enforce all terms and conditions of this Agreement.

**15.5** Each of the parties shall pay its own costs and expenses incurred by it in connection with any aspects of preparation of this Agreement.

**15.6** All portions of the solicitation materials which are not in conflict with the provisions of this Agreement are made a part of and are incorporated into this Agreement by this reference.

## **16.0 PUBLIC RECORDS LAW**

**16.1** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

**16.2** Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.



16.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.4 Upon completion of the Work of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by City shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

16.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

<b>Custodian of Records:</b>	<b>THOMAS SCHNEIDER, CMC CITY CLERK</b>
<b>Mailing Address:</b>	<b>100 W. Dania Beach Boulevard Dania Beach, Florida 33004</b>
<b>Telephone number:</b>	<b>954-924-9800, Ext. 3623</b>
<b>Email:</b>	<b><u><a href="mailto:tschneider@daniabeachfl.gov">tschneider@daniabeachfl.gov</a></u></b>

IN WITNESS OF THE FOREGOING, the parties executed this Agreement effective on the date first above written.

ATTEST:



CITY:  
CITY OF DANIA BEACH,  
a Florida Municipal Corporation

*Thomas Schneider*  
THOMAS SCHNEIDER, CMC  
CITY CLERK

*Lori Lewellen*  
LORI LEWELLEN  
MAYOR

APPROVED FOR FORM  
AND CORRECTNESS:

*Thomas J. Ansbro*  
THOMAS J. ANSBRO  
CITY ATTORNEY

*Ana M. Garcia*  
ANA M. GARCIA, ICMA-CM  
CITY MANAGER

WITNESSES:

[Signature]  
Signature

JOSE E. MIRANDA  
PRINT Name

[Signature]  
Signature

JANET BORGES  
PRINT Name

C.A.P. GOVERNMENT, INC.  
a Florida corporation

[Signature]  
Signature

Carlos A. Penin, PE  
PRINT Name

President  
Title

STATE OF FLORIDA)

COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me by means of  physical presence or by  online notarization, on April, 28th, 2020, by Carlos A. Penin, as President of C.A.P. Government Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Florida

Monica De Castro  
Print Name

My Commission Expires: 07/25/2022

**EXHIBIT "A"**

<b><u>DISCIPLINE</u></b>	<b><u>HOURLY RATES</u></b>	<b><u>OT HOURLY RATES</u></b>
<b><u>INSPECTOR</u></b>		
Structural	\$81.75	\$106.00
Mechanical	\$81.75	\$106.00
Electrical	\$81.75	\$106.00
Plumbing	\$81.75	\$106.00
<b><u>PLAN REVIEWERS</u></b>		
Structural	\$92.65	\$120.50
Mechanical	\$92.65	\$120.50
Electrical	\$92.65	\$120.50
Plumbing	\$92.65	\$120.50
<b><u>CHIEFS</u></b>		
Structural	\$93.50	\$121.50
Mechanical	\$93.50	\$121.50
Electrical	\$93.50	\$121.50
Plumbing	\$93.50	\$121.50
<b><u>BUILDING OFFICIAL</u></b>		
Building Official	\$109.00	\$125.00
<b><u>OTHER RELATED SERVICES</u></b>		
Flood Plain Mgmt.	\$92.65	\$120.50
Engineering	\$95.65	\$124.50
Landscape	\$81.75	\$106.00
Zoning	\$81.75	\$106.00
Administrative	\$45.00	\$50.00
Project Manager	\$140.00	\$188.50
Project Engineer	\$125.00	\$162.50
Project Architect	\$125.00	\$162.50
Electronic Plan		
Review*	\$105.00	\$136.50
IT Services	\$105.00	\$136.50
Code Compliance	\$75.00	\$97.50

\*Electronic Plan Review includes CAP providing the hardware and software to perform Electronic plans review and mobile inspection services using the CAP portal.

**EXHIBIT "B"**

**RATE SCHEDULE EFFECTIVE  
JUNE 17, 2020 THROUGH JUNE 16, 2021**

**Plan Reviewer & Inspectors:**

Electrical	Regular Hourly Rate ..... \$ 85.00 per hour Overtime Hourly Rate ..... \$110.50 per hour
Mechanical	Regular Hourly Rate ..... \$ 85.00 per hour Overtime Hourly Rate ..... \$110.50 per hour
Plumbing	Regular Hourly Rate ..... \$ 85.00 per hour Overtime Hourly Rate ..... \$110.50 per hour
Engineering	Regular Hourly Rate ..... \$ 85.00 per hour Overtime Hourly Rate ..... \$110.50 per hour
Landscaping	Regular Hourly Rate ..... \$ 75.00 per hour Overtime Hourly Rate ..... \$97.50 per hour
Flood Plain	Regular Hourly Rate ..... \$ 85.00 per hour Overtime Hourly Rate ..... \$110.50 per hour

**Chiefs:**

Structural	Regular Hourly Rate ..... \$ 85.00 per hour Overtime Hourly Rate ..... \$110.50 per hour
Mechanical	Regular Hourly Rate ..... \$ 85.00 per hour Overtime Hourly Rate ..... \$110.50 per hour
Electrical	Regular Hourly Rate ..... \$ 85.00 per hour Overtime Hourly Rate ..... \$110.50 per hour
Plumbing	Regular Hourly Rate ..... \$ 85.00 per hour Overtime Hourly Rate ..... \$110.50 per hour
Flood Plain	Regular Hourly Rate ..... \$ 85.00 per hour Overtime Hourly Rate ..... \$110.50 per hour

**Building Officials:**

Asst. Building Official	Regular Hourly Rate ..... \$ 100.00 per hour Overtime Hourly Rate ..... \$130.00 per hour
Building Official	Regular Hourly Rate ..... \$ 100.00 per hour Overtime Hourly Rate ..... \$130.00 per hour



# CERTIFICATE OF LIABILITY INSURANCE

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).

<b>PRODUCER</b> Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 1-877-945-7378      FAX (A/C, No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
<b>INSURED</b> C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables, FL 33134	<b>INSURER(S) AFFORDING COVERAGE</b>
	INSURER A: Charter Oak Fire Insurance Company      NAIC # 25615
	INSURER B: Travelers Property Casualty Company of Ame      25674
	INSURER C: Endurance American Specialty Insurance Com      41718
	INSURER D:
	INSURER E:
INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** W12504818      **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			P-660-9N893480-COF-19	09/05/2019	09/05/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							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
GEN'L AGGREGATE LIMIT APPLIES PER:							\$	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
OTHER:								
B	<b>AUTOMOBILE LIABILITY</b>			P-810-9N903103-TIL-19	09/05/2019	09/05/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-9N909144-19-43	09/05/2019	09/05/2020	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			UB-9N895080-19-43-G	09/05/2019	09/05/2020	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> No					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<b>Errors &amp; Omissions</b>			DPL 10005502005	09/05/2019	09/05/2020	Design Prof Liability	\$2,000,000
	Claims Made						Network Security/Priv	\$1,000,000
	Retro Date: 09/06/1996						Retention	\$75,000

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

RE: Name of Contract: City of Dania Beach-Request for Proposals for Building Department Services-RFP No. 19-010  
 City of Dania Beach, as Contractor, is an Additional Insured as respects General Liability and Auto Liability when required by written contract subject to the terms, conditions and exclusions of the policy. General Liability is primary and non-contributory when required by written contract subject to the terms, conditions and exclusions of the policy. Waiver of Subrogation as respects General Liability, Auto Liability and Worker's Compensation in favor of Additional Insured when required by written contract, as permitted by law.

### CERTIFICATE HOLDER

### CANCELLATION

City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach, FL 33004	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 
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# CERTIFICATE OF LIABILITY INSURANCE

Item 5E.

DATE(MM/DD/YYYY)  
07/28/2023

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 866-283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables FL 33134 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Allianz Global Risks US Insurance Co.		35300
	<b>INSURER B:</b> Hartford Fire Insurance Co.		19682
	<b>INSURER C:</b> Trumbull Insurance Company		27120
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570100978347      **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. Limits shown are as requested

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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			USL00159323	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							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			USL00163323	01/01/2023	01/01/2024	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WNS41200 See State Policy Addendum	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Architects & Engineers Professional			USF00248023 Claims Made SIR applies per policy terms & conditions	01/01/2023	01/01/2024	Each Claim Aggrgate	\$2,000,000 \$4,000,000

Certificate No : 570100978347

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability policies. RE: Name of Contract: City of Dania Beach Request for Proposals for Building Department Services-RFP No. 19-010. City of Dania Beach, as Contractor is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

<b>CERTIFICATE HOLDER</b>  City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach FL 33004 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  



AGENCY CUSTOMER ID: 570000048582

LOC #:

Item 5E.

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED C.A.P. Government, Inc.	
POLICY NUMBER See Certificate Number: 570100978347			
CARRIER See Certificate Number: 570100978347	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200 01/01/23-01/01/24 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT  
 10WNS41200 01/01/23-01/01/24 Twin City Fire Insurance Company FL,ND,OH,WA,WY  
 10WNS41200 01/01/23-01/01/24 Hartford Insurance Company of the Midwest AK,ID  
 10WNS41200 01/01/23-01/01/24 Hartford Casualty Insurance Company MO,WV  
 10WNS41200 01/01/23-01/01/24 Nutmeg Insurance Company CT,IL  
 10WNS41200 01/01/23-01/01/24 Hartford Fire Insurance Company NH,OR,PA  
 10WNS41200 01/01/23-01/01/24 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT  
 10WNS41200 01/01/23-01/01/24 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC  
 10WNS41200 01/01/23-01/01/24 Hartford Insurance Company of Illinois TX  
 10WNS41200 01/01/23-01/01/24 Hartford Insurance Company of the Southeast KS,MD  
 10WNS41200 01/01/23-01/01/24 Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA  
 10WNS41200 01/01/23-01/01/24 Sentinel Insurance Company, Limited IA,NM,NV,OK  
 10WBR41201 01/01/23-01/01/24 Twin City Fire Insurance Company WI  
 10WBR41201 01/01/23-01/01/24 Hartford Underwriters Insurance Company MA  
 10WBR41201 01/01/23-01/01/24 Hartford Fire Insurance Company PR



February 11, 2025

Ms. Holden Pinkard  
Building Dept. Operations Coordinator  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, Florida 33708

**Re: Building Department Services, Building Official, Remote Plan Review, Inspections and Floodplain Services for The City of Madeira Beach**  
**Piggyback Agreement – City of Dania Beach RFP No. 24-027**

Dear Ms. Pinkard:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the professional services referenced above. I am hereby providing a copy of our negotiated Agreement with the City of Dania Beach to provide these services.

We are proposing for the City to piggyback off of our existing Agreement with the City of Dania Beach for Building Department Services. Please see our executed contract and Cost Proposal (**Contract No. 24-027**) between CAP and the City of Dania Beach, attached. **CAP would accept a piggyback Agreement with the City of Madeira using “like terms and conditions” of the Agreement referenced above.**

We look forward to serving the City of Madeira with professional, customer centered Building Department services. If you find these conditions acceptable, please execute in the space provided and return it to me. If you wish to discuss this proposal further or need additional information, please contact Ms. Kathleen Corteau (239) 677-6625 or me at (305) 458.6000 at your convenience.

Very truly yours,  
C.A.P. Government, Inc.

Carlos A. Penin, PE  
President



Very truly yours,  
C.A.P. Government, Inc.

Accepted: \_\_\_\_\_

Holden Pinkard

Title: Building Dept. Operations Coordinator

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



# Memorandum

**Meeting Details:** February 26, 2025 – Board of Commissioners Workshop  
**Prepared For:** Honorable Mayor and Board of Commissioners  
**Staff Contact:** Community Development Department  
**Subject:** Updates to the Code for C-1 and C-2 Zoning District

## Background

The John's Pass Village Activity Center was adopted for the Countywide Plan Map, Madeira Beach Comprehensive Plan, and Madeira Beach Land Development Regulations. The adoption of the C-1, John's Pass Village Activity Center Zoning District rezoned the entire activity center area to the C-1 Zoning District and removed the C-2 Zoning District.

## Discussion

Staff reviewed the Land Development Regulations and found three different places that referenced the C-1 and C-2 Zoning Districts that need to be revised because of the adoption of the John's Pass Village Activity Center. These amendments respond to the adoption of the Activity Center.

**Ordinance 2025-09:** Fixes the references to the old names of the C-1 and C-2 Zoning Districts.

**Ordinance 2025-10:** This section in the Code references all Zoning Districts. The John's Pass Village Activity Center previously consisted of the R-3, R-2, C-1, C-2, C-3, and C-4 zoning districts. A further review of what amendments will be made based on Character Districts.

**Ordinance 2025-11:** This section in the Code references all Zoning Districts. The John's Pass Village Activity Center previously consisted of the R-3, R-2, C-1, C-2, C-3, and C-4 zoning districts. A further review of what amendments will be made based on Character Districts.

## Fiscal Impact

N/A

## Recommendation(s)

Staff recommends the approval of Ordinance 2025-09, Ordinance 2025-10, and Ordinance 2025-11

## Attachments/Corresponding Documents

- Ordinance 2025-09 Districts
- Ordinance 2025-09 Districts Business Impact Statement
- Ordinance 2025-10 Accessory Structures
- Ordinance 2025-10 Accessory Structures Business Impact Statement
- Ordinance 2025-11 Alcoholic Beverages
- Ordinance 2025-11 Alcoholic Beverages Business Impact Statement

**ORDINANCE 2025-09**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V. (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Madeira Beach adopted Ordinance 2024-09 to establish the C-1, John's Pass Village Activity Center Zoning District; and

**WHEREAS**, the City of Madeira Beach adopted Ordinance 2024-12 which deleted the C-2, John's Pass Commercial Zoning District; and

**WHEREAS**, Section 110-151. Establishment of districts lists the zoning districts in Madeira Beach; and

**WHEREAS**, City staff has recommended revising Section 110-151 to reflect the changes made by Ordinances 2024-09 and 2024-12; and

**WHEREAS**, the recommended amendments to the Land Development Regulations was presented to and reviewed by the Planning Commission at a public hearing; and

**WHEREAS**, the Planning Commission recommended approval of the proposed amendments; and

**WHEREAS**, the Board of Commissioners received input from the public at two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

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

**Section 1.** That Section 110-151 of Chapter 110 (Zoning), Article V. (Districts) Division 1 (Generally) is hereby amended to read as follows:

**Sec. 110-151. Establishment of districts.**

For the purpose of protecting, promoting and improving the public health, safety, morals and general welfare of the community, the city is hereby divided into the following types of districts:

R-1	Single-Family Residential
R-2	Low Density Multifamily Residential
R-3	Medium Density Multifamily Residential
C-1	<del>Tourist Commercial</del> <u>John's Pass Village Activity Center</u>
<del>C-2</del>	<del>John's Pass Marine Commercial</del>
C-3	Retail Commercial
C-4	Marine Commercial
P-SP	Public-Semi Public
PD	Planned Development

**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 \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Anne-Marie Brooks, 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 2025-09: Districts

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 law<sup>1</sup> 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:

<sup>1</sup> 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 2025-09: Districts amends Section 110-151 of the Madeira Beach Code of Ordinances to reference the C-1, John's Pass Village Activity Center Zoning District and to remove reference to the C-2, John's Pass Marine Commercial Zoning District.*

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.

*There is no foreseeable direct economic impact of the proposed ordinance.*

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

*No foreseen impact on businesses with the proposed ordinance.*

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

*Section 110-151 establishes the zoning district names.*



**ORDINANCE 2025-10**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance 2024-09 established the C-1, John's Pass Village Activity Center Zoning District which includes Character Districts to further define permitted uses and unique development patterns in the John's Pass Village Activity Center; and

**WHEREAS**, Chapter 110 – Zoning Article VI. - Supplementary District Regulations Division 4. Accessory Structures does not reference the Character Districts in the C-1, John's Pass Village Activity Center Zoning District; and

**WHEREAS**, Ordinance 2024-12 deleted the C-2, John's Pass Commercial Zoning District; and

**WHEREAS**, City staff has recommended changes to the Land Development Regulations to reflect the changes made by Ordinances 2024-09 and 2024-12; and

**WHEREAS**, the recommended amendments to the Land Development Regulations were presented to and reviewed by the Planning Commission at a public hearing; and

**WHEREAS**, the Planning Commission recommended approval of the proposed amendments; and

**WHEREAS**, the Board of Commissioners received input from the public at two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

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

**Section 1.** That Section 110-479 of Chapter 110 (Zoning), Article VI. (Supplementary District Regulations), Division 4. (Accessory Structures) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

**Sec. 110-479. C-1, ~~tourist commercial zones.~~ John's Pass Village Activity Center Zoning Districts.**

Accessory structures in John's Pass Village Activity Center are regulated by Character District:

(1) Commercial Core and Traditional Village District

- a. Accessory structures may not be located in the front or side yard and must provide the same setback as required for the principal structure.

(2) Boardwalk District

- a. Accessory structures may not be located in front yard and must provide the same setback as required for the principal structure.

(3) John's Pass Resort, Transitional, and Low Intensity Mixed Use Districts

- a. Lots not on water. Accessory structures may not be located in the front yard and must provide a five-foot side and rear setback.
- b. Lots on water. Accessory structures must provide the same setbacks as are required for the principal structure.

~~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 two and one-half-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.~~

**Section 2.** That Section 110-478 of Chapter 110 (Zoning), Article VI. (Supplementary District Regulations), Division 4. (Accessory Structures) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

**Sec. 110-480. ~~C-2, John's Pass marine commercial zone.~~ Reserved.**

~~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.~~

**Section 3.** That Section 110-485 of Chapter 110 (Zoning), Article VI. (Supplementary District Regulations), Division 4. (Accessory Structures) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

**Sec. 110-485. Maximum size and quantity in C-1, ~~C-2~~, C-3 and C-4 ~~zones~~ Zoning Districts.**

The maximum size for an enclosed accessory structure is 8 feet wide by 12 feet long by ~~ten~~10 feet high. Properties may only have two enclosed and two open accessory structures. The total maximum size for all open accessory structures on the property is four 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.

**Section 4.** 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 5.** Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

**Section 6.** 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 7.** The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Sections 1, 2 and 3 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

**Section 8.** 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 \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Anne-Marie Brooks, 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 2025-10: 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 law<sup>1</sup> 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:

<sup>1</sup> 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 2025-10: Accessory Structures amends the Madeira Beach Code of Ordinances to regulate accessory structures in the C-1 John's Pass Village Activity Center Zoning District and removes references to C-2, John's Pass Marine Commercial Zoning District.*

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 foreseen direct economic impact of the proposed ordinance.*

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

*No foreseen impact on businesses with the proposed ordinance.*

4. Additional information the governing body deems useful (if any): *The requirements for accessory structures in the C-1 Zoning District will be regulated by character districts.*

## ORDINANCE 2025-11

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance 2024-09 established the C-1, John's Pass Village Activity Center Zoning District which includes Character Districts to further define permitted uses and unique development patterns in the John's Pass Village Activity Center; and

**WHEREAS**, Chapter 110 – Zoning Article VI. - Supplementary District Regulations Division 6. Alcoholic Beverages does not reference the Character Districts in the C-1, John's Pass Village Activity Center Zoning District; and

**WHEREAS**, Chapter 110 – Zoning Article VI. - Supplementary District Regulations Division 6. Alcoholic Beverages does not reference alcohol use regulations for properties zoned PD, Planned Development; and

**WHEREAS**, Ordinance 2024-12 deleted the C-2, John's Pass Commercial Zoning District; and

**WHEREAS**, City staff has recommended revising Division 6 Alcoholic Beverages to reflect the changes made by Ordinances 2024-09 and 2024-12; and

**WHEREAS**, the recommended amendments to the Land Development Regulations was presented to and reviewed by the Planning Commission at a public hearing; and



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

**WHEREAS**, the Board of Commissioners received input from the public at two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

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

**Section 1.** That Chapter 110 (Zoning) Article VI. (Supplementary District Regulations) Division 6. (Alcoholic Beverages) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

**Sec. 110-526. Definitions.**

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcoholic beverage* means the same as defined in Florida Statutes § 561.01 (~~2001~~2024).

*Beer* means the same as defined in Florida Statutes § 563.01 (~~2001~~2024).

*Establishment* means a building or other structure within which business is conducted on a regular basis.

*Liquor* means the same as defined in Florida Statutes § 565.01 (~~2001~~2024).

*Sale of alcoholic beverages* means both sale for the purpose of on the premises consumption and package sales unless the context clearly indicates otherwise.

*Wine* means the same as defined in Florida Statutes § 564.01 (~~2001~~2024).

**Sec. 110-527. Classifications.**

- (a) *Package store, beer and wine.* A package store, beer and wine, is an establishment where beer and wine are sold in sealed containers only for consumption off the premises.
- (b) *Retail store, beer and wine.* A retail store, beer and wine, is an establishment where beer and wine are sold in sealed containers only for consumption off the premises

and more than 50 percent of the establishment's gross sales are attributable to the sale of nonalcoholic items.

- (c) *Package store, beer, wine and liquor.* A package store, beer, wine and liquor, is an establishment where beer, wine and liquor are sold in sealed containers only for consumption off the premises.
- (d) *Restaurants.* A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.
- (e) *Bar.* A bar is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales.
- (f) *Club.* A club is an establishment which is a chartered club where beer, wine and liquor are sold or offered to members for consumption on the premises only and such beer, wine and liquor cannot be sold over the counter to nonclub members.
- (g) *Charter boats.* A charter boat is a vessel primarily engaged in the business of taking passengers for hire where beer, or beer and wine, or beer, wine and liquor are sold for consumption while the vessel is engaged in the transportation of passengers, and more than 50 percent of the business income is derived from the sale of nonalcoholic items or the transportation of passengers.

**Sec. 110-528. Prohibition.**

No premises shall be used, nor a use or occupancy permit issued for the sale of alcoholic beverages, for package sales, or for on the premises consumption, unless approved by the board of commissioners pursuant to the provisions of the land development regulations. All applications under the land development regulations shall be considered at a regular meeting of the board of commissioners.

**Sec. 110-529. Conformity with city zoning code.**

- (a) No application for permission to use premises for the sale of alcoholic beverages shall be granted unless the property which is subject to the application is within a zoning district under the city zoning code which permits such uses.
- (b) No application for permission to use vessels for the sale of alcoholic beverages shall be granted unless the property to which the boat is docked and from which it boards and unloads passengers is within a zoning district under the city zoning code which permits such use.

**Sec. 110-530. Alcoholic beverage districts, restrictions and distance requirements.**

- (a) *R-1 and R-2 Zoning dDistricts.* No premises shall be used, nor shall a use and occupancy permit be issued for the sale of alcoholic beverages in any district zoned R-1 or R-2 within the city.

- (b) R-3 Zoning dDistrict. Only restaurant establishments shall be allowed as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.

(c) C-1, John's Pass Village Activity Center Zoning District.

(1) Classification permitted.

- i. Traditional Village, Boardwalk, Commercial Core, and the east side of Gulf Boulevard Transitional Character Districts: Package stores (beer and wine, retail stores (beer and wine), package stores (beer, wine and liquor), restaurants, bars and clubs are permitted.
- ii. John's Pass Resort, Low Intensity Mixed Use, and the west side of Gulf Boulevard Transitional Character Districts: Only restaurants, as defined in section 110-527, establishments shall be permitted.

(2) Distance requirements. Except as otherwise provided, no establishment classified as a package store (beer and wine), package store (beer, wine and liquor), club or a bar shall be located within 500 feet of property occupied by an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The distance provisions shall not apply to restaurants. Furthermore, the distance provision shall not apply to bars or clubs within a hotel of 50 rooms or more.

(3) Measurement of distance. The distance set forth in subsection (c)(2) shall be a straight-line distance from the property line occupied by the enumerated uses in subsection (c)(2) and the property line to be occupied by the establishment applying for permission to sell alcoholic beverages.

(de) ~~C-1, C-2, C-3, and C-4~~ Zoning dDistricts.

- (1) Classifications permitted. Package stores (beer and wine, retail stores (beer and wine), package stores (beer, wine and liquor), restaurants, bars and clubs shall be permitted in C-3 and C-4 Zoning Districts. ~~shall be permitted in any district zoned C-1, C-2, C-3 or C-4 within the city.~~
- (2) Distance requirements. Except as otherwise provided, no establishment classified as a package store (beer and wine), package store (beer, wine and liquor), club or a bar shall be located within 5300 feet of property occupied by an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The distance provisions shall not apply to restaurants. Further the distance provision shall not apply to bars or clubs within a hotel of 50 rooms or more.
- (3) Measurement of distance. The distance set forth in subsection (d)(2) of this section shall be a straight-line distance from the property line occupied by the enumerated uses in subsection (d)(2) of this section and the property line to be occupied by the establishment applying for permission to sell alcoholic beverages.

(e) PD Zoning Districts

(1) Properties that are rezoned to the PD Zoning District have the same restrictions for alcoholic beverages as the zoning district prior to rezoning to PD Zoning District.

**Sec. 110-531. Application for zoning of lot for sale of alcoholic beverages.**

Whenever any owner, lessee or tenant desires to have any lot, plot or tract of land zoned for the sale of alcoholic beverages, such a person shall complete and file their application form with the city manager or their his designee designate, which application shall contain the following:

- (1) The name and address of the applicant, and the owner's written approval if property ownership is other than the applicant. The name and address of the owner of the alcoholic beverage license, if any.
- (2) The legal description or survey of property describing the portion of the lot, plot or tract of land to be utilized for the sale of alcoholic beverages.
- (3) A site plan shall be submitted with the application which shall show the proposed building location, size and height, off-street parking facilities and ingress and egress from adjoining streets. The applicant shall also submit a frontal (street side) elevation or an architectural rendering or recent photograph of the main structure.
- (4) Applications for package stores (beer and wine), package stores (beer, wine and liquor), clubs, and bars, requires a signed certificate and drawing prepared by a state registered engineer or land surveyor depicting the location of an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, and youth recreation (community) centers within 500 feet. The drawing shall carry the following certification:

"This is to certify that all the measurements are in compliance with the provisions of this Code and are true and accurate portrayals of all actual distances."

~~This requirement shall also apply only to package stores (beer and wine), package stores (beer, wine and liquor), clubs, and bars.~~

- (5) The alcoholic beverage classification desired for the lot, plot or tract shall be one of the classifications set forth in section 110-527.
- (6) Payment of the non-refundable application fee listed in the fees and collection procedure manual.
- (7) At the time of application, the applicant shall address in writing the five factors enumerated in section 110-532.

**Sec. 110-532. Consideration of alcoholic beverage application.**

When considering the alcoholic beverage application, the board of commissioners shall consider the following factors:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
- (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
- (3) Whether or not the proposed use is compatible with the particular location for which it is proposed.
- (4) Whether or not the proposed use will adversely affect the public safety.
- (5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

**Sec. 110-533. Reconsideration of alcoholic beverage zoning.**

- (a) A similar application for alcoholic beverage zoning denied by the board of commissioners shall not be resubmitted for reconsideration by the board of commissioners within 12 months of the date of the final action on the previous application unless the applicant demonstrates to the board of commissioners that substantial changes have occurred in the property or in the area adjacent to the subject site which would have a bearing on the consideration of the alcoholic beverage zoning of the site.
- (b) In the event any applicant shall desire reconsideration under subsection (a) of this section, the applicant shall submit ~~their~~ ~~his~~ application for such alcoholic beverage zoning to the city manager or ~~their designee~~ ~~his designate~~ in the usual manner and pay the application fee listed in the fees and collection procedure manual. If, in the judgment of the board of commissioners, substantial changes have occurred, the board of commissioners shall then set the application for public hearing. In the event of a negative finding by the board of commissioners, the application will not be heard.
- (c) An application for alcoholic beverage zoning of lesser intensity will not be deemed a similar application as stated in subsection (a) of this section and such application can be made at any time.

**Sec. 110-534. Change of alcoholic beverage zoning.**

- (a) Properties that are alcoholic beverage zoned cannot change the alcoholic beverage classification to a license providing greater intensity nor provide a change in the nature or use of the property to a different alcoholic zoning classification, nor enlarge the area for the sale of alcoholic beverages without filing a new petition for alcoholic beverage zoning with the board of commissioners in accordance with the requirements contained in this division.

- (b) The city manager or ~~their~~ ~~his~~ designee may approve, approve with conditions, or deny alcoholic beverage zoned classification that provides for an alcoholic beverage license of lesser intensity or a reduction in the area used for the sale of alcoholic beverages; when the business establishment already holds an alcoholic beverage license approved by the board of commissioners. The city manager or ~~their~~ ~~his~~ designee shall consider the following factors in the decision:
- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
  - (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
  - (3) Whether or not the proposed use is compatible with the particular location for which it is proposed.
  - (4) Whether or not the proposed use will adversely affect the public safety.
  - (5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

If the requesting party is in disagreement with the decision reached by the city manager or ~~their~~ ~~his~~ designee, an appeal to the board of commissioners is available; and ~~the~~ board of commissioners' decision shall be binding.

#### **Sec. 110-535. Expansion of alcoholic beverage zoning.**

Properties that are alcoholic beverage zoned cannot be expanded more than ten percent over the original approved square footage ~~or approved seating count, whichever is more~~ ~~without restrictive without~~ filing a new petition for alcoholic beverage zoning in accordance with the requirements contained in this division. An applicant applying for an expansion that does not require a new petition for alcoholic beverage zoning shall provide a revised site plan showing the expansion. The site plan shall show that the expansion meets all applicable sections of the Madeira Beach Code of Ordinances.

#### **Sec. 110-536. Existing wet zone of properties.**

Properties on which the sale of intoxicating beverages ~~are~~ ~~is~~ permitted under any ordinance of the city existing on the effective date of the ordinance from which the land development regulations derived, and which become nonconforming uses by the Code shall be subject to the provisions of the land development regulations pertaining to nonconforming uses.

#### **Sec. 110-537. Revocation of alcoholic beverage zoning.**

Any alcoholic beverage zoning may be revoked by the board of commissioners upon finding a violation of the land development regulations, loss of state license, or the failure to conduct the sale of alcoholic beverages for any six-month period as demonstrated by not having a valid city occupational license for such use during this ~~6-~~month period. Any

such action shall only be taken after conducting a hearing in the same manner as for the original application. In addition, affected property owners and/or operators shall be notified by certified mail, return receipt requested, which shall be transmitted at least 15 days prior to the scheduled public hearing date.

**Sec. 110-538. Record keeping and reporting requirements.**

Establishments classified as retail stores (beer and wine), or restaurants shall maintain books and records reflecting the gross sale of food and nonalcoholic items and the gross sale of alcoholic beverages and shall provide such books and records to the city within 30 days upon request. Failure to keep the books and records required in this section shall be adequate grounds for the board of commissioners to revoke the alcoholic beverage zoning classification of the property upon which the business operates.

**Sec. 110-539. Application processing and fees.**

- (a) When and at such time as the application has been accepted, the city clerk shall notify abutting property owners within 300 feet of the property, setting forth the time, date and place of the application consideration by the board of commissioners. This notice will be 15 days prior to the regular meeting of the board of commissioners. Notice shall also be posted on the property itself in the same manner. Failure to notify all of the abutting property owners as shown on the records of the county property appraiser office shall not constitute grounds for re-advertising, conducting additional meetings, and shall not affect any action or proceeding on the application for alcoholic beverage sales.
- (b) The city manager or their designee is authorized to charge the application fee listed in the fees and collection procedure manual for processing the application.

**Sec. 110-540. Grandfathering business establishments engaged in the sale of alcoholic beverages.**

- (a) The business establishments engaged in the sale of alcoholic beverages, or for which applications have been filed with the city for permits to engage in the sale of alcoholic beverages, in areas permitted by ordinances existing at the time of the passage of the ordinance from which this chapter is derived where such areas or business establishments do not meet the qualifications of section 110-530 shall be such areas or business established and to continue so long as the occupational license is renewed for each fiscal year (October 1 through September 30) and the state alcoholic beverage license is renewed on a continuous basis from the time of initial approval of the license.
- (b) Nothing contained in this section shall be construed to allow any establishment holding a license prior to adoption of the ordinance from which this chapter is derived to change the type of license without meeting all ordinance requirements in effect at the time of the application for a new type of license.

**Section2.** 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.

**Section3.** Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

**Section4.** 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.

**Section5.** 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 therein and shall not codify the exordial clauses nor any other sections not designated for codification.

**Section6.** 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 \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Anne-Marie Brooks, 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 2025-11: Alcoholic Beverages

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 law<sup>1</sup> 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:

<sup>1</sup> 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 2025-11: Alcoholic Beverages amends Division 6. Alcoholic Beverages to create regulations defined by the Character Districts in the C-1, John's Pass Village Activity Center Zoning District. The references to the C-2, John's Pass Marine Commercial Zoning District will be removed.*

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 foreseen direct economic impact of the proposed ordinance.*

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

*No foreseen impact on businesses with the proposed ordinance.*

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

*The alcoholic beverage requirements in the C-1 Zoning District will be regulated by Character Districts.*

# CITY PERMIT ACTIVITY

2/18/25

- Total Applications submitted: 2051 SINCE 9/27/24
- Permits under review: 404 (commercial: 192 residential: 212)
- Permits Issued: 1646 (commercial: 363 residential: 1283)

By type:

WINDOWS/DOORS: 66

DECK: 2

FULL DEMO: 78

DOCK/LIFT: 5

DRIVEWAY: 3

ELECTRICAL: 78

FENCE: 13

FIRE ALARM/SPRINKER : 8

GAS: 1

GARAGE DOOR: 28

GENERATOR: 3

INTERIOR DEMO: 796

INTERIOR REMODEL: 413

MECHANICAL: 81

NEW RESIDENTIAL BUILDING: 2

PLUMBING: 14

ROOF: 45

SEAWALL: 5

SHUTTER: 3

SOLAR: 2

SWIMMING POOL: 1

SUBSTANTIAL DAMAGE DETERMINATION LETTERS ISSUED: 1,147



- Apply Online For A Permit
- Search Permits
- Search Solution Centers
- Report An Issue
- Search Planning and Zoning
- Apply Online for Planning and Zoning



## MGO Connect Customer Portal

- Receive Service From Any Participating Jurisdiction.
- The Top Header Menu Manages Services Across All Jurisdictions.
- Use The Left-Hand Menu To Access Jurisdiction Specific Services.
- Install the Mobile App To Access Online Services With Your Mobile Device.

Download on the App Store | GET IT ON Google Play

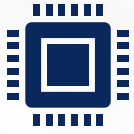


# County Webinar: Elevate Florida Program Overview

FEBRUARY 12, 2025



# Agenda



Elevate Florida Program Overview



Portal and Contact Center Metrics



Responsibilities and Future Engagement



Frequently Asked Questions



Closing



# Program Overview and Eligibility

The primary purpose of the Elevate Florida Program is to offer timely and effective disaster assistance to residents of Florida who have been impacted by natural disasters such as hurricanes, floods, and other catastrophic events.

## To become a potential participant of the Elevate Florida program, applicants must:

- ✓ Be over the age of 18,
- ✓ Be a U.S. citizen,
- ✓ Be the legal property owner of a residential property in the State of Florida, and
- ✓ Be able to contribute up to twenty-five percent (25%) of the project's total cost.

Multi-family real estate such as duplexes, triplexes, condos, townhomes, semi-detached homes, apartments, and manufactured homes may be eligible.

## Application

- Property owners can apply on the Elevate Florida Portal found at [fdem-resmit.my.site.com](https://fdem-resmit.my.site.com)
- For inquiries, individuals can email [info@elevatefl.org](mailto:info@elevatefl.org) or call the contact center Monday-Friday, 7 a.m.-7 p.m. ET at 877-ELEV8FL (877-353-8835).
- For more information, visit the [floridadisaster.org/dem/mitigation/elevate-Florida/](https://floridadisaster.org/dem/mitigation/elevate-Florida/)



Elevate Florida is designed to expedite the application process and complete a resident's mitigation project. Below are the eligible project types which people applying for the program will see as a drop-down menu selector during the application process.



## Structure Elevation

Physically raising an existing structure.



## Mitigation Reconstruction

The construction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed.



## Acquisition / Demolition

A structure is purchased from voluntary sellers and demolished, to be maintained by the local community as open space. The local community must agree to participate in this project type.



## Wind Mitigation

Measures that reduce the risk of future wind damage to structures. This may include alterations to the roof, windows, doors, and other vulnerable components of structures.



# Program Timeline

Depending on project, up to two years:

*Less than one week*

*One to four months*

*Two to three months*

*Three to nine months*

## Stage 1

APPLICATION SUBMITTAL

Applications are reviewed upon submission to check for completeness or additional information needs.

## Stage 2

APPLICATION REVIEW

Case manager conducts initial review to determine grant(s) eligibility.

The property owner will sign a pre-inspection contract and provide the resident cost-share for initial inspections.

## Stage 3

DECISION AND APPROVAL

The application package is submitted to FEMA for final approval and award.

The property owner signs the construction contract, pays the cost-share for construction, and arranges housing during construction.

## Stage 4

CONSTRUCTION

Occupants vacate during construction to provided temporary housing.

Construction begins with State-assigned contractors providing turnkey services.

## Stage 5

CLOSEOUT

After construction, a final inspection and closeout packet with necessary documentation will be provided to property owners.



# Prioritization

The criteria for prioritizing applications for the Elevate Florida program, after initial eligibility screening, is to aim for effective use of grant funding for properties and areas with the most need while meeting FEMA deadlines. The five categories highlighted below do not indicate one area as prioritized over another.



**NFIP  
REPETITIVE  
LOSS**



**GEOGRAPHIC  
AREA, FLOOD  
ZONE**



**PRIMARY  
RESIDENCE**



**SUBSTANTIAL  
DAMAGE**



**STRUCTURE  
TYPE**



# Elevate Florida Responsibilities

## State

**Implementation:** Oversee property owner assistance, application development, assignment of inspection and construction contractors, and project management from application to closeout.

**Agreements:** Develop and execute agreements and MOUs with local communities and residents, as applicable.

**Project Approvals:** Conduct project reviews and approvals throughout the duration of the program and align with program goals and requirements.

**Application Review and Determination:** Validate applications meet all necessary criteria and standards.

**Closeout:** Conduct project closeout and submit to FEMA.

## Local Jurisdictions

**Agreements:** Review and execute agreements and MOUs with FDEM, as applicable.

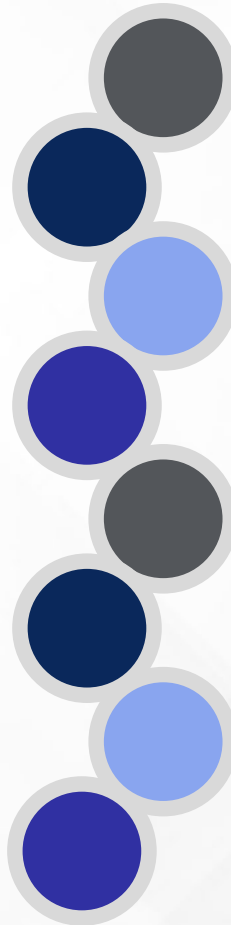
**Permits:** Process and issue local permits.

**Acquisitions:** Determine if your community will allow acquisition projects. Execute agreement with FDEM to transfer ownership of property to local community. Maintain property as open space in perpetuity.

**Deed Restrictions:** Assist with processing deed restrictions for participating properties.

**Certificate of Occupancy:** Conduct inspections and issue Certificates of Occupancy for mitigated structures.

**HMGP Funding Allocation:** May allocate additional funding to support projects in their county.





# Community Coordination

## County Local Mitigation Strategy (LMS) Working Groups

- Project Management Team will coordinate with communities to execute Agreements and MOUs
  - Potential MOUs: Program Authority, Reallocation of HMGP
  - Potential Agreements: Acquisitions
  - Other Potential Forms: Acknowledgement of Conditions (application form)
- FDEM will provide information about awarded projects upon FEMA approval for record keeping

## County/Community Assistance

- Coordinate with FDEM and Project Management Team to identify appropriate points of contact
- Amplify outreach efforts and coordinate potential application intake events, as needed
- Help combat program misinformation
- Assist FDEM coordination with local Building Departments for permitting and local inspections



# Program Funding

## Hazard Mitigation Grant Program (HMGP)

- Statewide: ~\$234 million
  - State set aside
  - Based on 30-day estimate, may increase or decrease at 12-month lock-in
- County Allocation (voluntary)
  - County Local Mitigation Strategy (LMS) Working Groups may reallocate a portion of their Hurricane Helene or Milton County Allocation to Elevate Florida
    - 30-day Estimate will be published soon
  - Funds will be utilized for your county's residents
  - FDEM will reach out soon to gauge interest and determine percentage

## Flood Mitigation Assistance (FMA) Swift Current

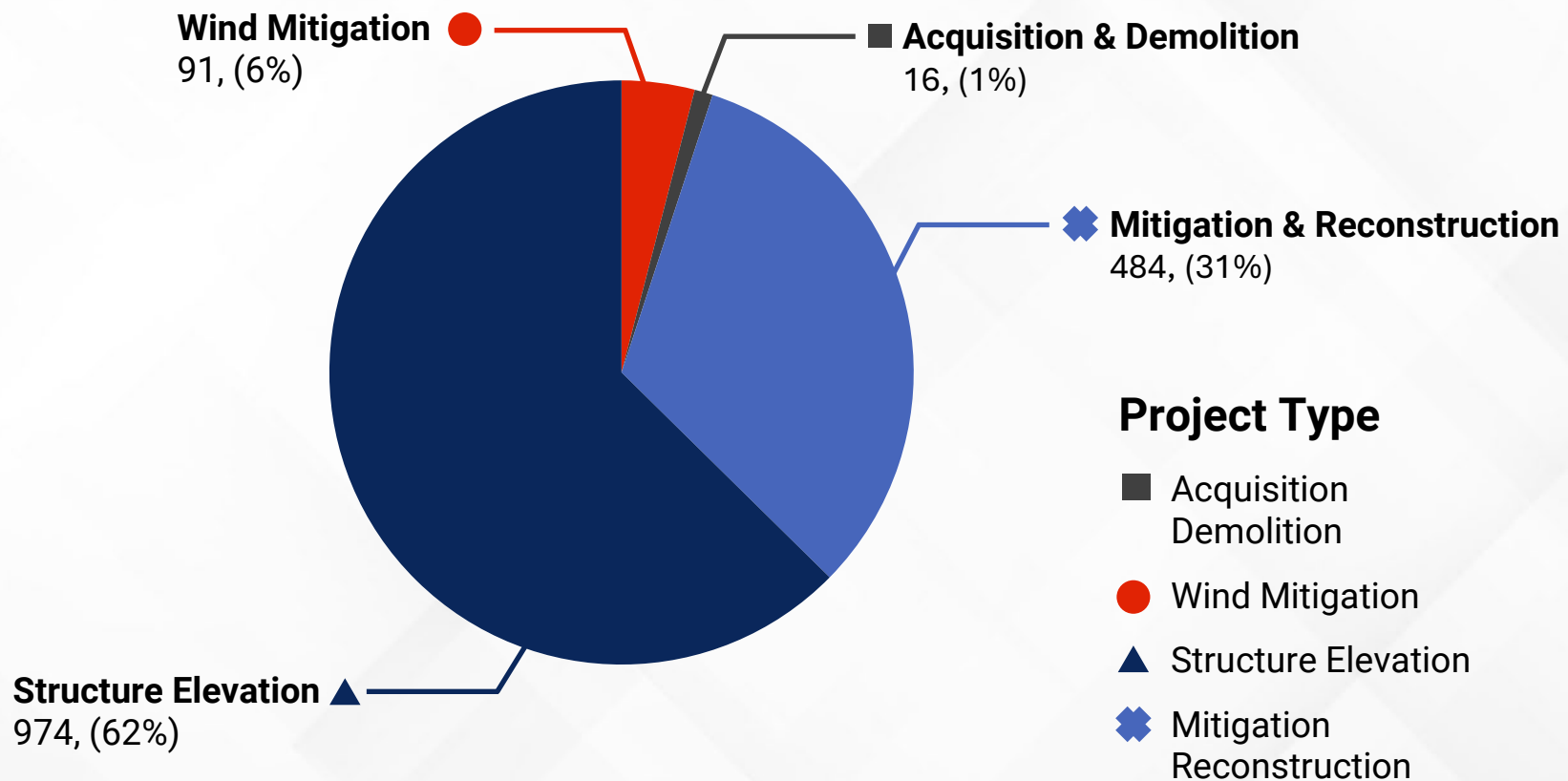
- Statewide: \$100 million
  - Allocated to State of Florida for Hurricanes Debby, Helene, and Milton
  - Funding will prioritize NFIP-insured severe repetitive loss (SRL) and RL properties



## Overall

- Applicants representing 32 counties have submitted applications.
- Almost 78% of submitted applications identified NFIP insurance.
- 93% of submitted applications statewide are for mitigation reconstruction and structural elevations.
- Pinellas, Lee, and Pasco counties make up over 97% of the total applications submitted statewide.

## Breakdown of Project Type





# County View – Submitted Applications by County

County	Count of Applications	Percentage of All Applications
Alachua	1	0.09%
Brevard	1	0.09%
Broward	29	2.67%
Charlotte	73	6.73%
Citrus	52	4.79%
Collier	12	1.11%
Columbia	2	0.18%
DeSoto	3	0.28%
Dixie	54	4.98%
Escambia	2	0.18%
Flagler	7	0.65%
Hernando	28	2.58%
Hillsborough	63	5.81%
Lee	172	15.85%
Leon	3	0.28%
Levy	17	1.57%
Manatee	28	2.58%

County	Count of Applications	Percentage of All Applications
Miami-Dade	1	0.09%
Monroe	8	0.74%
Okaloosa	1	0.09%
Orange	3	0.28%
Osceola	3	0.28%
Palm Beach	4	0.37%
Pasco	76	7%
Pinellas	814	75.02%
Polk	3	0.28%
Sarasota	37	3.41%
St. Johns	1	0.09%
St. Lucie	2	0.18%
Taylor	10	0.92%
Volusia	2	4.98%
Wakulla	1	0.09%
<b>Total</b>	<b>1,565</b>	





# County View – Project Types

County	Wind Mitigation	Acquisition & Demolition	Structure Elevation	Mitigation & Reconstruction
Alachua			1	
Brevard			1	
Broward	2		7	2
Charlotte	13	1	47	12
Citrus			32	2
Collier			11	1
Columbia	1		1	
DeSoto	1		2	
Dixie		1	2	33
Escambia			1	1
Flagler			6	1
Hernando	1	2	17	8
Hillsborough	3		31	29
Lee	7		147	18
Leon	3			
Levy		1	11	5
Manatee			21	7

County	Wind Mitigation	Acquisition & Demolition	Structure Elevation	Mitigation & Reconstruction
Miami-Dade	1			
Monroe			5	3
Okaloosa	1			
Orange	1		2	
Osceola	2		1	
Palm Beach	3		1	
Pasco	1	3	51	21
Pinellas	23	6	489	296
Polk	2		1	
Sarasota	3		25	9
St. Johns			1	
St. Lucie	1		1	
Taylor			4	6
Volusia	4	2	36	12
Wakulla			1	
<b>Total</b>	<b>91</b>	<b>16</b>	<b>974</b>	<b>484</b>



# Frequently Asked Questions (FAQs)

## QUESTION

### What activities are ineligible under Elevate Florida?

Each project type has different eligible and ineligible activities. In general, activities for purely aesthetic purposes are considered ineligible unless required by local ordinance or historical review findings. For Mitigation Reconstruction and Structure Elevation, work on auxiliary structures on the lot (detached garages, storage sheds etc.), are ineligible.

Second story conversion and first floor abandonment are not considered eligible techniques in Florida mitigation grant programs. This is due to a variety of factors, the most predominant being concerns regarding structural integrity during the conversion process and for the life of the structure. Please keep in mind that this is not an exhaustive list.

## QUESTION

### Will Elevate Florida affect the Community Rating System (CRS) rating for my jurisdiction?

Activities that reduce the risk of flood damage, such as structural elevation and acquisitions, may improve the CRS rating for your community.

As of October 2024, 265 communities throughout the state participate in CRS. For more information, and to see if your community participates in this system, visit [fema.gov/floodplain-management/community-rating-system](https://fema.gov/floodplain-management/community-rating-system).



# Frequently Asked Questions (FAQs)

## QUESTION

**Will property owners need to hire a contractor or builder? How will vendors be assigned?**

Elevate Florida will use contractors from a preselected list to complete projects, procured according to state laws and regulations. Applicants will be required to use a contractor procured and assigned by FDEM to participate in the program. Vendors will be assigned based on availability.

## QUESTION

**Can property owners start construction before being approved for the project?**

No. Construction cannot begin until a project has been reviewed, approved, and finalized under a signed contract. Any work completed prior to grant approval is not reimbursable. Additionally, beginning construction related to the project's scope of work prior to approval and contract signing will make the project ineligible.

## QUESTION

**What is the property owner's financial responsibility for the project?**

Federal grant funding will cover at least 75 percent of the project cost, requiring property owners to invest up to 25 percent. Property owners must provide up to 25 percent of initial inspection costs before inspections are completed, and the total construction cost will be determined following award based on various factors. Approved property owners will receive a detailed breakdown of their cost-share, including relocation expenses, and will have time to decide whether to proceed with the next phase of the project.



# Frequently Asked Questions (FAQs)

## QUESTION

### **What is the reality of being our residents receiving funded?**

FDEM is estimating enough funding for approximately 950 properties. The only way to guarantee funding and increase the number of your residents receiving assistance is to reallocate a portion of your HMGP Helene and/or Milton funding.

## QUESTION

### **What will be done if a resident applies and has applied under a previous funding cycle?**

Residents will be allowed to apply for Elevate Florida regardless of prior submission. FDEM will work with the County LMSWG to determine a best course of action and avoid negatively impacting the County's allocation from previous disasters (HMGP).



# Questions?



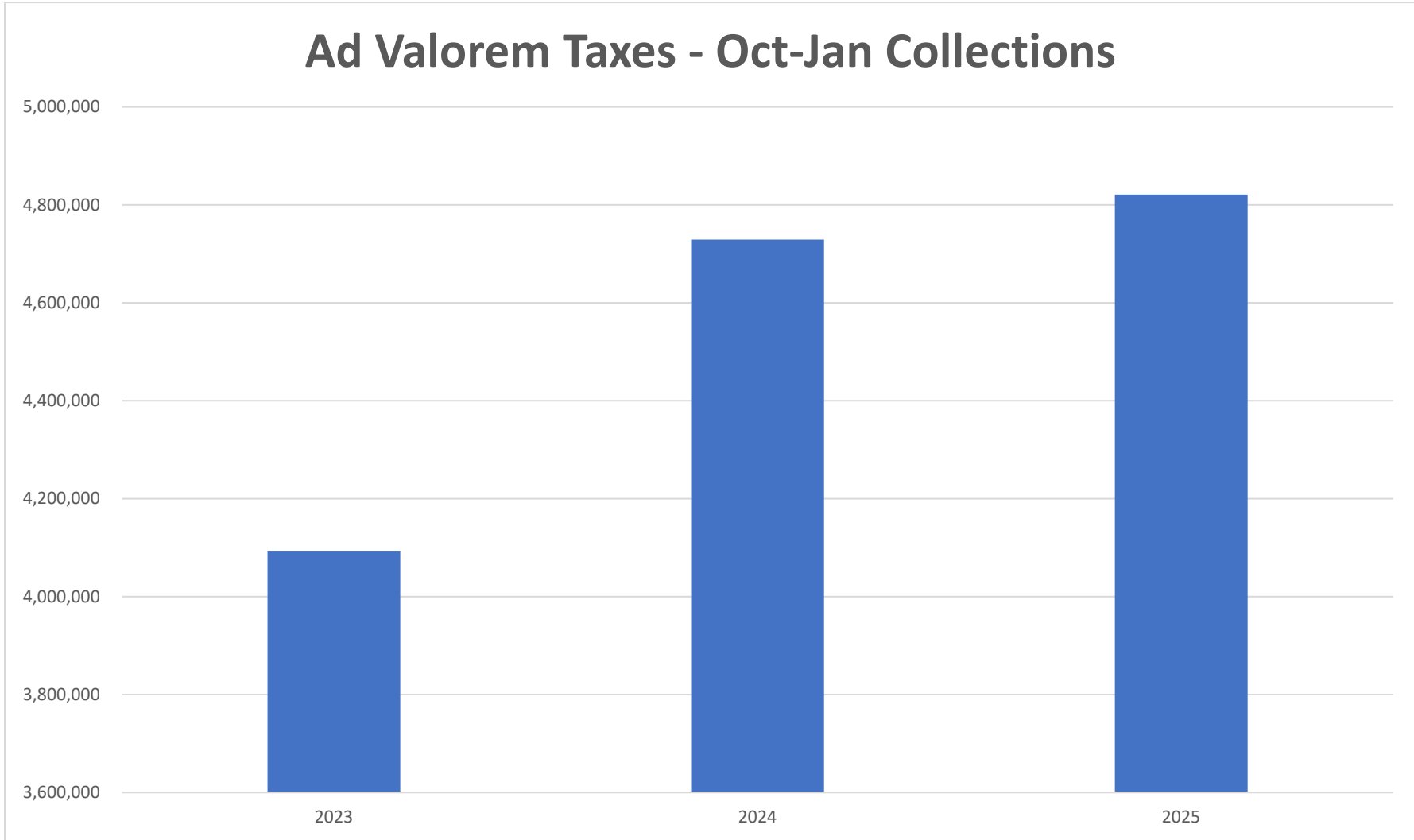
# **FY 2025 FINANCIAL OVERVIEW – THROUGH JANUARY 2025**

**February 26, 2025**

# **PRESENTATION AGENDA**

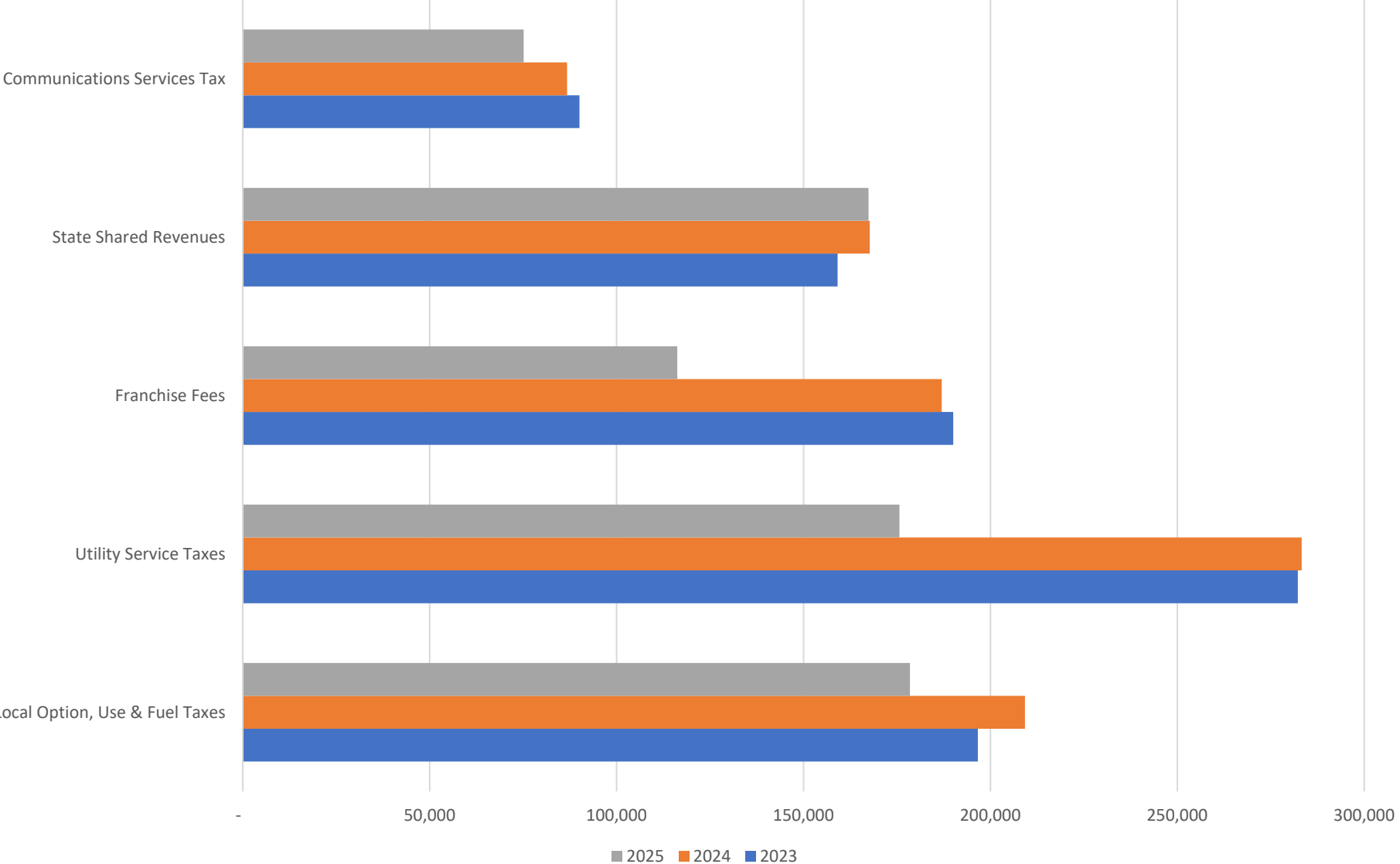
- I. Revenue & Expense Analysis – Through Jan 2025**
  
- II. YTD Hurricane Related Expenses**
  
- III. Damage Assessment – Current Status**
  
- IV. Q&A**

# Q1 FY 2025 Revenue Comparison – FY 2023, FY 2024, FY 2025

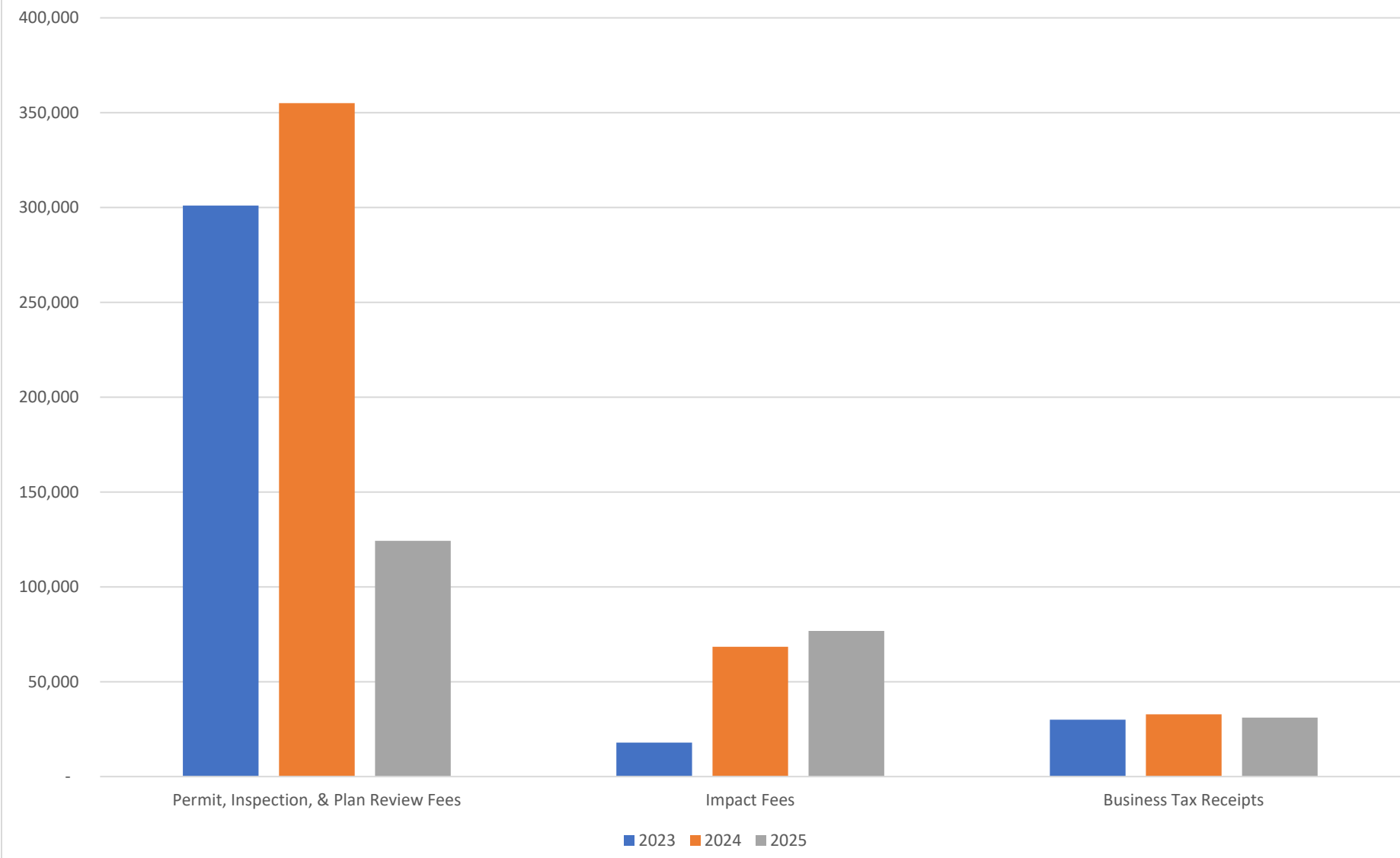




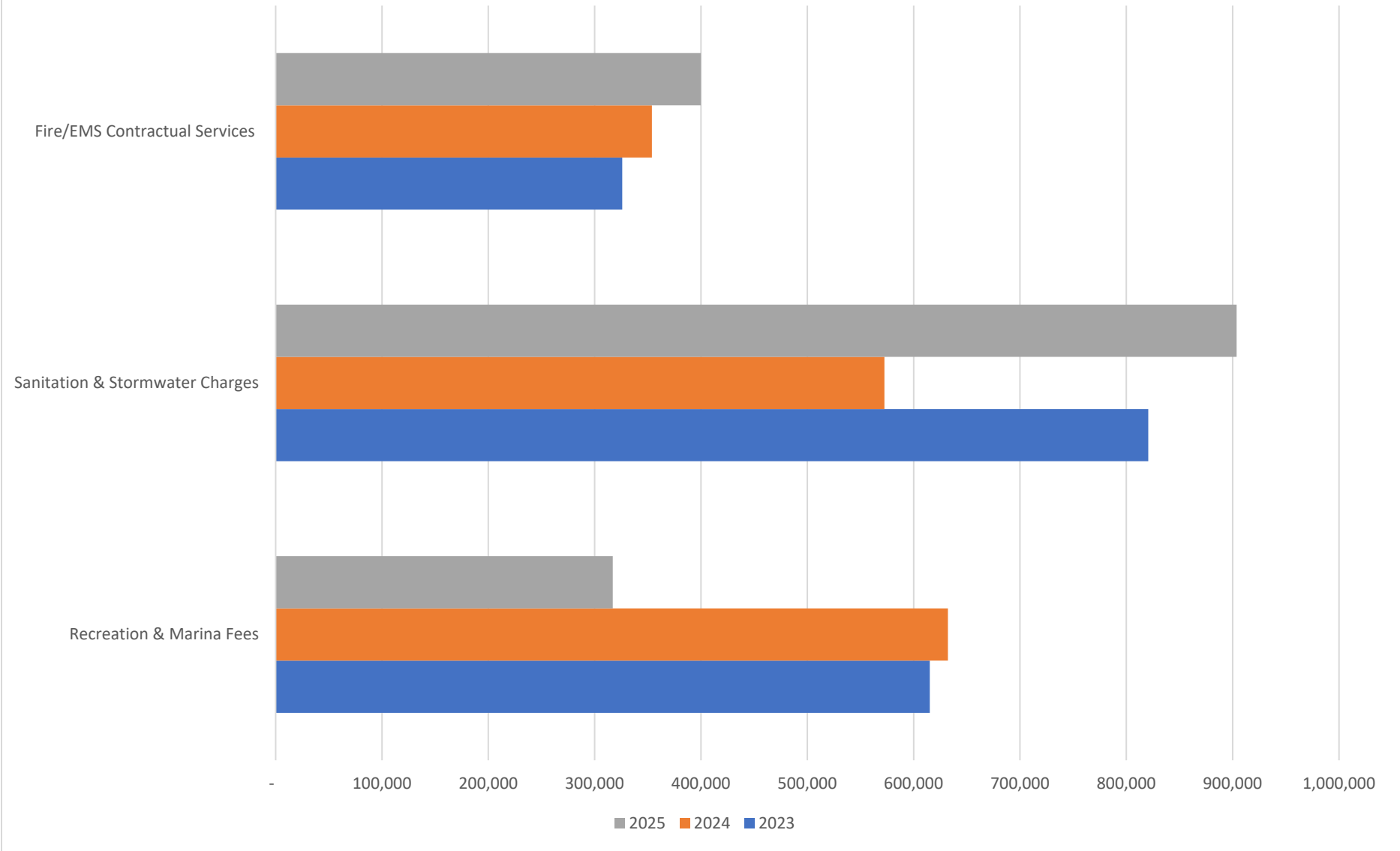
# Non-Exchange Revenues - Other Taxes, Franchise Fees, State Shared Revenues: Oct - Dec



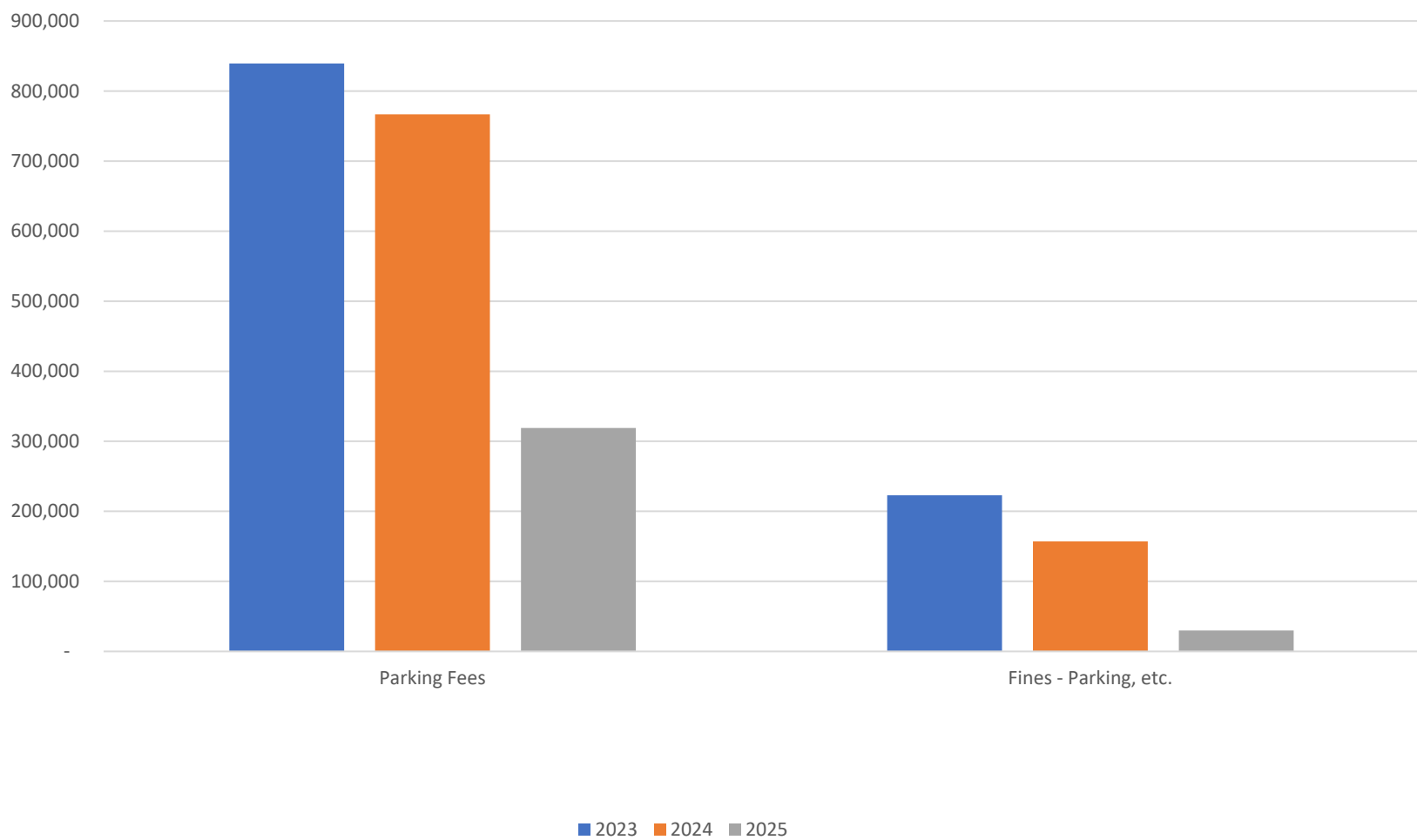
# Building & Planning Revenues: Oct-Jan Collections



# Fees for Services: Oct - Jan Collections



# Parking Related Revenues: Oct-Jan Collections



**October - January Revenue Comparison – Detailed List FY 2023, 2024, 2025**

<b>Revenue Type</b>	<b>Oct-Jan 2023</b>	<b>Oct-Jan 2024</b>	<b>Oct-Jan 2025</b>
Ad Valorem Taxes	4,093,693	4,729,168	4,821,003
Interest & Other Earnings	415,711	734,329	508,684
Permit, Inspection, & Plan Review Fees	301,062	355,020	124,312
Impact Fees	17,886	68,445	76,784
Business Tax Receipts	29,983	32,849	31,074
Recreation & Marina Fees	615,175	632,162	316,987
Sanitation & Stormwater Charges	820,673	572,486	903,775
Fire/EMS Contractual Services	325,944	353,796	399,891
Parking Fees	839,370	766,749	319,064
<b>Total:</b>	<b>7,459,496</b>	<b>8,245,004</b>	<b>7,501,572</b>
<b>% Change</b>		<b>11%</b>	<b>-9%</b>

**October - December Revenue Comparison – Detailed List FY 2023, 2024, 2025**

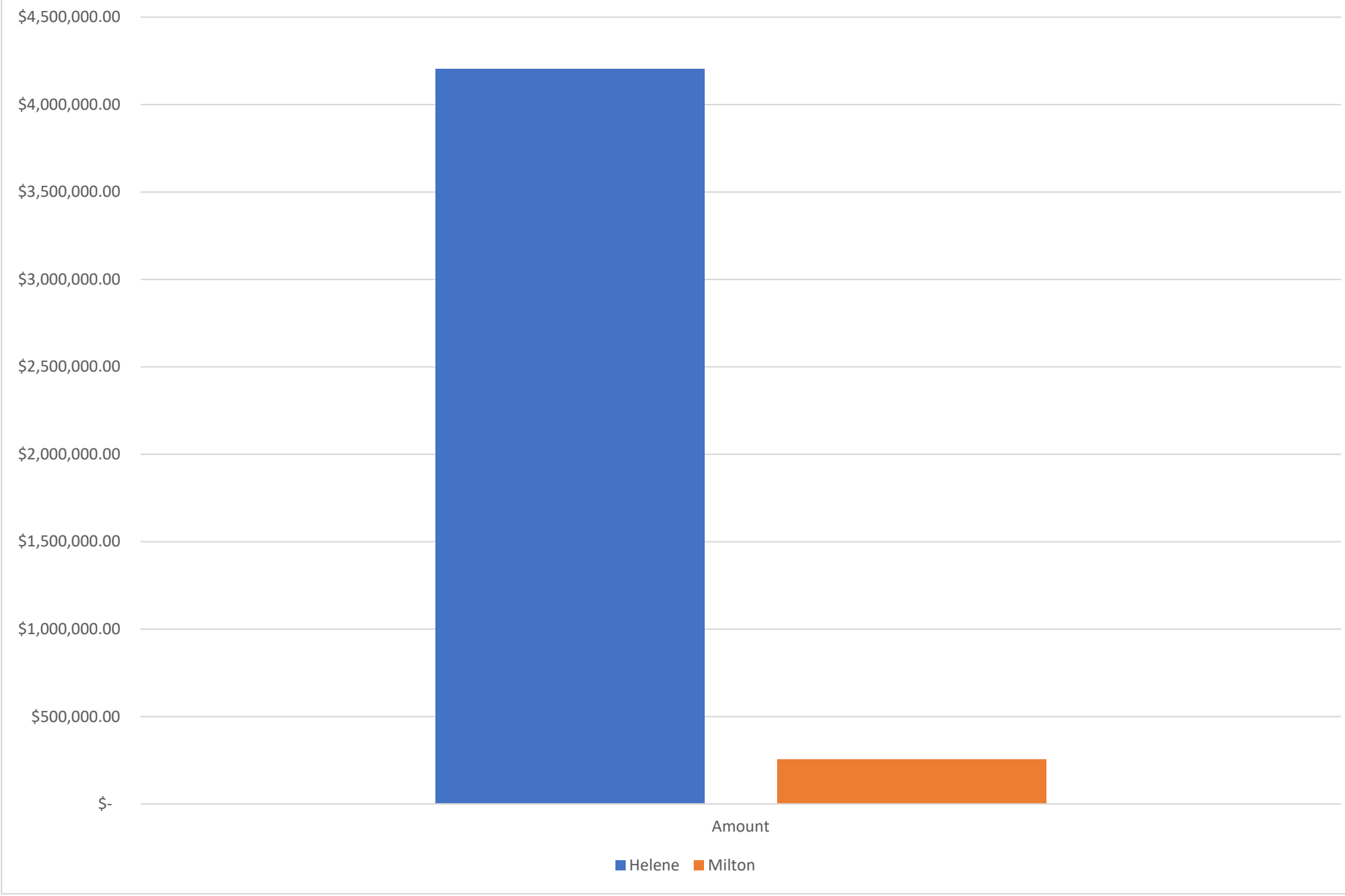
<b>Revenue Type</b>	<b>Oct-Dec 2023</b>	<b>Oct-Dec 2024</b>	<b>Oct-Dec 2025</b>
Local Option, Use & Fuel Taxes	196,620	209,247	178,459
Utility Service Taxes	282,231	283,241	175,645
Franchise Fees	190,035	186,965	116,231
State Shared Revenues	159,106	167,732	167,386
Communications Services Tax	90,065	86,758	75,129
<b>Total:</b>	<b>918,058</b>	<b>933,943</b>	<b>712,850</b>
<b>% Change</b>		<b>2%</b>	<b>-24%</b>

# Budget Versus Actual Analysis – Expenses By Department

Department Name	Current Budget	Actual YTD	Outstanding Encumbrances YTD	Remaining Available Balance	% Available	Tickmark
Archibald	4,525,250.00	885,737.09	1,699,767.64	1,939,745.27	42.86%	
Board Of Commissioners	157,260.00	18,320.52	-	138,939.48	88.35%	
Building Services	1,775,225.00	480,029.81	94,995.69	1,200,199.50	67.61%	
City Clerk	518,729.21	166,277.18	-	352,452.03	67.95%	
City Manager	1,228,600.00	274,397.71	205,699.30	748,502.99	60.92%	
Community Development	945,275.00	313,259.57	49,000.00	583,015.43	61.68%	
Debt Service	320,000.00	-	-	320,000.00	100.00%	
Finance	712,400.00	247,675.66	175,453.69	289,270.65	40.61%	
Fire/Ems	11,181,950.00	1,931,519.55	7,013,810.26	2,236,620.19	20.00%	
Gas Tax	136,500.00	24,289.30	-	112,210.70	82.21%	
Human Resources	99,245.00	48,948.54	19,410.00	30,886.46	31.12%	<1>
Information Technology	278,806.40	92,679.13	136,019.76	50,107.51	17.97%	<1>
John's Pass Village	2,200,500.00	179,304.03	529,011.95	1,492,184.02	67.81%	
Law Enforcement	1,735,865.00	703,608.56	984,648.00	47,608.44	2.74%	<1>
Legal Services	196,500.00	41,015.79	138,984.21	16,500.00	8.40%	
Marina	2,031,200.00	398,931.50	231,079.72	1,401,188.78	68.98%	
Non-Departmental	17,570,430.00	4,084,080.98	9,401,839.12	4,084,509.90	23.25%	<1>
Parking Management	3,728,750.00	475,321.76	19,733.90	3,233,694.34	86.72%	
Parks	68,350.00	13,761.58	-	54,588.42	79.87%	
Public Works Administration	2,303,540.31	430,738.43	661,406.37	1,211,395.51	52.59%	
Recreation	2,466,100.00	586,959.60	207,669.44	1,671,470.96	67.78%	
Sanitation	2,018,670.00	625,163.55	636,471.52	757,034.93	37.50%	
Stormwater	11,790,020.00	1,129,125.74	202,642.48	10,458,251.78	88.70%	
<b>Total:</b>	<b>67,989,166</b>	<b>13,151,146</b>	<b>22,407,643</b>	<b>32,430,377</b>		

<1> Mid-year budget amendment resolution forthcoming

# Comparison of Hurricane-Related Expenses Incurred





# HELENE EXPENSES INCURRED – LARGEST VENDORS

Vendor Name	Amount	Description
DRC Emergency Services	2,897,811.00	Debris removal
Luxe Flush	196,060.00	Bathroom rentals
Servpro Team Shaw	135,452.64	Downstairs flood damage - remediation work Emergency rental of 3 CAT 920 loaders and 3 skid steers for
Ring Power Corporation	100,783.83	Hurricane Beach Cleanup
Schindler Elevator Corporation	32,342.92	Elevator Repair after Hurricane Helene flooding Hurricane asphalt repair: mobilization, remove existing
Keystone Excavators, Inc.	29,750.00	asphalt and replace with new and stripe
USA Voltage LLC	45,272.61	Check out panels, clean electrical connections at marina
Broyhill Manufacturing Company	19,483.00	2 new Broyhill dumpsters plus freight Replace 4 access panels at City Hall; A/C inspection & repair
Harper Limbach LLC	12,298.01	and new AC Condenser for JPV
Wastequip, LLC	12,754.82	Purchase of 200 64 Gallon Toters due to hurricane loss
Right Now Refrigeration Co.	12,057.52	New Ice Machines at Marina Replace Kohler brand equipment damaged from hurricane
Volt USA, LLC	9,950.00	(generator, air compressor, pressure washer, and more)
Smith Industries, Inc	7,633.88	Fence installation at Marina
<b>Total:</b>	<b>3,511,650.23</b>	

## MILTON EXPENSES INCURRED – LARGEST VENDORS

<b>Vendor</b>	<b>Amount</b>	
Slyce Madeira Beach, LLC	21,770.00	Pizza to feed displaced residents due to hurricane
W & A Cleaning Services, LLC	22,305.00	Temporary Bathroom and Showers cleaning fee
Palm Trees Direct, LLC	16,726.00	Replacement of palm trees for ROC park
Coastal Contracting & Restoration	10,120.37	Repairs made to Marina Ship Store after Hurricane Milton wind damage
Funnel Vision	<u>7,538.81</u>	Food for community following Hurricane Milton
<b>Total:</b>	<b>78,460.18</b>	

# **DAMAGE ASSESSMENT – CURRENT STATUS**

## DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works	Johns Pass Village - 75% of Flexi Pave damaged	\$ 96,965.00	Repairs are scheduled for March 12, 2025
Public Works	Johns Pass Village - 25% Concrete Curbs damaged	\$ 26,725.00	Repairs completed
Public Works	Johns Pass Village - 15% Pavers damaged	\$ 1,300.00	Repairs completed
Public Works	Johns Pass Village - All electric damaged by flood	\$ 39,500.00	Repairs in progress USA Voltage (Contracted)
Public Works	Johns Pass Village - Chamber building flooded 2+ feet	\$ 50,000.00	Waiting on interior demolition proposal
Public Works	Johns Pass Village - HVAC Condenser flooded	\$4,422.54	Harper Limbach LLC Replaced
Public Works	Johns Pass Village - Bell Tower - All wood fascia damaged	\$ 5,000.00	Rotten wood removed and replacement of pine completed
Public Works	Johns Pass Village - Boardwalk- 3 pilings need replaced, 8 sections of handrail loose, 10 sections of cross bracing damaged and West Stairs destroyed	\$50K - \$70K	Waiting on Engineering for new piling specs, 3 pilings have been crutched
Public Works	Johns Pass Village - West stairs completely damaged	\$ 7,250.00	Completed
Public Works	Johns Pass Park - New asphalt damaged 35%		Waiting for direction
Public Works	Johns Pass Park - 60 Parking stops	\$6,000 - \$8,000	Completed
Public Works	Johns Pass Park - Handrail on Walkover damaged completely	\$ 6,838.40	Completed
Public Works	Johns Pass Park - Landscaping park wide destroyed	\$ 55,000.00	New installation of wood barrier and landscaping completed
Public Works	Johns Pass Park - Chainlink fence enclosure damaged from flooding		Waiting for quote for repairs/repalcement
Public Works	Johns Pass Park - Jetty sidewalk damaged during Helene. Lifted several panels and removed one.		Waiting on design plans to send to Army Corp, Pinellas County, & FDEP
Public Works	Johns Pass Park - Restrooms fascia damaged	\$ 1,970.00	Completed
Public Works	Johns Pass Park - 9 Picnic tables gone	\$11,488.13	Completed
Public Works	Johns Pass Park - Camaera Damaged from Pole falling	\$ 277.50	Completed
Public Works	130th Parking lot - New Asphalt scraped in several locations and striping scraped from sand cleanup		Waiting for direction
Public Works	130th Parking Lot / Access - landscaping in dune area damaged from flooding	\$5K - \$10K	Creating Landscape plan

## DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works	130th Parking Lot / Access- Handrail on East side bent		
Public Works	130th Parking Lot / Access- Rules sign and location signs missing	\$300	Collecting inventory for sign order
Public Works	131st Parking Lot / Access- New Asphalt damaged		Waiting for Direction
Public Works	132nd Parking Lot / Access - Parking lot on West Side Gulf Ln Damaged from flooding	\$29,500	Keystone removed and repalced on November 11
Public Works	132nd Parking Lot / Access - Ashpalt on East parking lot scraped		Waiting for Direction
Public Works	132nd Parking Lot / Access - 23 Parking stops damaged	\$2,300	Replaced
Public Works	132nd Parking Lot / Access - Beach Signs missing	\$300	Collecting inventory for sign order
Public Works	132nd Parking Lot / Access - Concrete Curb damaged	\$5K - \$10K	
Public Works	133rd Parking Lot / Access - Bollard missing	\$100	Replaced
Public Works	133rd Parking Lot East - Parking lot damaged	\$5K - \$10K	
Public Works	133rd Parking Lot East - Parking stops missing / damaged 13	\$1,300	Replaced missing
Public Works	134th Parking Lot / Access - Boardwalk damaged boards hand rail damaged on East end		Access closed
Public Works	134th Parking Lot / Access - New Asphalt damaged		Waiting for Direction
Public Works	134th East Parking lot - 7 parking stops damaged	\$700	Completed
Public Works	135th Parking Lot / Access - New Asphalt Damaged		Waiting for Direction
Public Works	135th Parking Lot / Access - Beach Bench Missing	\$461	Replaced
Public Works	Gulf Blvd Undergrounding - 4" conduit from 132nd to 135th on Gulf Ln compacted with sand and needs replaced	\$65K - \$75K	Project started back Feburary 6th and contractor is replacing damaged conduit
Public Works	136th Parking Lot / Access - Beach Walk over completely destroyed	\$9,135	Walkover demo complete, replacmeent cost \$60,028. Mobi Mat in place \$4,995.00
Public Works	136th Parking Lot / Access - Paver driveway damaged on South side	\$7,525	Completed
Public Works	137th Access - Palm trees, and agave's gone	\$5K	Collecting inventory for plant order
Public Works	140th Access - Whole access sloped and damaged on East and West Side		Waiting for proposal

## DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works	Tom & Kitty Stuart Park - Seawall gone		Engineering PO issued \$16,800.00 in progress
Public Works	Tom & Kitty Stuart Park - Beach Walkover gone		Waiting on Engineering
Public Works	Tom & Kitty Stuart Park - Parking lot pavers 50% damaged or missing		Waiting for Seawall and Beach Access
Public Works	Tom & Kitty Stuart Park - Bathroom Trailer gone	\$75K	Waiting for direction and park build out
Public Works	Tom & Kitty Stuart Park - Landscaping & Irrigation gone	\$15K - \$20K	Waiting for build out
Public Works	Tom & Kitty Stuart Park - Utilites damaged		Waiting on Engineering
Public Works	142nd Access - Concrete walkway undermined from flood and collapsed during cleanup	\$ 5,500.00	Waiting for additional quotes
Public Works	148th Access - Concrete walkway undermined from flood and collapsed during cleanup	\$ 23,000.00	Waiting for additional quotes
Public Works	149th Access - Concrete walkway damaged from flood	\$6,000	Waiting for additional quotes
Public Works	Beach Accesses - All signs on East and West side missing along with post U Channel Post	\$5K	Collecting citywide inventory
Public Works	Archibald Park - Asphalt damaged		Waiting for Piggyback proposal from Keystone
Public Works	Archibald Park - Concrete curb and sidewalk damaged		Waiting for Piggyback proposal from Keystone
Public Works	Archibald Park - Sit wall missing top caps and severely damaged	\$19,235	Repairs in progress Mend It Asphalt
Public Works	Archibald Park - Shower pads and railing damaged		Waiting for Piggyback proposal from Keystone
Public Works	Archibald Park - Electric to all light post flooded		Waiting on a proposal from USA Voltage
Public Works	Archibald Park - Handrail damaged on N driveover		Waiting for Welder to repair
Public Works	Archibald Park - Landscaping severely damaged	\$20K - \$25K	Waiting for sand to be cleared on the South side to fully assess
Public Works	Archibald Park - Exit Pillar Damaged	\$ 800.00	Waiting for Contractor schedule
Public Works	Archibald Park - Parking Stops missing		Waiting for Piggyback proposal from Keystone

## DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works	154th Access - Concrete walkway damaged from flood		Waiting for Duke to remove temporary power for neighbor to fully assess concrete
Public Works	154th Access - All signs missing	\$500	Collecting inventory for sign order
Public Works	Patriot Park - All Electrical Damaged due to flooding. New conduit and panels needed	\$ 6,100.00	Electrical repair for building and park
Public Works	Patriot Park - Seawall Bollard Lights damaged due to flooding	\$10K - \$50K	Electrician looking for alternative. Electric or solar
Public Works	Patriot Park - Landscaping Damaged from flooding (Heros garden & Oak trees)	\$5K - \$10K	Compiling a citywide list for plant order
Public Works	133rd & Boca Ciega Ave - Seawall Cap is cracked	\$5K	Waiting for contractor quote
Public Works	133rd & Boca Ciega Ave - Bollards and Paver damage	\$350	Pavers repaired
Public Works	131st & Boca Ciega Dr. Street End- Seawall Cap damaged by neighbors dock	\$2,500	Waiting for contractor to inspect
Public Works	Gulf Blvd Medians - 11 planted medians plants damaged by flooding along with Ground cover of shell	\$10k-30K	Compiling a citywide list for plant order
Public Works	Gulf Blvd Medians- 11 medians electrical panels and wiring damaged	\$5K - \$15K	Waiting for full assessment from USA Voltage
Public Works	Madeira Way Light pole repair	\$ 772.99	lights flooded and needed new wiring COMPLETED

## DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Recreation	ROC Park Curbing		Quoted - Waiting for other contractors to complete work to avoid further damage.
Recreation	Softball Field Netting	\$ 47,000.00	In Process of being repaired.
Recreation	Recreation Center Gutters		Contacted - Waiting on date for Service
Recreation	ROC Park Water Fall - All electrical equipment		Pumps ordered and/or being rehabbed.
Recreation	ROC Park Splash Pad - All Electrical Equipment		Pumps ordered and/or being rehabbed.
Recreation	Floating Dock		Repairs
Recreation	Observation Pier - Hit by Boat		Boat finally removed. Waiting on Repair Quotes
Recreation	Athletic Fields Internet infrastrucutor and Service	\$ -	Completed
Recreation	Pressure Wash All Areas of ROC Park Touched by Flood Waters		50% Complete
Recreation	Pressure Wash All Areas of Athletic Complex Common Area		Waiting for other contractors to complete work to avoid further need.
Recreation	ROC Park Trees - Dead due to Storm	\$ 16,726.00	Completed
Recreation	Irrigation System		In Process of being repaired.
Recreation	Electric Throughout ROC Park		Repaired
Recreation	Shade Structures in Athletic Field Area	\$ 10,605.00	In Process of being repaired.
Recreation	Temporary Fence on Field 3	\$ 16,137.15	Complete
Recreation	Various Fence Repairs throughout the Complex		Waiting for other contractors to complete work to avoid further need



# DAMAGE ASSESSMENT – FACILITIES

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Building & Comm. Dev.	1st Floor of City Hall Flood Damage	\$ 250,000.00	Repair in process
Building & Comm. Dev.	ServPro has removed all damage from 1st floor	\$ 135,452.64	
Building & Comm. Dev.	Building & Comm. Dev. contents	\$ 55,000.00	
Marina	Sofit and facia damaged dry wall and ceiling tiles	\$ 10,226.93	Replaced
Recreation	ServPro cost to remove flooded area in Rec. Center	\$ 75,668.99	
Recreation	Rec. Center building contents	\$ 21,086.00	
Recreation	Shed at school fields	\$ 3,255.00	
Recreation	Concession stand, including portable fence	\$ 25,880.00	

# DAMAGE ASSESSMENT – VEHICLES

<b>Responsible Department</b>	<b>Description of Damage</b>	<b>Estimated Cost to Repair or Replace</b>	<b>Current Status of Repair or Replacement</b>
Parking	2022 Kubota - flood damage #94	\$ 22,534.22	total per city mechanic, needs to be disposed
Parking	2019 Chevy Equinox - flood damage #96	\$ 22,823.00	totalled and disposed
Stormwater	2019 Elgin Street Sweeper #77	\$ 295,000.00	totalled and needs to be disposed
Public Works Admin	2003/04 Ford F550 Dump Truck #Old 19	\$ -	on surplus lot

## DAMAGE ASSESSMENT – EQUIPMENT

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works Admin	K & K Message Board #T-12	\$ 12,136.00	
Public Works Admin	New Kohler Generator at 141st Stormwater Station	\$ 75,000.00	
Public Works Admin	Old Generator at 141st Storm Station	\$ 30,000.00	
Public Works Admin	Bathroom Trailer at Kitty Stuart Park	\$ 56,900.00	totalled needs to be replaced, new one purchased
Archibald	2023 Triple Crown Utility Trailer T-16	\$ 3,066.59	
Public Works Admin	1990 Trailer mounted generator #08	\$ 18,956.00	likely cost to replace \$30,000
Recreation	2020 Big Tex Trailer #T-1	\$ 3,500.00	
Recreation	John Deere Gator	\$ 5,000.00	Needs to be taken to John Deere for Quote
Recreation	John Deere 3 Wheel Sand Rake; Water Damage from Rain	\$ 2,484.74	Completed
Recreation	Kohler Command Mower	\$ 15,000.00	Has not begun due to the School Field being used for school activities.
Recreation	Pallet of Rye Grass for Ball Fields	\$ 3,850.00	Completed
Recreation	Athletic Field Equipment Damaged by Flooding	\$ 3,744.88	Completed
Marina	2 Fuel Pumps - PMC	\$ 31,648.66	Quote received
Marina	Control Box for Fuel pumps	\$ 1,385.00	Purchased
Marina	2 Koolair Ice Machines	\$ 12,037.52	Replaced
Marina	Marine Sani pump-out motor & Control Box submerged under water	\$ 4,143.20	Replaced
Marina	Front Security Gate - Viking electrical short from water damage	\$ 7,633.88	Replaced
Marina	Security Camera Control Box X4 corroded from salt water and mud	\$ 2,120.50	Replaced Waiting on Invoice
Marina	Boat Lift Control Box X8 - TEC II mud, silt and moisture damage	\$ 8,000.00	Quote Recived
Marina	Main Breaker Panels for Docks - Eaton Breakers	\$ 14,053.00	Repaired
Marina	Dock Power Pedestals-Eaton submerged in water	\$ 64,862.00	Pedestal Only, Labor not included
Marina	25 dock boxes ripped off their anchors and floated away	\$ 10,998.75	Waiting to Purchase
Marina	Dock boards, pilings and finger piers damaged due to wind and waves		Replaced Waiting on Invoice
Marina	Gondola Displays 5 units received water damage and swelling	\$ 2,325.00	Waiting to Purchase
Marina	120 feet of Vinyl Fence blown apart by Milton	\$ 6,360.00	Waiting for Quote
Marina	Aluminum Awning blown away	\$ 1,058.97	Replaced
Marina	Marina Sign wind damage	\$ 7,000.00	Quote Received
Marina	10x10 shed	\$ 3,995.00	
Building & Comm. Dev.	2 Konica copiers	\$ 3,361.00	
Stormwater	Transformer at 141st Stormwater Station	\$ 9,950.00	Completed
Stormwater	Flygt Control Panel at 141st Stormwater Station	\$ 2,190.00	Relay replaced at station (Euautomation)
Stormwater	Flygt Model submersible pump for 141st Stormwater Station	\$ 41,481.90	PO issued and waiting for pump to arrive



# Memorandum

**Meeting Details:** February 26, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Johns Pass North Jetty Update

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## Background

Staff met with U.S. Army Corp staff on December 12, 2024, to discuss permitting needs to replace the sidewalk on the Johns Pass North Jetty. During the meeting Army Corp staff verbally deemed the replacement as exempt as the project is above the mean high tide line (MHTL) and will not change the original state of the jetty (rocks). At the direction of U.S. Army Corp., staff completed a permit application for exemption on December 16, 2024, and submitted via email. Confirmation from U.S. Army Corp stating the project has been assigned to staff on December 31, 2024, and to wait 20 days before reaching out. On January 10, 2025, U.S. Army Corps Tampa Permit section relayed that the project area was more than 100 feet away from the federal channel, so a 408-section permit was not needed. On January 14, 2025, Pinellas County Staff reached out to Ashleigh Fountain, Project Manager for U.S. Army Corps of Engineer Jacksonville District asking about a Section 408 permit being needed for this project and received word back on January 30, 2025, that the project will need a 408 permit.

A meeting was held on January 9, 2025, with Pinellas County Staff to discuss the replacement of the sidewalk that sits atop the jetty. County staff have asked to see the design plans to make the determination if a permit will be required. Pinellas County staff mentioned that if the sidewalk sits in the same footprint, they do not believe that a permit will be needed but will require the city to sign a sidewalk agreement. This sidewalk agreement will determine that the city will be solely responsible for all maintenance and liability of the sidewalk. As of 2-13-25 staff has not received any sidewalk agreement from Pinellas County.

January 10, 2025, FDEP confirmed that a permit will be required for the reconstruction of the sidewalk. Once the design is completed staff will send over to FDEP to indicate whether a field permit can be issued for the work or if a permit application will need to be submitted for review through the Coastal Construction Control Line permitting office.

As mentioned in the BOC regular meeting on January 8, 2025, staff has received a quote for a Mobi Mat of 120 ft X 6.5 wide for \$6,205.00. The mobi mat will act as a temporary mobility area for residents and visitors to be able to walk out to the beach area with more ease. This mat will sit just north of the rocks on top of the sand.

AccessRec is another supplier for mobility mats and has reached out and supplied a quote for a 6-foot wide by 120ft Blue mat for a cost of \$4,963.34. This mat is woven differently than the mobi mats and has a savings of \$1,241.66.

### **Fiscal Impact**

The fiscal impact for a temporary mobility mat is \$4,963.34. Staff is awaiting final design to be able to estimate the repair cost of the permanent sidewalk.

### **Recommendation(s)**

### **Attachments**

- Mobi Mat Quote
- Accessrec quote
- Pictures

Deschamps Mats Systems, Inc.  
 218 Little Falls Rd, #12  
 Cedar Grove, NJ 07009

Date	Quote #
1/13/2025	E11368

Customer	Ship To
Madeira Beach 300 Municipal Dr. Madiera Beach, FL 33708	Madeira Beach 503 150th Ave. Madeira Beach, FL 33708 Megan Wepfer (727) 543-8154

Terms	Rep	FOB	Quotation valid until
Net 30	JGSPR	New-Jersey	3/30/2024

Item	Description	Qty	Cost	Total
300267-3040	Mobi-mat (RecPath) AFX blue jay 6.5' x 100' 2h 20" staples + spikes	1	5,199.00	5,199.00
300265-1520	Mobi-mat (RecPath) AFX blue jay 6.5' x 20' 2h 20" staples + spikes	1	1,399.00	1,399.00
DISCOUNT	Discount		-727.00	-727.00
DELIVERY FL	Boxing/crating, Shipping, Handling, Delivery		334.00	334.00

Freight Quote is an estimate only and may be subject to change at time of shipment	<b>Subtotal</b> \$6,205.00
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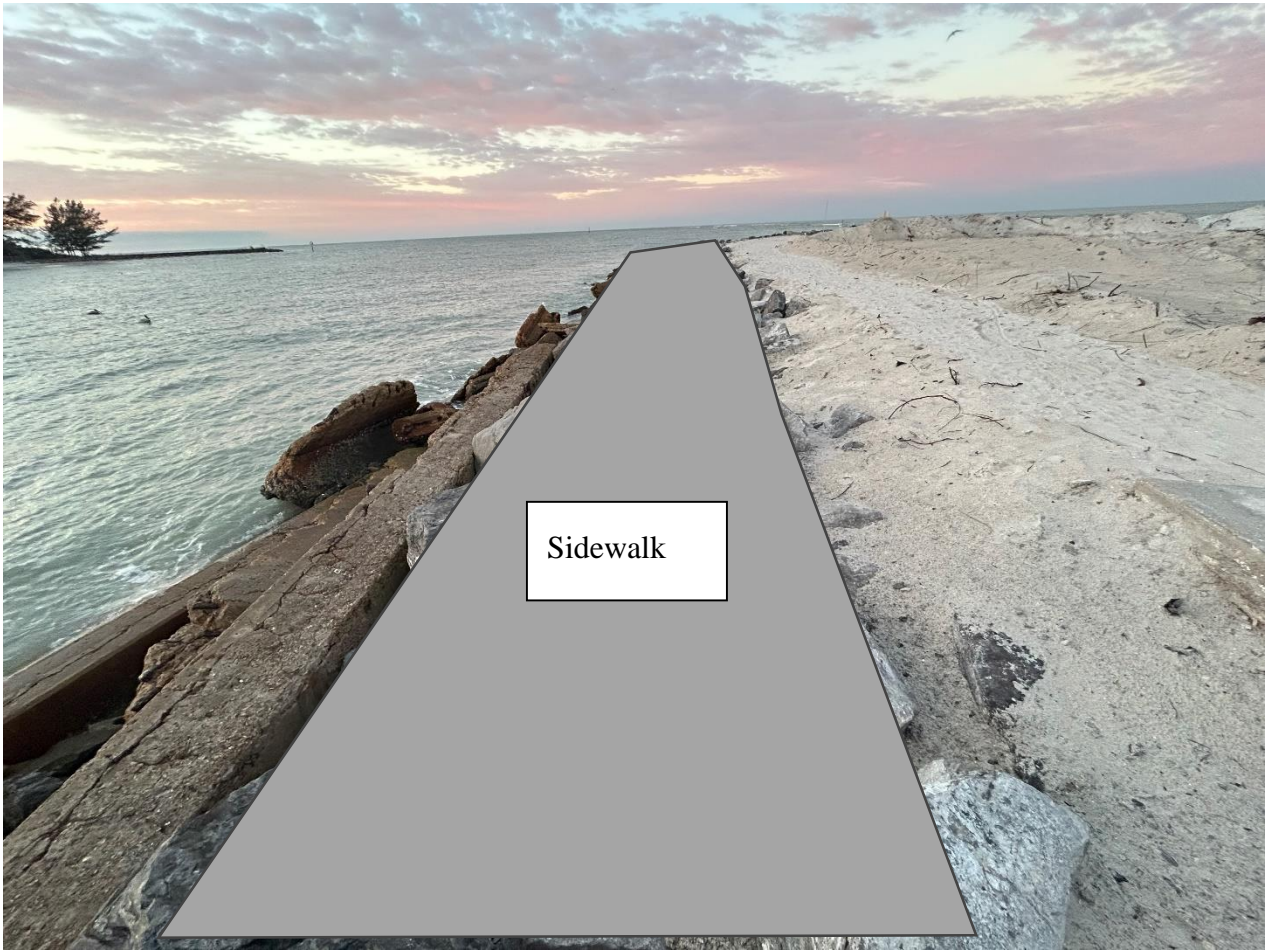
If authorized by your terms of sales or approved by your representative your signature below will act as consent to proceed with this order as quoted and will become a binding agreement to purchase. Credit Card Payments will be assessed a 3.5% fee.	<b>Sales Tax (0.0%)</b> \$0.00
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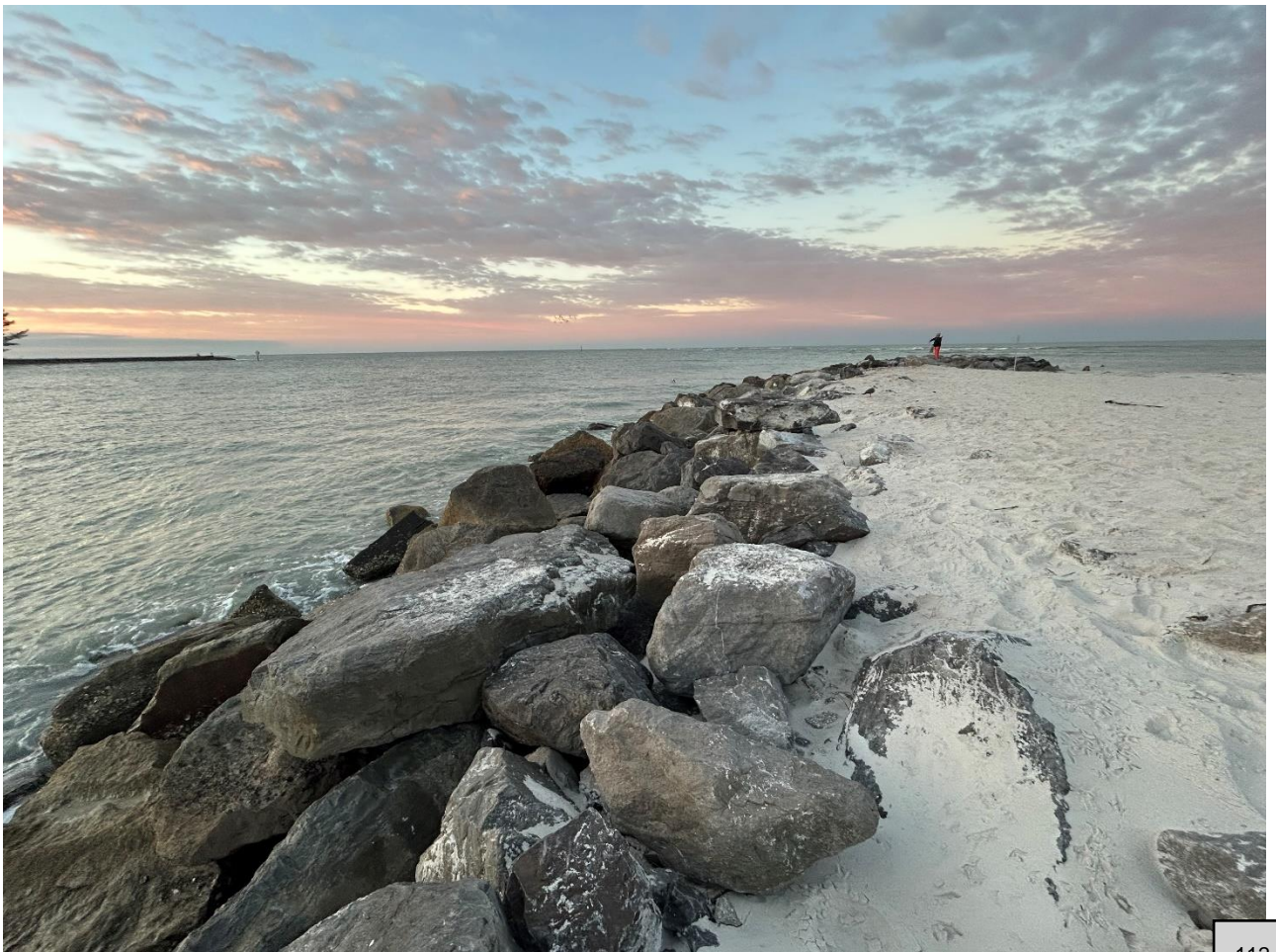
	<b>Total</b> \$6,205.00
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Currency Shown in U.S. Dollar - Foreign customers please remit payment in USD to avoid re-invoicing of any exchange rate loss or fees.

**Signature**

\_\_\_\_\_











**ACCESSREC**

67 Sand Park Road - Suite A

Cedar Grove, NJ 07009 +19739550514 sales@AccessRec.com www.accessrec.com

Item 8A.



# Estimate

**ADDRESS**

Magan Wepfer  
City of Madeira Beach  
Municipal Dr,  
Madeira Beach, FL 33708  
C: 727-543-8154  
United States

**SHIP TO**

Magan Wepfer  
City of Madeira Beach  
150th Ave  
Madeira Beach, FL 33708  
C: 727-543-8154  
United States

**ESTIMATE # 2546 DATE**

01/27/2025 **EXPIRATION DATE**  
02/27/2025

**PAYMENT TERMS**

Day Net

**SALES REP.**

SJ

SKU	ITEM	QTY	UNIT COST	AMOUNT
AM6-100-BL	<b>ACCESSMAT® BLUE 6x100 KIT</b> NON WOVEN recycled polyester roll out mat 6' x 100' - Blue color Incl. stake & strap & cap & plug & alu. connector Ltd. Warranty 5 Yrs. Avoid installing ACCESSMAT® on slopes greater than 5%.	1	4,569.00	4,569.00
AM6-CUST-BL	<b>ACCESSMAT® BLUE 6xCUST KIT</b> NON WOVEN recycled polyester roll out mat 6' x 20' Cust. Length - Blue color Incl. stake & strap & cap & plug & alu. connector Ltd. Warranty 5 Yrs. Avoid installing ACCESSMAT® on slopes greater than 5%. Forklift on site	1	1,284.00	1,284.00

\*FOB Madeira Beach, FL 33708

\* Preferred payment by check.

\* 3.5% convenience fee with Credit Card or PayPal payment.

\* Wire transfer fee should be covered with the transfer.

SUBTOTAL	5,853.00
DISCOUNT 22%	-1,287.66
SHIPPING	398.00
<b>TOTAL</b>	<b>\$4,963.34</b>

NO REFUNDS, EXCHANGES, OR RETURNS. ALL SALES ARE FINAL.

Accepted By

Accepted Date

THANK YOU FOR SPREADING HAPPINESS!



# Memorandum

**Meeting Details:** February 26, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** ITB 25-02 Purchase Rear Load Replacement Containers Contract  
Approval

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## **Background**

The City of Madeira Beach provides various size dumpsters to both commercial and multifamily properties within our city limits. There are over 200 dumpsters ranging from 1 yard to 3 yard serving condos to restaurants and being picked up anywhere from two times a week to everyday. Due to Hurricane Helene every dumpster was submerged and is showing signs of failure. Each dumpster will need to be replaced within the next few months. Several dumpsters vanished and have not been located, most likely have ended up in the waterways. On average we spend around \$30,000 each year replacing dumpsters, which is what prompted staff to place an invitation to bid (ITB) out for public solicitation for a 3-year contract to ensure we receive the best price per dumpster possible. Three bids were submitted and Iron Container, who is our current vendor, is the lowest and the most responsible as they were able to provide a price for each container requested.

The City of Madeira Beach has been purchasing dumpsters from Iron container for several years and has never had an issue. Iron container is also local in South Florida so freight is much lower than any other competitor.

## **Fiscal Impact**

The fiscal impact

## **Recommendation(s)**

Staff recommends the Board of Commissioners approve the contract with Iron Container for a 3 year term.

**Attachments**

- **Iron Container bid submittal**
- **Bid Tabulation Sheet**

**BID PRICING EXHIBIT A**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the complete list of the requested dumpster sizes and per year pricing.

**DUMPSTERS MUST MEET THE FOLLOWING MINIMUM CRITERIA:**

Rear load containers with a minimum 10 Gauge Steel bottom, minimum 12 Gauge Steel sides, Painted inside and out UPS Brown, Bump tubes, lids, lid rods, drain plug, caster plate, and all swivel casters.

Size	Year 1 Price	Year 2 Price	Year 3 Price
1 Yard Rear	\$509.00	\$537.00	\$568.00
1.5 Yard Rear	\$553.00	\$583.00	\$617.00
2 Yard BOX	\$594.00	\$627.00	\$663.00
2 Yard Square Rear	\$594.00	\$627.00	\$663.00
3 Yard Rear	\$778.00	\$820.00	\$868.00
6 Yard Rear	\$1178.00	\$1242.00	\$1314.00

**PAYMENT TERMS:**

Payment will be made only after the goods have been received and inspected.

Vendor: Iron Container, LLC.

Date: 01/24/2025

**ADDITIONAL MATERIALS/ADDENDA**

**Additional Materials submitted (mark one):**

- No additional materials have been included with this bid
- Additional Materials attached (describe--attach additional pages if needed)

**Addenda** Bidders are responsible for verifying receipt of any addenda issued by checking demandstar which can be accessed through the City's website at <http://www.madeirabeachfl.gov> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda Number	Initial to acknowledge receipt

Vendor Name Iron Container, LLC. Date: 01/24/2025

**VENDOR INFORMATION**

Company Legal / Corporate Name: Iron Container, LLC.

Doing Business as (if different than above): \_\_\_\_\_

Address: 8505 NW 74th St

City: Miami State: FL Zip: 33166

Phone: 305-726-2150 Fax: \_\_\_\_\_

Email address: mcrook@ironcontainer.com Website: www.ironcontainer.com

State License#: \_\_\_\_\_ PCCLB License #: \_\_\_\_\_

DUNS #: 830008947

**Remit to address (if different than above):**

**Order from address (if different from above):**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this bid:**

Name: Michaela Crook Fax: \_\_\_\_\_

Phone: 754-332-4005 E-Mail Address: mcrook@ironcontainer.com

**Day-to-Day Project Contact (if awarded):**

Name: Krista Agamie Fax: \_\_\_\_\_

Phone: 305-720-5564 E-Mail Address: kagamie@ironcontainer.com

\_\_\_\_\_ Certified Small Business Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://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.  
Iron Container, LLC

**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.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

**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.

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) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
8505 NW 74th Street

**6** City, state, and ZIP code  
Miami, FL 33166

**7** List account number(s) here (optional)

Requester's name and address (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**

8	1	-	4	1	9	8	1	0	8
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## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ 1/4/2024

## 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](http://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.



**Iron Container, LLC**  
**Waste Equipment Manufacturing**

January 28, 2025

City of Madeira Beach  
Procurement and Contracts Division  
Megan Wepfer  
300 Municipal Drive.  
Madeira Beach, FL. 33708

RE: Authorization to Sign Contracts

Dear Ms. Wepfer,

This letter authorizes Michaela Crook of Iron Container, LLC to act in all matters pertaining to the signing of contracts on behalf of Iron Container, LLC in Miami, FL. until you are formally notified in writing otherwise.

This document of authorization does not limit the power of Michaela Crook to act on Iron Container, LLC's behalf, in matters relating to contract execution and bid submittal.

Therefore, by the existence of this instrument, we hereby authorize Michaela Crook to act on our behalf in the above-stated manner.

Please contact Sarahy Pagan at 305-726.2150 or [spagan@ironcontainer.com](mailto:spagan@ironcontainer.com) if any questions arise.

Sincerely,

Sarahy Pagan  
Vice President of Finance

8505 NW 74<sup>th</sup> Street, Miami, Florida 33166  
Main (305)-726-2150 Facsimile (305)-400-4822  
[www.ironcontainer.com](http://www.ironcontainer.com)

SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

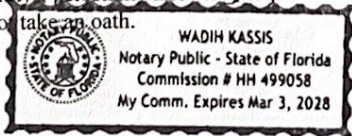
The affiant, by virtue of the signature below, certifies that:

- 1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

Authorized Signature: Michaela Crook
Printed Name: Director of Sales
Title: Iron Container, LLC.
Name of Entity/Corporation

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on, this 27 day of Jan, 20 25, by Michaela Crook (name of person whose signature is being notarized) as the Director (title) of Iron Container, LLC (name of corporation/entity), personally known, or produced [ ] type of identification as identification, and who did/did not take an oath.



Notary Public

Printed Name

Signature: Wadih Kassis
Printed Name: Wadih Kassis


My Commission Expires: 3/3/28
NOTARY SEAL ABOVE

**OFFER CERTIFICATION**

**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Madeira Beach.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

Company Name: Iron Container, LLC.  
 Signature:   
 Printed Name: Michaela Crook  
 Title: Director of Sales  
 Date: 01/24/2025

This CONTRACT made and entered into this 27 day of January, 2025 by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and 8505 NW 74th St., of the City of Miami, County of Miami-Dade, and State of Florida, hereinafter designated as the Contractor".

**WITNESSETH:**

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at their own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

**PROJECT NAME: PURCHASE REAR LOAD REPLACEMENT DUMPSTERS  
PROJECT # ITB No. 25-02**

Size	Year 1 Price	Year 2 Price	Year 3 Price
1 Yard Rear	\$509.00	\$537.00	\$568.00
1.5 Yard Rear	\$553.00	\$583.00	\$617.00
2 Yard BOX	\$594.00	\$627.00	\$663.00
2 Yard Square Rear	\$594.00	\$627.00	\$663.00
3 Yard Rear	\$778.00	\$820.00	\$868.00
6 Yard Rear	\$1178.00	\$1242.00	\$1314.00

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and specifications submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal, which may be hereto attached, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE** and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS**

**CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.**

**CONTRACT**

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2019), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

**City of Madeira Beach:**

**Attest:**

By: \_\_\_\_\_  
**Mayor**

By: \_\_\_\_\_  
**City Clerk**

{Insert Name of Contractor}

By: *Michaela Crook*

Print Name: Michaela Crook

Title: Director of Sales

**CONTRACT**

**Exhibit A – CONTRACTOR BID RESPONSE**

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF MADEIRA BEACH  
IN PINELLAS COUNTY, FLORIDA**

By: (SEAL) City Manager

Countersigned:

By: \_\_\_\_\_  
Mayor: Ann-Marie Brooks

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

(Contractor must indicate whether Corporation,  
Partnership, Company or Individual.)

(Contractor) \_\_\_\_\_



By: \_\_\_\_\_ (SEAL)

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).

**Monmouth Solutions**

Size	Year 1 Price	Year 2 Price	Year 3 Price
1 Yard Rear	\$	\$	\$
1.5 Yard Rear	\$	\$	\$
2 Yard BOX	\$	\$	\$
2 Yard Square Rear	\$1,199.00	\$1,499.00	\$1,799.00
3 Yard Rear	\$1,549.00	\$2,849.00	\$2,149.00
6 Yard Rear	\$2,199.00	\$2,499.00	\$2,799.00

**WasteEquip**

Size	Year 1 Price	Year 2 Price	Year 3 Price
1 Yard Rear	\$869.03	\$869.03	\$869.03
1.5 Yard Rear	\$895.15	\$895.15	\$895.15
2 Yard BOX	\$1,001.92	\$1001.92	\$1001.92
2 Yard Square Rear	\$	\$	\$
3 Yard Rear	\$1,129.48	\$1,129.48	\$1,129.48
6 Yard Rear	\$1,635.86	\$1,635.86	\$1,635.86

**Iron Container**

Size	Year 1 Price	Year 2 Price	Year 3 Price
1 Yard Rear	\$509	\$537	\$568
1.5 Yard Rear	\$553	\$583	\$617
2 Yard BOX	\$594	\$627	\$663
2 Yard Rear	\$594	\$627	\$663
3 Yard Rear	\$778	\$820	\$868
6 Yard Rear	\$1178	\$1142	\$1314





# Memorandum

**Meeting Details:** February 26, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Approval of purchase for rear load containers

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## Background

This memorandum outlines the recommendation to purchase replacement rear load dumpsters in response to the impact of Hurricane Helene. The storm caused substantial damage to the existing dumpsters for all multifamily and commercial properties due to being submerged in saltwater and some washed away. ITB 25-02 Purchase Rear Load Replacement containers submittal prices are reflected in this quote.

Staff proposes the purchase of rear load dumpsters in the following sizes: 1 yard, 1.5 yard, 2 yard, 3 yard, and the potential addition of 6-yard dumpsters. The request is based on the need to accommodate a variety of waste management scenarios and to support efficient operations for ongoing and future waste disposal. The city has over 200 dumpsters servicing multifamily and commercial properties.

- 1 Yard Dumpsters:** Ideal for small residential clean-ups, single-item disposal, or smaller businesses with limited waste generation.
- 1.5 Yard Dumpsters:** Suitable for smaller businesses, offices, and low-volume residential needs.
- 2 Yard Dumpsters:** Standard for medium-sized businesses, small apartment complexes, and commercial properties.
- 3 Yard Dumpsters:** Frequently used by larger residential areas and businesses with regular waste generation.
- 6 Yard Dumpsters (Possibility):** To be considered if larger volumes of waste are anticipated, such as larger commercial properties.

## Fiscal Impact

The fiscal impact is \$36145.00 and will be taken out of the Sanitation fund but submitted to FEMA for reimbursement due to Hurricane Helene.

**Recommendation(s)**

Staff recommends the Board of Commissioners approve the purchase of rear load dumpsters from Iron Container for \$36,145.00

**Attachments**

- **Iron Container quote**



Iron Container, LLC  
8505 NW 74th St  
Miami, FL 33166-2327  
USA

# Sales Quote

#QU0007482

12/24/24

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**Bill-To**

City Of Madeira Beach  
Megan Wepfer  
300 Municipal Drive  
Madeira Beach, FL 33708  
USA

**Ship-To**

City Of Madeira Beach  
Steve 727-600-2362/ M-F/ 7am-Noon  
5000 94Th Street North  
St. Petersburg, FL 33708  
USA

<b>Customer</b>	C000268	<b>Document Date</b>	12/24/24
<b>PO #</b>		<b>Ship Via</b>	
<b>Quote Valid to Date</b>	02/28/25	<b>Payment Terms</b>	Net 30 days
<b>Sales Rep</b>	Krista Agamie		
<b>Email</b>	kagamie@ironcontainer.com		

**Notes**

CityofMadeira- REL- UPDATED (15)3YD, (30)2YD SQ, (36)Casters, (10)1.5YD Box-UPS Brown Inside/Out- Updated (Do Not Delete)

No.	Description	Quantity	Unit Price	Net Price	Amount
REL-3Y-SL-FL	Rear Loader 3YD - Standard  3 Cubic YD. Rear Load - SLANT - 10 GA Bottom - 12 GA sides Includes: Lid Rods and black lids - Drain Plug - Caster Pads and Swivel Casters	15	825.00	825.00	12,375.00
REL-2Y-BX-FL	Rear Loader 2YD - Standard - BOX  2 Cubic Yard Rear Load - BOX / SQUARE -10 GA Bottom - 12 GA sides -Painted - Includes: Lid Rods and Black Lids - Drain Pluq -Caster Pads and Swivel Casters	30	570.00	570.00	17,100.00
REL-1.5Y-BX-FL	Rear Loader 1.5YD - BOX  1.5 Cubic Yard Rear Load - BOX / SQUARE -10 GA Bottom - 12 GA sides -Painted - Includes: Lid Rods and Black Lids - Drain Pluq -Caster Pad	10	553.00	553.00	5,530.00
FELPT-0017	Caster Swivel 6"  * UPS Brown Inside/Outside	76	15.00	15.00	1,140.00

<b>Subtotal</b>	<b>36,145.00</b>
Sales Tax Amount	0.00
<b>Total (USD)</b>	<b>36,145.00</b>

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

Sales Taxes are an estimate only. Actual charges will be calculated at the time of shipping. All orders paid for with credit card are subject to 1% - 4% surcharge fee based upon which credit card network is used. In the event of a dispute between the parties regarding the terms, payment or enforcement of this contract/invoice, the prevailing party in any such action shall recover its reasonable attorney's fees and costs from the non-prevailing party, which shall include the right to seek attorney's fees for collecting attorney's fees. Invoices may accrue interest at 1% per month over the agreed payment terms.

Phone: (305) 726-2150 Site: www.ironcontainer.com

# LANDSCAPE PLAN FOR POCKET PARKS

## MADEIRA BEACH, FLORIDA

POCKET PARKS

CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.



PREPARED BY:



### Sheet List Table

Sheet Number	Sheet Title
L001	COVER SHEET
H-100	OVERALL SITE PLAN & GENERAL NOTES
H-101	HARDSCAPE PLANS
H-102	HARDSCAPE PLAN
H-103	HARDSCAPE PLAN
H-500	HARDSCAPE DETAILS
H-501	HARDSCAPE NOTES
L-101	PLANTING PLANS
L-102	PLANTING PLAN
L-103	PLANTING PLAN
L-500	PLANTING NOTES
L-501	PLANTING DETAILS
IR-101	IRRIGATION PLAN
IR-102	IRRIGATION PLAN
IR-103	IRRIGATION PLAN
IR-501	IRRIGATION DETAILS
IR-502	IRRIGATION DETAILS AND NOTES
APPENDIX A	SURVEY
APPENDIX B	GEO - REPORT

REVISION NO.	DATE	DESCRIPTION

**PRELIMINARY**  
FOR INTERIM REVIEW ONLY  
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:  
MARTIN STEFFEN, FLA 6667366  
NAME LICENSE NO.  
7/3/2024  
DATE  
28000636 FL  
FIRM / BUSINESS NO. STATE

PROJECT NO.: 38545.001  
ISSUED: OCTOBER 2023  
DRAWN BY: IG  
CHECKED BY: LMD  
SCALE:  
SHEET TITLE

COVER SHEET  
  
L001



**GENERAL NOTES:**

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROJECT SITE CONDITIONS AND DETERMINING REQUIRED QUANTITIES AND AVAILABILITY OF ALL MATERIALS PRIOR TO BIDDING. QUANTITIES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF ANY DISCREPANCIES OCCUR BETWEEN QUANTITIES CALLED FOR ON THE PLANT LIST AND THOSE INDICATED ON THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL INSPECT PLANTING AREAS AND VERIFY THAT NO OBJECTIONABLE MATERIALS OR OBSTRUCTIONS ARE PRESENT. PRESENT FINDINGS TO OWNER'S REPRESENTATIVE FOR APPROVAL. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE DRAWINGS. ALL EXISTING SITE FURNISHINGS, PAVING, LANDSCAPE, AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT IMPROVEMENTS FROM DAMAGE AND EROSION INCLUDING BUT NOT LIMITED TO EXISTING PLANT MATERIAL, GRADES, SIDEWALKS, SITE FURNISHINGS, CURBS, AND UTILITIES. ANY ADJACENT IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL, AT A MINIMUM, BE RESTORED TO A STATE EQUAL TO ITS PRE-CONSTRUCTION STATE AT THE CONTRACTOR'S EXPENSE. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS DISTURBED BY OTHER CONTRACTORS OR BY LANDSCAPE INSTALLATION.
- IN GENERAL, THE WORK SHALL PROCEED AS RAPIDLY AS THE SITE BECOMES AVAILABLE. CONTRACTOR TO COORDINATE PROJECT SCHEDULE WITH OWNER'S REPRESENTATIVE. WORK TO BEGIN WITHIN 5 BUSINESS DAYS OF RECEIPT OF NOTICE TO PROCEED.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE WORK, AND SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE CONSTRUCTION OF PLANTING AREAS WITH HARDSCAPE, ELECTRICAL, AND IRRIGATION WORK.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY HOISTING EQUIPMENT NECESSARY FOR THE PLACEMENT OF PLANT MATERIAL.
- COLLECT SOIL SAMPLES AT A MINIMUM OF (3) PLANTING LOCATIONS THROUGHOUT THE PROJECT. SUBMIT TESTING LOCATIONS TO OWNER'S REPRESENTATIVE PRIOR TO TAKING SAMPLES. SAMPLES SHALL BE SENT TO AN APPROVED AGRONOMIC SOILS TESTING LABORATORY. STATING PROPOSED PLANT MATERIAL AT EACH TEST LOCATION. ANALYSIS SHALL INCLUDE, AT A MINIMUM, PH, NPK, ORGANIC CONTENT, TEXTURE, AND SOLUBLE SALTS. SUBMIT RESULTS/RECOMMENDATIONS AND PROPOSED FERTILIZER ANALYSIS/AMENDMENTS TO OWNER'S REPRESENTATIVE. COSTS OF FERTILIZER AND AMENDMENTS ARE TO BE INCLUDED IN THE COST OF THE PROJECT.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE CONDITION OF UNDERGROUND UTILITIES THAT AFFECT PLANTING LOCATIONS. IF ANY CONFLICTS OCCUR BETWEEN PROPOSED LOCATION OF TREES ON THE DRAWINGS AND ANY UNDERGROUND, SUBSURFACE, OR OVERHEAD UTILITIES OR STRUCTURES THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATIONS AND PROTECTION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN, AND ALL PROPOSED UTILITIES ON THESE DRAWINGS.
- IF THE LANDSCAPE CONTRACTOR DAMAGES ANY STAKED OR IN PLACE UTILITIES OR STRUCTURES BY HIS OWN NEGLIGENCE THEY SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, NOTES, AND THE LANDSCAPE SCHEDULE FOR COMPLETE LANDSCAPE INSTALLATION INSTRUCTIONS. NOTIFY OWNER'S REPRESENTATIVE OF ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION OR INSTALLATION.
- THE LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK. ANY DAMAGED PLANT MATERIAL SHALL BE REPLACED WITH PLANTS OF SAME SPECIES (MIN 12' HT, 3" CAL, 6" CT) EQUALING THE TOTAL DIAMETER BREST HEIGHT (DBH) OF THE DAMAGED TREE AND SHALL BE SUBJECT TO ALL REQUIREMENTS HEREIN.
- ALL UNPAVED DISTURBED AREAS WITHIN PROJECT LIMITS SHALL BE SODDED TO MATCH EXISTING TURF. UNLESS OTHERWISE SPECIFIED, ENSURE EXISTING GRADES ARE RE-ESTABLISHED. TRIM EDGES EVENLY AND BUTT SOO PIECES TOGETHER CLOSELY. PEG SOD IN PLACE WHERE SLURGE MAY OCCUR. ALL OTHER AREAS NOT SPECIFICALLY ADDRESSED IN THESE PLANS MUST BE CONSIDERED AT THE CONTRACTOR'S RISK FOR DISTURBING ACTIVITIES. CONTRACTOR IS RESPONSIBLE FOR ACHIEVING STABILIZATION FREE OF WASH-OUTS UNTIL FINAL ACCEPTANCE BY OWNER.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ALL NEWLY INSTALLED PLANT MATERIAL AS NEEDED TO MAINTAIN HEALTH AND VIGOR THROUGHOUT THE 90 DAY MAINTENANCE PERIOD REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION AND/OR RAINFALL.

**DAMAGES AND WARRANTY:**

- ALL PLANT MATERIAL, INCLUDING TRANSPLANTED PLANT MATERIAL, SHALL BE GUARANTEED AT OR ABOVE THE SPECIFIED CONDITIONS THROUGH SUBSTANTIAL COMPLETION AND UNTIL THE END OF THE (1) YEAR WARRANTY PERIOD. MAINTENANCE SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR FOR 90 DAYS AFTER SUBSTANTIAL COMPLETION. AFTER WHICH THE LANDSCAPE CONTRACTOR WILL MAINTAINANCE WITH OWNER'S REPRESENTATIVE. DECLINE IN CONDITION OF PLANT MATERIAL DURING INSTALLATION AND/OR WARRANTY PERIOD SHALL BE GROUNDS FOR REJECTION AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-STAKING OF TREES DURING THE WARRANTY PERIOD. IF NECESSARY, MINIMUM TOLERANCE FROM VERTICAL SHALL BE 3 INCHES. GUYING / STAKING PRACTICES SHALL NOT PERMIT NAILS, SCREWS, WIRES ETC. TO PENETRATE OUTER SURFACE OF TREES OR PALMS. TREES OR PALMS REJECTED DUE TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- THE OWNER AND/OR THE OWNER'S REPRESENTATIVE HAS THE RIGHT TO REJECT ANY AND ALL WORK WHICH DOES NOT MEET WITH THE REQUIREMENTS OF THE SPECIFICATIONS AT ANY STAGE OF THE PROJECT. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK (5 BUSINESS DAYS) OF NOTICE.
- CONTRACTOR TO REQUEST INSPECTION OF PROJECT IN WRITING TO OWNER'S REPRESENTATIVE. IF ALL WORK IS SATISFACTORY AND COMPLETE IN ACCORDANCE WITH CONDITIONS OF CONTRACT DOCUMENTS, THEN THE OWNER AND/OR THEIR REPRESENTATIVE SHALL DECLARE THE PROJECT TO BE SUBSTANTIALLY COMPLETE. SUBSTANTIAL COMPLETION CONSTITUTES THE BEGINNING OF THE 1 YEAR WARRANTY PERIOD AND THE 90 DAY MAINTENANCE PERIOD.
- CONTRACTOR SHALL REMOVE ALL PLANT SAUCERS, GRADE SMOOTH, AND RE-MULCH AS WELL AS REMOVE PLANTING STAKES FROM SITE AFTER THE (1) YEAR WARRANTY PERIOD.

**PROJECT SUBMITTALS:**

- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL FOR ALL PROPOSED MATERIALS INCLUDING BUT NOT LIMITED TO PLANTS, STAKING, SOIL AMENDMENTS, FERTILIZER, MULCH, ETC. PRIOR TO PURCHASING. CONTRACTOR SHALL PROVIDE REPRESENTATIVE SAMPLES OF ALL PLANT MATERIAL ON-SITE FOR REVIEW BY OWNER'S REPRESENTATIVE. NOTIFY OWNER'S REPRESENTATIVE IN WRITING AT A MINIMUM OF 3 BUSINESS DAYS PRIOR TO INSPECTION. IF APPROVED BY OWNER'S REPRESENTATIVE, THEN DATED AND SCALED COLOR PHOTOGRAPHS MAY ALSO BE SUBMITTED.
- ALL PROJECT SUBMITTALS MUST BE COMPLETED AND COMPILED IN AN EASILY REPRODUCIBLE FORM. SUBMITTAL SHEETS THAT ARE NOT LEGIBLE AND REPRODUCIBLE WILL BE REJECTED. SUBMITTAL SHEETS THAT DO NOT CLEARLY IDENTIFY THE PRODUCTS OR MATERIALS SELECTED WILL BE REJECTED.
- CONTRACTOR SHALL SUBMIT TO THE OWNER'S REPRESENTATIVE THE GROWER'S AND/OR STATE INSPECTION CERTIFICATE FOR PLANT MATERIAL TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK.
- PRODUCTS INSTALLED ON THE PROJECT SITE THAT ARE NOT CONSISTENT WITH THE PROJECT SUBMITTALS WILL BE REMOVED AND REPLACED WITH THE PRODUCTS IDENTIFIED IN THE PROJECT SUBMITTAL PACKAGE AT THE CONTRACTOR'S EXPENSE.
- PRIOR TO ISSUING SUBSTANTIAL COMPLETION NOTICE THE CONTRACTOR SHALL SUBMIT TO THE OWNER THREE (3) COPIES OF AS BUILT PLANS DOCUMENTS AND THREE (3) COPIES OF AN ANNUALIZED MAINTENANCE AND OPERATION MANUAL DETAILING ALL SCHEDULES, NURSERY PRACTICES, WATERING REQUIREMENTS, FERTILIZATION, TRIMMING, ETC., FOR ALL PLANT MATERIALS AND PLANT AREAS OF THE PROJECT.

**SITE REQUIREMENTS:**

- CONTRACTOR SHALL AGREE TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN THE CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER.
- LANDSCAPE HOLDING AREA, INGRESS, EGRESS, AND SITE ACCESS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL NOT DISTURB OR IMPED ACCESS TO THE SITE BY OTHERS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAILY CLEANUP OF PREMISES AND REMOVAL OF DISCARDED OR SURPLUS MATERIALS AND RUBBISH IN A LAWFUL MANNER. ANY OPEN PITS OR TRENCHES SHALL BE COMPLETELY AND THOROUGHLY BARRICADED DURING THE WORKDAY AND COMPLETELY FILLED IN AT THE END OF EACH WORKDAY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT REMAINING ON SITE AT THE END OF THE WORK DAY SHALL BE STORED IN AN ORGANIZED FASHION IN THE AREA DESIGNATED BY THE OWNER'S REPRESENTATIVE.
- ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.
- DURING CONSTRUCTION, CREWS ARE REQUIRED TO HAVE AT LEAST ONE (1) ENGLISH SPEAKING PERSON ON SITE.

**SITE PLAN AND COORDINATE GIOMETRY:**

- MONUMENTS AND OTHER SURVEY CONTROL POINTS SHALL BE PROTECTED FROM DAMAGE AND DISTURBANCE. IF ANY CONTROL POINTS ARE DAMAGED OR DISTURBED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER AND REPLACE THE CONTROL POINTS TO THEIR ORIGINAL CONDITION AT HIS OWN EXPENSE.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.

**EXISTING TO REMAIN PLANT CARE:**

- FLAG ALL TREES AND PALMS TO BE SAVED IN PLACE. PROVIDE BARRICADING IN ACCORDANCE WITH LOCAL STANDARDS AROUND TREES AND PALMS TO BE SAVED IN PLACE PRIOR TO SITE DEMOLITION.
- ALL WORK INVOLVING EXISTING TREES TO REMAIN SHALL BE UNDERTAKEN IN THE PRESENCE OF A REGISTERED ARBORIST. ALL TREES AND PALMS TO BE SAVED SHALL BE EXAMINED FOR DAMAGE, DISEASE AND INSECT INFESTATION. PARTS OF THE TREE SHOWING THESE CONDITIONS SHALL BE TREATED OR PRUNED IN ACCORDANCE WITH THE ARBORIST'S RECOMMENDATIONS. REMOVE ALL DEAD LIMBS AND VINES.
- ROOT PRUNE ALL TREES TO BE SAVED PER DRAWINGS PRIOR TO GRADING AROUND TREES.
- TREAT ALL CUTS WITH A FUNGICIDAL BARRIER. BACKFILL THE TRENCH, WITHIN 4 HOURS OF DIGGING, WITH A 1:1 MIXTURE OF SITE SOIL AND SAWDUST OR OTHER FINE ORGANIC MATERIAL. DO NOT COMPACT.
- FERTILIZE THE PLANT AS DIRECTED BY THE CONSULTING ARBORIST.

POCKET PARKS

CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.



REVISION NO.	DATE	DESCRIPTION

**PRELIMINARY FOR INTERIM REVIEW ONLY**

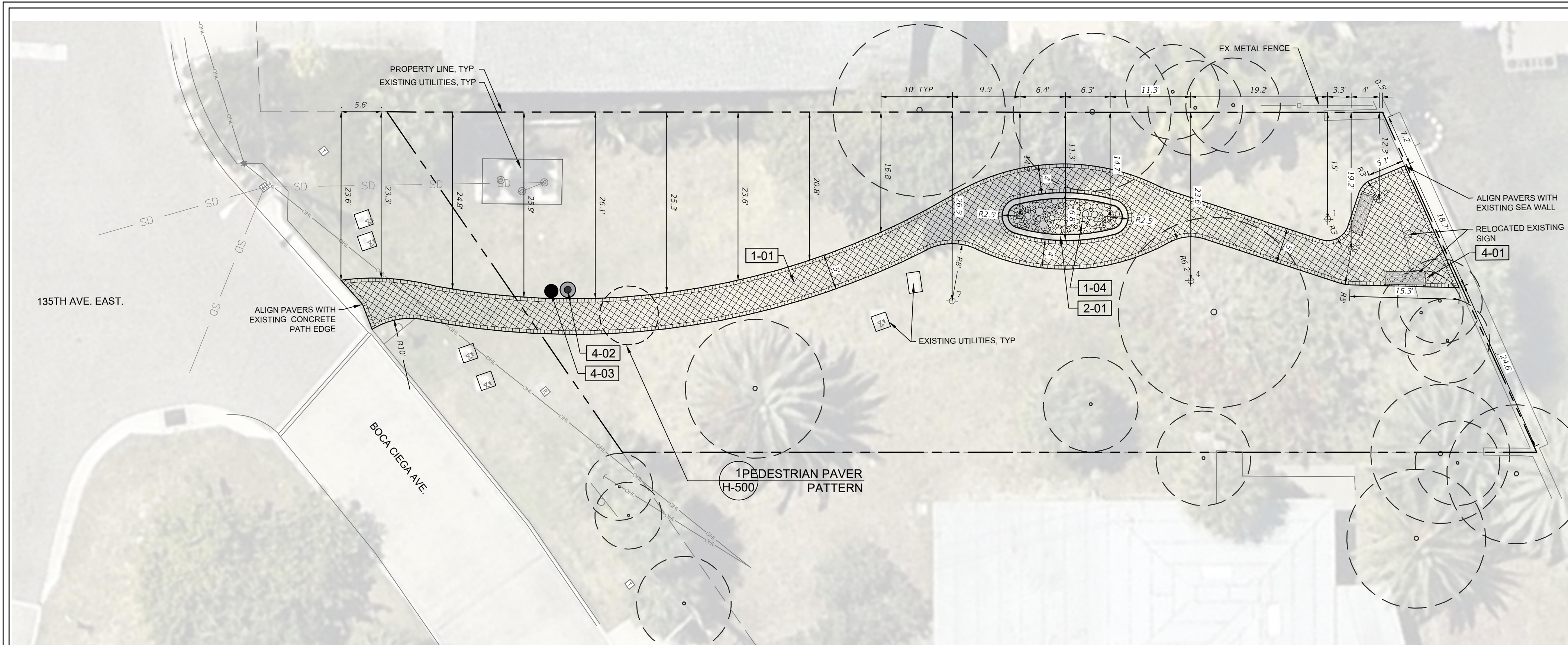
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MARTIN STEFFEN, FLA 6667386  
NAME LICENSE NO.  
DATE 7/3/2024  
2600036 FL  
FIRM / BUSINESS NO. STATE

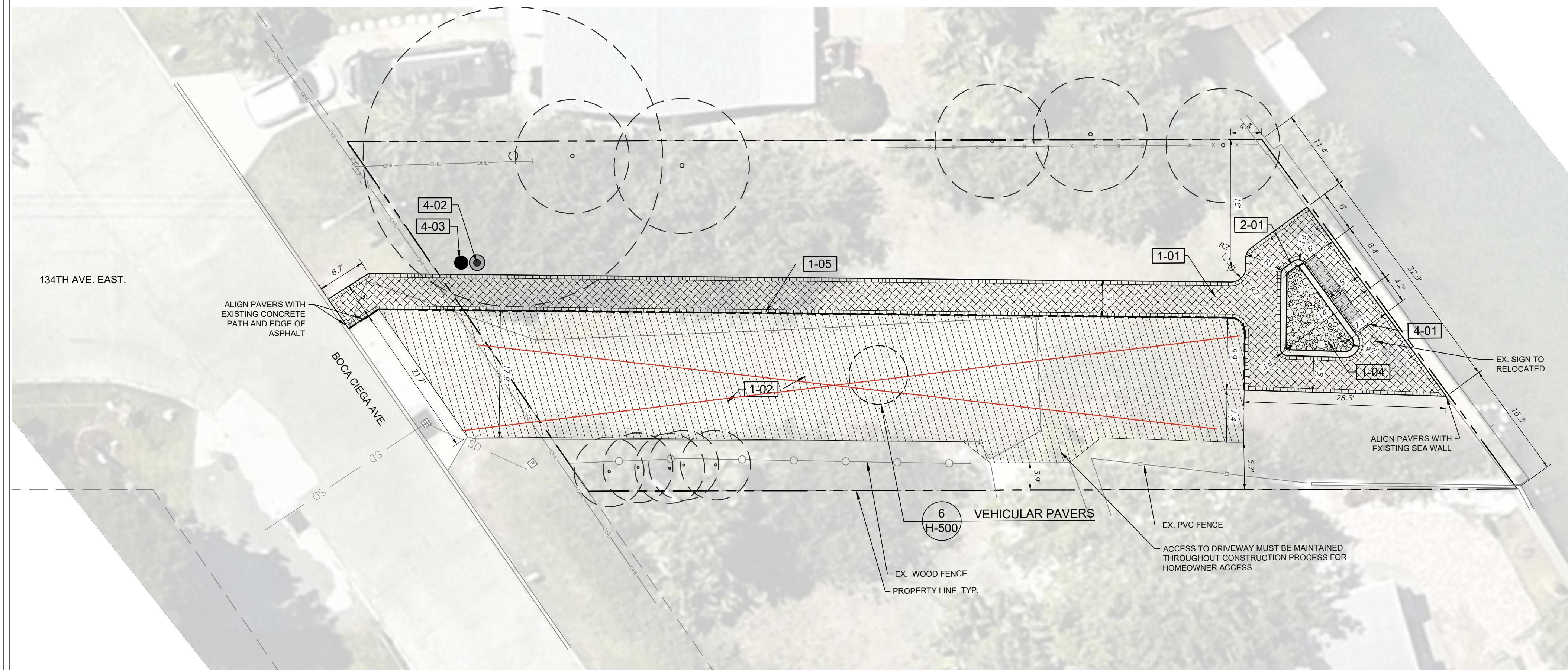
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ISSUED:	OCTOBER 2023
DRAWN BY:	IG
CHECKED BY:	LMD
SCALE:	1" = 80'
SHEET TITLE	

OVERALL SITE PLAN & GENERAL NOTES

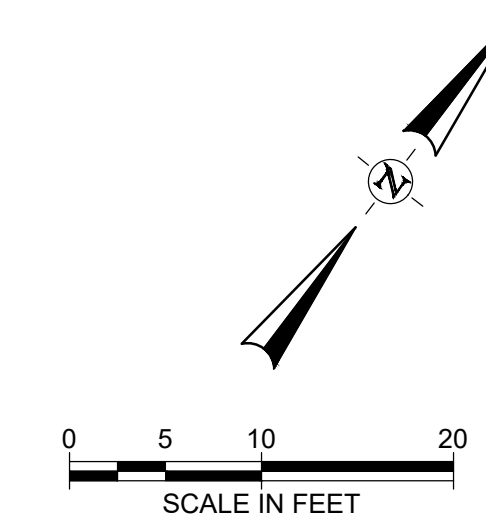
H-100



1 135TH AVE. EAST



2 134TH AVE. EAST



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
1-01	1 PAVEMENTS, CURBS & RAMPS PEDESTRIAN PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	4/4-500
1-02	VEHICULAR PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	6/4-500
1-04	CRUSHED SHELL ROCK SHELL FINES 1/8" - 1/2" TRIPLE WASHED AND UNIFORMLY SPRED, 3" WETTED DEPTH	
1-05	ISOLATION JOINT	
1-06	CONCRETE MOW CURB	4/4-500
2-01	2 STEPS, WALLS & EMBANKMENTS BLOCK WALL WITH CAP - BELGARD CASTLEMANOR, NAPOLI FINISH	5/4-500
4-01	4 SITE FURNISHINGS BENCH - POLYWOOD VINEYARD 48" BENCH. PROVIDED BY CITY OF MADEIRA BEACH	6/4-500
4-02	MOUNTING TRASH RECEPTACLE, 32 GALLON, 26.75" DIA. X 28.75" HT, RECYCLED PLASTIC MATERIAL. PROVIDED BY CITY OF MADEIRA BEACH	7/4-500
4-03	PET WASTE STATION - PET WASTE ELIMINATOR, 12" X 18" ALUMINUM SIGN; DISPENSER BOX; 10 GAL WASTE RECEPTACLE WITH ATTACHED LID; (3) MOUNTING HARDWARE SETS EACH SET INCLUDES: (2) NUTS, BOLTS AND WASHERS. PROVIDED BY CITY OF MADEIRA BEACH	8/4-500

POCKET PARKS

CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.



REVISION NO.	DATE	DESCRIPTION

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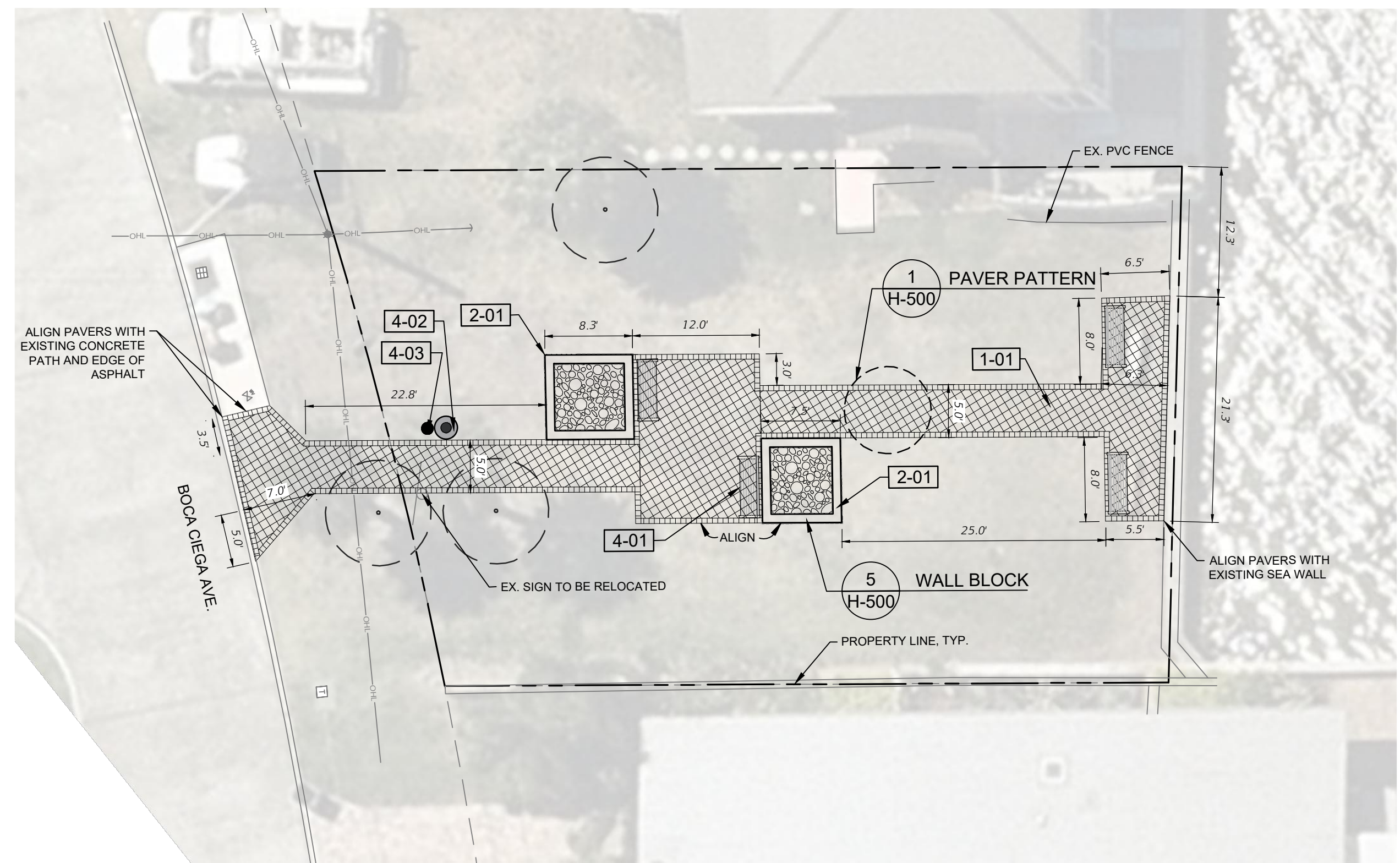
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FIRM / BUSINESS NO. STATE

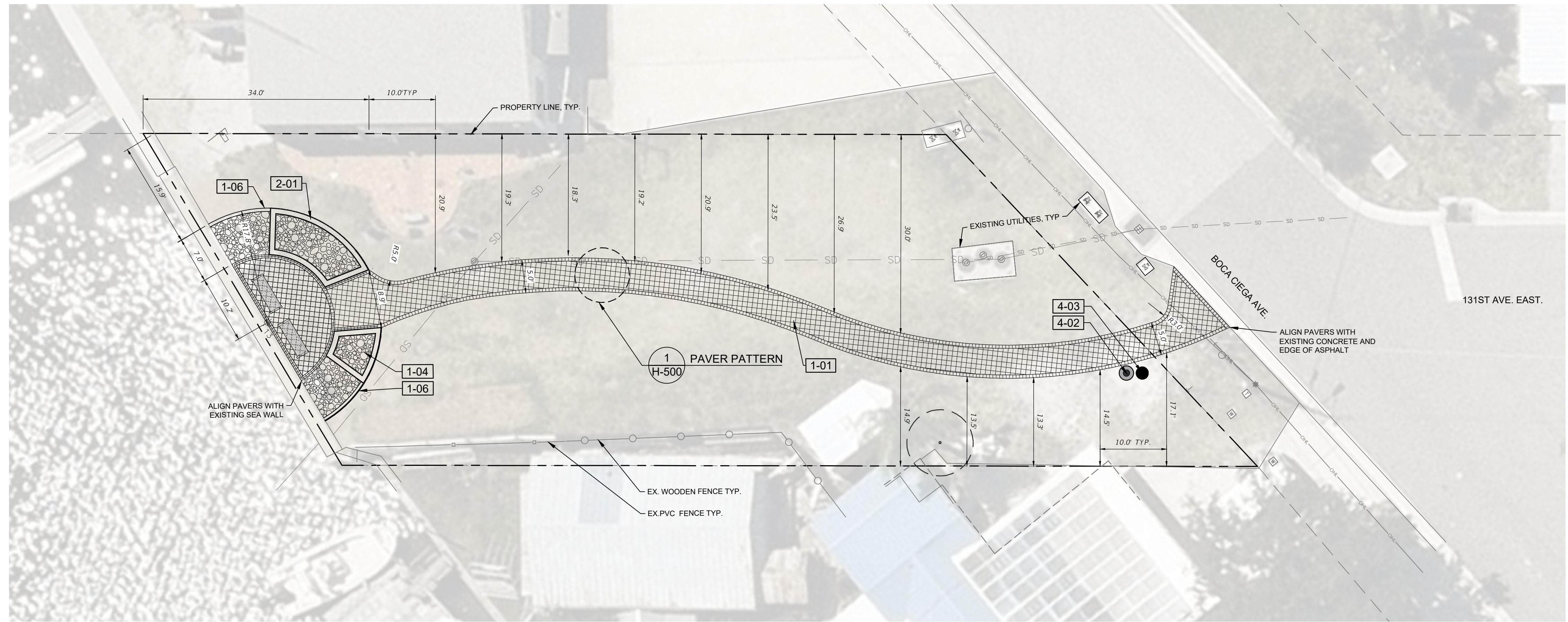
PROJECT NO.: 38545.001  
ISSUED: OCTOBER 2023  
DRAWN BY: IG  
CHECKED BY: LMD  
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SHEET TITLE  
HARDSCAPE PLANS

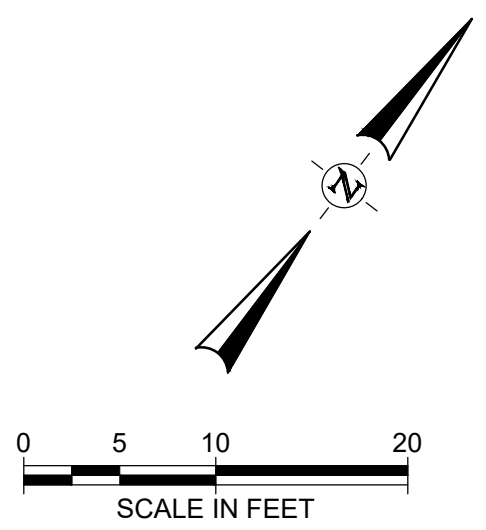
H-101



3 132ND AVE. EAST



4 131ST AVE. EAST



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
<b>1 PAVEMENTS, CURBS &amp; RAMPS</b>		
1-01	PEDESTRIAN PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	4/H-500
1-02	VEHICULAR PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	6/H-500
1-04	CRUSHED SHELL ROCK, SHELL FINES 1/8" - 1/2" TRIPLE WASHED AND UNIFORMLY SPRED, 3" WETTED DEPTH	
1-05	ISOLATION JOINT	
1-06	CONCRETE MOW CURB	4/H-500
<b>2 STEPS, WALLS &amp; EMBANKMENTS</b>		
2-01	BLOCK WALL WITH CAP - BELGARD CASTLEMANOR, NAPOLI FINISH	5/H-500
<b>4 SITE FURNISHINGS</b>		
4-01	BENCH - POLYWOOD VINEYARD 48" BENCH, PROVIDED BY CITY OF MADEIRA BEACH	6/H-500
4-02	MOUNTING TRASH RECEPTACLE, 32 GALLON, 26.75" DIA. X 28.75" HT, RECYCLED PLASTIC MATERIAL. PROVIDED BY CITY OF MADEIRA BEACH	7/H-500
4-03	PET WASTE STATION - PET WASTE ELIMINATOR, 12" X 18" ALUMINUM SIGN, DISPENSER BOX, 10 GAL. WASTE RECEPTACLE WITH ATTACHED LID, (3) MOUNTING HARDWARE SETS EACH SET INCLUDES: (2) NUTS, BOLTS AND WASHERS. PROVIDED BY CITY OF MADEIRA BEACH	8/H-500

FILE NAME: A:\380006\38545\01\LACADD\Sheet1-L-BASE-HARD-38545.001.dwg DATE: July 3, 2024, TIME: 1:24 PM, USER: ah4588

POCKET PARKS

CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.

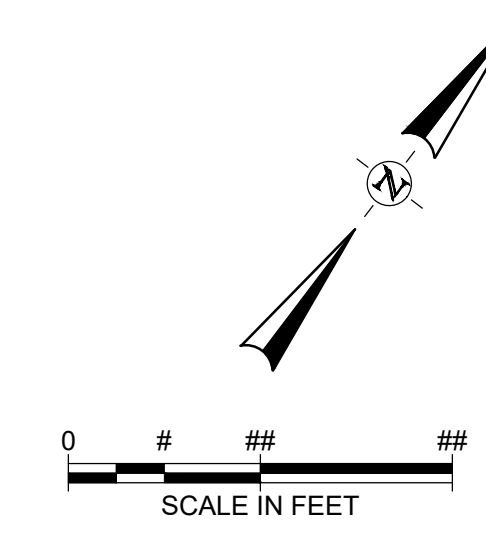
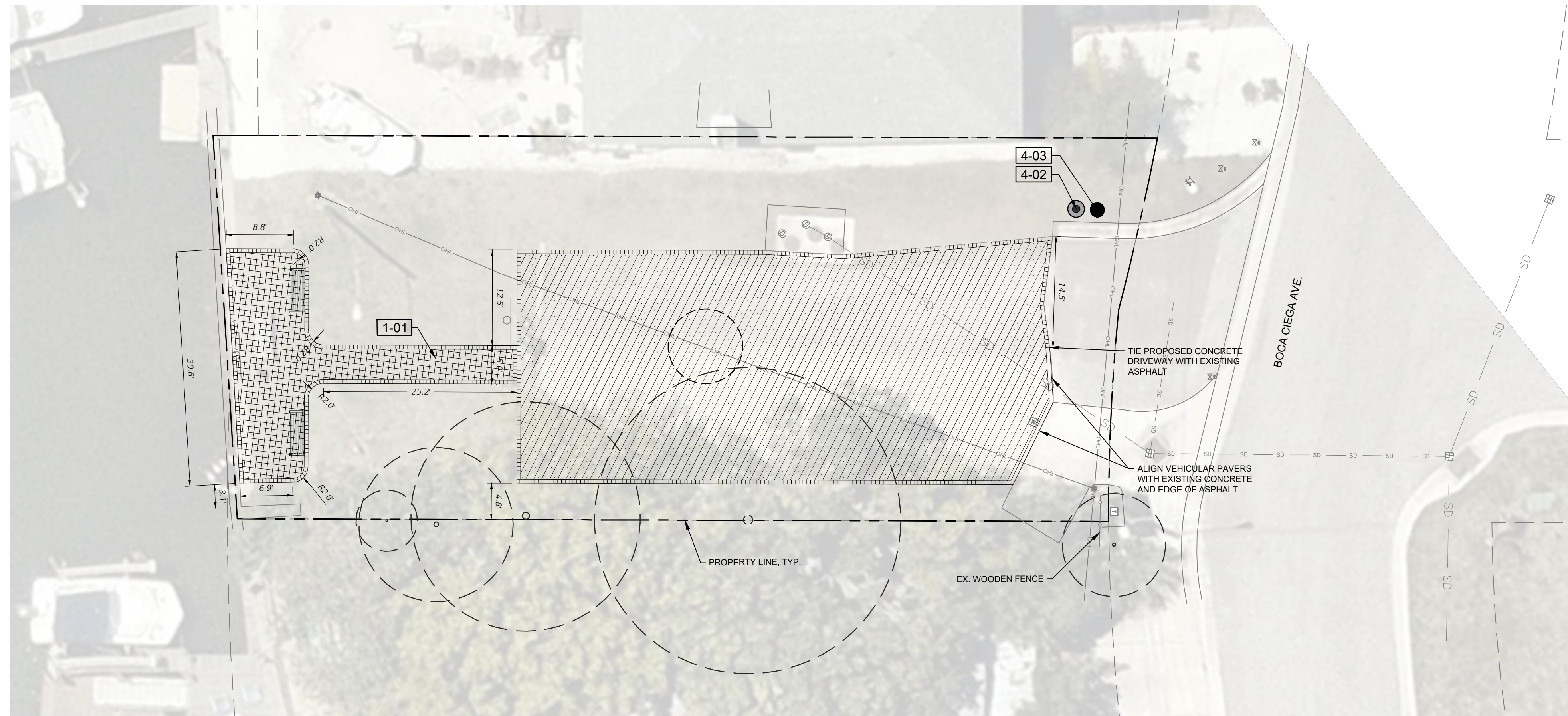


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DATE 7/3/2024  
26000636 FL  
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PROJECT NO.:	38545.001
ISSUED:	OCTOBER 2023
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CHECKED BY:	LMD
SCALE:	1" = 10'
SHEET TITLE	

**HARDSCAPE PLAN**  
  
H-102



**REFERENCE NOTES SCHEDULE**

1 PAVEMENTS, CURBS & RAMPS		DETAIL
SYMBOL	DESCRIPTION	
[Symbol]	1-01 PEDESTRIAN PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	4H-500
[Symbol]	1-02 VEHICULAR PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	6H-500
[Symbol]	1-04 CRUSHED SHELL ROCK, SHELL FINES 1/8" - 1/2" TRIPLE WASHED AND UNIFORMLY SPRED, 3" WETTED DEPTH	
[Symbol]	1-05 ISOLATION JOINT	
[Symbol]	1-06 CONCRETE MOW CURB	4H-500
2 STEPS, WALLS & EMBANKMENTS		DETAIL
SYMBOL	DESCRIPTION	
[Symbol]	2-01 BLOCK WALL WITH CAP - BELGARD CASTLEMANOR, NAPOLI FINISH	5H-500
4 SITE FURNISHINGS		DETAIL
SYMBOL	DESCRIPTION	
[Symbol]	4-01 BENCH - POLYWOOD VINEYARD 48" BENCH, PROVIDED BY CITY OF MADEIRA BEACH	6H-500
[Symbol]	4-02 MOUNTING TRASH RECEPTACLE, 32 GALLON, 28.75" DIA. X 28.75" HT., RECYCLED PLASTIC MATERIAL. PROVIDED BY CITY OF MADEIRA BEACH	7H-500
[Symbol]	4-03 PET WASTE STATION - PET WASTE ELIMINATOR, 12" X 18" ALUMINUM SIGN, DISPENSER BOX, 10 GAL. WASTE RECEPTACLE WITH ATTACHED LID, (3) MOUNTING HARDWARE SETS EACH SET INCLUDES: (2) NUTS, BOLTS AND WASHERS. PROVIDED BY CITY OF MADEIRA BEACH	8H-500

5 132ND AVE. EAST

FILE NAME: A:\380006\38545\01\LACADD\Sheets\I-BASE-HARD-38545\01.dwg DATE: July 3, 2024, TIME: 1:24 PM, USER: ah4588



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7/3/2024  
DATE

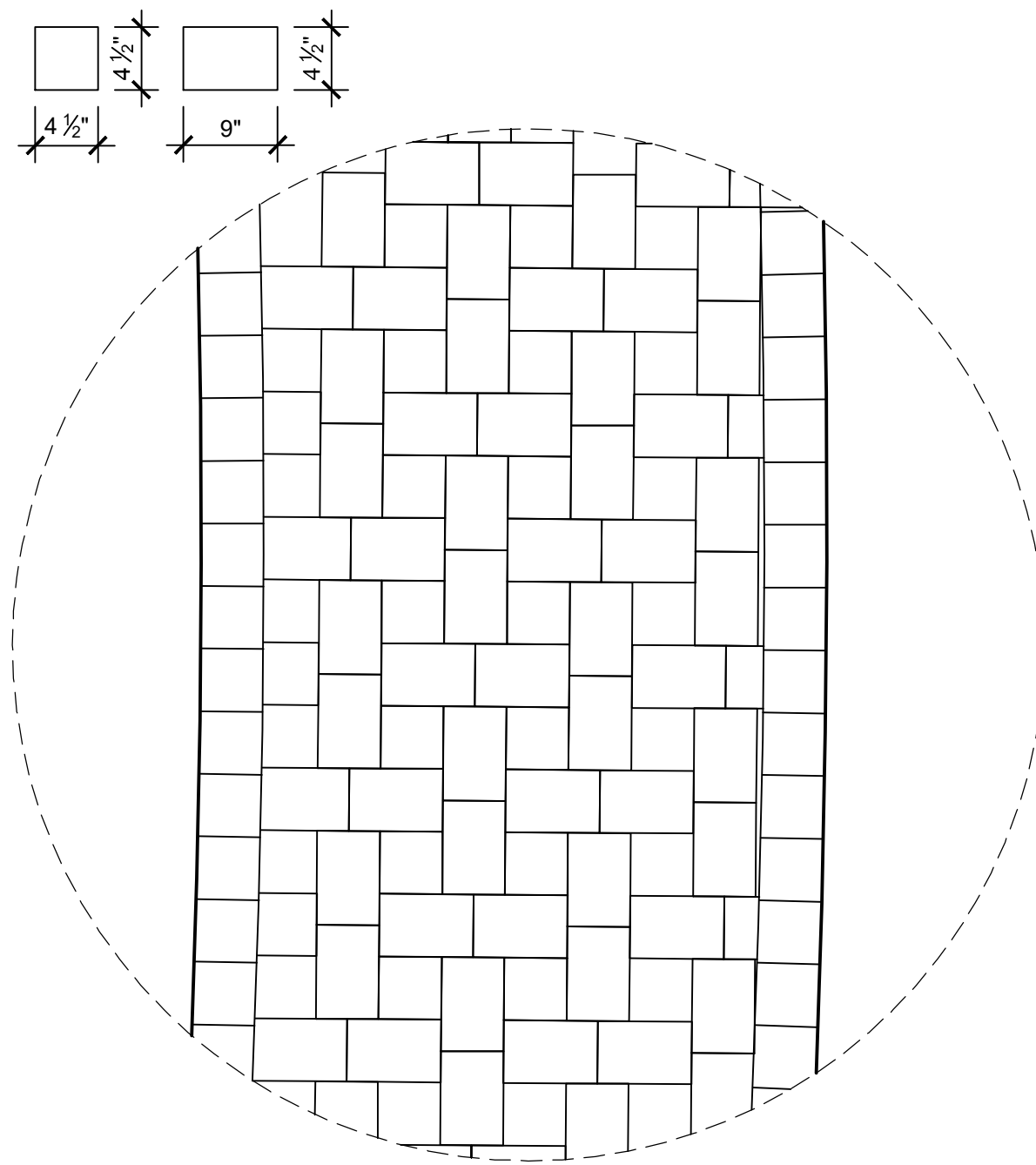
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FIRM / BUSINESS NO. STATE

PROJECT NO.: 38545.001  
ISSUED: OCTOBER 2023  
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CHECKED BY: LMD  
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SHEET TITLE  
**HARDSCAPE PLAN**  
**H-103**



**PEDESTRIAN PAVERS**

- (2) PIECE - PATTERN B - BELGARD
- 40% 4 1/2" x 4 1/2" x 3 1/8"
- 60% 4 1/2" x 9" x 3 1/8"



**PAVER NOTES:**

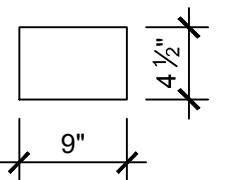
- CONTRACTOR TO INSTALL ALL PAVERS PER MANUFACTURE'S SPECIFICATIONS
- ALL AREAS OF PAVERS AS SHOWN ON THE PLANS SHALL BE SET WITH FLUSH TOP SURFACE AND SHALL MAINTAIN A MINIMUM SLOPE OF 0.5% UNLESS OTHERWISE NOTED ON THE PLANS OR DETAILS.
- BEDDING SAND SHALL CONFORM TO THE GRADING REQUIREMENTS OF ASTM C33. MASON SAND IS NOT ACCEPTABLE. ALL BEDDING SAND SHALL BE SCREENED TO AN EVEN THICKNESS.
- ALL AREAS OF PAVERS SHALL COMPLY WITH CURRENT ADA (AMERICANS WITH DISABILITIES ASSOCIATION) REQUIRED FOR ACCESSIBLE ROUTES.
- ALL PAVERS "CUTS" SHALL BE MADE WITH A SPLITTER OR MASONRY SAW.

**1 PEDESTRIAN PAVER PATTERN**

3/4" = 1'-0"

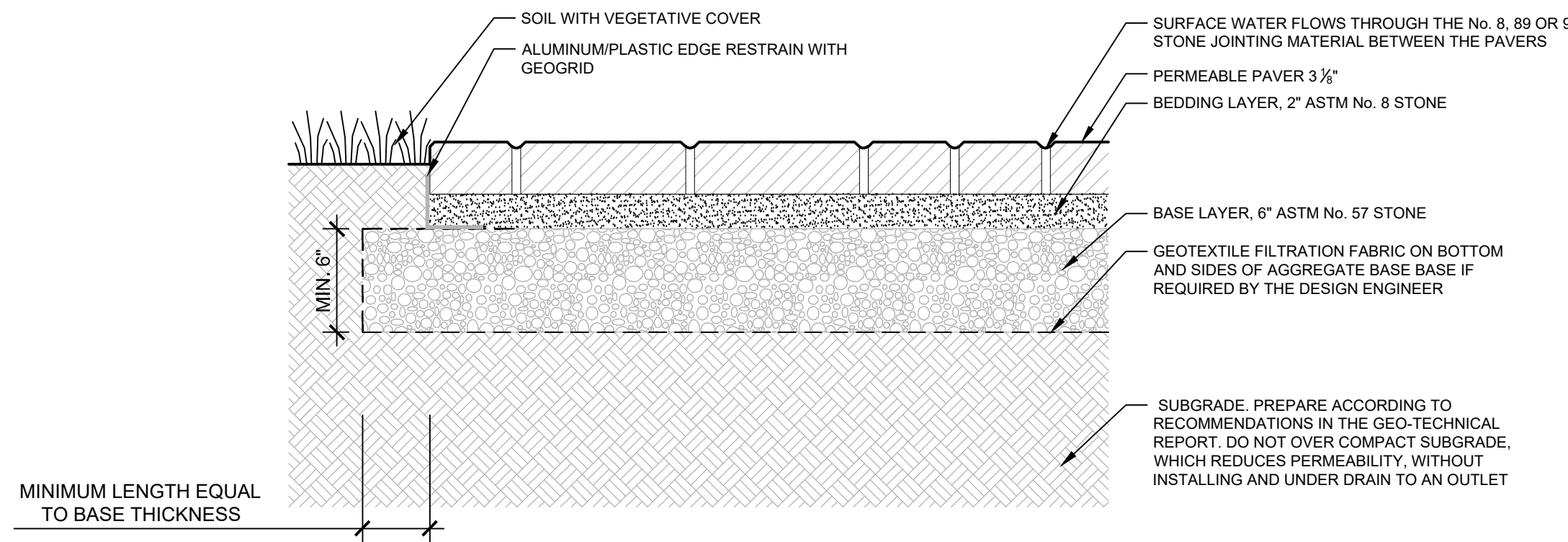
**VEHICULAR PAVERS**

- SIZE: 4 1/2" x 9" x 3 1/2"
- PATTERN: RUNNING BOND



**2 PARKING VEHICULAR PAVER PATTERN**

3/4" = 1'-0"

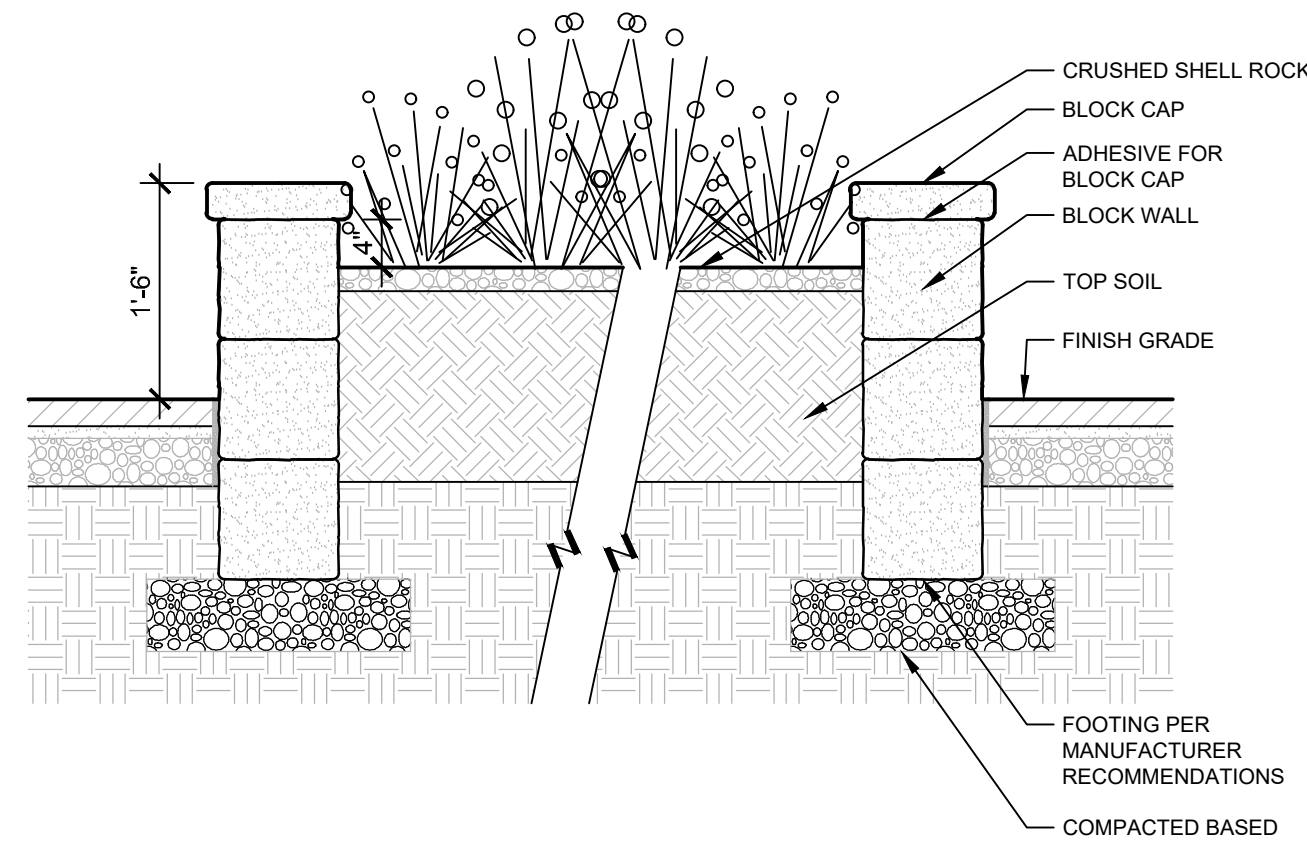
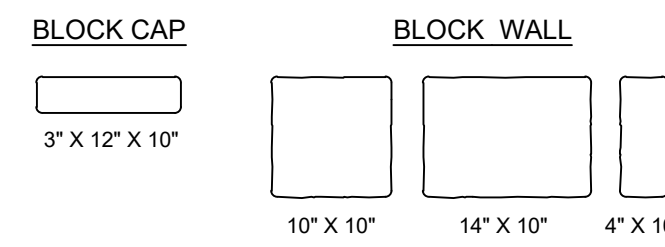


**DESIGN NOTES:**

- CROSS SECTION AS SHOWN IS SUITABLE FOR PEDESTRIAN APPLICATIONS AND RESIDENTIAL DRIVEWAYS, PATIOS, AND SIDEWALKS.
- DEPTH OF AGGREGATE BASE SUBJECT TO SITE SPECIFIC CONDITIONS (SOIL CONDITIONS, GROUNDWATER LEVELS, CLIMATIC CONDITIONS). CONTACT LOCAL BELGARD SALES REPRESENTATIVE.
- DRAIN PIPES MAY BE REQUIRED WITHIN THE AGGREGATE BASE DEPENDING ON THE PERMEABILITY OF THE SUBGRADE SOILS. VERIFY DRAINAGE NEEDS WITH THE GEOTECHNICAL ENGINEER. ENSURE DRAIN PIPES ARE ABLE TO DAYLIGHT VIA GRAVITY FLOW TO SURFACE, OR CONNECT TO CATCH BASIN.

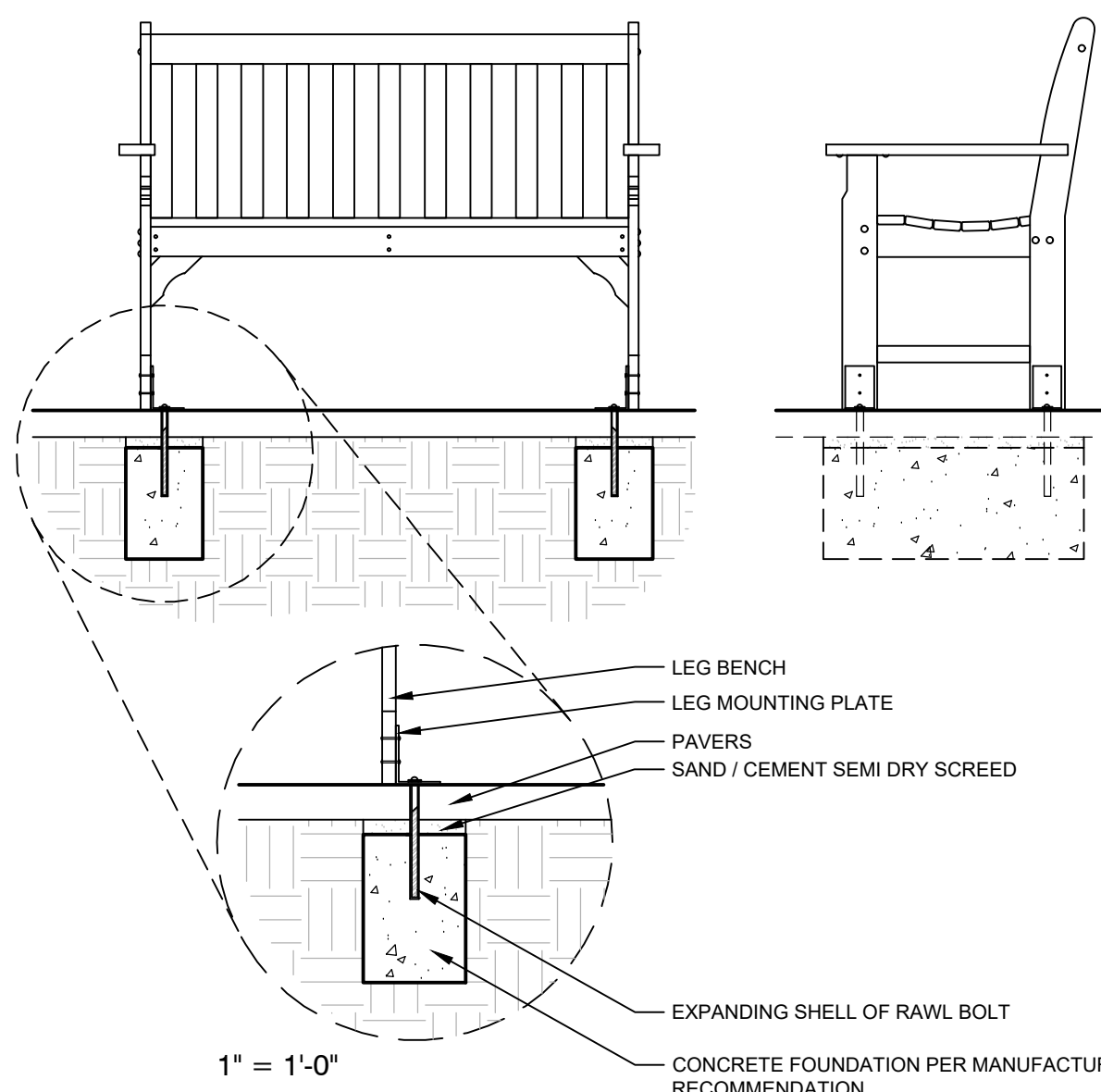
**3 VEHICULAR / PEDESTRIAN PERMEABLE PAVERS**

1 1/2" = 1'-0"



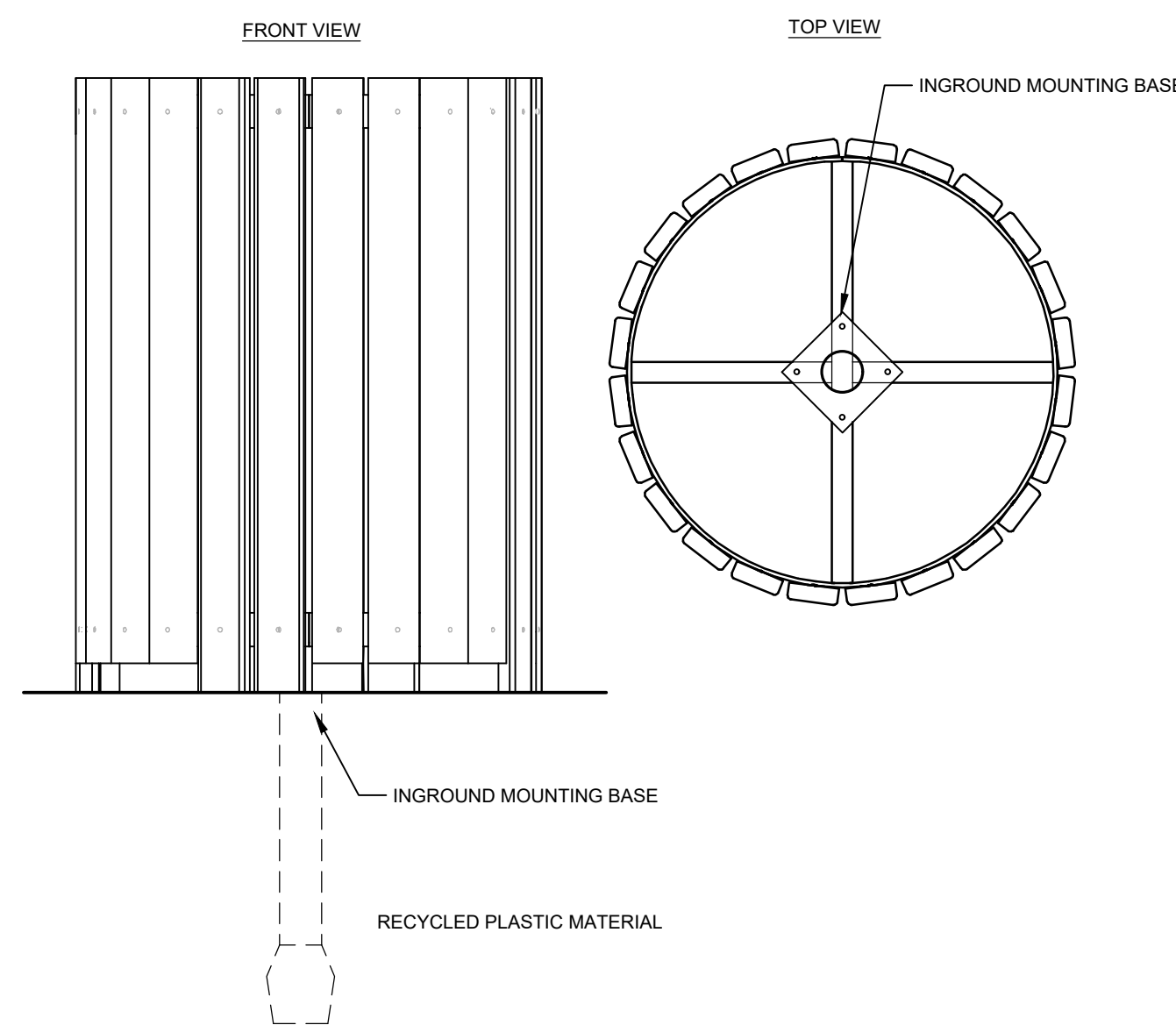
**5 WALL BLOCK**

3/4" = 1'-0"



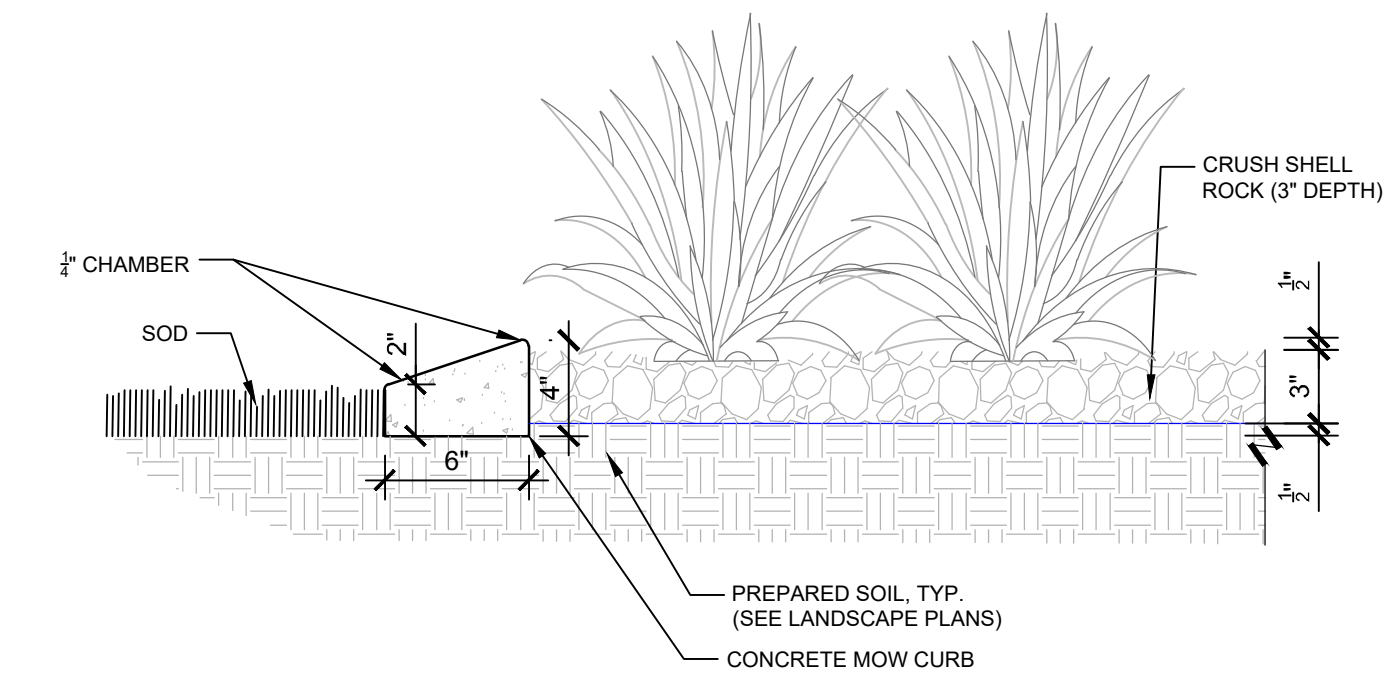
**6 MOUNTING BENCH**

3/4" = 1'-0"



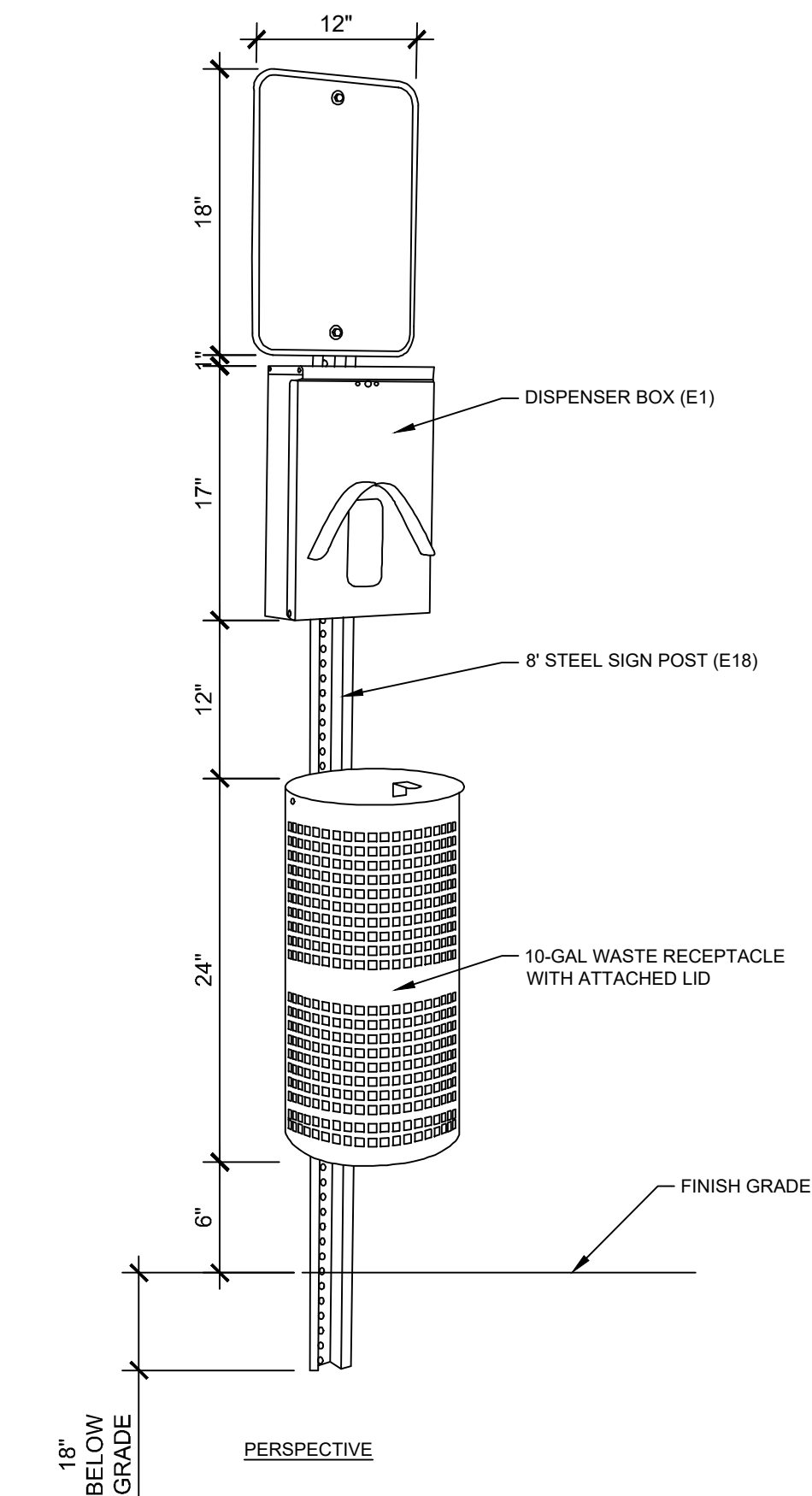
**7 TRASH RECEPTACLE**

3/4" = 1'-0"



**4 CONCRETE MOW CURB**

1 1/2" = 1'-0"



**SPECIFICATIONS**

**SUPERIOR KIT INCLUDES:**

- 12" X 18" ALUMINUM SIGN.
- DISPENSER BOX.
- 10 GAL WASTE RECEPTACLE WITH ATTACHED LID.
- 3-MOUNTING HARDWARE SETS EACH SET INCLUDES: 2 NUTS, BOLTS AND WASHERS.
- 80 PET WASTE BAGS.
- 50 WASTE RECEPTACLE LINERS.

**8 PET WASTE STATION**

3/4" = 1'-0"

POCKET PARKS

CITY OF MADEIRA BEACH

MADEIRA BEACH, FLORIDA



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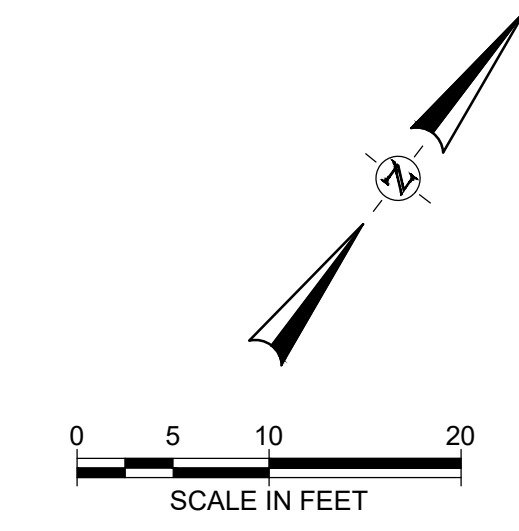
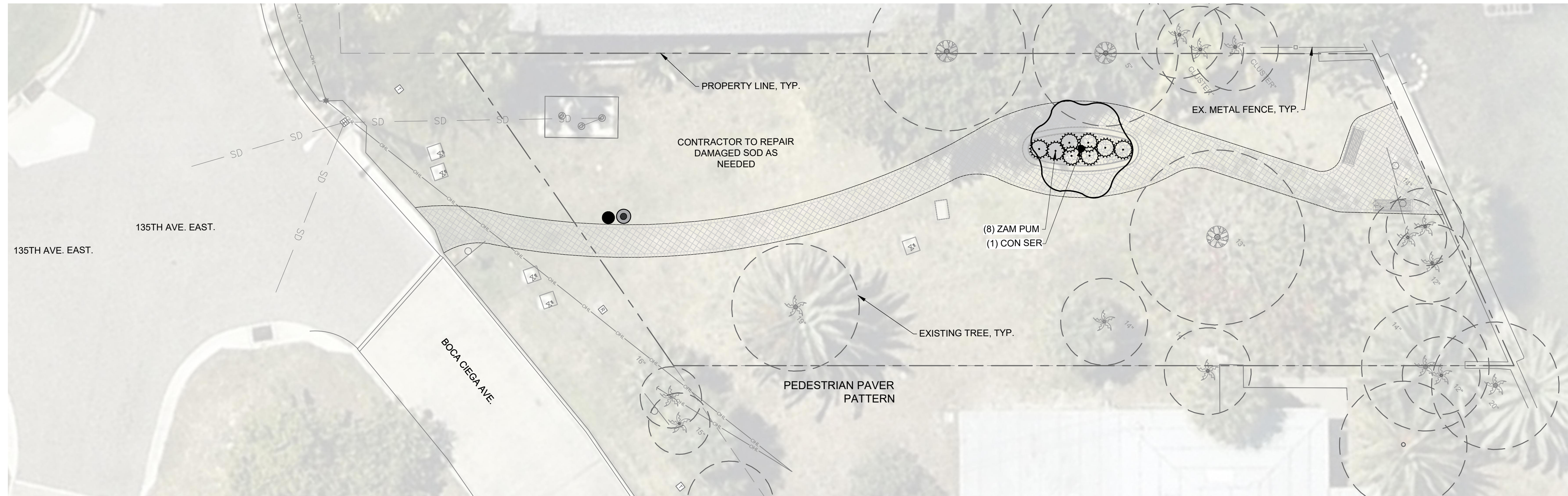
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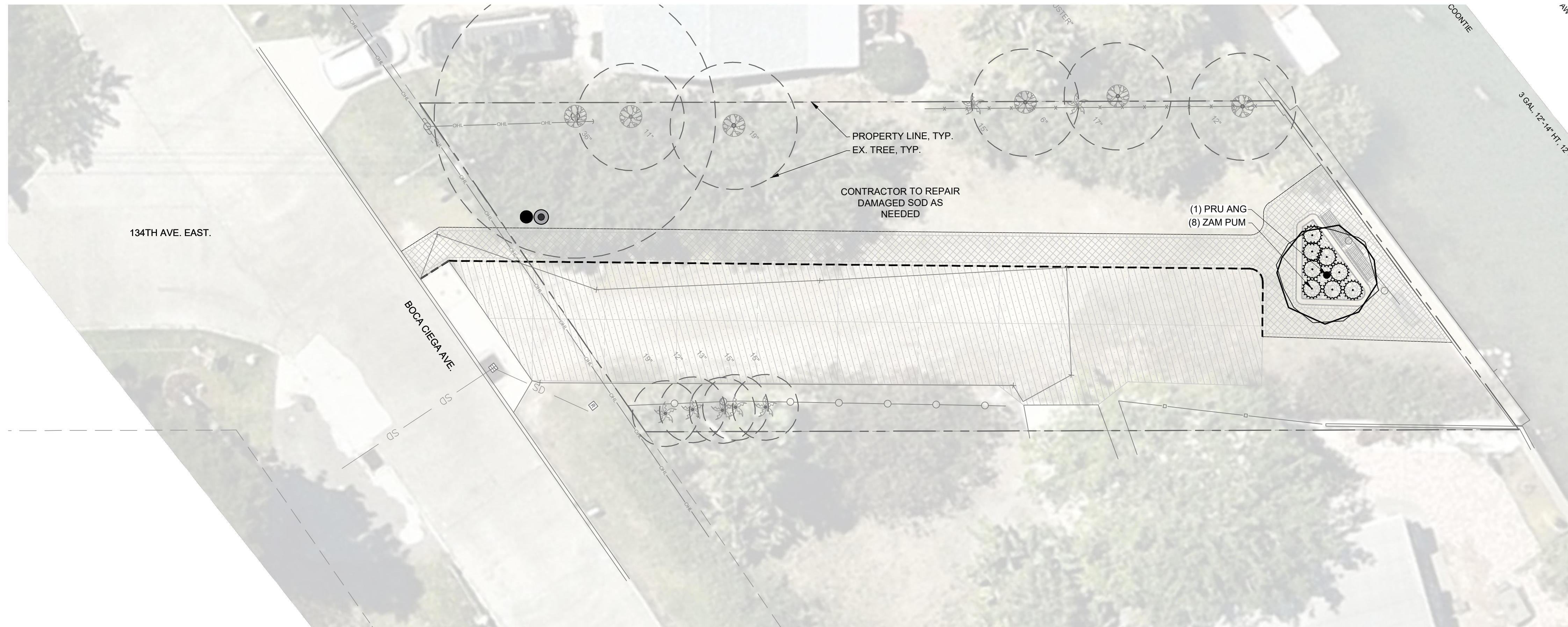
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ISSUED:	OCTOBER 2023
DRAWN BY:	IG
CHECKED BY:	LMD
SCALE:	NTS
SHEET TITLE:	HARDSCAPE DETAILS

H-500





1 135TH AVE. EAST



2 134TH AVE. EAST

FILE NAME: A:\38000\38545\001\ACADD\Sheet\1-BASE-LAND-38454.001.dwg DATE: July 3, 2024, TIME: 1:25 PM, USER: ah4598

POCKET PARKS

CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.



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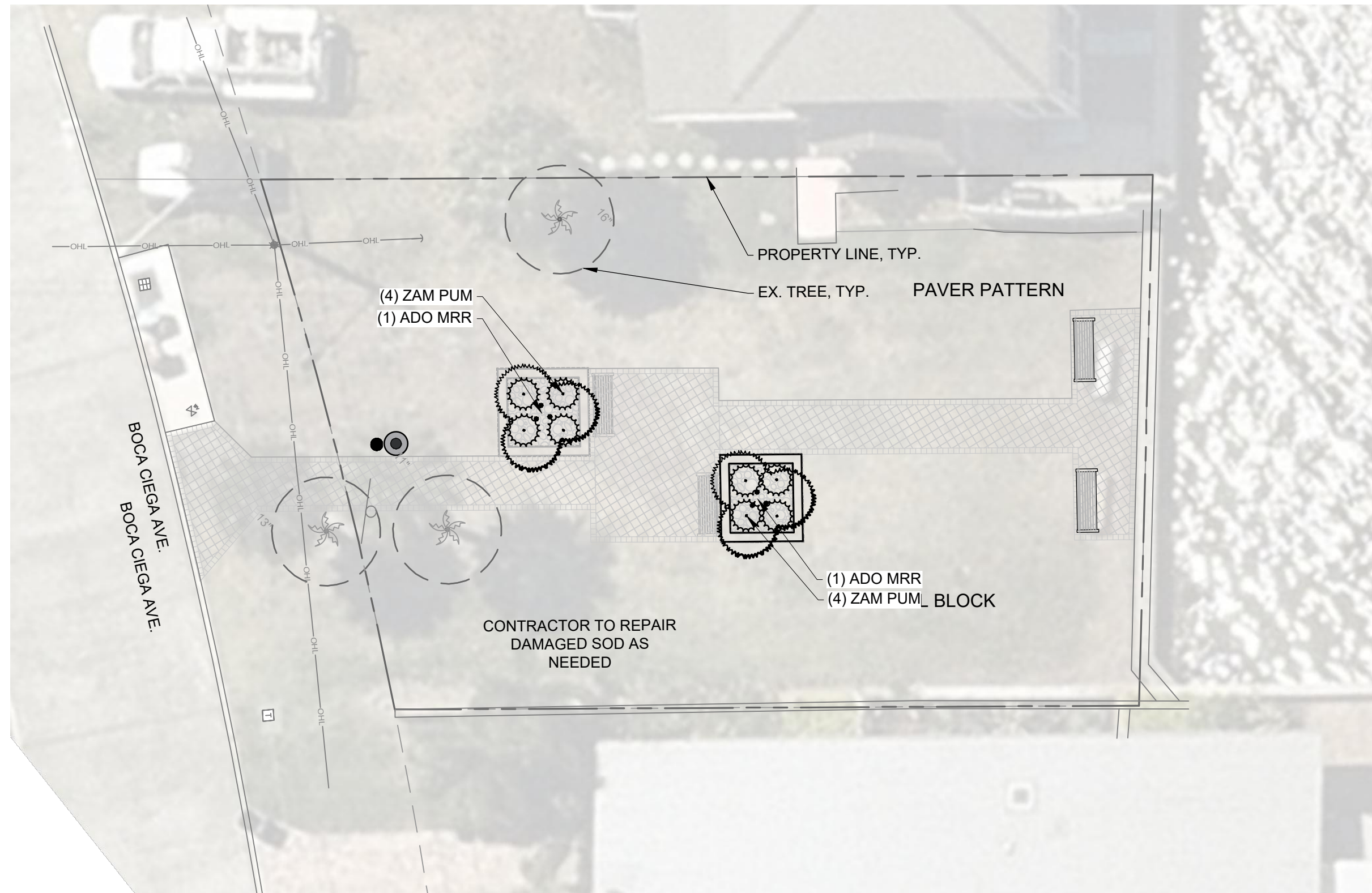
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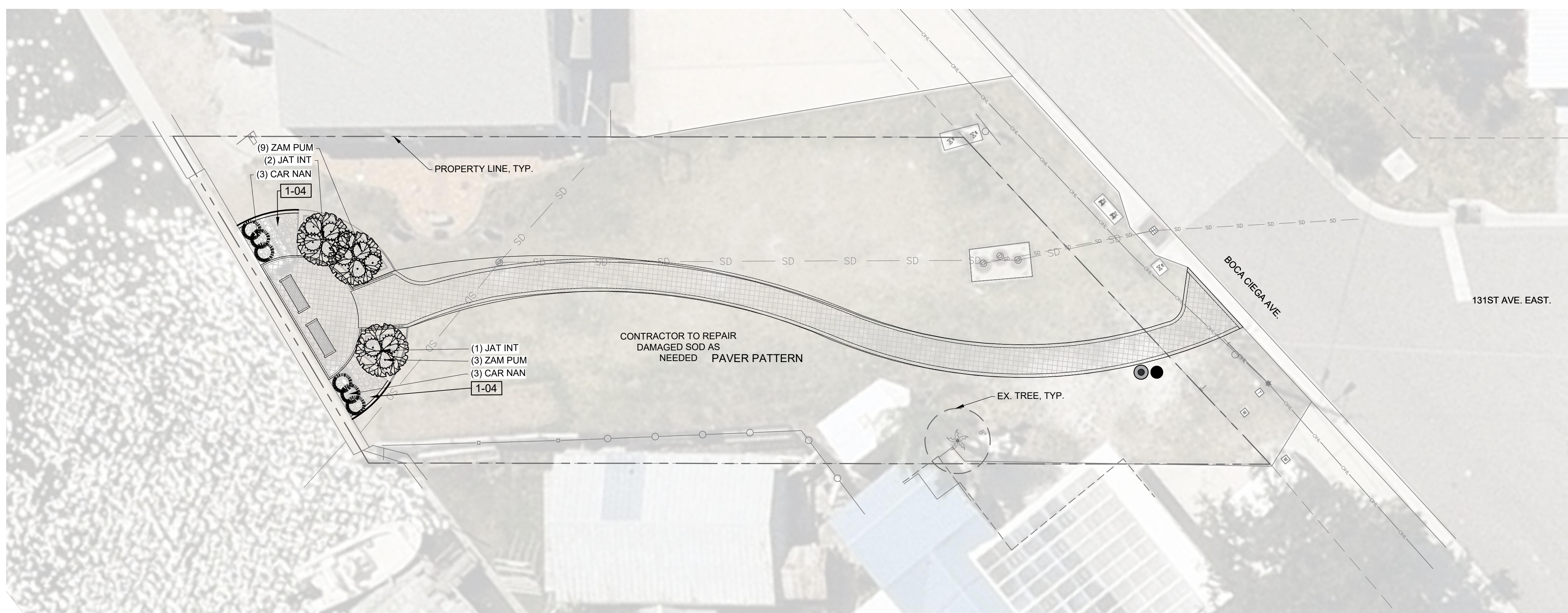
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SHEET TITLE

PLANTING PLANS

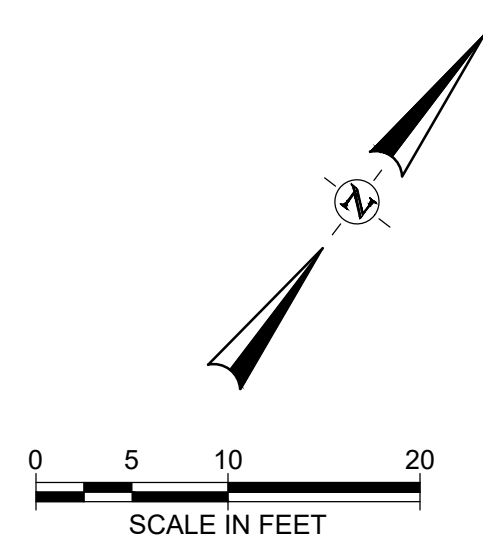
L-101



3 132ND AVE. EAST



4 131ST AVE. EAST



POCKET PARKS

CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.



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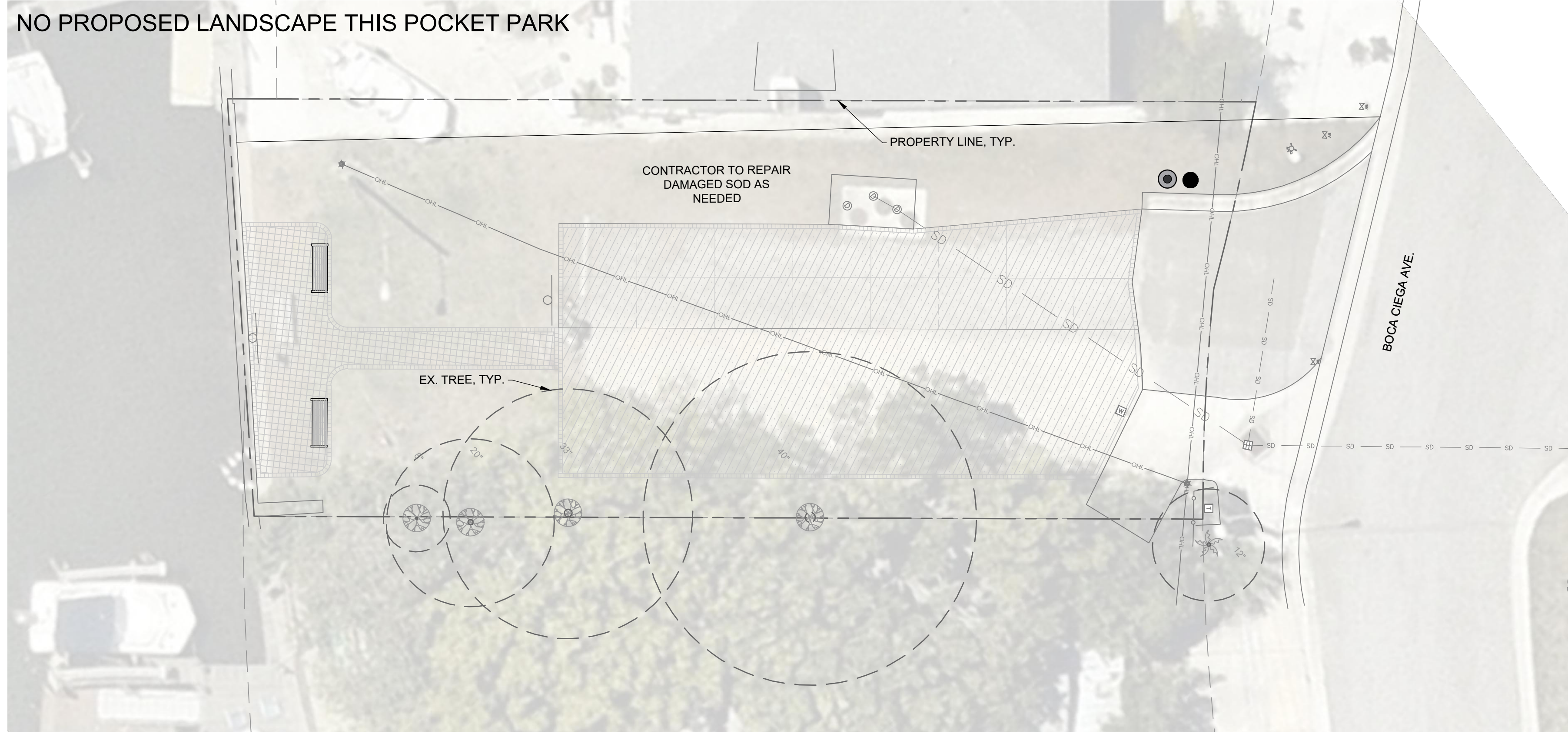
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SHEET TITLE

PLANTING PLAN

L-102

NO PROPOSED LANDSCAPE THIS POCKET PARK



5 132ND AVE. EAST

PLANTING SCHEDULE - CITY TO PROVIDE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	CAL	HT	REMARKS	REMARKS
<b>TREES</b>							
	1	CONOCARPUS ERECTUS F. SERICEUS / BUTTWOOD	B&B	3" CAL	12'-14' HT	STANDARD TRUNK	
	1	PRUNUS ANGUSTIFOLIA / CHICKASAW PLUM	B&B	2" CAL	8' HT	STANDARD TRUNK	
<b>PALMS</b>							
	2	ADONIDIA MERRILLII / CHRISTMAS PALM	B&B		8' HT		FG, B&B, TRIPLE, 10'-12' HT
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE			REMARKS
<b>SHRUBS</b>							
	6	GARISSA MACROCARPA 'NANA' / DWARF NATAL PLUM	3 GAL			Agave - Foxtail	3 GAL, 10"-12" HT, 18"-24" SPD, FULL
	3	JATROPHA INTEGERRIMA / JATROPHA	25 GAL			Agave - False	30 GAL, 5'-6' HT, 3'-4" SPD, STANDARD
	36	ZAMIA PUMILA / COONTIE	3 GAL			Agave - Ray of Light	3 GAL, 12"-14" HT, 12"-14" SPD, FULL

NOTE:  
IF NEEDED, CONTRACTOR MAY PROPOSE ALTERNATIVE PLANTS SPECIES FOR WRITTEN APPROVAL BY THE CITY

POCKET PARKS

CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.



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SCALE: 1" = 10'  
SHEET TITLE

PLANTING PLAN

L-103

GENERAL LANDSCAPE NOTES:

- 1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROJECT SITE CONDITIONS AND DETERMINING REQUIRED QUANTITIES AND AVAILABILITY OF ALL MATERIALS PRIOR TO BIDDING. QUANTITIES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF ANY DISCREPANCIES OCCUR BETWEEN QUANTITIES CALLED FOR ON THE PLANT LIST AND THOSE INDICATED ON THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
2. PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL INSPECT PLANTING AREAS AND VERIFY THAT NO OBJECTIONABLE MATERIALS OR OBSTRUCTIONS ARE PRESENT. PRESENT FINDINGS TO OWNER'S REPRESENTATIVE FOR APPROVAL. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE DRAWINGS. ALL EXISTING SITE FURNISHINGS, PAVING, LANDSCAPE, AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT IMPROVEMENTS FROM DAMAGE AND EROSION INCLUDING BUT NOT LIMITED TO EXISTING PLANT MATERIAL, GRADES, SIDEWALKS, SITE FURNISHINGS, CURBS, AND UTILITIES. ANY ADJACENT IMPROVEMENT DAMAGED DURING CONSTRUCTION SHALL, AT A MINIMUM, BE RESTORED TO A STATE EQUAL TO ITS PRE-CONSTRUCTION STATE AT THE CONTRACTOR'S EXPENSE. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS DISTURBED BY OTHER CONTRACTORS OR BY LANDSCAPE INSTALLATION.
4. IN GENERAL, THE WORK SHALL PROCEED AS RAPIDLY AS THE SITE BECOMES AVAILABLE. CONTRACTOR TO COORDINATE PROJECT SCHEDULE WITH OWNER'S REPRESENTATIVE. WORK TO BEGIN WITHIN 5 BUSINESS DAYS OF RECEIPT OF NOTICE TO PROCEED.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE WORK, AND SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
6. THE LANDSCAPE CONTRACTOR SHALL COORDINATE CONSTRUCTION OF PLANTING AREAS WITH HARDSCAPE, ELECTRICAL, AND IRRIGATION WORK.
7. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY HOISTING EQUIPMENT NECESSARY FOR THE PLACEMENT OF PLANT MATERIAL.
8. COLLECT SOIL SAMPLES AT A MINIMUM OF (3) PLANTING LOCATIONS THROUGHOUT THE PROJECT. SUBMIT TESTING LOCATIONS TO OWNER'S REPRESENTATIVE PRIOR TO TAKING SAMPLES. SAMPLES SHALL BE SENT TO AN APPROVED AGRONOMIC SOILS TESTING LABORATORY, STATING PROPOSED PLANT MATERIAL AT EACH TEST LOCATION. ANALYSIS SHALL INCLUDE, AT A MINIMUM, PH, NPK, ORGANIC CONTENT, TEXTURE, AND SOLUBLE SALTS. SUBMIT RESULTS/RECOMMENDATIONS AND PROPOSED FERTILIZER ANALYSIS/AMENDMENTS TO OWNER'S REPRESENTATIVE. COSTS OF FERTILIZER AND AMENDMENTS ARE TO BE INCLUDED IN THE COST OF THE PROJECT.
9. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE CONDITION OF UNDERGROUND UTILITIES THAT AFFECT PLANTING PROCEDURES. IF ANY CONFLICTS OCCUR BETWEEN PROPOSED LOCATION OF TREES ON THE DRAWINGS AND ANY UNDERGROUND, SUBSURFACE, OR OVERHEAD UTILITIES OR STRUCTURES THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATIONS AND PROTECTION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN, AND ALL PROPOSED UTILITIES ON THESE DRAWINGS.
10. IF THE LANDSCAPE CONTRACTOR DAMAGES ANY STAKED OR IN PLACE UTILITIES OR STRUCTURES BY HIS OWN NEGLIGENCE THEY SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
11. THE LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, NOTES, AND THE LANDSCAPE SCHEDULE FOR COMPLETE LANDSCAPE INSTALLATION INSTRUCTIONS. NOTIFY OWNER'S REPRESENTATIVE OF ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION OR INSTALLATION.
12. THE LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK. ANY DAMAGED PLANT MATERIAL SHALL BE REPLACED WITH PLANTS OF SAME SPECIES (MIN 12' HT, 3" CAL, 6' CT) EQUALING THE TOTAL DIAMETER BREADTH HEIGHT(OBH) OF THE DAMAGED TREE AND SHALL BE SUBJECT TO ALL REQUIREMENTS HEREIN.
13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ALL NEWLY INSTALLED PLANT MATERIAL AS NEEDED TO MAINTAIN HEALTH AND VIGOR THROUGHOUT THE 90 DAY MAINTENANCE PERIOD REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION AND/OR RAINFALL.

DAMAGES AND WARRANTY:

- 1. ALL PLANT MATERIAL, INCLUDING TRANSPLANTED PLANT MATERIAL, SHALL BE GUARANTEED AT OR ABOVE THE SPECIFIED CONDITIONS THROUGH SUBSTANTIAL COMPLETION AND UNTIL THE END OF THE (1) YEAR WARRANTY PERIOD. MAINTENANCE SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR FOR 90 DAYS AFTER SUBSTANTIAL COMPLETION. AFTER WHICH THE LANDSCAPE CONTRACTOR WILL COORDINATE MAINTENANCE WITH OWNER'S REPRESENTATIVE. DECLINE IN CONDITION OF PLANT MATERIAL DURING INSTALLATION AND/OR WARRANTY PERIOD SHALL BE GROUNDS FOR REJECTION AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
2. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-STAKING OF TREES DURING THE WARRANTY PERIOD. IF NECESSARY, MAXIMUM TOLERANCE FROM VERTICAL SHALL BE 3 DEGREES. GUYING / STAKING PRACTICES SHALL NOT PERMIT NAILS, SCREWS, WIRES ETC., TO PENETRATE OUTER SURFACE OF TREES OR PALMS. TREES OR PALMS REJECTED DUE TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
3. THE OWNER AND/OR THE OWNER'S REPRESENTATIVE HAS THE RIGHT TO REJECT ANY AND ALL WORK WHICH DOES NOT MEET WITH THE REQUIREMENTS OF THE SPECIFICATIONS AT ANY STAGE OF THE PROJECT. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK (5 BUSINESS DAYS) OF NOTICE.
4. CONTRACTOR TO REQUEST INSPECTION OF PROJECT IN WRITING TO OWNERS REPRESENTATIVE. IF ALL WORK IS SATISFACTORY AND COMPLETE IN ACCORDANCE WITH CONDITIONS OF CONTRACT DOCUMENTS, THEN THE OWNER AND/OR THEIR REPRESENTATIVE SHALL DECLARE THE PROJECT TO BE SUBSTANTIALLY COMPLETE. SUBSTANTIAL COMPLETION CONSTITUTES THE BEGINNING OF THE 1 YEAR WARRANTY PERIOD AND THE 90 DAY MAINTENANCE PERIOD.
5. CONTRACTOR SHALL REMOVE ALL PLANT SAUCERS, GRADE SMOOTH, AND RE-MULCH AS WELL AS REMOVE PLANTING STAKES FROM SITE AFTER THE (1) YEAR WARRANTY PERIOD.

PROJECT SUBMITTALS:

- 1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL FOR ALL PROPOSED MATERIALS INCLUDING BUT NOT LIMITED TO PLANTS, STAKING, SOIL AMENDMENTS, FERTILIZER, MULCH, ETC. PRIOR TO PURCHASING. CONTRACTOR SHALL PROVIDE REPRESENTATIVE SAMPLES OF ALL PLANT MATERIAL ON-SITE FOR REVIEW BY OWNERS REPRESENTATIVE. NOTIFY OWNERS REPRESENTATIVE OF INSPECTION A MINIMUM OF 3 BUSINESS DAYS PRIOR TO INSPECTION. IF APPROVED BY OWNERS REPRESENTATIVE, THEN DATED AND SCALED COLOR PHOTOGRAPHS MAY ALSO BE SUBMITTED.
2. ALL PROJECT SUBMITTALS MUST BE COMPLETED AND COMPILED IN AN EASILY REPRODUCIBLE FORM. SUBMITTAL SHEETS THAT ARE NOT LEGIBLE AND REPRODUCIBLE WILL BE REJECTED. SUBMITTALS SHEETS THAT DO NOT CLEARLY IDENTIFY THE PRODUCTS OR MATERIALS SELECTED WILL BE REJECTED.
3. CONTRACTOR SHALL SUBMIT TO THE OWNER'S REPRESENTATIVE THE GROWER'S AND/OR STATE INSPECTION CERTIFICATE FOR PLANT MATERIAL TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK.
4. PRODUCTS INSTALLED ON THE PROJECT SITE THAT ARE NOT CONSISTENT WITH THE PROJECT SUBMITTALS WILL BE REMOVED AND REPLACED WITH THE PRODUCTS IDENTIFIED IN THE PROJECT SUBMITTAL PACKAGE AT THE CONTRACTOR'S EXPENSE.
5. PRIOR TO ISSUING SUBSTANTIAL COMPLETION NOTICE THE CONTRACTOR SHALL SUBMIT TO THE OWNER THREE (3) COPIES OF AS BUILT PLANS/DOCUMENTS AND THREE (3) COPIES OF AN ANNUALIZED MAINTENANCE AND OPERATION MANUAL, DETAILING ALL SCHEDULES, NURSERY PRACTICES, WATERING REQUIREMENTS, FERTILIZATION, TRIMMING, ETC., FOR ALL PLANT MATERIALS AND PLANT AREAS OF THE PROJECT.

SITE REQUIREMENTS:

- 1. CONTRACTOR SHALL AGREE TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN THE CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER.
2. LANDSCAPE HOLDING AREA, INGRESS, EGRESS, AND SITE ACCESS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL NOT DISTURB OR IMPEDE ACCESS TO THE SITE BY OTHERS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAILY CLEANUP OF PREMISES AND REMOVAL OF DISCARDED OR SURPLUS MATERIALS AND RUBBISH IN A LAWFUL MANNER. ANY OPEN PITS OR TRENCHES SHALL BE COMPLETELY AND THOROUGHLY BARRICADED DURING THE WORKDAY AND COMPLETELY FILLED IN AT THE END OF EACH WORKDAY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT REMAINING ON SITE AT THE END OF THE WORK DAY SHALL BE STORED IN AN ORGANIZED FASHION IN THE AREA DESIGNATED BY THE OWNER'S REPRESENTATIVE.
4. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.
5. DURING CONSTRUCTION, CREWS ARE REQUIRED TO HAVE AT LEAST ONE (1) ENGLISH SPEAKING PERSON ON SITE.

PLANT MATERIAL NOTES:

- 1. ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS SPECIFIED IN GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I AND II, DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS FOR NURSERY STOCK.
2. CONTAINER GROWN PLANTS: A MINIMUM OF 80% OF THE CONTAINER ROOTBALL MUST BE BOUND BY THE ROOT SYSTEM. ENCIRCLING OR "RING" ROOTS ARE PROHIBITED AND PLANTS WILL BE REJECTED.
3. ALL SOD SHALL BE WEED AND WEED SEED FREE, WITH A 2" THICKNESS OF ROOTS CAPABLE OF HOLDING SAND. SOD SHALL BE FRESHLY-CUT WITHIN TWENTY-FOUR (24) HOURS OF LAYING AND LAID WITH TIGHTLY-BUTTED JOINTS. HAND RAKING SHALL BE DONE AS NECESSARY TO ENSURE PROPER EVEN GRADES AND CLEAR SURFACES FOR SOD. STAKING OF SOD SHALL BE DONE AS NECESSARY TO PREVENT MOVEMENT OF MATERIAL.
4. ALL PLANT MATERIAL SHALL BE PROTECTED DURING TRANSPORT AND DELIVERY TO JOB SITE WITH SHADE CLOTH OR OTHER ACCEPTABLE MEANS OF WINDBURN PREVENTION.
5. SUBSTITUTION OF PLANT MATERIALS WILL NOT BE PERMITTED UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE; ALL SUBSTITUTIONS MUST MEET MINIMUM SPECIFICATIONS ON THE PLANT LIST.
6. SUBSTITUTION OF FIELD GROWN TREES FOR TREES THAT ARE SPECIFIED AS CONTAINER GROWN WILL NOT BE PERMITTED UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE. IF SUBSTITUTION IS APPROVED, ALL PLANT SPECIFICATIONS WILL APPLY TO APPROVED BALLED AND BURLAPPED MATERIAL.
7. NEW PLANT MATERIAL TO BE INSTALLED WILL BE FIELD ADJUSTED TO ACCOMMODATE EXISTING PLANT MATERIAL SUCH AS OVERHEAD CANOPY TREES, UNDERSTORY TREES AND SHRUBS OR GROUND COVER. THIS WILL ENSURE EXISTING PLANT MATERIAL TO REMAIN IN ITS NATURAL STATE. THEREFORE, NO EXISTING PLANT MATERIAL WILL BE ALTERED BY REMOVING, CUTTING, TRIMMING OR DESTROYING IN ORDER TO INSTALL NEW PLANT MATERIAL.
8. ALL TREES SHALL BE LOCATED AT LEAST SIX FEET AWAY FROM THE CENTERLINE OF SWALES AND FROM PROPOSED STORMWATER INLETS.

PLANTING:

- 1. TREES GROWN IN GROW BAGS OR GROW BAG TYPE MATERIAL MUST HAVE THE GROW BAG REMOVED ENTIRELY PRIOR TO PLANTING.
2. BALLED AND BURLAPPED OR ANY BASKETED MATERIAL SHALL HAVE THE TOP ONE THIRD (1/3) OF DEGRADABLE BURLAP AND TOP ONE THIRD (1/3) OF WIRE CAGE PULLED BACK AND REMOVED FROM THE BASE OF THE TRUNK. STRAPS MUST BE CUT AND REMOVED ENTIRELY PRIOR TO INSTALLATION.
3. CONTRACTOR SHALL NOTIFY OWNERS REPRESENTATIVE IF ANY CONFLICTS EXIST BETWEEN THE BUILT ENVIRONMENT AND PLANS (I.E. UTILITY CABINETS, UTILITY VALVES, STREET SIGNS, SIDEWALK LOCATIONS)

PLANTING AREA PREPARATION NOTES:

- 1. THE CONTRACTOR SHALL STAKE LOCATIONS AND LIMITS OF TREES, PLANTING, MULCH, AND SOD AREAS TO REFLECT PLANS TO GREATEST EXTENT POSSIBLE. FOR TREES LOCATED BETWEEN BACK OF CURB AND FRONT OF SIDEWALK, PLACE TREES EQUAL DISTANCE FROM CURB AND SIDEWALK. FOR TREES LOCATED OUTSIDE OF RIGHT-OF-WAY, PLACE TREES A MINIMUM OF 5' FROM BACK OF SIDEWALK, 2.5' FOR PALMS. COORDINATE WITH OWNER'S REPRESENTATIVE TO INSPECT STAKING LOCATIONS AND LIMITS ON SITE. PROVIDE MINIMUM 5 BUSINESS DAYS ADVANCE NOTIFICATION OF PROPOSED INSPECTION. CONTRACTOR SHALL MAKE MODIFICATIONS AS MAY BE REQUESTED.
2. WORK WITHIN 15' OF EXISTING TREES TO REMAIN SHALL BE PERFORMED USING HAND TOOLS. ANY DISTURBED ROOTS SHALL BE SEVERED USING CLEAN AND SHARP TOOLS.
3. HERBICIDE APPLICATION: BEGIN TURF SPRAYING PROCESS A MINIMUM 30 DAYS PRIOR TO PLANTING AS FOLLOWS: SPRAY TURF AREA TO BE KILLED WITH GLYPHOSATE PER MANUFACTURER'S RECOMMENDATIONS, 7 DAYS AFTER SPRAYING, CLOSE MOW TO 1" HEIGHT, 14 DAYS AFTER CLOSE MOWING, RE-SPRAY WITH GLYPHOSATE PER MANUFACTURER'S RECOMMENDATIONS. PROTECT EXISTING PLANTS TO REMAIN FROM OVER-SPRAY OR SPRAY WITHIN ROOT ZONE. CONTRACTOR TO ENSURE TOTAL WEED ERADICATION, 7 DAYS AFTER RE-SPRAYING, PROCEED WITH TURF REMOVAL AND LANDSCAPE INSTALLATION AS DESCRIBED BELOW.
4. FOR PROPOSED INDIVIDUAL TREE PLANTING PITS
KILLED TURF TO BE REMOVED SHALL BE CLEARED AND GRUBBED TO A MINIMUM DEPTH OF 4". EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. TURF SHALL BE THOROUGHLY REMOVED PRIOR TO THE PLANTING AND BACKFILL PROCESS. INSTALL TREES AS DETAILED. ESTABLISH FINISHED PRE-MULCHING GRADE WITHIN 4" BELOW TOP OF SURROUNDING TURF OR HARDSCAPE.

TO ASSURE DRAINAGE/PERCOLATION OF INDIVIDUAL TREE PLANTING PITS PRIOR TO INSTALLATION, CONTRACTOR SHALL FILL SAMPLE TREE PITS (1 IN 5) WITH WATER AND OBSERVE PERCOLATION. HOLES SHALL PERCOLATE IN 30 MINUTES OR LESS. BRING DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.

INSTALL BACKFILL MIXTURE IN LIFTS AND TAMP LIGHTLY AROUND EACH AND EVERY PLANT. THOROUGHLY FLUSH WITH WATER AT EACH LIFT AND MAKE ADJUSTMENTS TO PROVIDE PROPERLY SET PLANT MATERIAL WITH THE TOP OF ROOTBALL 1"-2" ABOVE FINISHED GRADE.

- 5. FOR PROPOSED PLANTING AREAS
KILLED TURF TO BE REMOVED SHALL BE CLEARED AND GRUBBED TO A MINIMUM DEPTH OF 6". EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. TURF SHALL BE THOROUGHLY REMOVED PRIOR TO THE PLANTING PROCESS. BEFORE INSTALLING TOPSOIL, RAKE SUBSOIL SURFACE CLEAR OF STONES (1 INCH DIAMETER AND LARGER), DEBRIS, RUBBISH, DELETERIOUS MATERIALS, CONTAMINATED SOILS SHALL BE REMOVED AND REPLACED TO THEIR FULL DEPTHS AND EXTENTS. INSTALL TOPSOIL AT 6" DEPTH, TILL TOPSOIL AND EXISTING SUBSOIL TO A DEPTH OF 12". INSTALL PLANTINGS AS DETAILED. ESTABLISH OR RE-ESTABLISH PRE-MULCHING ROUGH GRADES INSURING POSITIVE FLOWS AND AESTHETIC LANDFORM SHAPES SHOWN IN THE GRADING PLANS.
6. FOR PROPOSED MULCH ON GRADE AREAS
LEAVE KILLED TURF IN PLACE. REMOVE KILLED TURF ONLY AT EDGES OF BED, APPROXIMATELY 12" WIDTH, AS REQUIRED TO ESTABLISH A TAPERED DIFFERENCE IN GRADE SO THAT INSTALLED MULCH (3" DEPTH) SHALL BE FLUSH TO 1" BELOW ADJACENT TURF OR HARDSCAPE.
7. FOR PROPOSED SOD AREAS
KILLED TURF TO BE REMOVED SHALL BE CLEARED AND GRUBBED TO A MINIMUM DEPTH OF 4". EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. TURF SHALL BE THOROUGHLY REMOVED PRIOR TO THE PLANTING AND BACKFILL PROCESS. INSTALL TOPSOIL AT 2" DEPTH. TOPSOIL SHALL ESTABLISH FINISHED GRADE AT 2" BELOW EXISTING TURF OR HARDSCAPE. INSTALL SOD AS DETAILED. BUTT SOD PIECES TOGETHER CLOSELY AND ENSURE EDGES ARE TRIMMED EVENLY. ENSURE EXISTING GRADES ARE RE-ESTABLISHED FOR A FLUSH TRANSITION.
8. AN EVEN, WELL DEFINED LINE SHALL SEPARATE PLANTING AND MULCH ON GRADE AREAS FROM ALL SOD OR SEEDED AREAS.
9. BACKFILL MIXTURE FOR TREES AND SHRUBS SHALL CONSIST OF 25% COARSE SAND, 25% "BLENDED SOIL" OR EQUAL, AND 50% EXISTING SOIL. DISCARD REMAINING SOIL IN A LAWFUL MANNER. ALL PLANTING BACKFILL MIXTURES ARE SUBJECT TO APPROVAL BY THE OWNER'S REPRESENTATIVE. MIX THOROUGHLY PRIOR TO INSTALLATION ACCORDING TO THE FOLLOWING SCHEDULE:

Table with 3 columns: Quantity, Volume, and Material Description. Includes items like 1 GALLON: 0.003 CY (0.08 CF) COARSE SAND AND 0.003 CY (0.08 CF) "BLENDED SOIL", 3 GALLON: 0.006 CY (0.16 CF) COARSE SAND AND 0.006 CY (0.16 CF) "BLENDED SOIL", etc.

"BLENDED SOIL" SHALL CONSIST OF: 1/3 MUSHROOM COMPOST OR PEAT, 1/3 COMMERCIALY PROCESSED AND COMPOSTED COW MANURE AND 1/3 COMPOSTED BARK. SUBMIT PRODUCT SAMPLE/DATA SHEET FOR BLENDED SOIL COMPONENTS TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.

- 10. TOPSOIL IMPORTED TO THE SITE SHALL BE SIEVED TOPSOIL, FREE OF ROCKS AND DEBRIS. CONTRACTOR SHALL SUBMIT SOIL ANALYSIS RESULTS FROM AN APPROVED AGRONOMIC SOILS TESTING LABORATORY FOR A MINIMUM OF PH, ORGANIC CONTENT, SOLUBLE SALTS, AND TEXTURE WITH A STATEMENT OF SUITABILITY FOR BAHIA (PASPALLUM NOTATUM 'ARGENTINE'), ST. AUGUSTINE (STENOGRAPHUM SECUNDATUM 'FLORATAM'), ZOYSIA (ZOYSIA JAPONICA 'EMPIRE') SOD AND SHRUBS/GRASSES. TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS THAT WOULD BE HARMFUL TO PLANT GROWTH, SHALL BE FREE OF NEMATODES, SHALL BE OF UNIFORM QUALITY AND SHALL HAVE A PH VALUE BETWEEN 6.5 AND 7.5 (AS DETERMINED IN ACCORDANCE WITH ASTM E70). PEAT SHALL BE STERILIZED TO MAKE FREE OF ALL VIABLE NUT GRASS AND OTHER UNDESIRABLE WEEDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE SUITABILITY FOR GROWTH OF ALL PROPOSED PLANT MATERIAL. SUBMIT PRODUCT SAMPLE/DATA SHEET FOR TOPSOIL TO OWNERS REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.

LANDSCAPE CONTRACTOR SHALL BEAR FINAL RESPONSIBILITY FOR PROPER SURFACE DRAINAGE OF PLANTED AREAS. FINISH GRADE ALL PREPARED TOPSOIL AREAS TO A SMOOTH, EVEN SURFACE ENSURING A MINIMUM 3% POSITIVE DRAINAGE AWAY FROM STRUCTURES AND ELIMINATE ANY LOW AREAS WHICH MAY COLLECT WATER. ANY DISCREPANCY IN THE DRAWINGS, OBSTRUCTION ON THE SITE, OR PRIOR WORK DONE BY ANOTHER PARTY WHICH THE LANDSCAPE CONTRACTOR FEELS PRECLUDES ESTABLISHING PROPER DRAINAGE SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF OWNER'S REPRESENTATIVE.

- 11. INSTALL FERTILIZER PER MANUFACTURER RECOMMENDATIONS. CONTRACTOR SHALL CONFIRM FERTILIZER REQUIREMENTS PER LOCAL MUNICIPALITY. AS A MINIMUM FOR BIDDING PURPOSES THE CONTRACTOR SHALL ASSUME THE FOLLOWING CONCERNING FERTILIZER:

FOR INITIAL INSTALLATION OF TREES AND SHRUBS, FERTILIZER IS ASSUMED TO BE CONTROLLED RELEASE FERTILIZER WITH A 15-9-12 ANALYSIS AND CONTAINING TRACE ELEMENTS MG, S, B, CU, FE, MN, MO, AND ZN. FERTILIZER GRANULES SHALL BE COMPOSED OF DRY NUTRIENTS ENCAPSULATED IN MULTIPLE LAYERS OF POLYMERIC RESIN.

FOR INSTALLATION OF BAHIA, ST. AUGUSTINE AND ZOYSIA SOD, FERTILIZER IS ASSUMED TO BE CONTROLLED RELEASE FERTILIZER WITH A 16-4-8. SOURCE FOR N SHALL BE RESIN-COATED UREA OR RESIN COATED AMMONIUM SALTS. MN, ZN, AND CU SHALL BE SULFATE FORMS. FE SHALL BE GRANULAR CHELATED IRON.

APPLICATION RATES ARE PROVIDED AS A RECOMMENDATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE APPROPRIATE FERTILIZER/AMENDMENTS TO ENSURE PROPER ESTABLISHMENT AND VIGOR OF PLANT MATERIAL.

Table with 3 columns: Application Rate, Container Size, and Material Description. Includes items like 1.0 OZ PER EA 1 GALLON CONTAINER, 3.0 OZ PER EA 3 GALLON CONTAINER, 16.0 OZ PER EA 30 GALLON CONTAINER, etc.

- 12. BUILD EARTHEN SAUCER TO CONTAIN WATER AROUND EACH INDIVIDUAL TREE PLANTING PIT AND AT THE PERIMETER OF ALL PLANTING AREAS. REMOVE EXCESS EXCAVATED SOIL FROM THE SITE AND DISPOSE OF IN A LAWFUL MANNER.

- 13. SPREAD MULCH AROUND INDIVIDUAL TREE RINGS, PLANTING AND MULCH AREAS.
MULCHING FOR INDIVIDUAL TREE RINGS, PLANTING, AND MULCH AREAS SHALL BE PINE STRAW MULCH, FULL LENGTH, DRY, BRIGHT IN COLOR, FRESHLY BALED, AND 3" DEPTH AFTER SETTLING. COMPOSED ONLY OF NEEDLES OF SLASH, LOBBLOLY, OR LONGLEAF PINE. PINE STRAW SHALL NOT BE USED IF IT IS ROTTED OR MOLDY, OR CONTAINS SEED, TUBERS, OR RHIZOMES OF ANY NOXIOUS SPECIES. THE ENTIRE LOT OF PINE BARK NUGGETS BE REJECTED IF THERE IS ANY EVIDENCE THAT THE PINE STRAW LOT WAS HARVESTED FROM A SITE INFESTED WITH LYGODIUM JAPONICUM OR LYGODIUM MICROPHYLLUM (CLIMBING FERN). MULCH SHALL BE UNIFORMLY SPREAD OVER THE FULL DIAMETER OF EACH INDIVIDUAL TREE RING, PLANTING, AND MULCH AREA. MULCH AREAS INCLUDE INITIAL INSTALLATION (3" DEPTH) PLUS RE-MULCHING (1.5" DEPTH MINIMUM) A MINIMUM ONCE PER YEAR DURING THE (1) YEAR WARRANTY PERIOD. MULCH SHALL NOT BE PLACED AGAINST TRUNKS OR STEMS OF PLANTS. SUBMIT PRODUCT SAMPLE/DATA SHEET FOR MULCH TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.

- 14. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL INDIVIDUAL TREE RINGS, PLANTING, AND MULCH AREAS. THE HERBICIDE ACTIVE INGREDIENTS SHALL BE SUITABLE FOR CONTROL OF ANNUAL AND PERENNIAL BROADLEAF WEEDS AND GRASSES. THE HERBICIDE SHALL BE APPLIED BY HAND, MANUFACTURER RECOMMENDATIONS FOR APPLICATION METHOD, TIMING AND APPLICATION RATE SHALL BE STRICTLY ADHERED TO.

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



Table with 2 columns: REVISION NO., DESCRIPTION. Includes rows for REVISION NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.

PRELIMINARY FOR INTERIM REVIEW ONLY. THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF: MARTIN STEFFEN, FLA. 6667386. NAME LICENSE NO. DATE 7/3/2024. FIRM / BUSINESS NO. STATE FL.

PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE: NTS
SHEET TITLE

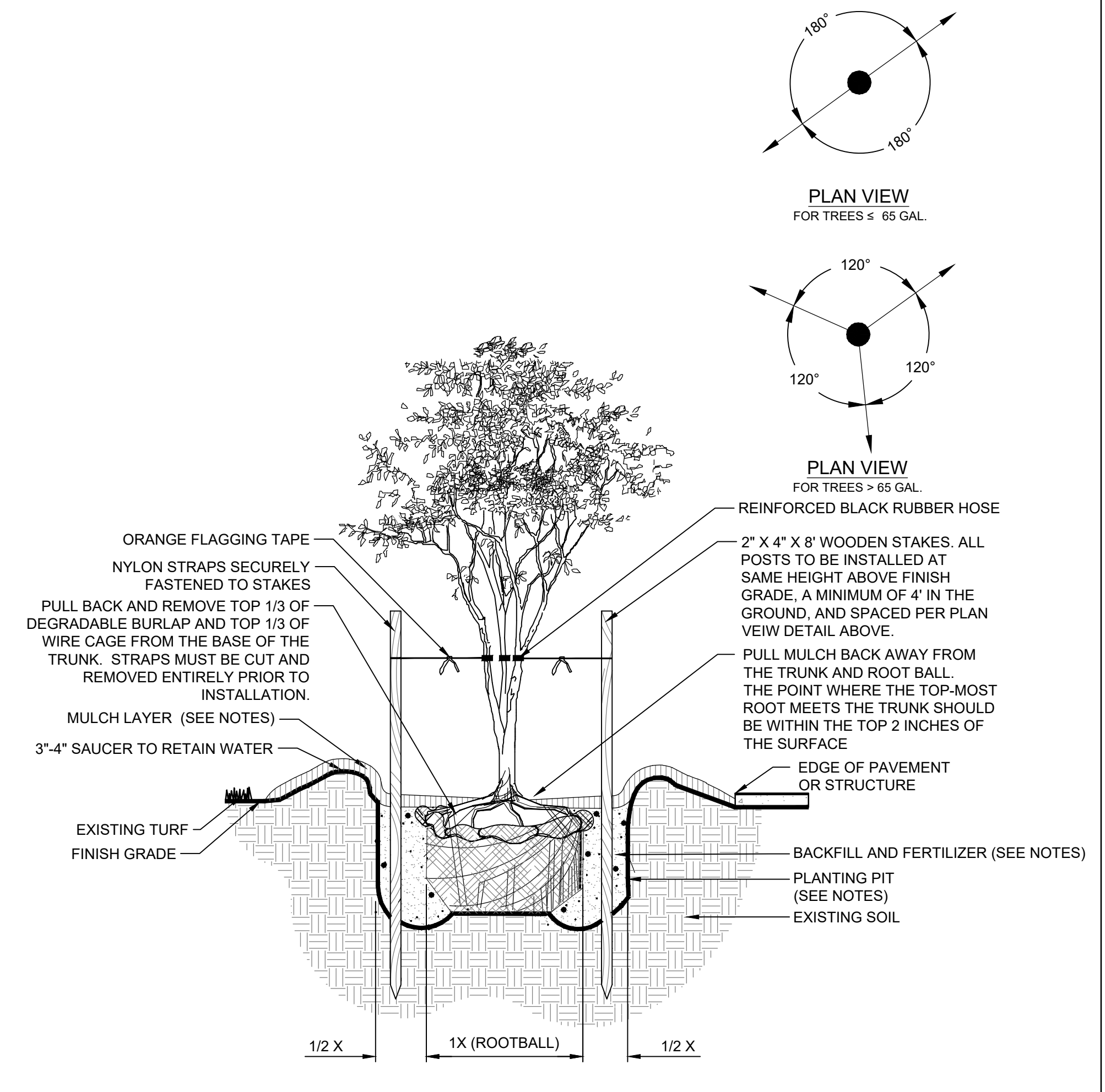
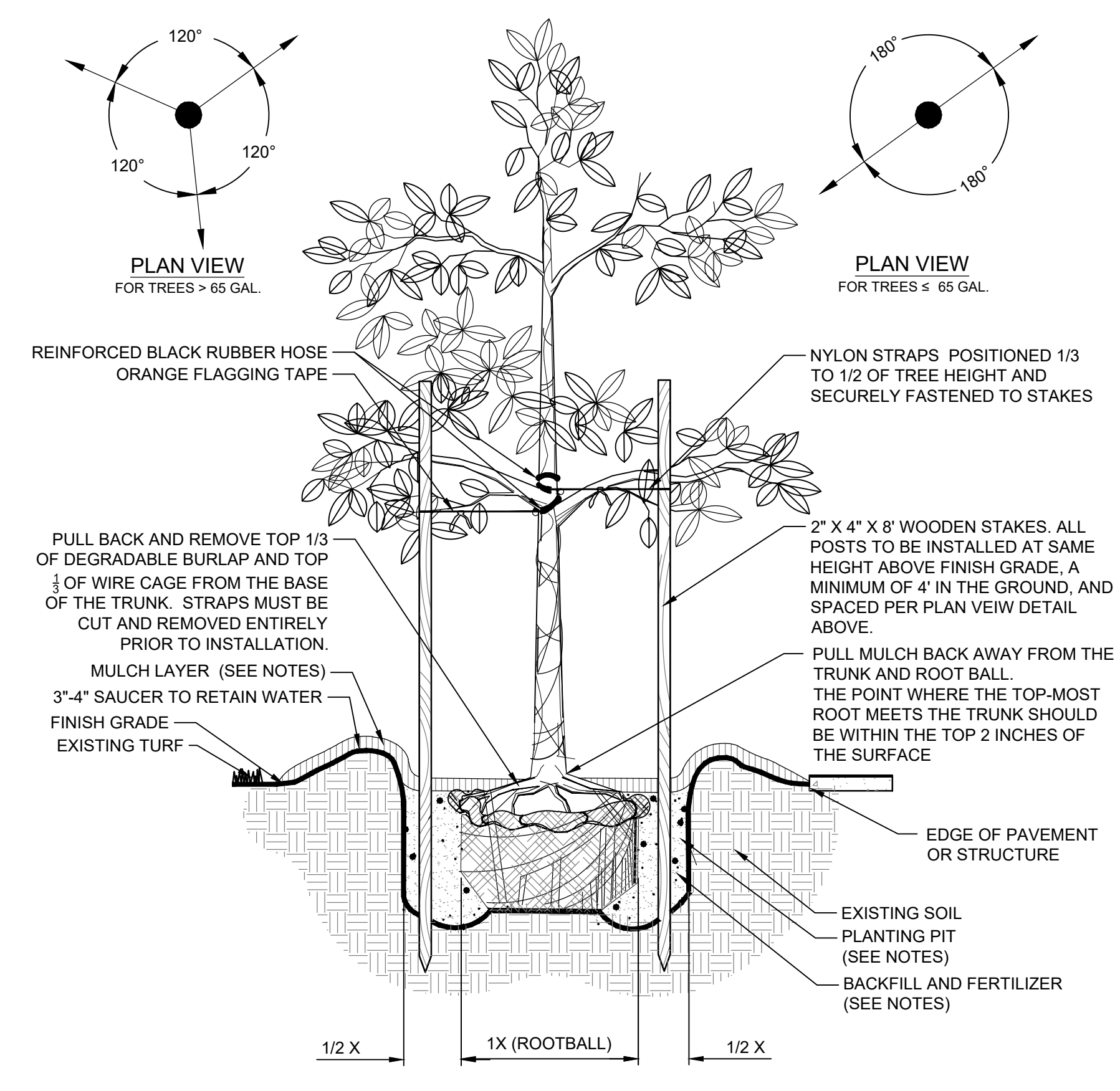
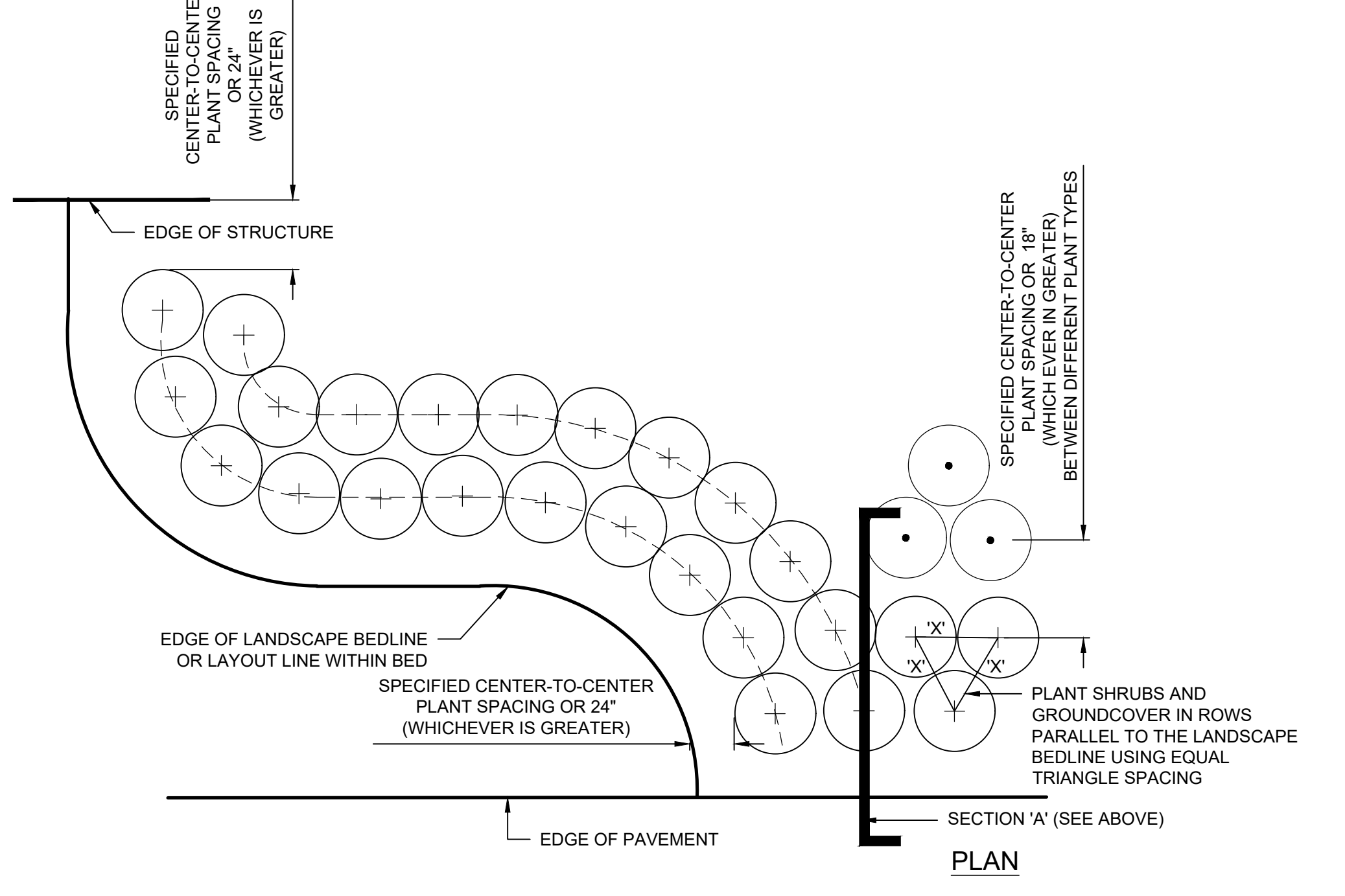
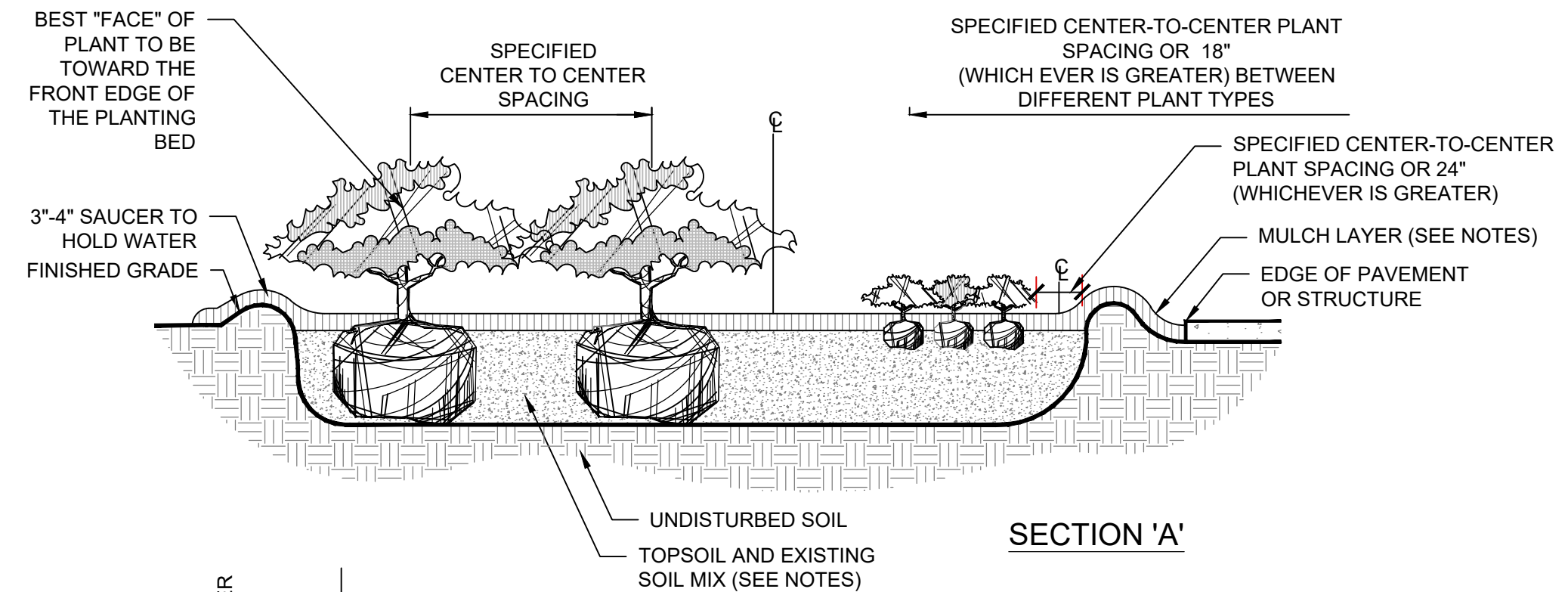
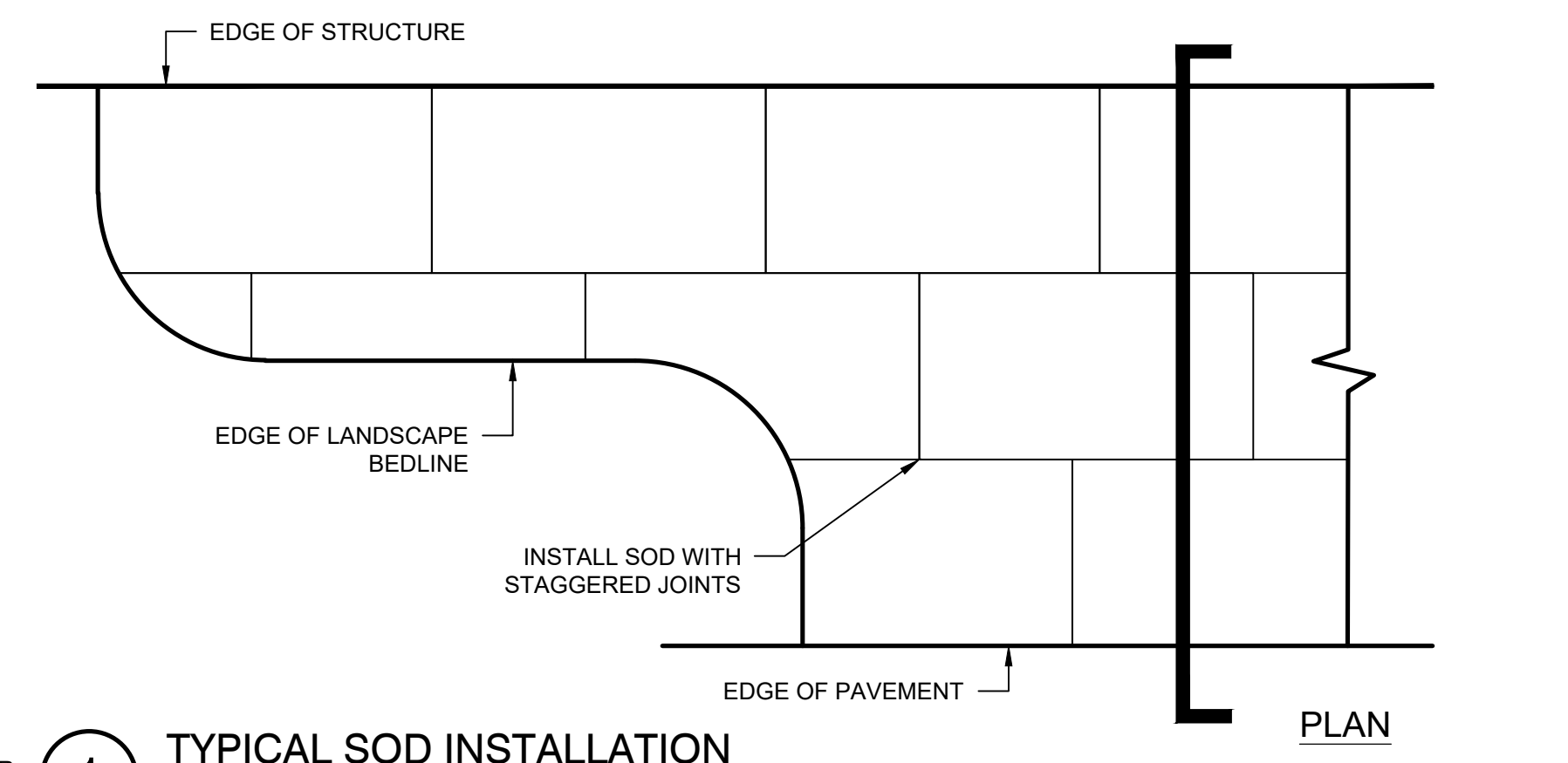
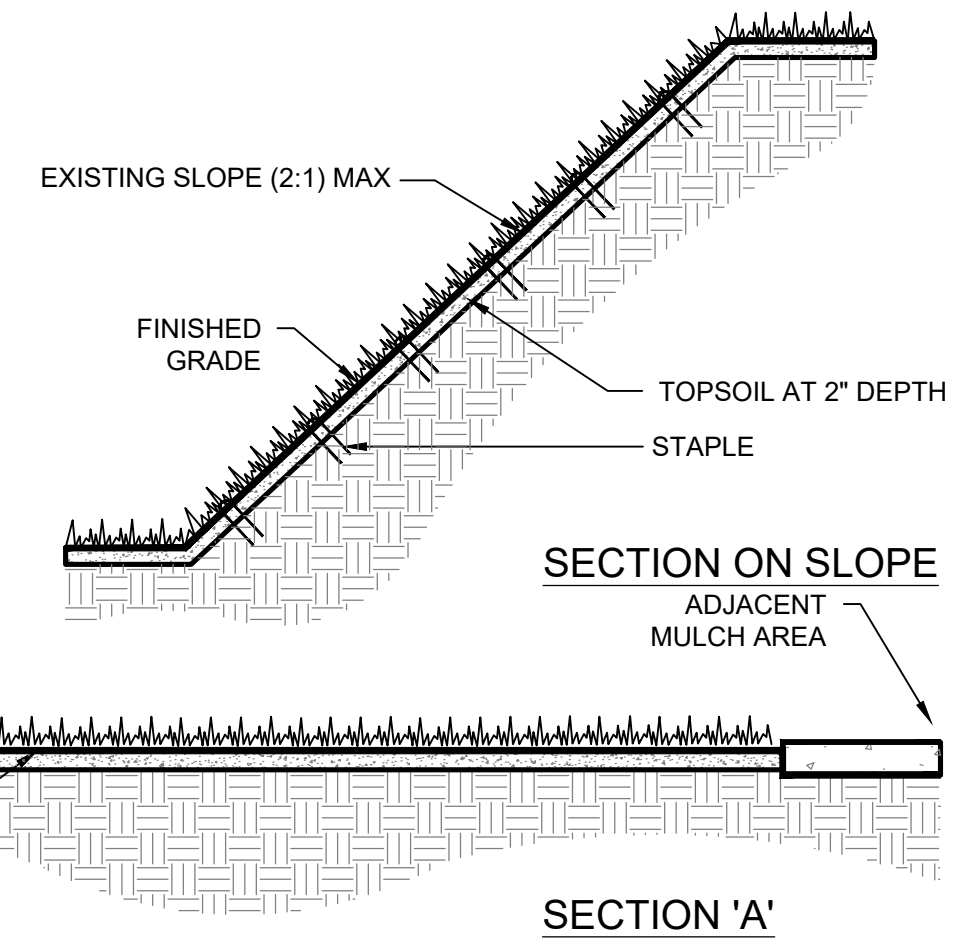
PLANTING NOTES
L-500

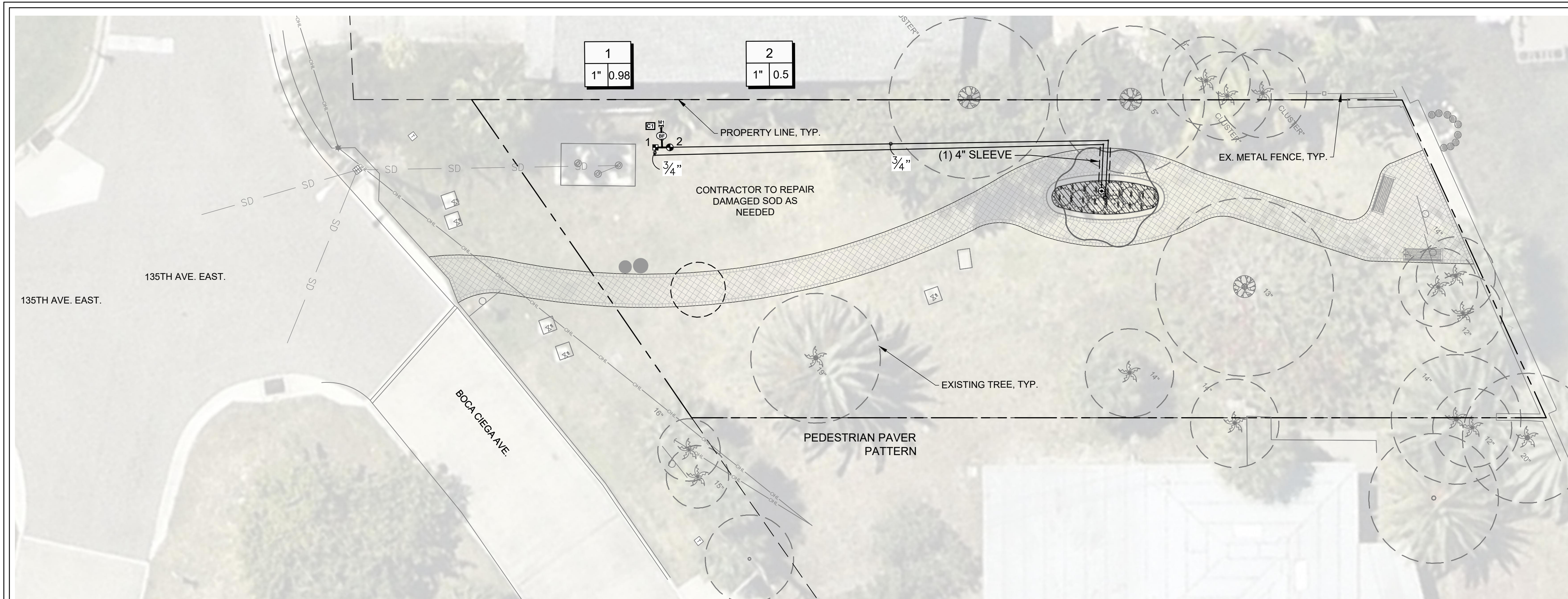
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DATE: 7/3/2024  
FIRM / BUSINESS NO.: \_\_\_\_\_ STATE: \_\_\_\_\_

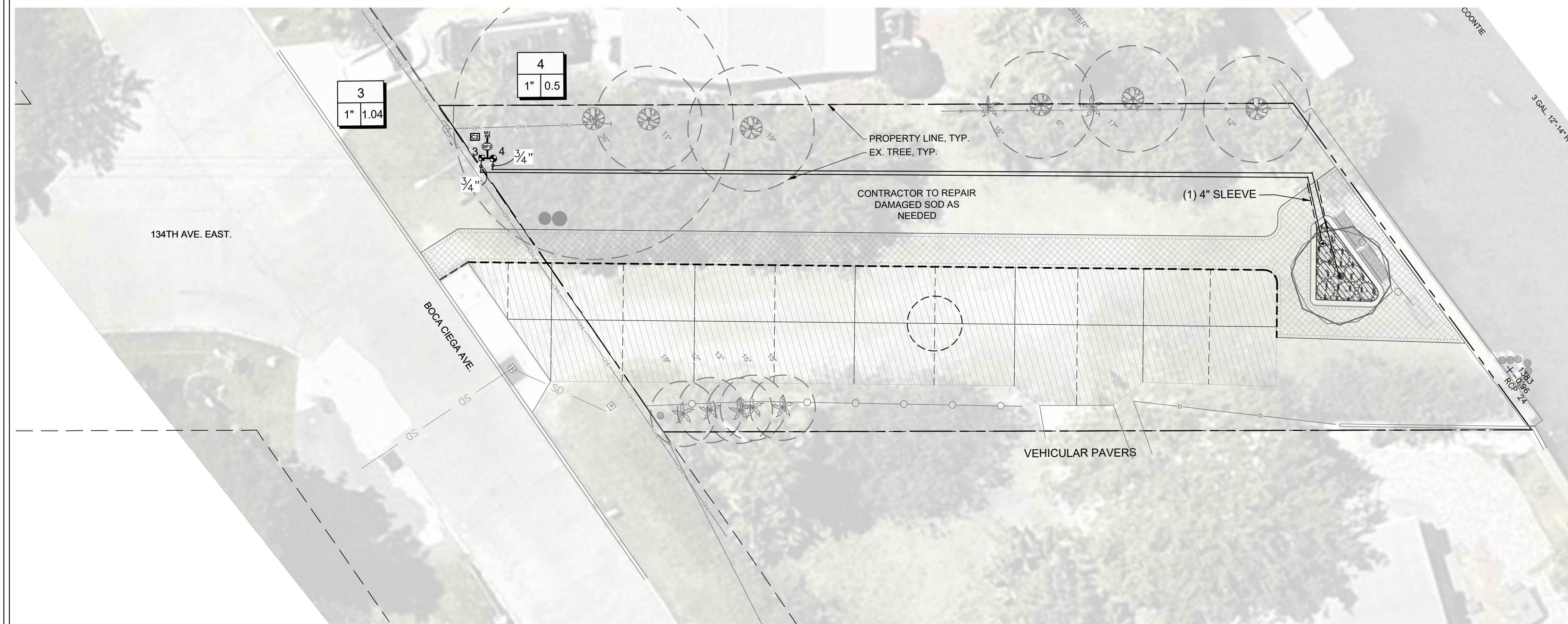
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ISSUED: OCTOBER 2023  
DRAWN BY: IG  
CHECKED BY: LMD  
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SHEET TITLE:  
**PLANTING DETAILS**

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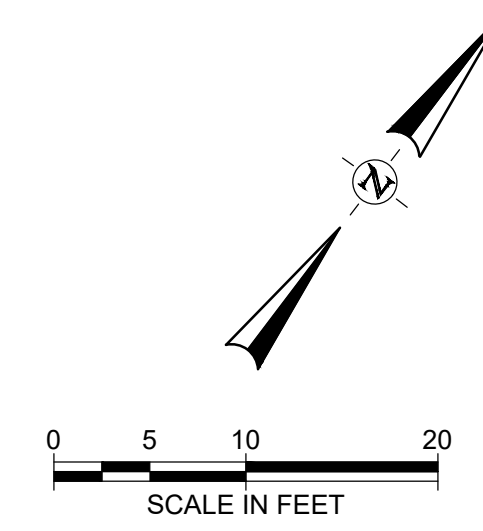




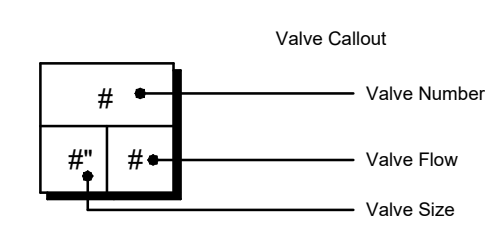
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2 134TH AVE. EAST



IRRIGATION SCHEDULE	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.
	HUNTER ICZ-101-25 1" DRIP CONTROL ZONE KIT, 1IN. ICV GLOBE VALVE WITH 1IN. HY100 FILTER SYSTEM, PRESSURE REGULATION: 25PSI, FLOW RANGE: 2 GPM TO 20 GPM, 150 MESH STAINLESS STEEL SCREEN.
	PIPE TRANSITION POINT IN DRIP BOX, PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER IN 6IN. DRIP BOX.
	AREA TO RECEIVE DRIPLINE HUNTER HDL-09-12-CV HDL-09-12-CV HUNTER DRIPLINE W/ 0.9 GPH EMITTERS AT 12" O.C. CHECK VALVE, DARK BROWN TUBING W/ BLACK STRIPING, DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, INSTALL WITH HUNTER PLD BARBED OR PLD-LOC FITTINGS.
	HUNTER ICV-G 1" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE.
	FESCO 825V 2" REDUCED PRESSURE BACKFLOW PREVENTER
	HUNTER P2C-400 LIGHT COMMERCIAL & RESIDENTIAL CONTROLLER, 4-STATION BASE MODULE CONTROLLER, 120 VAC, OUTDOOR/INDOOR MODEL.
	WATER METER 1-1/2"
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 3/4"
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21
	PIPE SLEEVE: PVC SCHEDULE 40



POCKET PARKS  
CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.



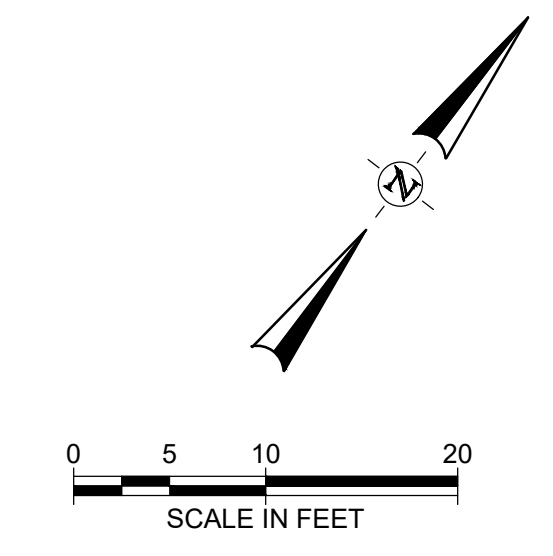
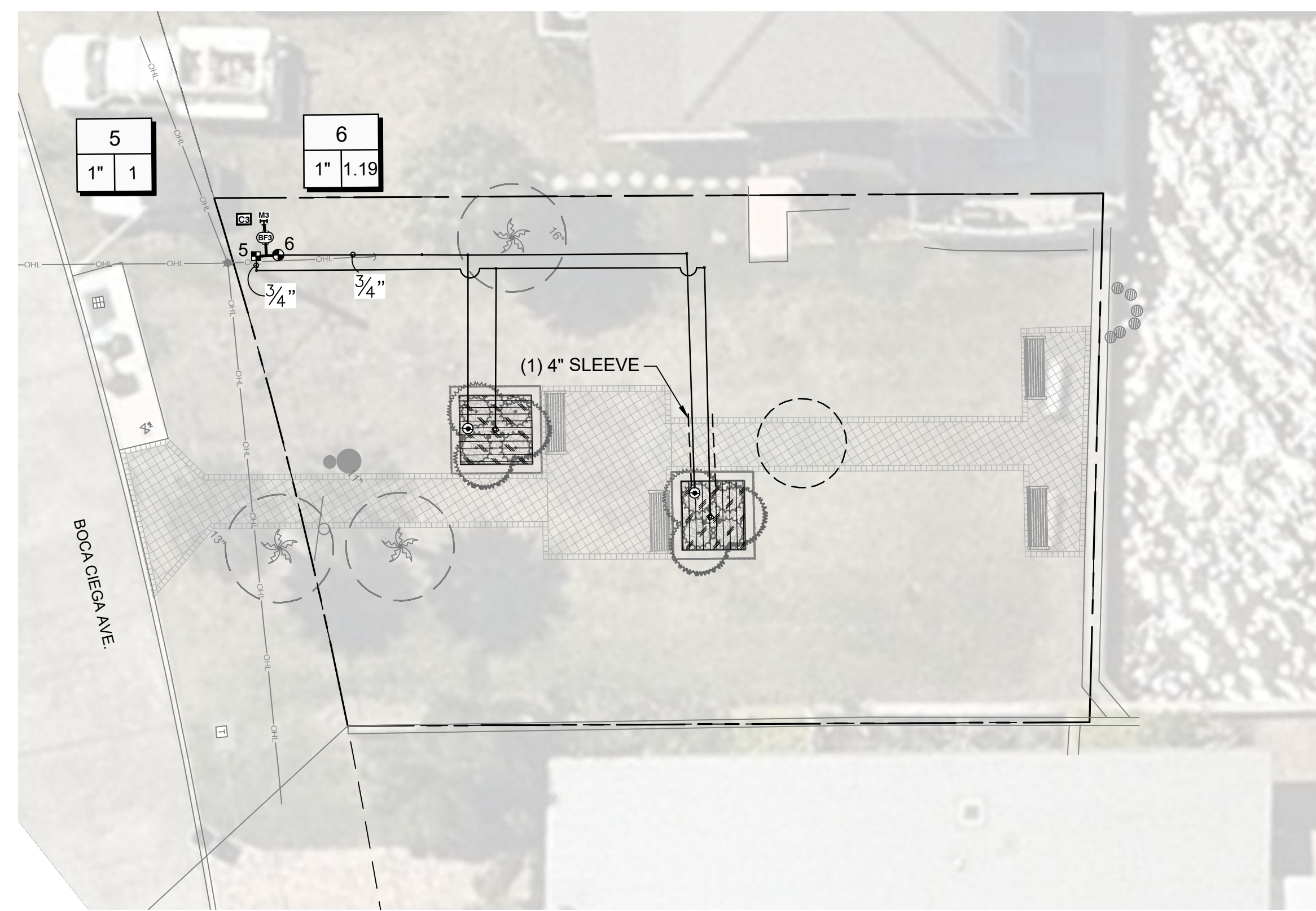
REVISION NO.	DATE	DESCRIPTION

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MARTIN STEFFEN, FLA 6667386  
NAME LICENSE NO.  
7/3/2024  
DATE  
2600036 FL  
FIRM / BUSINESS NO. STATE

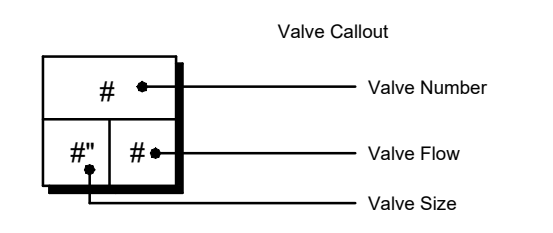
PROJECT NO.: 38545.001  
ISSUED: OCTOBER 2023  
DRAWN BY: IG  
CHECKED BY: LMD  
SCALE: 1" = 10'  
SHEET TITLE

IRRIGATION PLAN  
IR-101

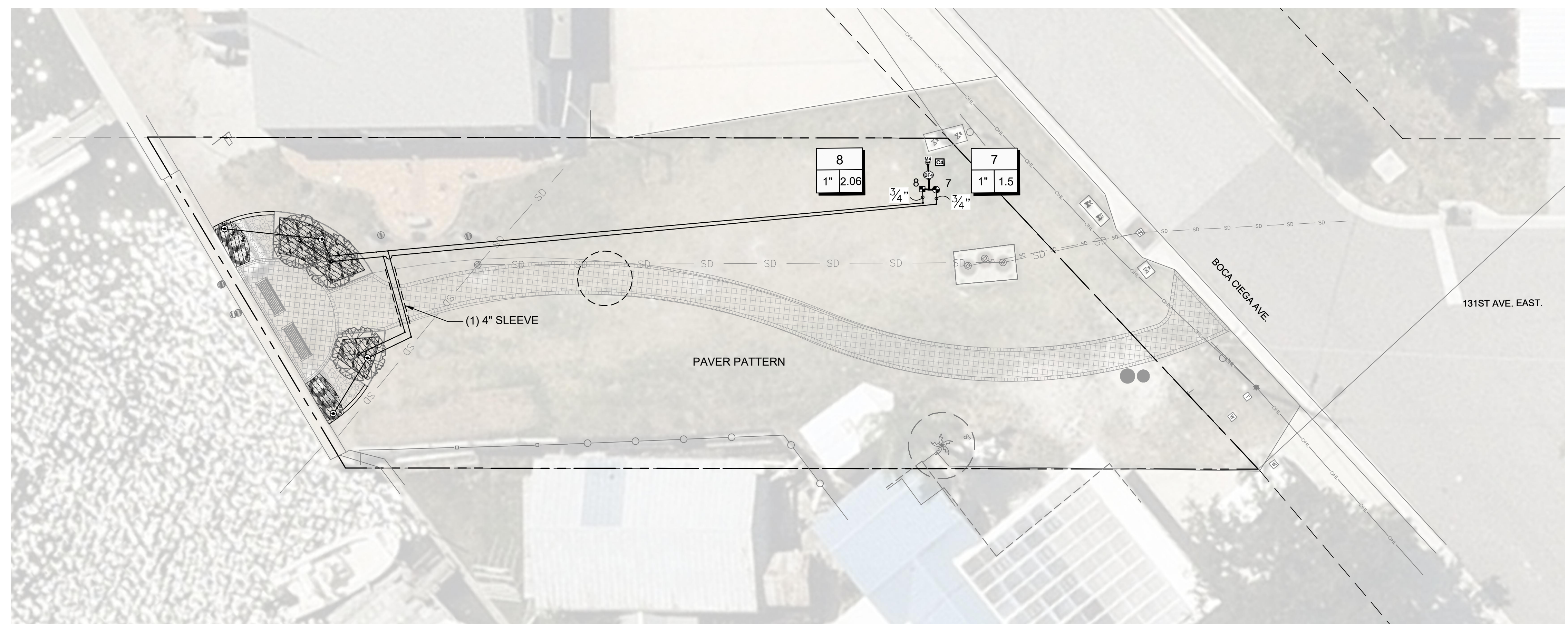




IRRIGATION SCHEDULE	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.
	HUNTER ICZ-101-25 1\"/>
	HUNTER HDL-09-12-CV Drip Control Zone Kit. 1IN. ICV GLOBE VALVE WITH 1IN. HY100 FILTER SYSTEM. PRESSURE REGULATION. 25PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.
	PIPE TRANSITION POINT IN DRIP BOX. PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER IN 6IN. DRIP BOX.
	AREA TO RECEIVE DRIPLINE. HUNTER HDL-09-12-CV HUNTER DRIPLINE W/ 0.9 GPH EMITTERS AT 12\"/>
	HUNTER ICV-G 1\"/>
	FEBCO B25Y 2\"/>
	HUNTER P2C-400 LIGHT COMMERCIAL & RESIDENTIAL CONTROLLER, 4-STATION BASE MODULE CONTROLLER, 120 VAC, OUTDOOR/INDOOR MODEL.
	WATER METER 1-1/2\"/>
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 3/4\"/>
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21
	PIPE SLEEVE: PVC SCHEDULE 40



3 132ND AVE. EAST



4 131ST AVE. EAST

POCKET PARKS

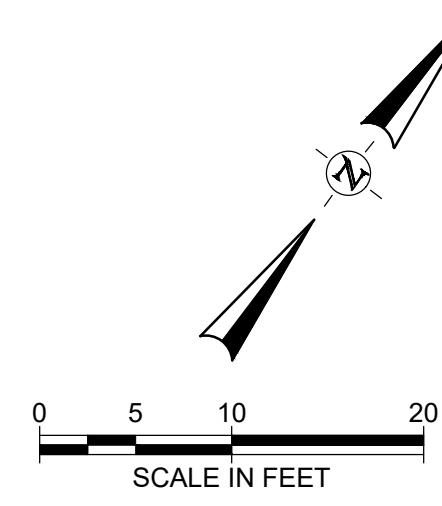
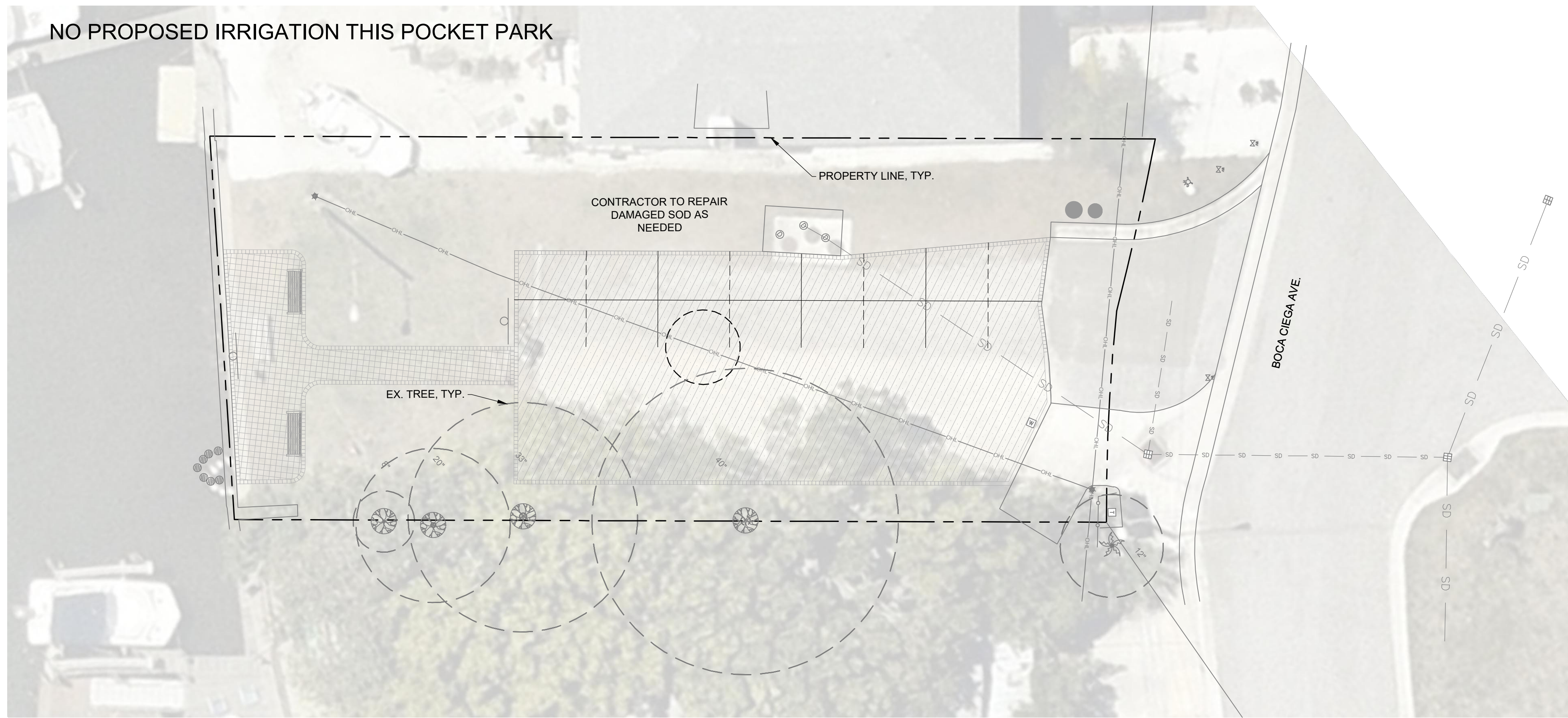
CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.



REVISION NO.	DATE	DESCRIPTION

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NAME LICENSE NO.  
7/3/2024  
DATE  
2600036 FL  
FIRM / BUSINESS NO. STATE

PROJECT NO.: 38545.001  
ISSUED: OCTOBER 2023  
DRAWN BY: IG  
CHECKED BY: LMD  
SCALE: 1" = 10'  
SHEET TITLE  
IRRIGATION PLAN  
IR-102



5 132ND AVE. EAST

FILE NAME: A:\380006\38545\01\1\ACADD\Sheets\I-BASE-IRRI-38454.001.dwg DATE: July 3, 2024, TIME: 1:26 PM, USER: ah4596

POCKET PARKS

CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.



3300 NORTH A ST.  
BUILDING 2, SUITE 120  
MADEIRA BEACH, FL 33708-5471  
TEL (407) 283-5232

REVISION NO.	DATE	DESCRIPTION

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NAME LICENSE NO.

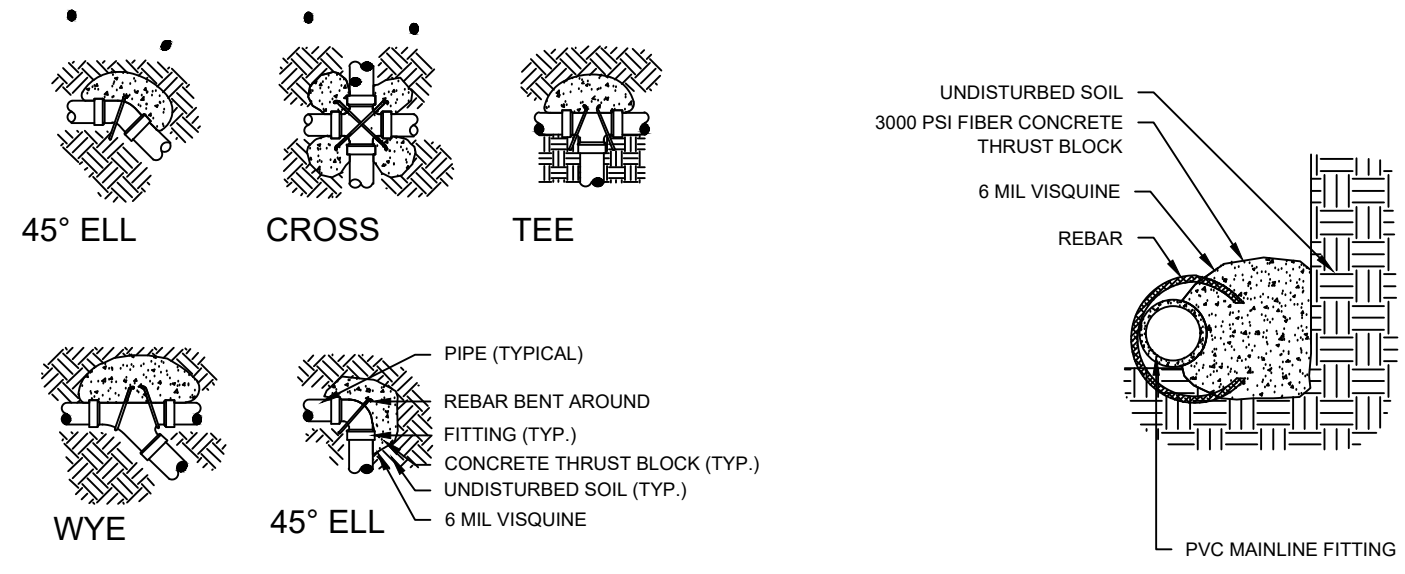
7/3/2024  
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2600036 FL  
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PROJECT NO.: 38545.001  
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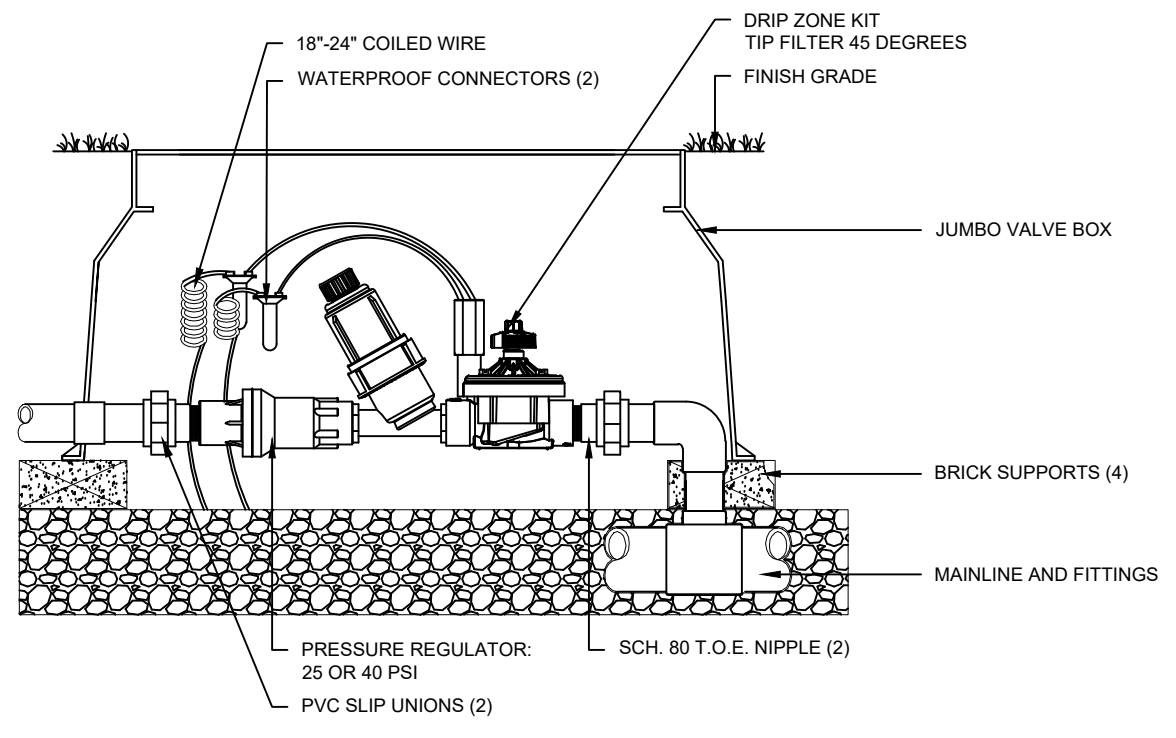
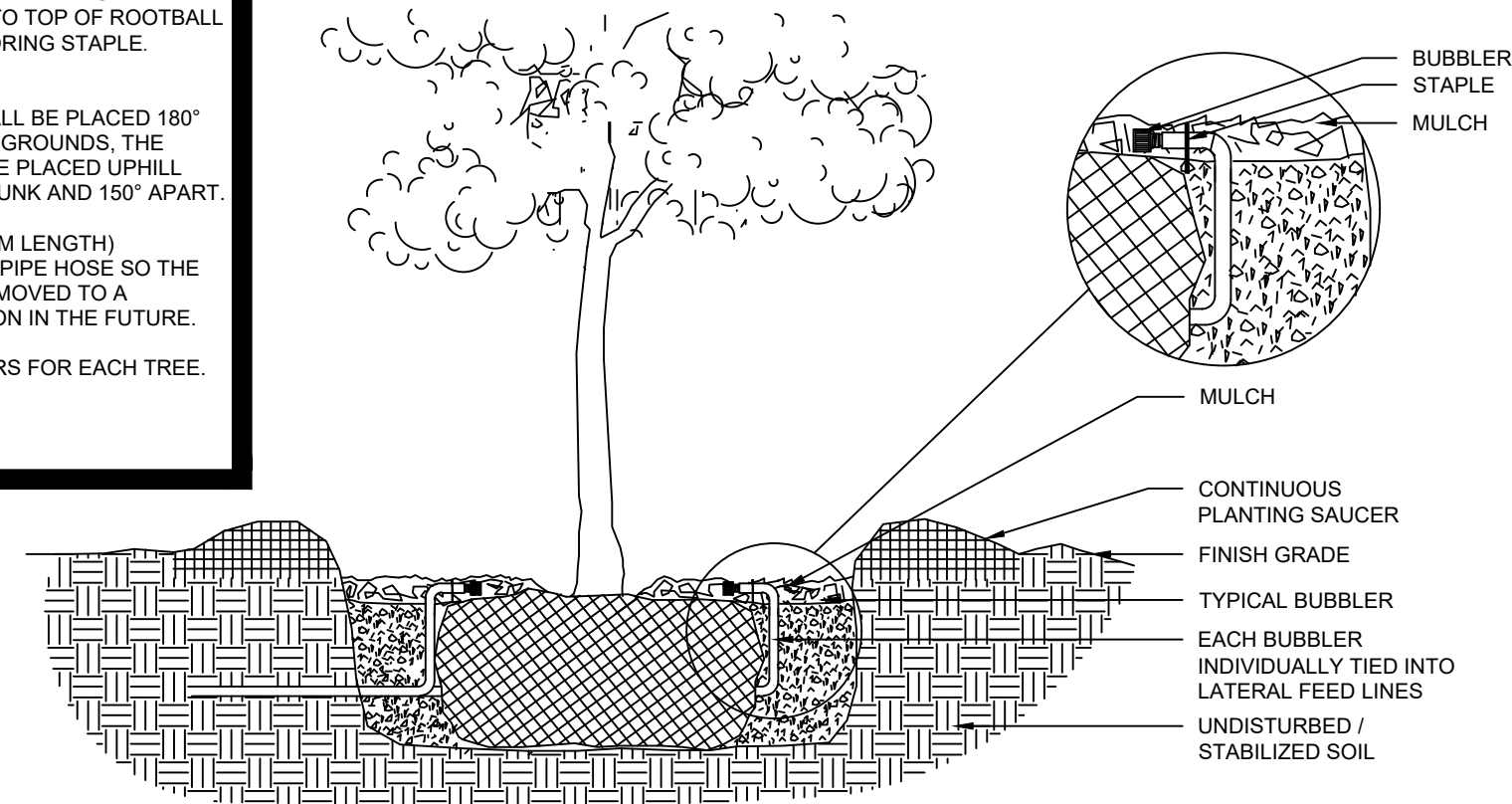
SHEET TITLE  
IRRIGATION  
PLAN

IR-103

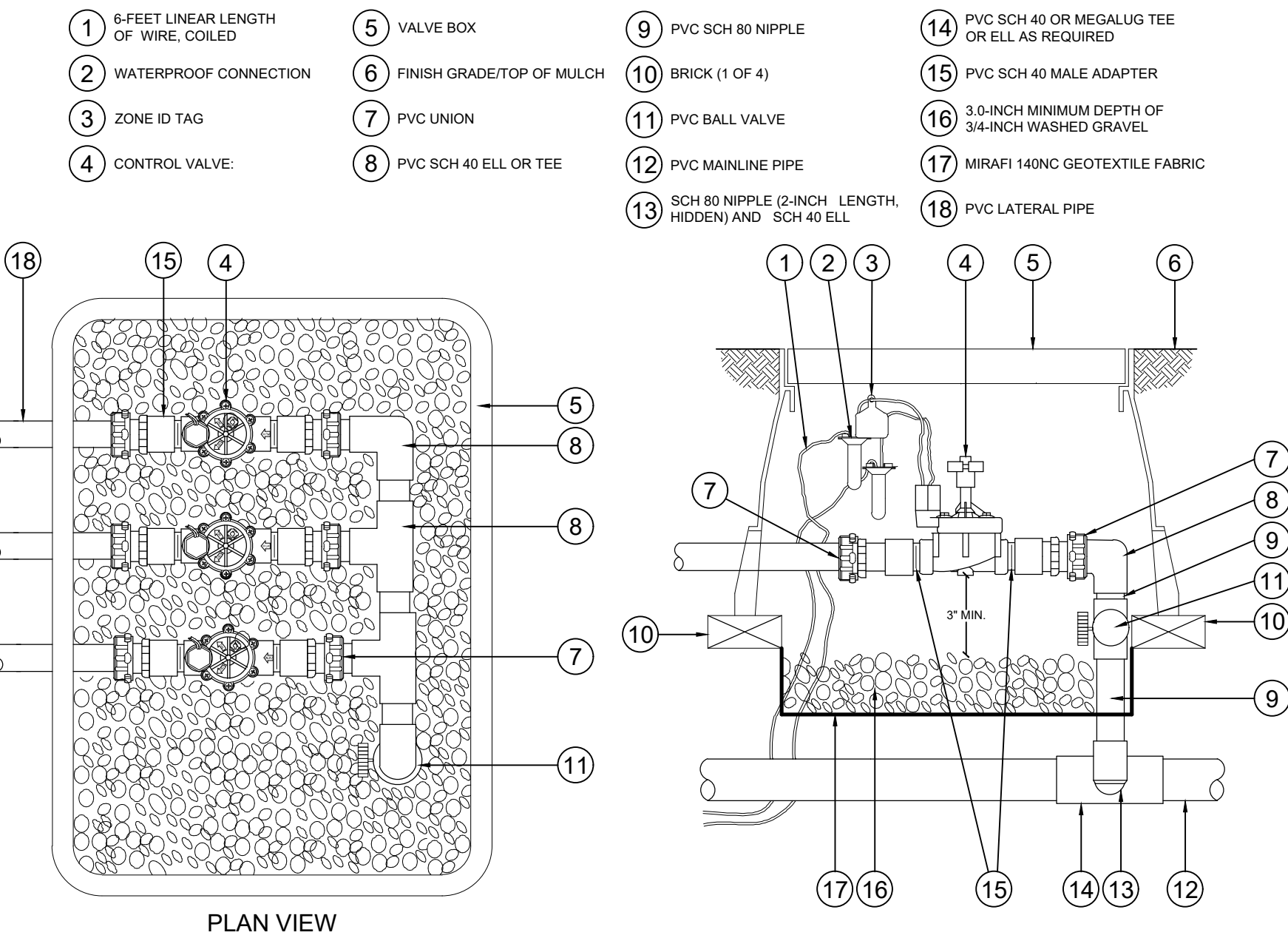


- NOTES:**
- SUPPLY LINES 2.0 INCHES IN DIAMETER AND LARGER SHALL RECEIVE CONCRETE THRUST BLOCKS AS SPECIFIED HEREIN & AS APPLICABLE.
  - ALL CONCRETE TO BE 2000 PSI OR STRONGER.
  - ALL REBAR SHALL BE RUST-FREE.
  - FITTINGS TO BE WRAPPED IN VISQUEEN BEFORE POURING THE THRUST BLOCK.
  - CONCRETE IS NOT TO INCREASE THE IRRIGATION MAINLINE.

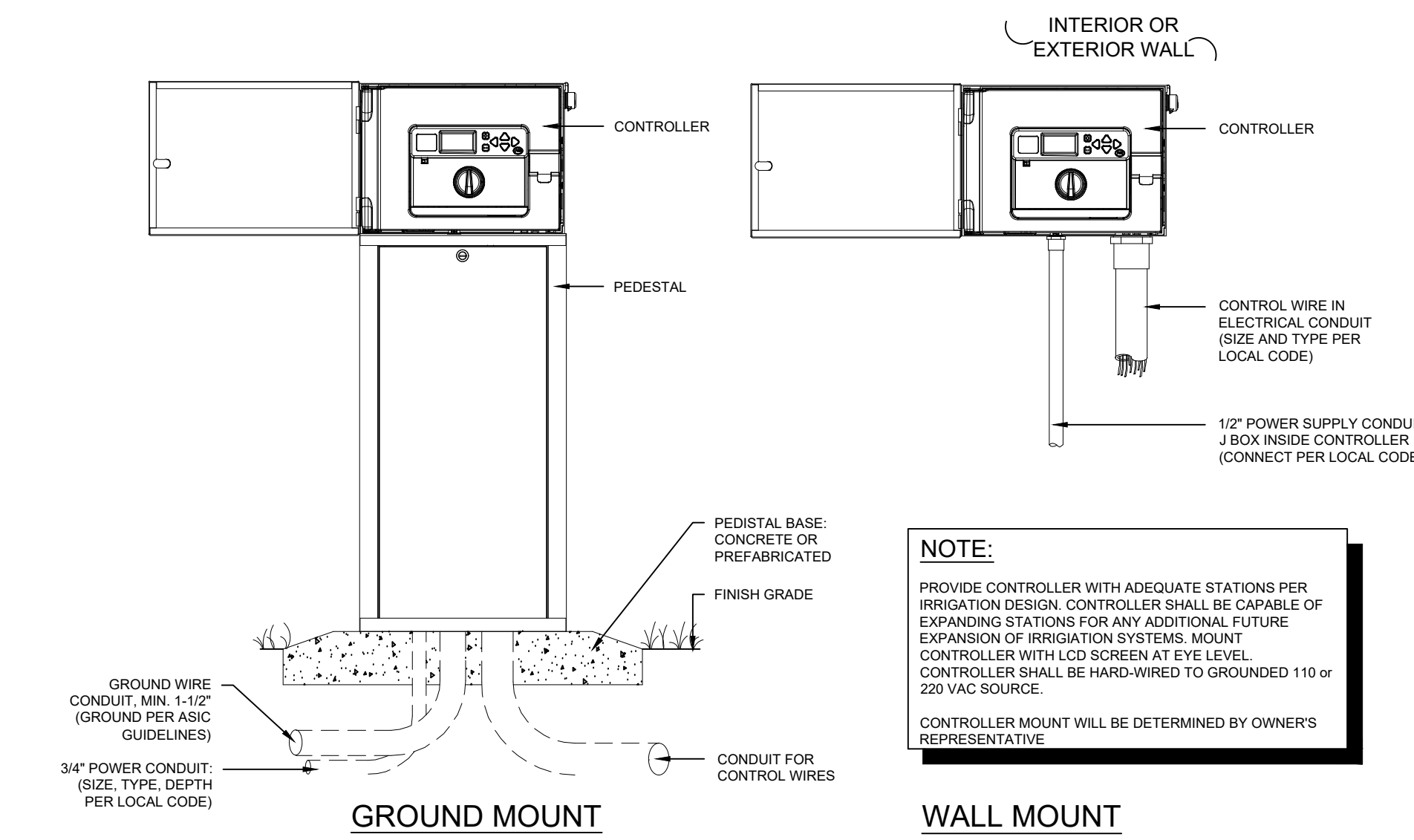
- NOTES:**
- BUBBLERS ARE TO BE PLACED AT THE MIDPOINT BETWEEN THE EDGE OF THE ROOTBALL AND THE MAIN TRUNK. SECURE BUBBLER TO TOP OF ROOTBALL WITH A SOIL ANCHORING STAPLE.
  - THE BUBBLERS SHALL BE PLACED 180° APART. IN SLOPING GROUNDS, THE BUBBLERS SHALL BE PLACED UPHILL FROM THE TREE TRUNK AND 150" APART.
  - PROVIDE (5' MINIMUM LENGTH) SUFFICIENT FUNNY PIPE HOSE SO THE BUBBLERS CAN BE MOVED TO A DIFFERENT LOCATION IN THE FUTURE.
  - PROVIDE 2 BUBBLERS FOR EACH TREE.



**1 TYPICAL THRUST BLOCKING DETAILS**  
NTS

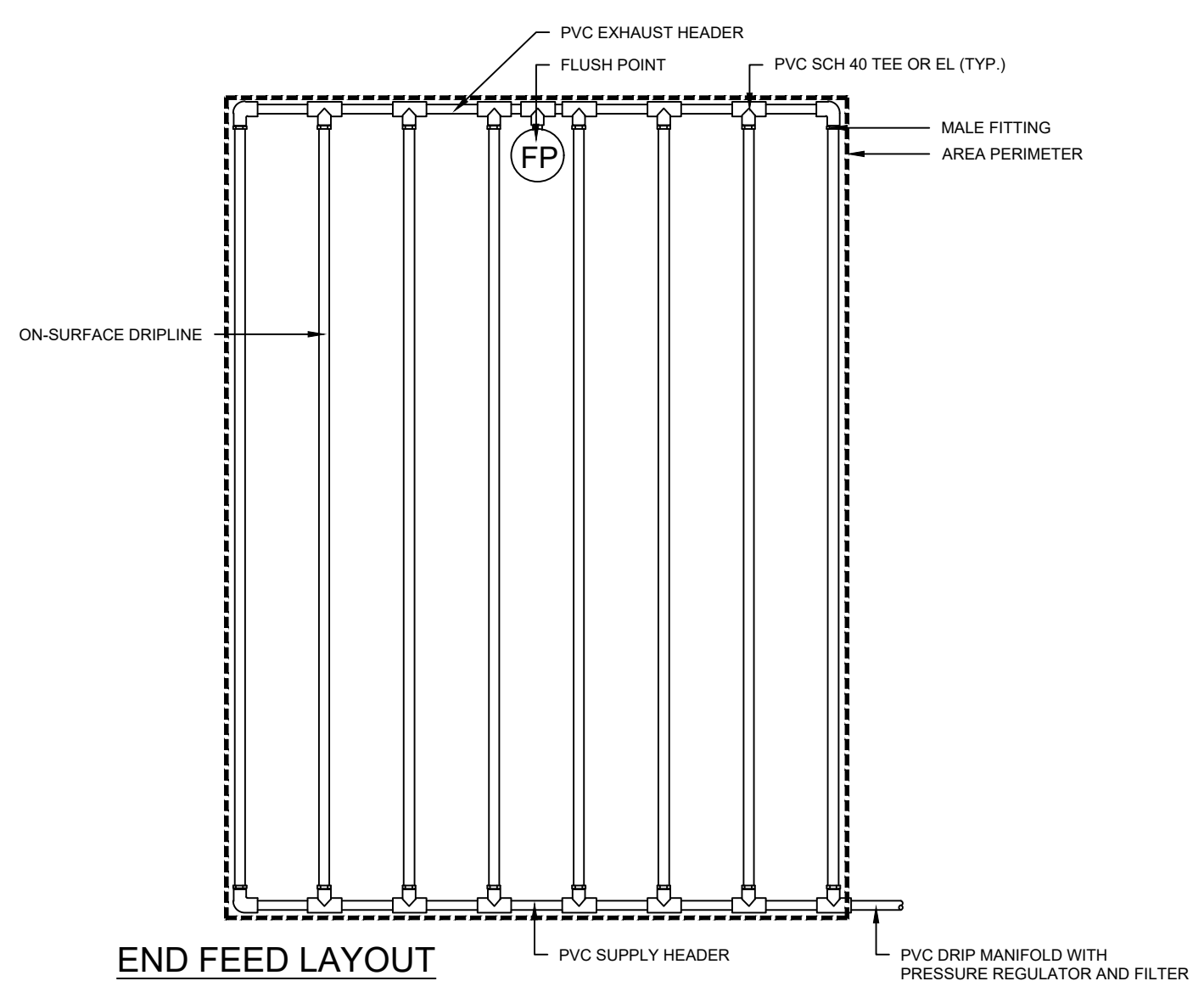


**2 TYPICAL BUBBLER DETAIL**  
NTS

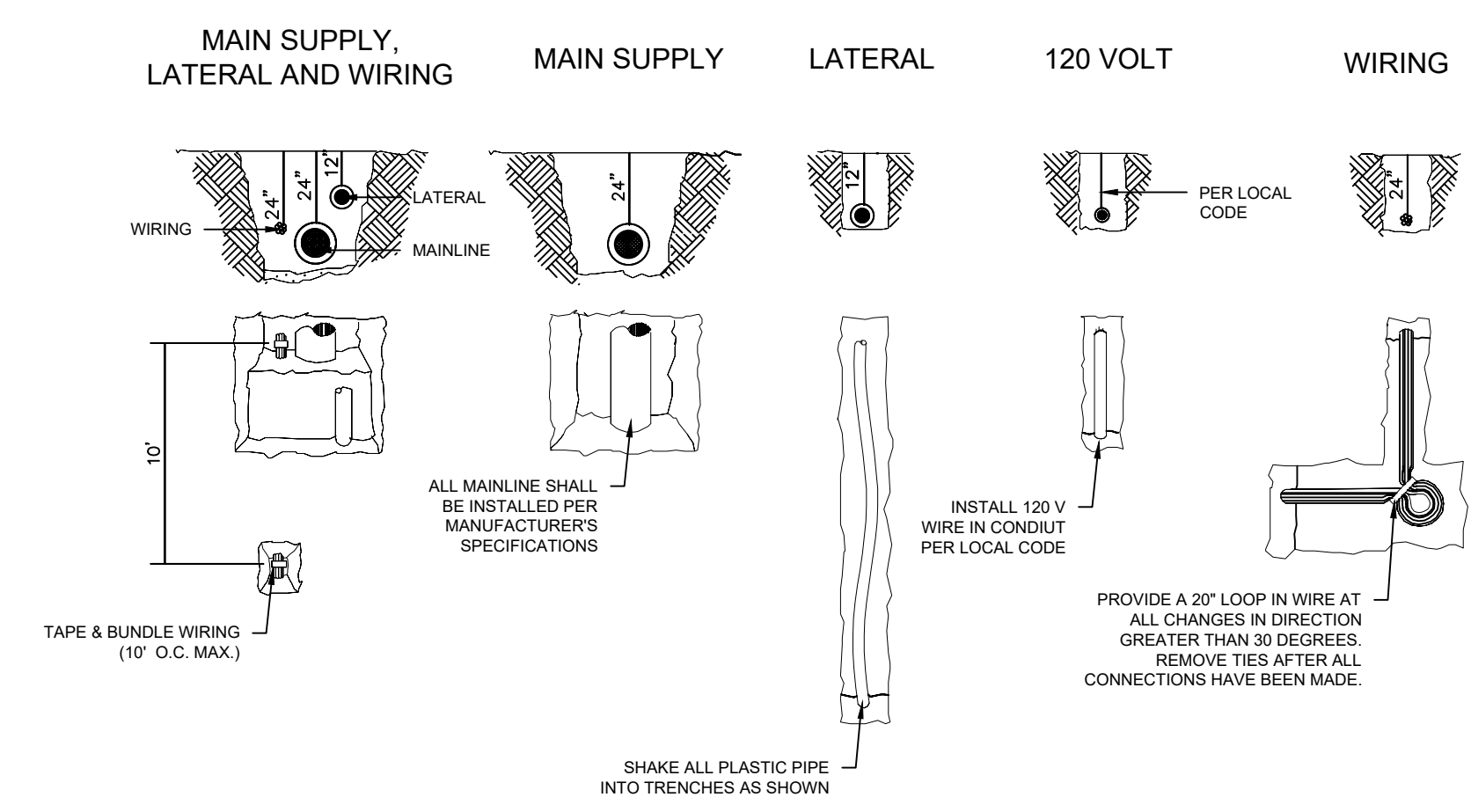


- NOTE:**
- PROVIDE CONTROLLER WITH ADEQUATE STATIONS PER IRRIGATION DESIGN. CONTROLLER SHALL BE CAPABLE OF EXPANDING STATIONS FOR ANY ADDITIONAL FUTURE EXPANSION OF IRRIGATION SYSTEMS. MOUNT CONTROLLER WITH LCD SCREEN AT EYE LEVEL. CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 or 220 VAC SOURCE.
- CONTROLLER MOUNT WILL BE DETERMINED BY OWNER'S REPRESENTATIVE.

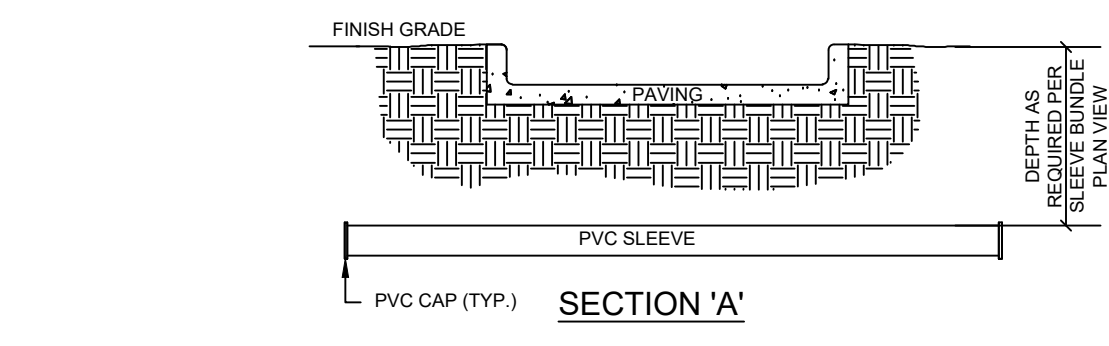
**3 TYPICAL VALVE (DRIP)**  
NTS



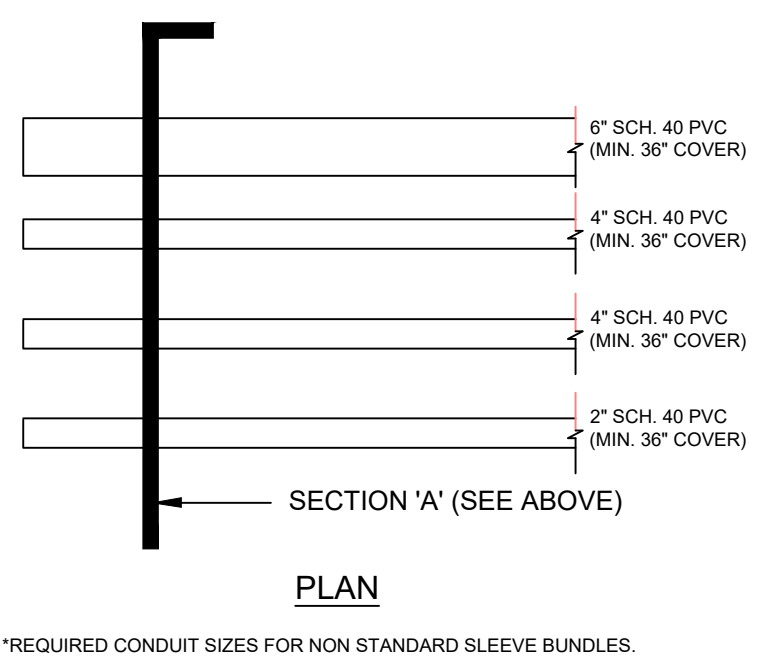
**4 TYPICAL VALVE MANIFOLD (BUBBLERS)**  
NTS



**5 TYPICAL CONTROLLER**  
NTS



- NOTES:**
- TO FACILITATE FUTURE CABLE INSTALLATION, CONDUITS ARE PLACED AS STRAIGHT AS POSSIBLE WITHIN THE TRENCH.
  - WHERE CONDUIT BREAKS ARE ANTICIPATED (I.E. AT ROAD CROSSINGS WITH MEDIAN ACCESS) THE ENTIRE LENGTH SHALL BE INSTALLED AS ONE UNIT AND THEN THE BREAK SHALL BE CUT AND REMOVED.
  - SLEEVING SHALL EXTEND A MINIMUM OF 24" BEYOND EDGE OF PAVEMENT.
  - THE LOCATION OF SLEEVE ENDS SHALL BE RECORDED USING TWO PERMANENT REFERENCE POINTS AND THE APPROXIMATE DEPTH BELOW FINISH GRADE.
  - CONDUITS SHALL BE INSTALLED WITH CLEAN (BARB FREE) ENDS AND FREE OF CRACKING AND OTHER DAMAGE.
  - CONTRACTOR TO REFER TO IRRIGATION PLANS FOR SLEEVE SIZE, QUANTITY AND LOCATION.



**6 TYPICAL DRIPLINE LAYOUT**  
NTS

**PIPE SIZE TABLE**

IRRIGATION ZONE DEMAND GALLONS PER MINUTE (GPM)	MINIMUM PIPE SIZE
5-10	3/4"
11-15	1"
16-25	1-1/4"
26-32	1-1/2"
33-52	2"
53-75	2-1/2"
76-110	3"

REFER TO EACH IRRIGATION ZONE ON PLAN DRAWINGS FOR ZONE GPM

ALL PIPE SHALL BE SIZED SO AS NOT TO EXCEED 5 FPS

**7 TYPICAL TRENCH DETAIL**  
NTS

**8 SLEEVE BUNDLE**  
NTS

**8 PIPE SIZE TABLE**  
NTS

POCKET PARKS  
CITY OF MADEIRA BEACH  
MADEIRA BEACH, FL.



REVISION NO.	DATE	DESCRIPTION

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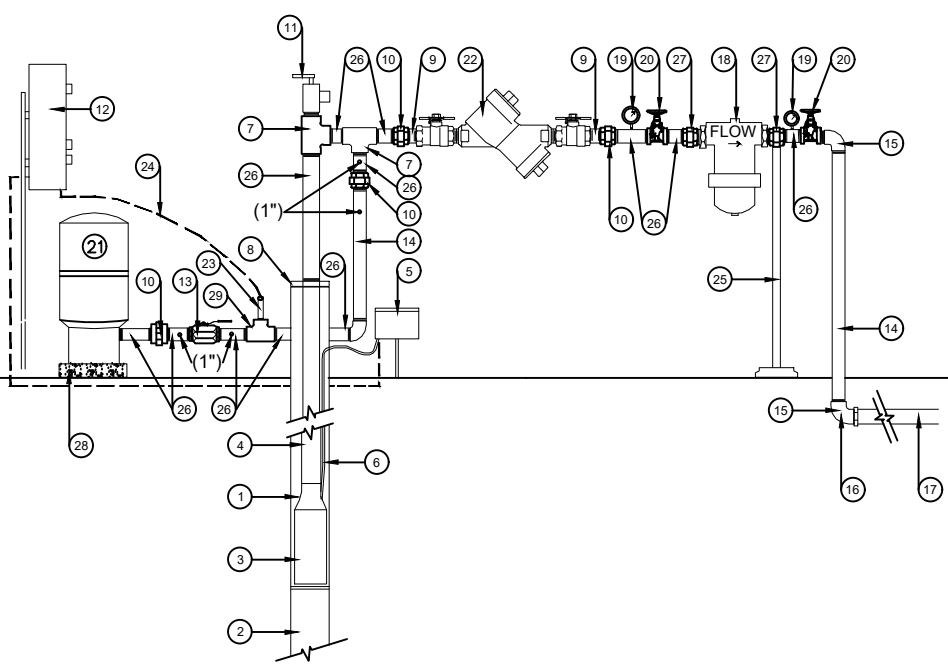
2600036 FL  
FIRM / BUSINESS NO. STATE

PROJECT NO.:	38545.001
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SCALE:	1" = 10'
SHEET TITLE	

IRRIGATION DETAILS  
IR-501

NOTE:

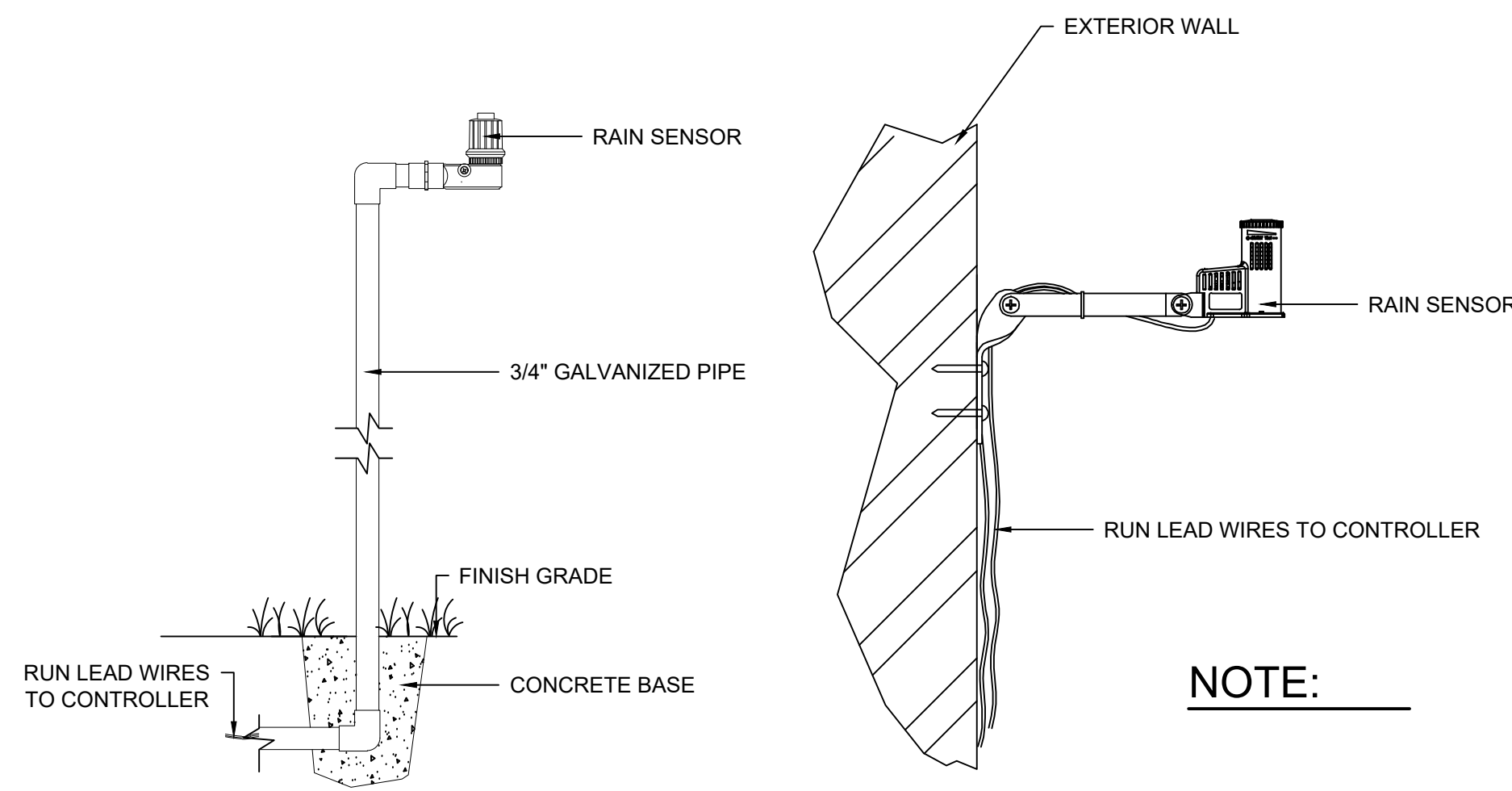
ALL SIZES AND CAPACITIES SHOWN FOR INFORMATIONAL PURPOSES ONLY. \* ALL PIPING SHALL BE SIZED TO MATCH IRRIGATION MAINLINE UNLESS OTHERWISE NOTED. ABOVE GROUND PIPE SHALL BE GALVANIZED, BELOW GROUND PIPE SHALL BE CLASS 200 PVC.



1 TYPICAL IRRIGATION WELL AND VFD PUMP STATION NTS

LEGEND

- 1 4" OR 5" WELL CASING
2 OPEN HOLE (DEPTH TBD)
3 SUBMERSIBLE PUMP WITH THREE PHASE MOTOR
4 DROP PIPE (GALV. SCH 40)
5 JUNCTION BOX
6 SUBMERSIBLE CABLE
7 GALVANIZED TEE
8 WELL SEAL
9 2" DIELECTRIC NIPPLE
10 GALVANIZED UNION
11 CLA-VAL #55F PRESSURE RELIEF VALVE (3/4")
12 CONTROL PANEL
13 (1") BRASS BALL VALVE
14 GALVANIZED PIPE
15 GALVANIZED ELBOW
16 PVC ADAPTER
17 IRRIGATION MAINLINE (SIZE AS PER PLANS)
18 2" AMIAD SUPER T 100 MESH FILTER
19 200 PSI PRESSURE GAUGE (LIQUID FILLED)
20 GATE VALVE
21 20-GALLON PRESSURE TANK (ABOVE GROUND)
22 BACKFLOW DEVICE PER LOCAL CODE
23 PRESSURE TRANSDUCER (INCLUDED IN SPD PACKAGE)
24 TRANSDUCER CABLE (INCLUDED WITH TRANSDUCER)
25 PIPE SUPPORTS, (2) REQUIRED FOR LARGE PIPE AND (1) FOR 2" PIPE
26 GALVANIZED NIPPLE
27 SCHEDULE 80 PVC UNION
28 THREE PHASE POWER FROM VFD TO MOTOR
29 1" X 1/2" GALVANIZED TEE



2 TYPICAL RAIN SENSOR NTS

GENERAL IRRIGATION NOTES:

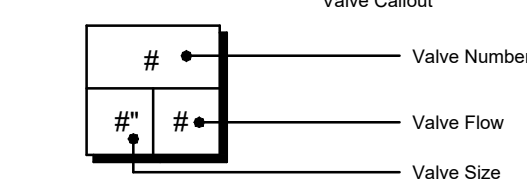
- 1. SCOPE OF WORK: THE WORK CONSISTS OF THE PREPARATION OF DESIGN DOCUMENTS AND INSTALLING A COMPLETE UNDERGROUND IRRIGATION SYSTEM...
2. POINT OF CONNECTION SHALL BE A PUMP AND WELL...
3. LIMITS OF IRRIGATION: PROVIDE 100% COVERAGE OF ALL PREPARED PLANTING BEDS...
4. IRRIGATION TO MEET CITY OF NEW PORT RICHEY IRRIGATION STANDARDS...
5. ANY PERMITS FOR THE INSTALLATION OR CONSTRUCTION OF ANY OF THE WORK INCLUDED UNDER THIS CONTRACT...
6. DESIGN PLANS: THE LANDSCAPE IRRIGATION SUBCONTRACTOR SHALL SUBMIT DESIGN DRAWINGS FOR REVIEW AND APPROVAL...
7. PRIOR TO PURCHASING, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS...
8. HEAD PLACEMENT SHOULD ALWAYS BE DONE WHILE TAKING INTO CONSIDERATION...
9. AUTOMATIC CONTROL TIMER, PUMP/WELL ASSEMBLY, BACKFLOW PREVENTER, AND RAIN SENSOR LOCATIONS...
10. FIELD ALTERATIONS MADE IN THE IRRIGATION CONTRACT DRAWING...
11. THE CONTRACTOR SHALL STAKE OUT THE LOCATION OF EACH RUN OF PIPE...
12. THE IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE THE PLACEMENT OF THE IRRIGATION EQUIPMENT...
13. OPEN CUTS IN ASPHALT AND WALKS ARE NOT PERMITTED...
14. SLEEVES UNDER ROADWAYS AND SIDEWALKS ARE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR...
15. ALL TRENCES WITHIN FIFTEEN FEET (15') OF EXISTING TREES...
16. NO ROOTS SHALL BE CUT WITHIN A FIFTEEN FOOT (15') RADIUS...
17. CONTRACTOR SHALL COORDINATE ELECTRICAL AND WATER REQUIREMENTS...
18. ALL PIPE SHALL BE SIZED SO AS NOT TO EXCEED 5 FPS...
19. INITIAL BACKFILL ON PVC LINE SHALL BE PULVERIZED NATIVE SOIL...
20. RECORD DRAWINGS: AFTER FINAL ACCEPTANCE OF THE COMPLETED INSTALLATION...
21. CONTRACTOR SHALL SUPPLY ZONE MAP...
22. THE DRAWINGS ARE TO BE CONSIDERED DIAGRAMMATIC...

IRRIGATION SCHEDULE

Table with columns: SYMBOL, MANUFACTURER/MODEL/DESCRIPTION, QTY, PSI. Lists various irrigation components like flood bubblers, drippers, valves, and piping.

VALVE SCHEDULE

Table with columns: NUMBER, MODEL, SIZE, TYPE, GPM, WIRE, PSI @ POC, PRECIP. Lists valve specifications for different areas and dripline types.



CRITICAL ANALYSIS

Water Source Information:
Flow Available: 181.94 GPM
Point of Connection Size: 3"
Pressure Available: 65 PSI
Design Analysis:
Maximum Station Flow: 100 GPM
Flow Available at POC: 181.94 GPM
Residual Flow Available: 81.94 GPM

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



REVISION table with columns: NO., DATE, DESCRIPTION.

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DATE: 7/3/2024
FIRM / BUSINESS NO. FL STATE

PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE: 1" = 10'

SHEET TITLE
IRRIGATION DETAILS AND NOTES
IR-502



# BOUNDARY/TOPOGRAPHIC SURVEY

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

### SURVEYOR'S REPORT

#### ACCURACY:

- ALL MEASUREMENTS, DISTANCES, ELEVATIONS (IF SHOWN) AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE (5J-17FAC).
- METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.
- THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM STANDARDS OF PRACTICE (5J-17 FAC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE MET THIS REQUIREMENT.

#### DATA SOURCES:

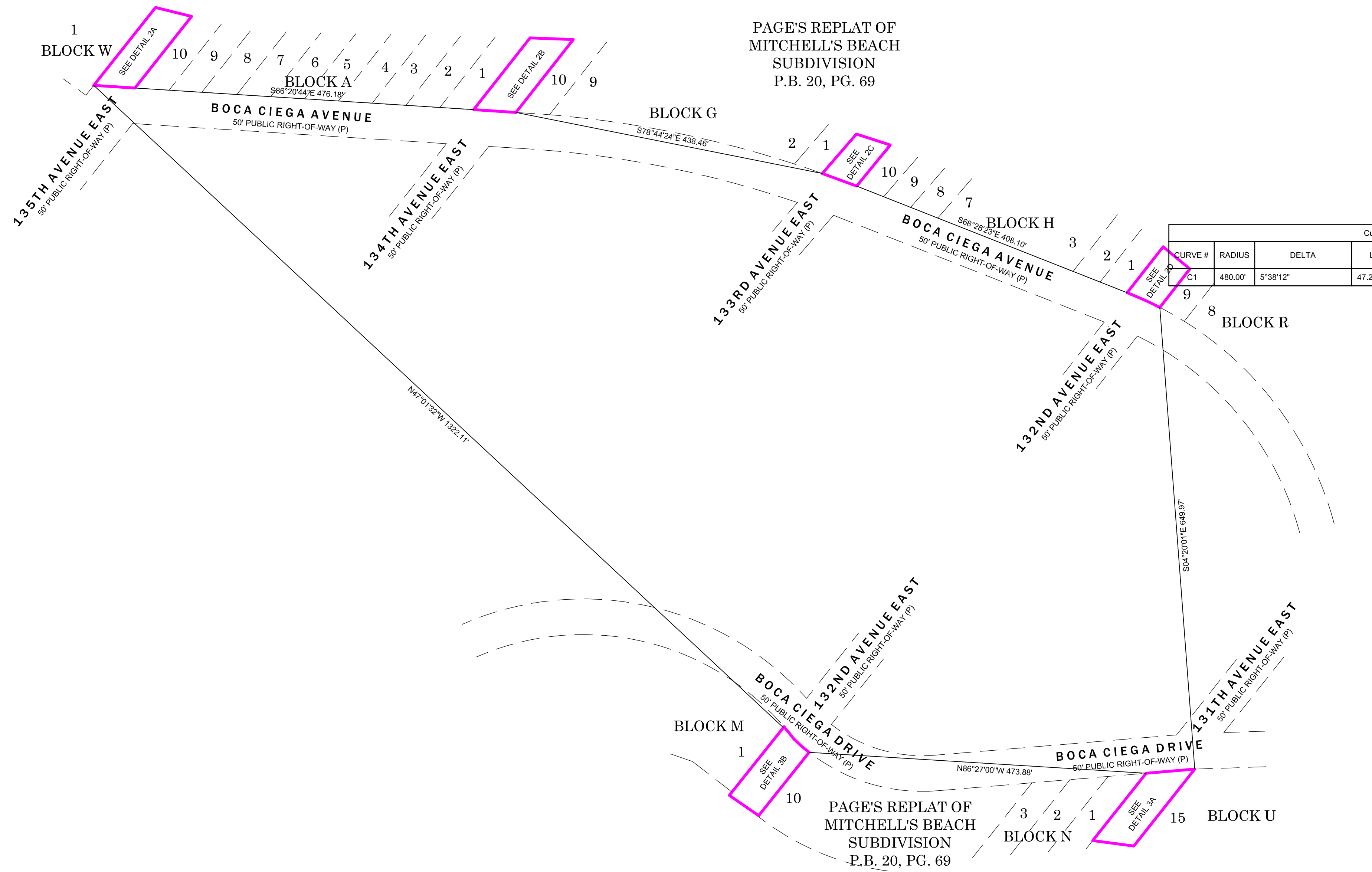
- BASIS OF BEARINGS IS THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM, 1983 ADJUSTMENT.
- PLAT OF PAGE'S REPLAT OF MITCHELL'S BEACH SUBDIVISION, RECORDED IN PLAT BOOK 69, PAGE 20, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

#### LIMITATIONS:

- PURPOSE OF SURVEY:
- USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR / CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THERE MAY BE ITEMS DRAWN OUT OF SCALE AND / OR MOVED ON THE MAP OF SURVEY TO GRAPHICALLY SHOW THEIR LOCATION. PRINTED DIMENSIONS SHOWN ON THE SURVEY SUPERSEDE SCALED DIMENSIONS.
- UNDERGROUND FOUNDATIONS AND THEIR LOCATIONS HAVE NOT BEEN DETERMINED.
- IRRIGATION EQUIPMENT AND / OR THEIR APPURTENANCES HAVE NOT BEEN MAPPED.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY EXIST ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ONLY THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES WHICH WERE READILY APPARENT FROM GROUND LEVEL TO THE SURVEYOR ON THE ACTUAL DAY OF THE FIELD SURVEY WERE LOCATED. NO EXCAVATIONS OR SUBSURFACE WORK EFFORTS OF ANY KIND WERE PERFORMED BY THE SURVEYOR TO VERIFY THE EXISTENCE OF ANY UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES SHOWN, COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
- THERE MAY BE ADDITIONAL UTILITY STRUCTURES (DRAINAGE, SANITARY, ELECTRIC, COMMUNICATIONS, ETC.) THAT WERE NOT READILY APPARENT AT THE TIME OF THE SURVEY.

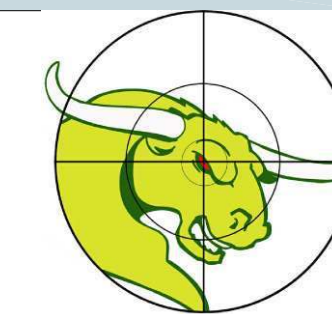
#### BOUNDARY INCONSISTENCIES:

- ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE DESCRIPTION AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY. ALL PERIMETER BEARINGS AND DISTANCES ARE BY FIELD MEASURED UNLESS SO NOTED.



## BULLSEYE SURVEYING, INC.

LB 7818  
 4590 ULMERTON RD,  
 SUITE 115  
 CLEARWATER, FL 33762  
 PHONE: 727-475-8088  
 FAX: 727-264-0457



**PARCEL INFORMATION:**  
 SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
 HILLSBOROUGH COUNTY, FLORIDA

#### ABBREVIATIONS

- DENOTES**
- FIR=FOUND IRON REBAR (SIZE AS NOTED)
  - FDH=FOUND DRILL HOLE
  - FN=FOUND NAIL
  - FN&D=FOUND NAIL & DISK
  - FOP=FOUND OPEN PIPE
  - LB=LICENSED BUSINESS
  - OR=OFFICIAL RECORDS BOOK
  - PB=PLAT BOOK
  - PG=PAGE
  - PLS=PROFESSIONAL LICENSED SURVEYOR
  - PLS=PROFESSIONAL LICENSED SURVEYOR
  - PSM=PROFESSIONAL SURVEYOR AND MAPPER
  - PVC=POLYVINYL CHLORIDE
  - RCP=REINFORCED CONCRETE PIPE
  - RLS=REGISTERED LICENSED SURVEYOR
  - SIR=SET 1/2" REBAR AND CAP BULLSEYE CONTROL POINT
  - SND=SET NAIL AND DISK LB 7818
  - TBM=TEMPORARY BENCHMARK

#### SYMBOL LEGEND

- DENOTES**
- BOLLARD
  - DRAINAGE MANHOLE
  - ELECTRIC EQUIPMENT
  - FIRE HYDRANT
  - FLAG POLE
  - GRATE INLET
  - GUY ANCHOR
  - LIGHT POLE(WOOD)
  - MAIL BOX
  - RECLAIMED WATER METER
  - SANITARY VALVE
  - SIGN
  - TREE(OTHER)
  - TREE(PALM)
  - TELEPHONE EQUIPMENT
  - WATER METER
  - WATER VALVE
  - WOOD UTILITY POLE

THIS SURVEY AND THE COPIES THEREOF, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL, THE SURVEY OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ADDITIONS OR DELETIONS TO SURVEY REPORTS OR MAPS BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED

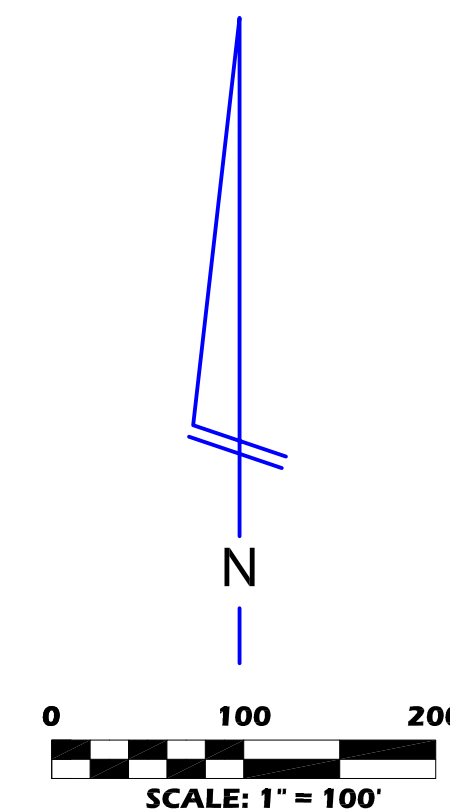
CERTIFIED TO:

- 

GEORGE R. MARTIN  
 PROFESSIONAL SURVEYOR & MAPPER  
 LICENSE NUMBER LS 6019  
 STATE OF FLORIDA

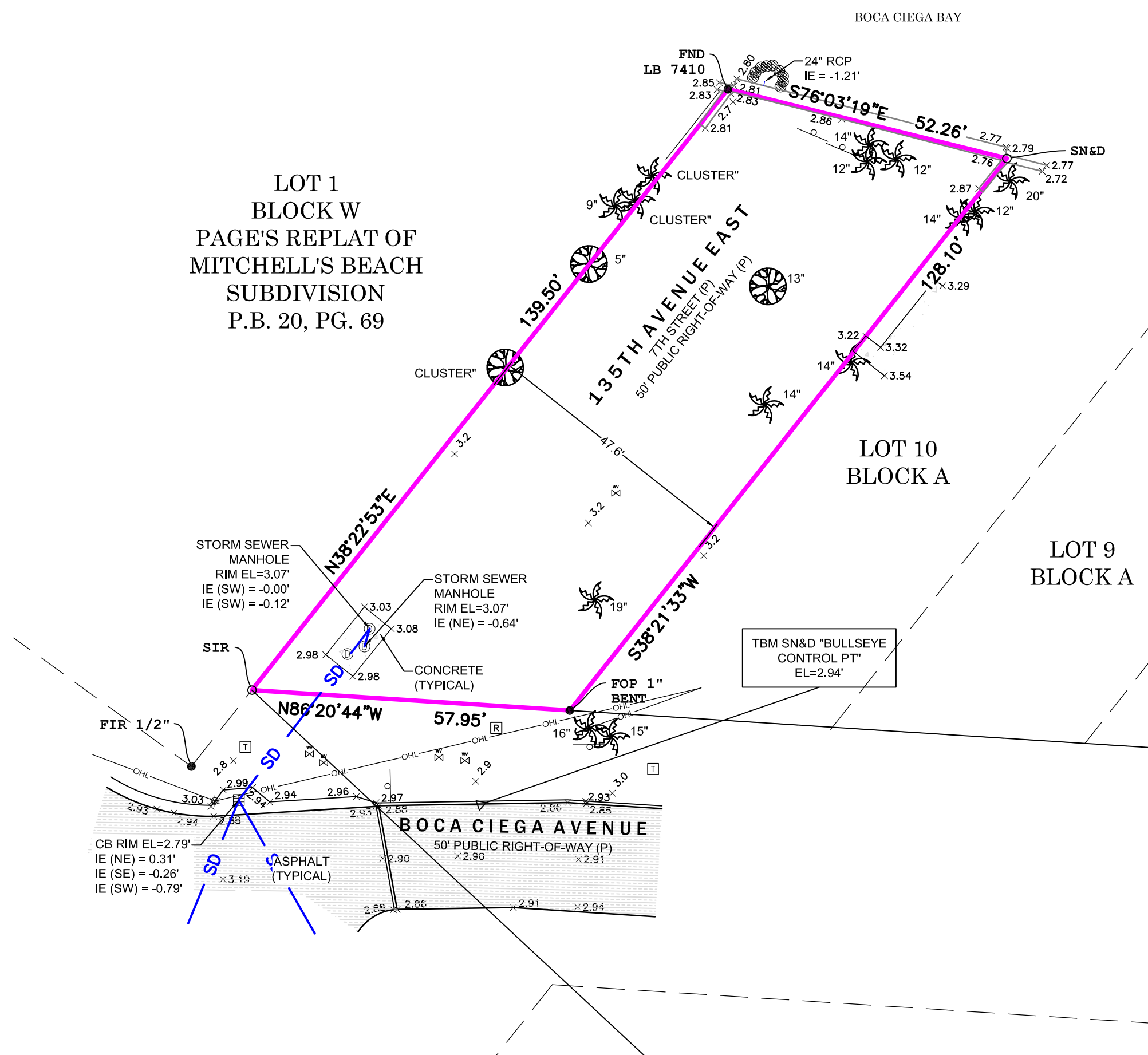
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DRAFTED BY	SURVEY FIELD DATE	
VPL	07/03/2023	
PROJECT NUMBER	FILE NAME	
23-033	23-033-1.dwg	

REVISIONS		
#	DATE	DETAILS
1		

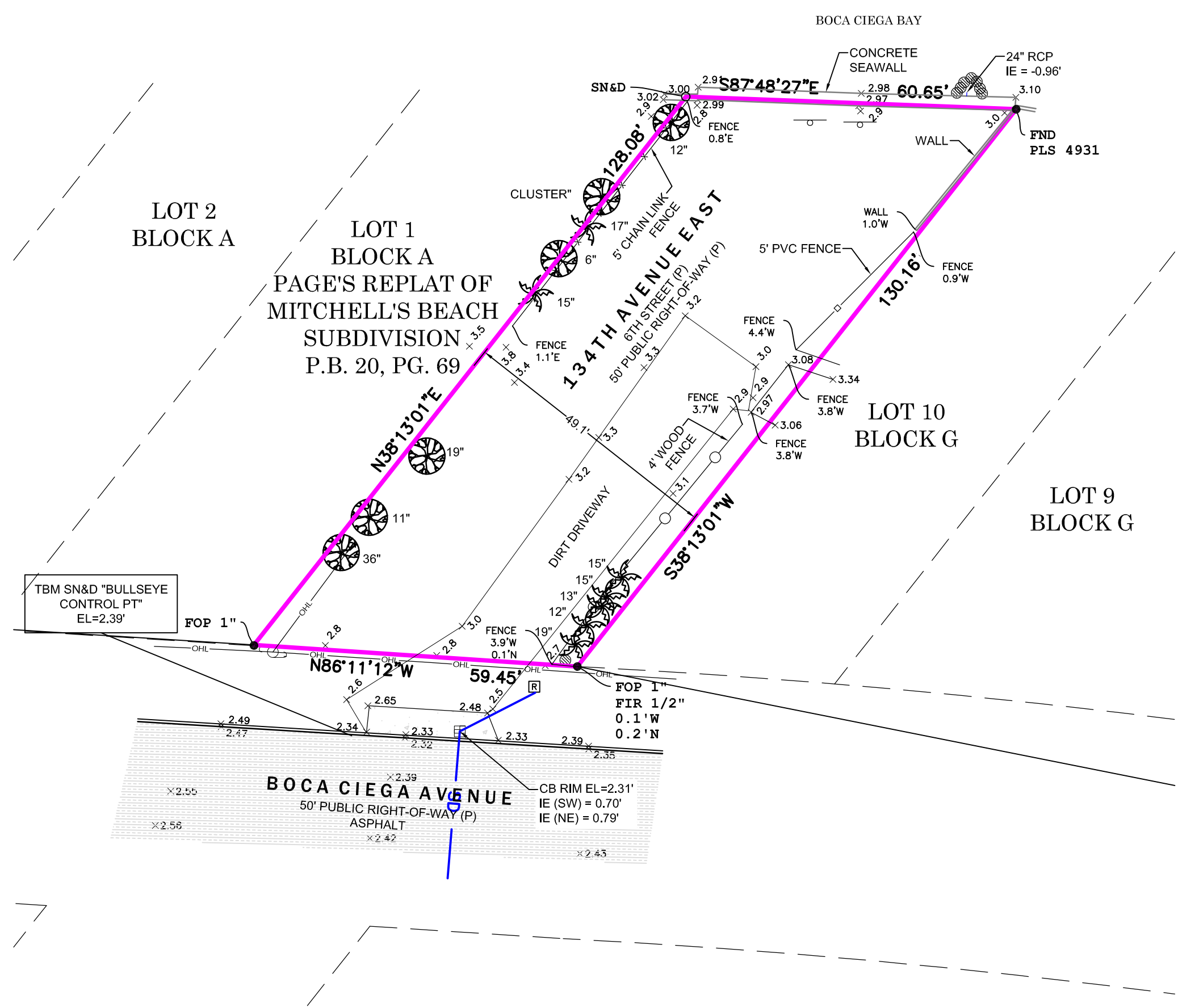


BOUNDARY/TOPOGRAPHIC SURVEY  
THE MAP AND REPORT ARE NOT  
FULL AND COMPLETE WITHOUT  
THE OTHER.

DETAIL 2A



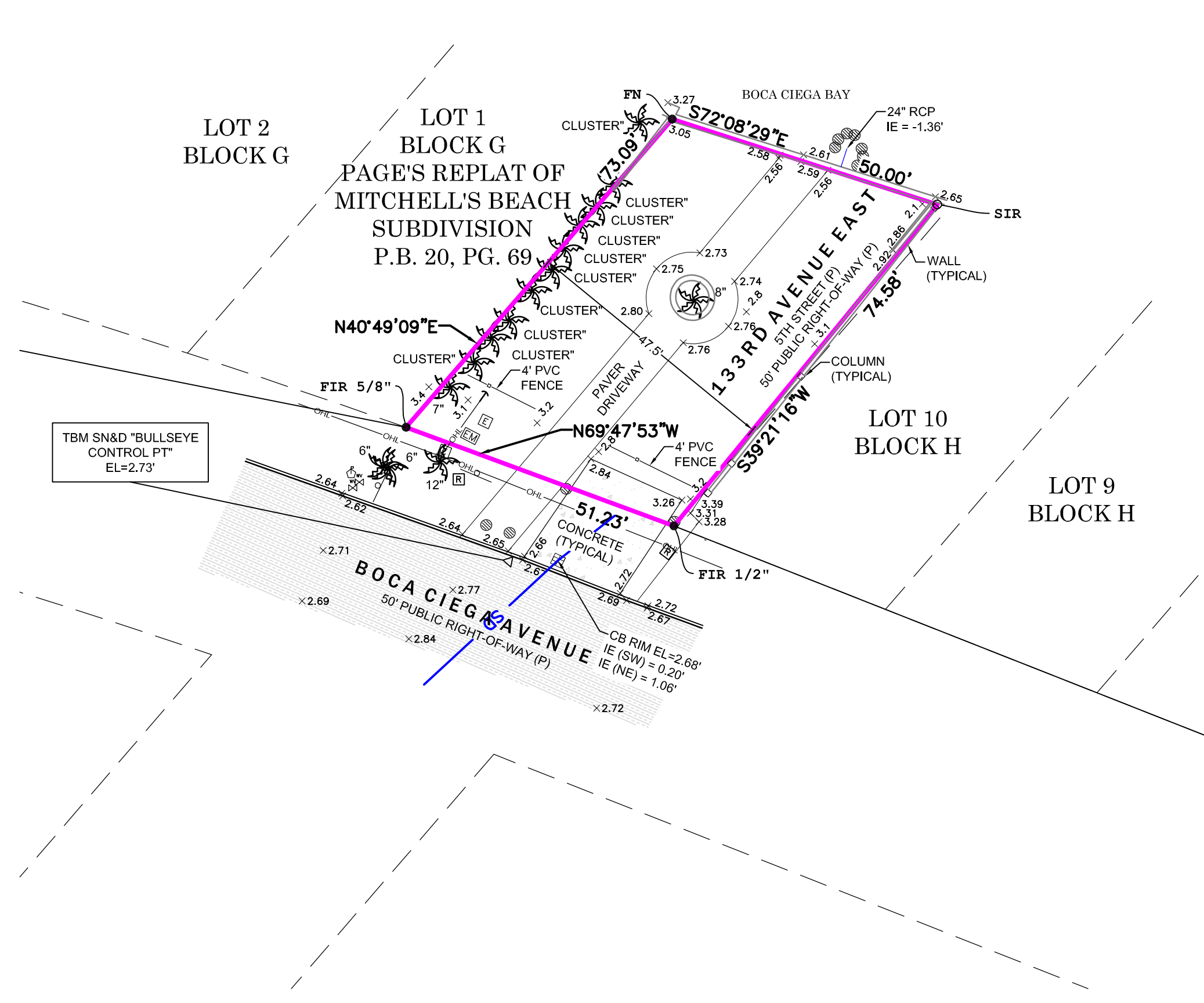
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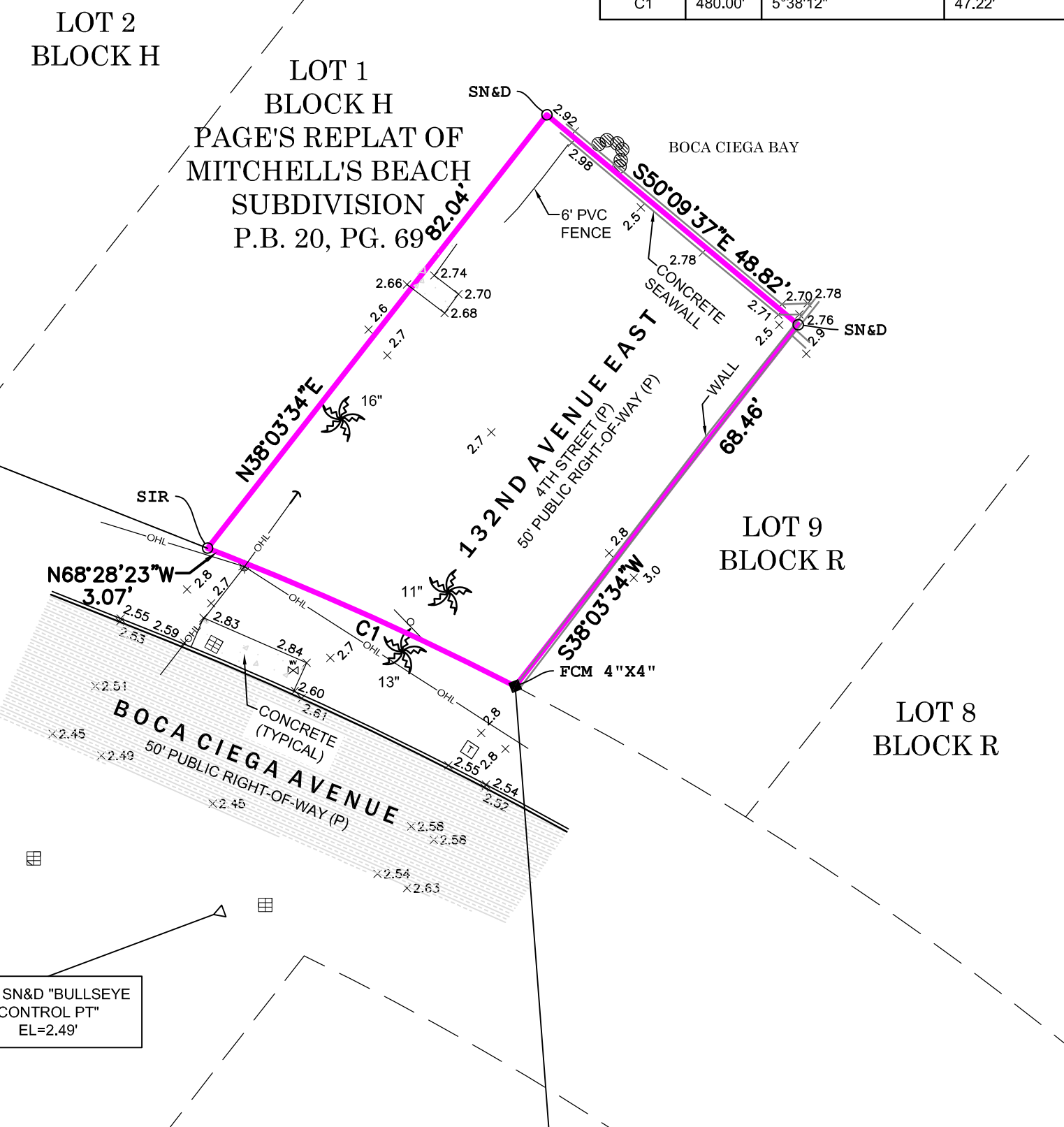
DETAIL 2D

Curve Table					
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DETAIL 3B



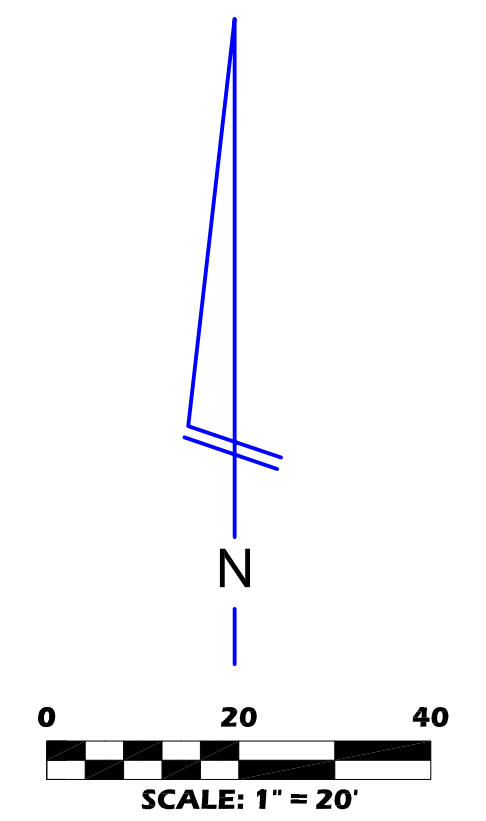
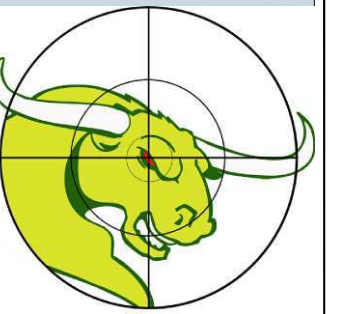
LOT 3  
BLOCK H



LOT 8  
BLOCK R

BULLSEYE SURVEYING, INC.

LB 7818  
4590 ULMERTON RD,  
SUITE 115  
CLEARWATER, FL 33762  
PHONE: 727-475-8088  
FAX: 727-264-0457

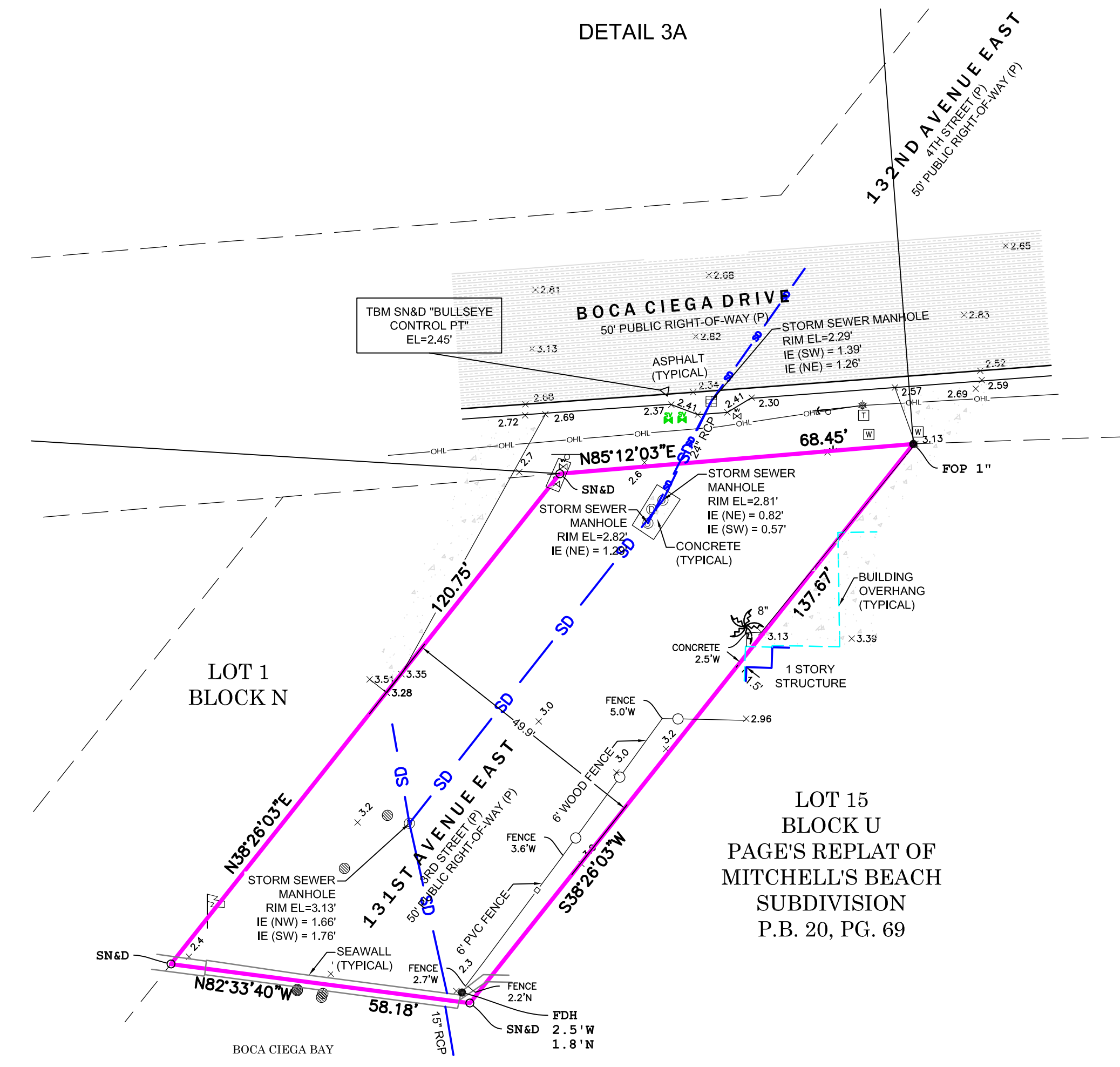
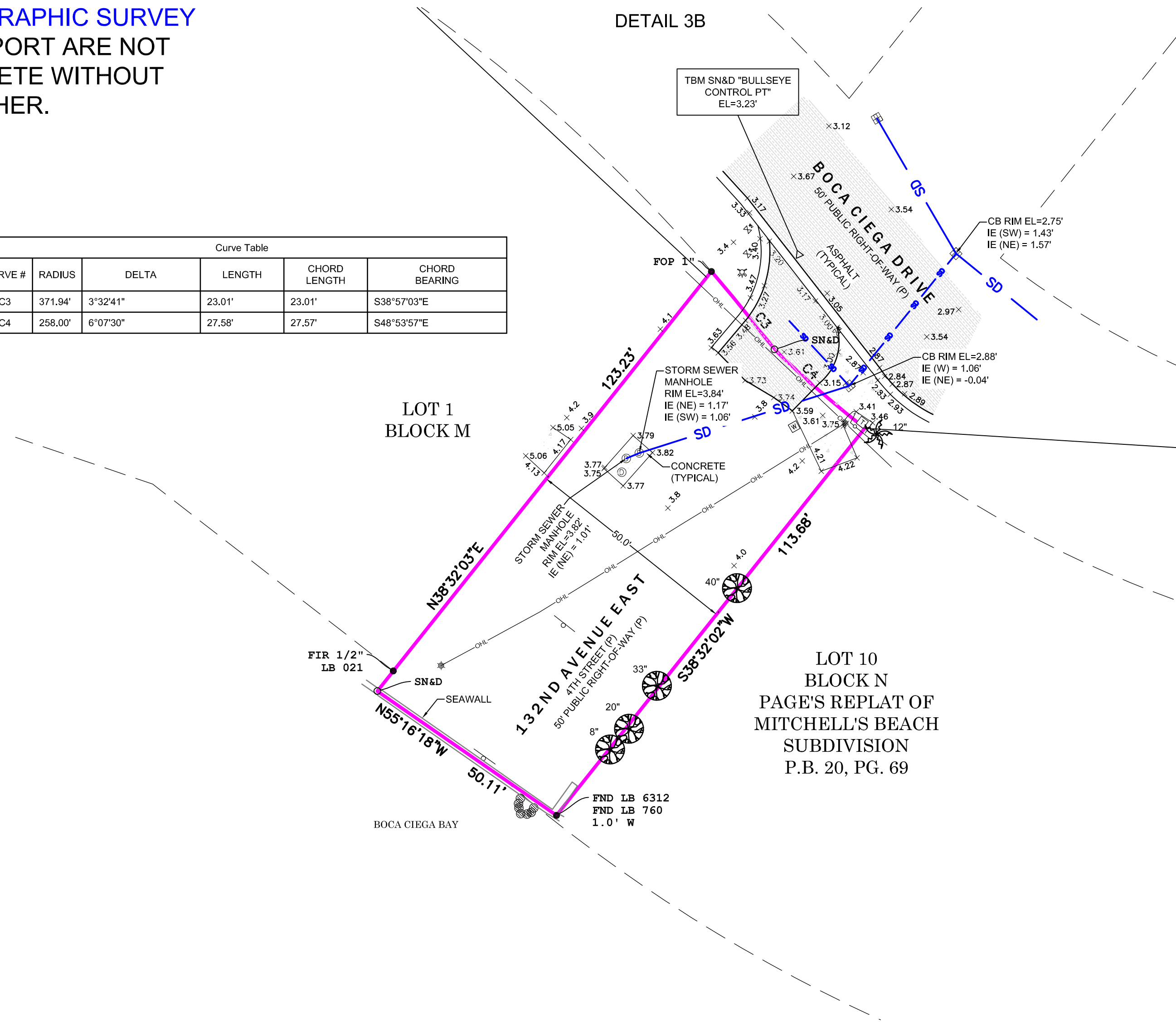


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PROJECT NUMBER	FILE NAME	
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REVISIONS		
#	DATE	DETAILS
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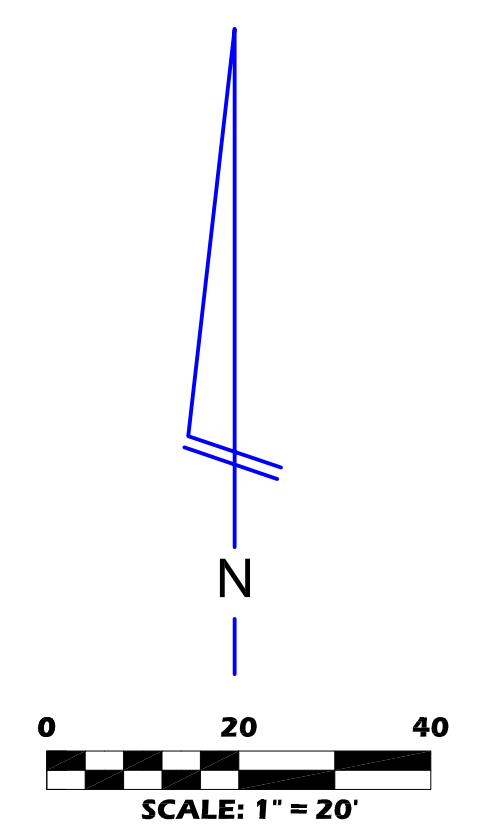
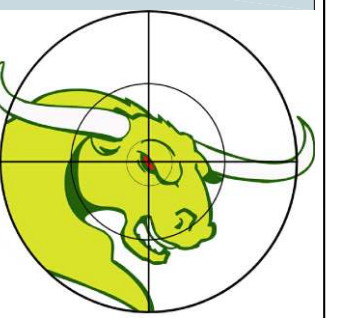
**BOUNDARY/TOPOGRAPHIC SURVEY**  
 THE MAP AND REPORT ARE NOT  
 FULL AND COMPLETE WITHOUT  
 THE OTHER.

Curve Table				
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH
C3	371.94'	3°32'41"	23.01'	23.01'
C4	258.00'	6°07'30"	27.58'	27.57'



**BULLSEYE SURVEYING, INC.**

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FIELD BOOK / PAGE	SCALE	SHEET NUMBER
32/10-17	1" = 20'	<b>3 of 3</b>
DRAFTED BY VPL	SURVEY FIELD DATE 07/03/2023	
PROJECT NUMBER 23-033	FILE NAME 23-033-1.dwg	

REVISIONS		
#	DATE	DETAILS
1		



## REPORT OF GEOTECHNICAL EXPLORATION

---

### MADEIRA BEACH PARKING IMPROVEMENTS MADEIRA BEACH, FLORIDA 33708

AREHNA PROJECT NO. B-23-071

AUGUST 25, 2023

Prepared For:

**Half Associates**

1000 N. Ashley Drive, Suite 900

Tampa, FL 33602

---

Prepared By:

**AREHNA Engineering, Inc.**

5012 West Lemon Street

Tampa, Florida 33609



August 25, 2023

Mr. Martin Steffen, PLA  
**Half Associates**  
1000 N. Ashley Drive, Suite 900  
Tampa, FL 33602

Subject: **Report of Geotechnical Exploration**  
Madeira Beach Parking Improvements  
Madeira Beach, Florida 33708  
AREHNA Project B-23-071

AREHNA Engineering, Inc. (AREHNA) is pleased to submit this report of our geotechnical exploration for the proposed project. Services were conducted in general accordance with AREHNA Revised Proposal B.Prop-23-134.REV, submitted June 7, 2023. The purpose of our geotechnical study was to obtain information on the general subsurface conditions for the project site. The project consists of conversion from gravel/grass to pavers for the parking area.

This report presents our understanding of the project, outlines our exploratory procedures, documents the field data obtained and includes our recommendations for the proposed constructions.

AREHNA appreciates the opportunity to have assisted you on this project. Should you have any questions with regards to this report, or if we can be of any further assistance, please contact this office.

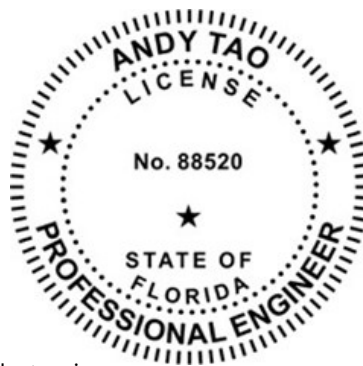
Best Regards,  
**AREHNA ENGINEERING, INC.**

**FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION No. 28410**

This item has been digitally signed and sealed by:



Andrew Sway, PhD, P.G., E.I  
Project Manager  
Florida Registration PG-2508



Andy Tao, P.E.  
Geotechnical Engineer  
Florida Registration 88520

On the date adjacent to the seal.  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

Distribution: 1 – Addressee - Electronic  
1 – File

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## LIST OF APPENDICES

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### APPENDIX A

USDA & USGS Vicinity Maps – Sheet 1  
Boring Location Plan – Sheet 2A and 2B  
Soil Boring Profiles – Sheet 3

### APPENDIX B

Summary of USDA Soil Survey – Table 1  
Summary of Laboratory Results – Table 2  
Field & Laboratory Procedures



## 1.0 PROJECT INFORMATION AND SCOPE OF WORK

---

### 1.1 SITE DESCRIPTION AND PROJECT CHARACTERISTICS

The project sites are located south of the intersection of 132nd Avenue East and Boca Ciega Drive and north of the intersection of 134th Avenue East and Boca Ciega Drive in Madeira Beach Florida. The project consists of new paved parking areas. The parking areas will consist of new pavers. Some subgrade improvements may be required beneath the pavers prior to installation, but no significant grade changes are anticipated.

### 1.2 SCOPE OF WORK

The purpose of our geotechnical study was to obtain information on the general subsurface conditions at the proposed project site. The subsurface materials encountered were evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items were formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- General geotechnical recommendations for the proposed construction and pavement design.

The following services were performed to achieve the above-outlined objectives:

- Performed site reconnaissance and stake boring locations.
- Requested utility location services from Sunshine811.
- Performed four (4) Standard Penetration Test (SPT) boring at the project site to a depth of 10 feet (2 at each project site). Locations were provided by the client. Samples were collected, and Standard Penetration Test resistances measured continuously for the top ten feet.
- Visually classified, lab tested and stratified soil samples in the laboratory using the Unified Soil Classification System (USCS).
- Reported the results of the field exploration and engineering analysis. The results of the subsurface exploration are presented in this report, signed and sealed by a professional engineer specializing in geotechnical engineering.



## 2.0 FIELD EXPLORATION AND LABORATORY TESTING

---

### 2.1 FIELD EXPLORATION

Four SPT borings (SPT-01 through SPT-04), extending to a depth of 10 feet, were completed at the project locations. Borings SPT-01 and SPT-02 were performed at the proposed parking area south of the intersection of 132<sup>nd</sup> Avenue East and Boca Ciega Drive, and borings SPT-03 and SPT-04 were performed at the proposed parking area north of the intersection of 134<sup>th</sup> Avenue East and Boca Ciega Drive. The borings were located in the field using hand-held Global Positioning System (GPS) equipment. The **Boring Location Plan (Sheet 2A and 2B in Appendix A)** provides a site plan showing the approximate relationship of existing features to the test locations.

The SPT boring was performed with the use of a Power Drill Rig using Bentonite "Mud" drilling procedures. Samples were collected and Standard Penetration Test resistances were measured continuously to depths of ten feet. The soil sampling was performed in general accordance with ASTM Test Designation D-1586, entitled "Penetration Test and Split-Barrel Sampling of Soils."

Representative portions of the samples collected were sealed in glass jars, labeled, and transferred for appropriate classification. Please note that samples will be retained for 90 days after the date of this report and then disposed, unless other arrangements have been made.

### 2.2 LABORATORY TESTING

Laboratory testing, consisting of natural moisture content, percent organic test, and single sieve (#200) gradation testing, was performed on a representative soil sample. The results of the laboratory testing are presented on the **Soil Boring Profile Sheets (Sheet 3 in Appendix A)** and are summarized on **Table 2 in Appendix B**.



### 3.0 SUBSURFACE CONDITIONS

---

#### 3.1 USGS TOPOGRAPHIC DATA

Digital Raster Graphic (scanned topographic map) projection of the Seminole Quadrangle, Florida, provided by the USGS was reviewed to collect topographic information in the vicinity of the project site. The approximate location of this site has been superimposed on a USGS topographic map of the local area and is shown on **Sheet 1** in **Appendix A**. Based on this review, the natural ground surface elevations at the project site are approximately between +0 to +5 feet NGVD29 (National Geodetic Vertical Datum of 1929). Elevations referenced in this report should be considered approximate only. No surveying was performed.

#### 3.2 USDA NATURAL RESOURCES CONSERVATION SERVICE DATA

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey for the site area (current online NRCS Web Soil Survey) indicates that the soil at the boring locations consists of *Matlacha and Augustine soils and Urban Land (Map Unit 16)*. The soil survey for the site area is shown on **Sheet 1** in **Appendix A**. The Soil Survey indicated that the depth to the seasonal high water table is about 1.5 feet below the natural ground surface. A summary of this USDA soil type is provided on **Table 1** in **Appendix B**.

#### 3.3 SUBSURFACE CONDITIONS

A pictorial representation of the subsurface conditions encountered in the boring is shown on the **Soil Boring Profile** on **Sheet 3** in **Appendix A**. This profile and the following soil conditions highlight the general subsurface stratification. When reviewing the boring record and the subsurface soil profile, it should be understood that soil conditions may vary between, and away from, boring location. The following is a brief description of the soils for the boring based on the proposed feature in this area:

SPT borings generally encounter very loose to medium dense fine sand to silty sand (SP, SP-SM, SM) to termination depth of 10 feet below ground surface (bgs). Note that decayed wood fragments were encountered at depth ranging from approximately 3.5 to 6 feet below existing ground surface. These materials are partially decayed small pieces of wood mixed in a sand layer. The soil layer is mostly sand or slightly silty sand containing these fragments.

Borings SPT-03 and SPT-04 also encountered a very silty (to occasionally clayey) sand layer between about 2 and 3 feet depth in SPT-03 and from about 2 to 4 feet depth in SPT-04.



### 3.4 GROUNDWATER CONDITIONS

Conditions revealed in the SPT boring indicate that the phreatic surface of the surficial aquifer could be inferred between 2.6 feet and 3.8 feet below the ground surface. Due to the proximity to bay the groundwater will be tidally influenced. In extreme weather events, such as tropical storms, storm surge effects may cause the water table to rise above the ground surface. Fluctuation in groundwater levels should be expected due to tidal changes, seasonal climatic changes, construction activity, rainfall variations, surface water runoff, and other site-specific factors.

### 3.5 ESTIMATED SEASONAL HIGH GROUNDWATER TABLE

The groundwater table at the boring locations were found to be between 2.6 feet and 3.8 feet below the existing grade. Based on the information reported by the USDA, historical indicators of a seasonal high water table noted in the soils obtained from the site, and our experience in the area, we estimate that the seasonal high water level is at an approximate depth of approximately  $2.0 \pm 0.5$  feet below the existing ground surface at this site. It should be noted that the site may become flooded during tropical storm events due to storm surge.



## 4.0 GENERAL PAVEMENT RECOMMENDATIONS

---

### 4.1 PAVEMENTS

We recommend that, after grading to final grade, the exposed surface should be compacted in accordance with **Section 5.3** prior to installation of the pavers. If any areas of yielding soil during proofrolling are observed, those areas should be excavated to a depth of at least 1-foot (areas of SPT-01 and SPT-02) or to the bottom of the clayey silty sand layer (SPT-03 and SPT-04 area) and replaced with compacted fill in lifts not exceeding 12 inches each. If soil is excavated due to yielding, the base of the excavation should be compacted in accordance with **Section 5.3** prior to adding fill. If no yielding areas are observed, excavations are not required.

Structural fill soils should consist of reasonably clean fine sands (inorganic, non-plastic sands containing less than 12 percent material passing the No. 200 mesh sieve). We recommend that any fill be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D-1557).



## 5.0 GENERAL SITE PREPARATION

---

### 5.1 GENERAL

The following recommendations are based upon our understanding of the project information and the data gathered during this subsurface exploration. If revised project information is developed, we should be notified so that our recommendations can be reviewed. The stratification and consistency of the subsurface materials encountered may vary within even short lateral distances; therefore, any subsurface condition encountered during construction or any additional exploration that deviates from that documented in this exploration should be reported to us so that our recommendations can be reviewed.

### 5.2 ON-SITE SOIL SUITABILITY

The borings indicate that surficial sandy soils classified as SP and SP-SM are present and are suitable for use as backfill material. Soil classified as clayey to silty sand (SM, SC, SC-SM) are not suitable for reuse. Decaying wood fragments were encountered at depths ranging from 3.5 to 6 feet below existing ground surface with an organic content of approximately 3%. Based on the low organic content and depth of this material it may remain in place and does not represent a significant settlement concern.

Soil excavated from below the groundwater level will be above the optimum moisture content required for compaction and will need to be dried before placement. Suitable structural fill materials should consist of fine to medium sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris and other unsuitable material. Any off-site materials used as fill should be approved by AREHNA prior to acquisition.

### 5.3 EXCAVATION AND BACKFILL

Excavations should be constructed in accordance with the current OSHA guidelines. The contractor is solely responsible for designing and constructing stable excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's responsible person, as defined in 29 CFR, Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in all local, state, and federal safety-regulations.

The soils encountered are consistent with OSHA Class C soils and will not stand vertically in an open excavation below the groundwater level or for more than very short periods above the groundwater level. Soil should not be stockpiled adjacent to excavations unless the stockpile has been included in the analyses of the excavation stability. Excavations may require dewatering.





Any and all excavations should be backfilled with acceptable compacted fill or re-use soils. Fill or re-use soils should generally consist of dry fine sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris and other unsuitable material. Imported fill should be anticipated and should be tested and approved prior to acquisition. Backfill or existing exposed soils should be compacted in lifts not exceeding 12 inches in thickness and should be compacted to a minimum of 98 percent of the Modified Proctor maximum dry density (ASTM D-1557). If compaction cannot be obtained with 12-inch lifts, thinner lifts may be required. Prior to beginning compaction, soil moisture contents should be adjusted in order to facilitate proper compaction. A moisture content within 2 percentage points of the optimum indicated by the Modified Proctor Test (ASTM D-1557) is recommended prior to compaction of the fill.

#### **5.4 DEWATERING**

The groundwater was encountered at boring locations, generally between about 2.6 and 3.8 feet bgs. Dewatering will not likely be required, but surface water runoff into excavations may also require dewatering. Dewatering, if needed for any excavations, can be accomplished using a sanded wellpoint system supplemented by a gravel bottom layer and pumping from a sump. Actual dewatering means and methods should be the responsibility of the contractor.

Groundwater fluctuations will likely occur due to seasonal variations, runoff and clay/silt materials, and other factors and should be considered when planning excavation and dewatering activities. The impact of runoff from adjacent properties, nearby water bodies, and other site-specific conditions which may affect groundwater recharge are beyond the scope of this exploration and should be considered when planning and designing a dewatering system.

#### **5.5 GENERAL CONSTRUCTION MONITORING AND TESTING GUIDELINES**

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable exposed in-place soils be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils and to determine if the fill material is acceptable.

A representative number of in-place field density tests should be performed in the compacted existing soils and in each lift of structural fill or backfill to confirm that the required degree of compaction has been obtained. We recommend that at least one density test be performed for every lift of backfill and similar testing for exposed soil surfaces that are compacted. There are no compaction requirements for No. 57 stone, if used. Testing should be consistent with Pinellas County requirements.



## 6.0 BASIS FOR RECOMMENDATIONS

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The analysis and recommendations submitted in this report are based upon the data obtained from the soil boring performed at the location indicated. Regardless of the thoroughness of a geotechnical exploration, there is always a possibility that conditions at other locations will be different from those at the specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process itself may alter soil conditions. AREHNA is not responsible for the conclusions, opinions or recommendations made by others based on the data presented in this report.

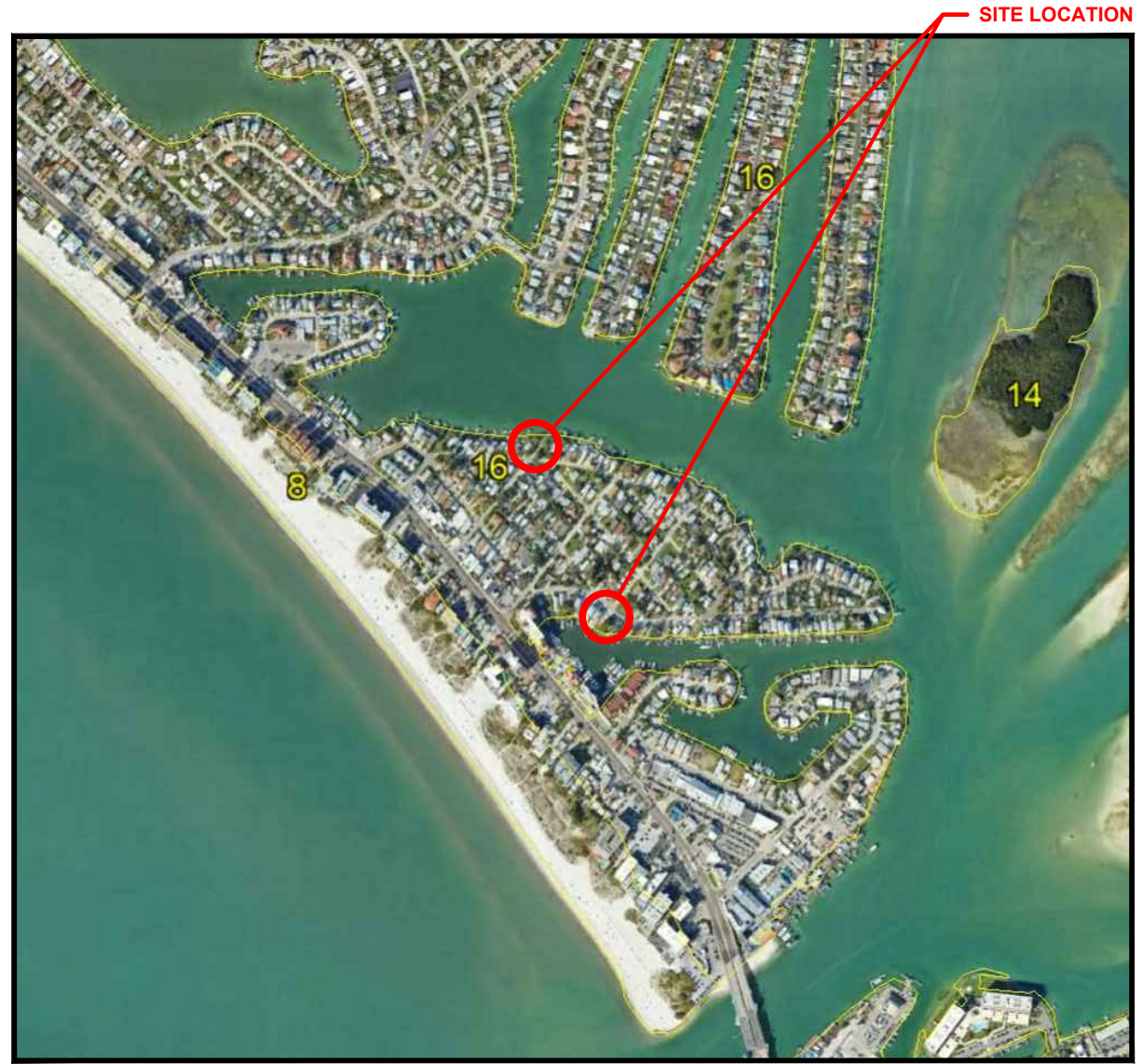


## **APPENDIX A**

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USDA & USGS Vicinity Maps – Sheet 1  
Boring Location Plan – Sheet 2A and 2B  
Soil Boring Profiles – Sheet 3

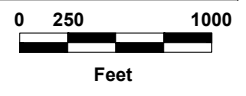
**USDA SOIL SURVEY MAP**



SITE LOCATION

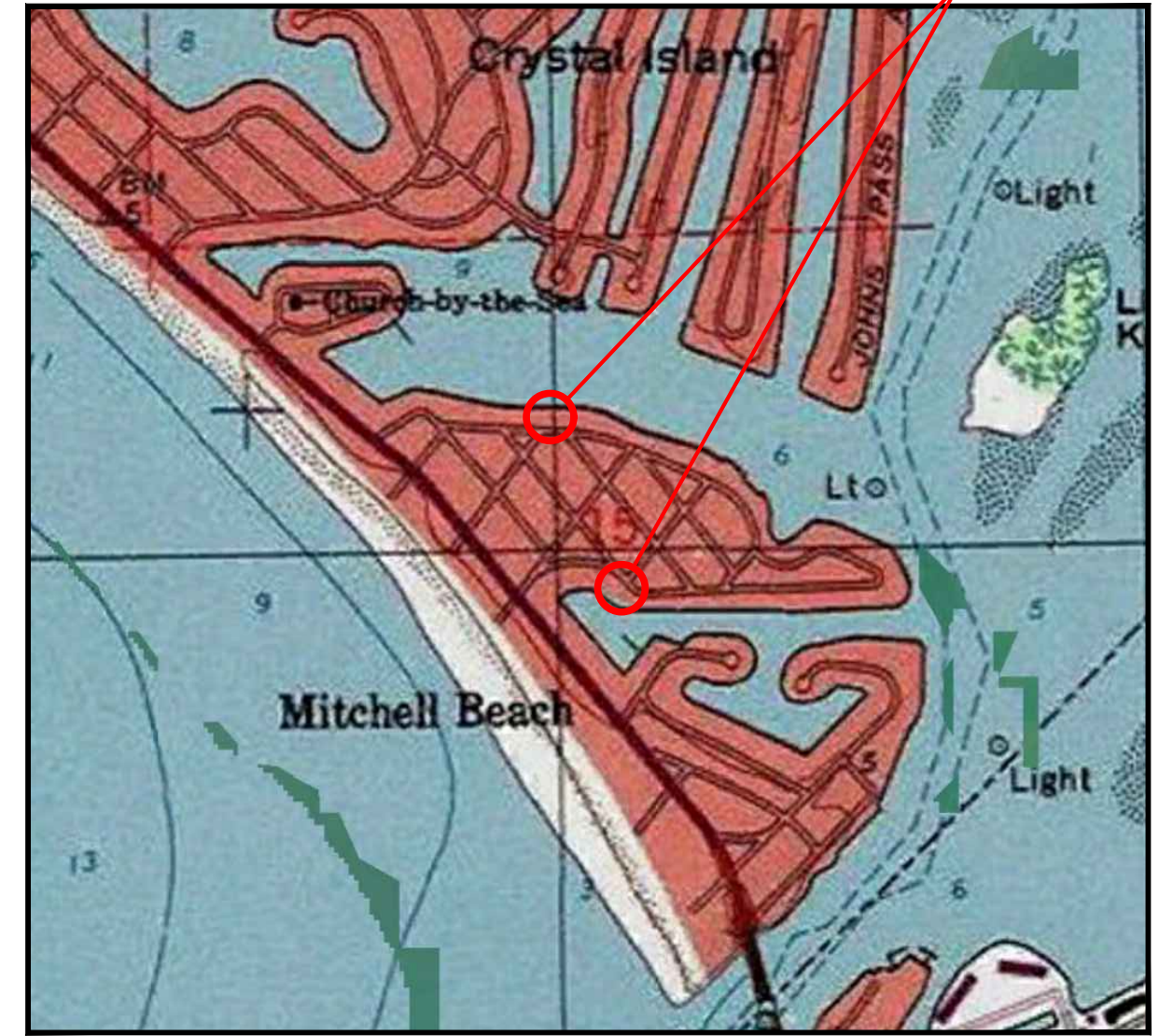


REFERENCE: USDA SOIL SURVEY OF PINELLAS COUNTY, FLORIDA



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 RANGE: 15 E  
 SECTION: 15

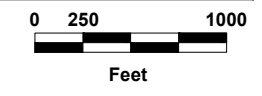
**USGS TOPOGRAPHIC MAP**



SITE LOCATION



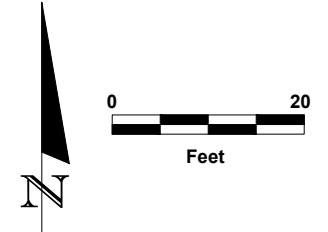
REFERENCE: "SEMINOLE, FLORIDA" USGS QUADRANGLE MAP



TOWNSHIP: 31 S  
 RANGE: 15 E  
 SECTION: 15

D:\1-A\hhna\Project\2023\B-23-071 - Madeira Beach Parking\B23-071.dwg (1-VIC) 6/13/23 Aug 14, 2023 - 8:50pm

REVISIONS			PREPARED BY:	NAME	DATE	PROJECT NAME	PROJECT NO.	SHEET NO.	
NO.	DATE	DESCRIPTIONS							APPROVED
				DESIGNED BY:	AS	8/2023	MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	1
				DRAWN BY:	DG	8/2023			
				CHECKED BY:	AT	8/2023			
				SUPERVISED BY:	Andy Tao, P.E.				
				USDA & USGS VICINITY MAPS					

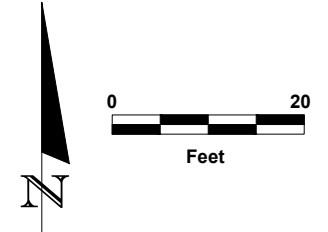


**LEGEND**

 APPROXIMATE LOCATION OF SPT BORING

D:\1-Arhna\Project\2023\B-23-071 - Madeira Beach Parking\B23-071.dwg (2A-BLP) 6/13/23 5:52pm

REVISIONS			PREPARED BY:	BORING LOCATION PLAN	NAME		PROJECT NAME	PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTIONS			APPROVED	DESIGNED BY:			
							MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	2A
 <p>AREHNA Engineering, Inc. 5012 West Lemon Street, Tampa, FL 33609 Phone 813.944.3464   Fax 813.944.4959 Certificate of Authorization No. 28410</p>									
					DESIGNED BY:	AS	8/2023		
					DRAWN BY:	DG	8/2023		
					CHECKED BY:	AT	8/2023		
					SUPERVISED BY:	Andy Tao, P.E.			

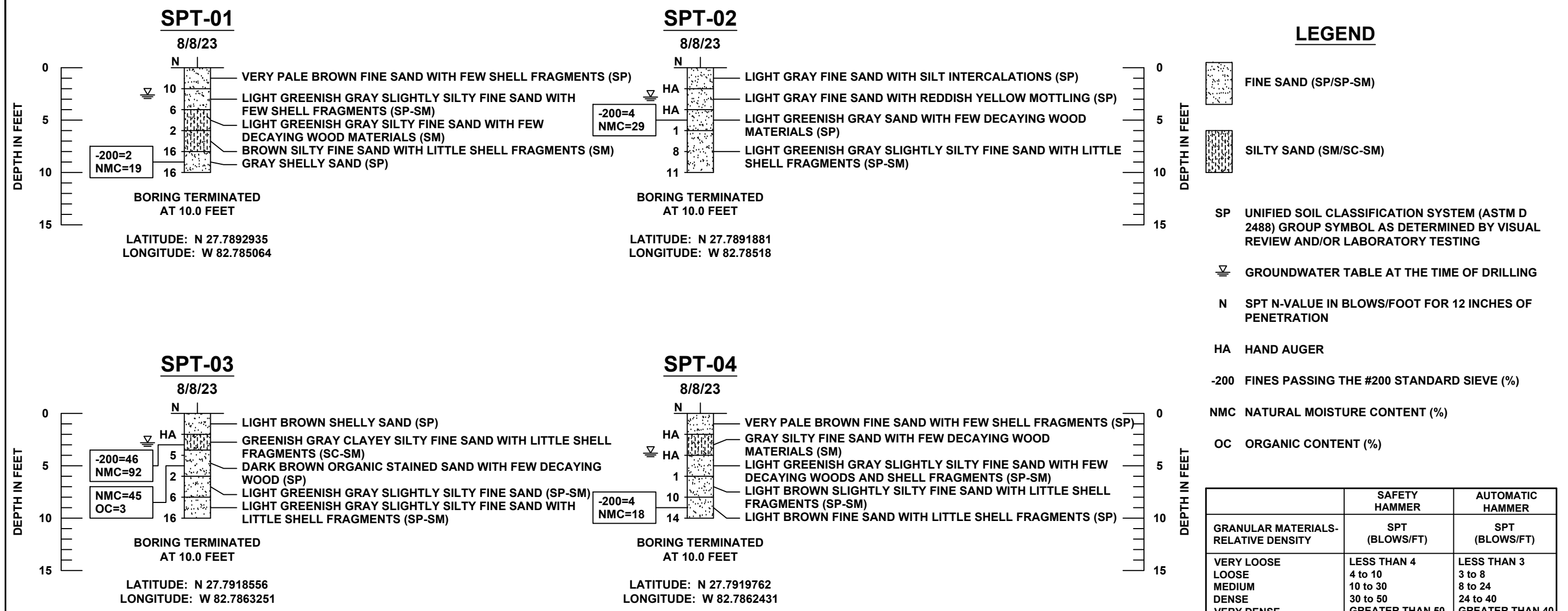


**LEGEND**

APPROXIMATE LOCATION OF SPT BORING

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REVISIONS			PREPARED BY:	BORING LOCATION PLAN	NAME		PROJECT NAME	PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTIONS			APPROVED	DESIGNED BY:			
							MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	2B
<p>AREHNA Engineering, Inc. 5012 West Lemon Street, Tampa, FL 33609 Phone 813.944.3464   Fax 813.944.4959 Certificate of Authorization No. 28410</p>				SUPERVISED BY: Andy Tao, P.E.		MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA			

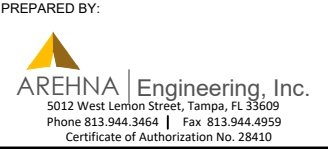


Soil Profile Notes:

- The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
- Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
- The boring locations presented are approximate and based on hand held GPS with an accuracy of +/- 10 feet.
- SPT borings were performed using an automatic hammer.

D:\1-Arhna\Project\2023\B-23-071 - Madeira Beach Parking\B3-071.dwg (3-PPF) 8/31/23 3:12pm

REVISIONS			PREPARED BY:	NAME DATE			PROJECT NAME	PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTIONS	APPROVED	DESIGNED BY:	AS	8/2023	MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	3
				DRAWN BY:	DG	8/2023			
				CHECKED BY:	AT	8/2023			
				SUPERVISED BY:	Andy Tao, P.E.				



SOIL BORING PROFILES

---

**APPENDIX B**

---

Summary of USDA Soil Survey – Table 1  
Summary of Laboratory Test Results – Table 2  
Summary of Seasonal High Groundwater Table Estimate – Table 3  
Field and Laboratory Procedures



**TABLE 1  
SUMMARY OF USDA SOIL SURVEY  
MADEIRA BEACH PARKING IMPROVEMENTS  
MADEIRA BEACH, FLORIDA  
AREHNA Project No. B-23-071**

USDA Soil Type	Depth (inches)	USDA Soil Description	AASHTO	USCS	Permeability (ft/day)	Seasonal High Groundwater			Risk of Corrosion	
						Depth (feet)	Duration (months)	Kind	Steel	Concrete
Matlacha and St. Augustine soils and Urban Land*						(16)				
Matlacha	0 - 42	Sand	A-3	SP-SM, SP	4 - 12	2.0	Jun - Oct	Apparent	High	Low
	42 - 80	Sand, fine sand	A-3	SP-SM, SP	12 - 40					
St. augustine	0 - 8	Sand	A-3	SP-SM, SP	12 - 40	1.5	Jun -Oct	Apparent	High	Low
	8 - 33	Loamy fine sand	A-2-4	SP-SM	4 - 12					
	33 - 48	Fine sand, sand	A-3	'SP-SM, SP	12 - 40					
	48 - 63	Sand, fine sand, loamy fine sand, sandy loam	A-2-4	SP-SM, SM	4 - 12					
	63 - 80	Sand	A-3	SP-SM, SP	12 - 40					

\* Urban Land consists of areas where most of the soil surface is covered with impervious materials such as highways, parking lots and industrial areas.

<b>TABLE 2</b> <b>SUMMARY OF LABORATORY TEST RESULTS</b> <b>MADEIRA BEACH PARKING IMPROVEMENTS</b> <b>MADEIRA BEACH, FLORIDA</b> <b>AREHNA Project No. B-23-071</b>					
Boring No.	Sample Depth (feet)	Sieve Analysis (% Passing)	Natural Moisture Content (%)	Organic Content (%)	USCS Group
		#200			
SPT - 01	8.0 - 10.0	2	19	-	SP
SPT - 02	4.0 - 6.0	4	29	-	SP
SPT - 03	2.0 - 4.0	46	92	-	SC-SM
SPT - 03	4.0 - 6.0	-	45	3	SP
SPT - 04	8.0 - 10.0	4	18	-	SP

**TABLE 3  
SUMMARY OF SEASONAL HIGH GROUNDWATER TABLE ESTIMATE  
MADEIRA BEACH PARKING IMPROVEMENTS  
MADEIRA BEACH, FLORIDA  
AREHNA Project No. B-23-071**

Boring No.	Boring Location		Boring Depth (feet)	Measured Groundwater Table		USDA Soil Survey		Estimated Seasonal High Water Depth (Feet)
	Latitude	Longitude		Date Recorded	Depth <sup>(1)</sup> (feet)	Map Symbol	Estimated SHGWT Depth <sup>(2)</sup> (feet)	
SPT-01	27.7893	-82.7851	10	8/8/2023	2.6	16	1.5	2 ±0.5
SPT-02	27.7892	-82.7852	10	8/8/2023	2.8	16	1.5	2 ±0.5
SPT-03	27.7919	-82.7863	10	8/8/2023	2.8	16	1.5	2 ±0.5
SPT-04	27.7920	-82.7862	10	8/8/2023	3.8	16	1.5	2 ±0.5

(1) Depth below existing grade at time of field work.

(2) Seasonal high water table depth per Pinellas County, Florida USDA Soil Survey information.

## FIELD PROCEDURES

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### Standard Penetration Test (SPT) Borings

The SPT borings are performed in general accordance with ASTM D-1586, "Penetration Test and Split-Barrel Sampling of Soils." A rotary drilling process is used and bentonite drilling fluid is circulated in the boreholes to stabilize the sides and flush the cuttings. At regular intervals, the drilling tools are removed and soil samples are obtained with a standard 2-foot long, 2-inch diameter split-tube sampler. The sampler is first seated 6 inches and then driven an additional foot with blows of a 140-pound hammer falling under its own weight a distance of 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance." The penetration resistance, when properly interpreted, is an index to the soil strength and density.

## LABORATORY PROCEDURES

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### Water Content

The water content is the ratio, expressed as a percentage, of the weight of water in a given mass of soil to the weight of the solid particles. This test is conducted in general accordance with ASTM D-2974.

### Percent Organics (Organic Loss on Ignition)

The amount of organic material in a sample is determined in this test. The sample is first dried and weighed, then ignited and reweighed. The amount of organic material is expressed as a percentage of the total dry weight of the sample prior to ignition. This test is conducted in general accordance with FM 1-T267.

### Fines Content

In this test, the sample is dried and then washed over a No. 200 mesh sieve. The percentage of soil by weight passing the sieve is the percentage of fines or portion of the sample in the silt and clay size range. This test is conducted in general accordance with ASTM D-1140.



## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Jay Hatch, Recreation Director

DATE: February 18, 2025

**RE: RFP 25-03 – Madeira Beach Recreation Center Interior Hurricane Repairs**

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### **Background**

On January 16, 2025, the City of Madeira Beach release a Request for Proposals for Interior Hurricane Repairs to the Madeira Beach Recreation Center. The RFP requested proposals for repairs to the Recreation Center which included drywall, paint, flooring and other small items which had be damaged during Hurricane Milton.

The City Received 8 bids. The bids were reviewed and scored by staff. Of the bids Grosz Construction Company Inc. was scored as the highest and most responsive, responsible bid. The bid price from the Grosz Construction Company Inc. proposal was a base of \$57,700.00. Included was information, which was requested by the RFP, related to an alternative flooring solution which was bid at \$50,800. At this time, staff is prepared to move forward with the bid of \$57,700.00 which includes plank flooring similar to the previous flooring which was located in the Recreation Center. Attached to this Memo are the 4 highest scored RFP Packets for Review.

### **Fiscal Impact**

Per the RFP, the total price of the repairs to the Recreation Center would be \$57,700.00.

### **Recommendation**

Staff recommend the approval and award of the contract for RFP 25-03 to Grosz Construction Company Inc., to take place at the next Regularly Scheduled Board of Commissioners Meeting.

### **Attachments**

RFP 25-03 – Madeira Beach Recreation Center Interior Hurricane Repairs  
 RFP 25-03 – Bid Tabulation  
 RFP 25-03 – Grosz Construction Company Inc Proposal  
 RFP 25-03 – Axcel Construction  
 RFP 25-03 – South Shore Contracting  
 RFP 25-03 – Qualis General Contractors

10:00 AM

**Bid Tabulation**

<b>Criteria</b>	<b>Grosz</b>	<b>Axcel</b>	<b>South Shore</b>	<b>Qualis</b>	<b>Dones</b>	<b>Apollo</b>	<b>Murratte</b>	<b>Kloote</b>
Capability and qualifications of porposer	20	20	20	20	20	20	20	20
Proven experience as demonstrated with recent contracts/projects withing the State of Florida	15	15	10	15	15	15	15	15
Resources and Availability - onclude a list of subcontractors	15	15	15	15	10	15	15	15
Client References and past performance	15	15	15	15	15	15	15	10
Total Bid Cost	35	30	35	30	25	20	15	10
Total	100	95	95	95	85	85	80	70



# **City of Madeira Beach**

Request for Proposal (RFP)

RFP# 25-03

## **Madeira Beach Recreation Center Interior Hurricane Repairs**

Due by 10:00 AM February 14, 2025

City Hall

300 Municipal Drive

Madeira Beach, Florida 33708

## PURPOSE AND INTRODUCTION

The City of Madeira Beach, Florida ("City") is requesting Proposals from Florida certified, licensed and otherwise qualified Contractors ("CONTRACTOR"), one of which may be selected by the City to enter into a Contract for RFP #25-03 Madeira Beach Recreation Center Interior Hurricane Repairs at City Owned property identified as the Madeira Beach Recreation Center located at 200 Rex Place, Madeira Beach FL 33708. The subject site is located in the City of Madeira Beach. See Attached photos for additional information. The Recreation Center experienced flooding and damage due to Hurricane Milton. The affected drywall, flooring and cabinetry has been professionally removed and needs to be replaced. All work will need to be completed via Approved Permit Process and Conditions.

## MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 10:00 a.m., on Tuesday, January 28, 2025, to be held on site at the Madeira Beach Recreation Center at 200 Rex Place, Maderia Beach FL. 33708. All persons and CONTRACTORs planning to submit a Proposal are required to attend this meeting, which will outline the project as described in this RFP and provide an opportunity for questions and answers for all interested persons. Contractors must allow sufficient time to ensure arrival prior to the indicated time. **PEOPLE ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED.**

All Proposals must be submitted to the city in a sealed envelope and clearly marked: "**Madeira Beach RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs**". All Proposals must be received in the Office of the City Clerk no later than 10:00 a.m. on Friday, February 14, 2025, where they will be opened in a public forum at 10:30 a.m., on that same day. One (1) USB in PDF Format must be submitted. Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov), to all interested persons identified by the City as having received the bid documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such an addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bidders must allow sufficient time to ensure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

Any responses received by the office of the City Clerk after the due date and time specified in this RFP will not be considered and will be returned unopened.

Corrections of any kind to any RFP must be initiated by an authorized representative of the CONTRACTOR. All Proposals must contain a manual signature of an authorized CONTRACTOR representative.



## CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Proposals in writing to the following City representative. Questions must be submitted by the date listed in the calendar of events below.

**Jay Hatch**  
 Recreation Director  
 300 Municipal Drive  
 Madeira Beach FL 33708  
 (727) 392-0665  
 jhatch@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked “Madeira Beach RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs” on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

The City of Madeira Beach reserves the right to reject any or all Proposals, to waive technical specifications or deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

## CALENDAR OF EVENTS

A. January 16, 2025	Request for Proposal (RFP) Release Date
B. January 28, 2025	Mandator Pre-Bid Meeting – 10:00 AM – 200 Rex Place, Madeira Beach FL 33708
C. February 4, 2025	Questions Due by 10:00AM
D. February 5, 2025	Answers/Clarifications Posted by 5:00PM
E. February 14, 2025	Bid Due by 10:00AM
F. February 14, 2025	Bid Opening at 10:00AM
G. February 19, 2025	Tentative BOC Discussion

## SUBMITTAL REQUIREMENTS

### Proposals shall include the following:

1. One (1) electronic copy (USB- PDF Format)
2. Completed Statement of Qualifications
3. Completed References form, containing at least three (3) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Contractor Profile
6. Hold Harmless Agreement

7. Sworn Statement of Section 287.133(3)(a), on Public Entity Crimes
8. Immigration Affidavit Certification
9. Contractor Proposal – Itemized and Proposed in Contractor Preferred Format
10. Certifications and business licenses.
  - a. Include proof of corporation (sunbiz.org Division of Corporations)
11. Proof of Insurance as listed in the insurance section.
12. Signed contract (if included)
13. Exhibit A & Exhibit B

## ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY,” the proposals shall become the property of the “CITY” without compensation to the proponent, for disposition or usage by the “CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.
- Costs to Prepare Responses: The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals.
- Equal Employment Opportunity: During the performance of this Contract, the “CONTRACTOR” agrees as follows: The “CONTRACTOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

## CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

## PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY,” as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law. A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount supplied in Section 287.017, Florida Statutes, for CATEGORY TWO for a 16 period of thirty-six (36) months from the date of being placed on the convicted vendors list.

## SCOPE OF SERVICES

The objective of the services to be rendered is the restoration of the Recreation Center by replacing and repairing drywall, flooring, electrical components, baseboards, cabinetry, and other necessary areas to ensure full functionality, safety, and aesthetics.

Interior photos of the Recreation Center and a description of the needs of each room is included as Supplement #1.

The City will supply the as built building plans of the Recreation Center as Supplement #2.

## CRITERIA FOR SELECTION OF CONTRACTORS

Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked Contractor shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with Florida Statutes.

In evaluating Bidders, Owner may consider the qualifications of Bidders and the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Evaluation Scoring Criteria	Possible Points
Capability and qualifications of the proposer	20
Proven experience as demonstrated with recent contracts/projects within the State of Florida.	15
Resources and Availability – include a list of subcontractors	15
Client References and past performance	15
Total Bid Cost	35
Total	100

## AWARD

It is understood that the "CITY" of Madeira Beach is not obligated to make an award under, or because of, this RFP or to award such contract. The "CITY" of Madeira Beach reserves the right to award such contract, if any, to the best qualified Respondent(s). The "CITY" of Madeira Beach has the sole discretion and reserves the right to cancel this RFP, and to reject all proposal packages, to waive all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the "CITY" of Madeira Beach's best interest to do so.

## TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

## COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

## PROPOSAL PACKAGE SECTIONS

The Respondent shall organize its proposal package into the following major sections:

- A. Statement of Qualification: To be submitted on the "CONTRACTOR" letterhead. The statement of interest shall:
  - o Concisely state the "CONTRACTOR"'s understanding of the RFP.
  - o Include additional relevant information not requested elsewhere in the RFP.
  - o The signature on the statement shall be that of a person authorized to represent and bind the "CONTRACTOR"
- B. References- current or recent project relating to the RFP.
  - o Provide a minimum of three (3) references for work performed like the scope of this RFP.
- C. Proposal Form - signed and completed.
- D. CONTRACTOR Profile – Completed
- E. Hold Harmless Agreement – signed and completed.
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- signed and completed.
- G. Immigration Affidavit certification- Signed and completed.
- H. Contractor Proposal – Itemized and Proposed in Contractor Preferred Format
- I. Contractors Licenses
- J. Certificate of Insurance
- K. Signed Agreement (If included).
- L. Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
- M. Exhibit B Drug Free Workplace Certificate – Signed and completed.

GROSZ CONSTRUCTION COMPANY INC.  
23075 Jacobson Rd. Office: 352-777-4219  
Brooksville fl. 34601 Cell: 813 918 2970  
Tim@groszconstruction.com

STATEMENT OF QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary.

- 1. Name of Contractor: Grosz Construction Co, Inc
- 2. Name of Business (if different than #1): \_\_\_\_\_
- 3. Form of Entity: type S corporation
- 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):  
23075 Jacobson Rd Brooksville, Fl 34601
- 5. Date Organized: 5/4/2001
- 6. Where Organized: Florida
- 7. How many years have you been engaged in contractor work under your present name; also, state names and dates of previous business names, if any. 23 yrs current.  
Previous = Grosz + Stamper 10yrs
- 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: no
- 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: no
- 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: City of St Pete, City of Clearwater, Hernando County
- 11. List your key personnel available for this contract.: Tim Grosz, David Grosz  
The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

*[Handwritten Signature]*

Authorized Signature

2-13-25

Date Signed

NOTARY

State of: Florida

County of: Hernando

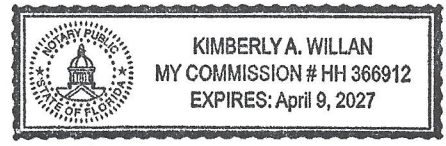
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Signature of Notary Kimberly Willan

(seal)

My Commission Expires 4/9/2027



## REFERENCES

Please include the below information for all three (3) references as required.

**Information below to be included for all three references in the proposal.**

Contact Name \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact Email \_\_\_\_\_

Project Description (describe): see attached

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

## 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



# City of St. Petersburg BLANKET PURCHASE AGREEMENT

PURCHASE ORDER NO <b>271615</b>	REVISION <b>0</b>	DATE <b>08-AUG-2024</b>
This Purchase Order No must appear on all invoices, packing lists and correspondence related to this order.		

SHIP TO: Requesting Department Saint Petersburg, FL 33701 United States
--

VENDOR: Grosz Construction Company Inc 6411 Crystal Brook Dr Tampa , FL 33625	VENDOR NO: 108689
--	-------------------

BILL TO: FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States
--

**Description:** Building Maintenance and Repair Services for Citywide use.  
**Effective:** 30-JUL-2024  
**End Date:** 29-JUL-2027  
**Buyer/Phone:** Victoria Amerson / 727-551-3387  
**Email:** Victoria.Amerson@stpete.org  
**Vendor/Phone:** Tim Grosz / (813) 918-2970  
**Ship Via:** Best Way  
**Freight Terms:** Prepaid  
**Terms:** NET 30  
**FOB:** FOB Destination  
**Agreed Amount:** \$1,000,000.00

**Supplier Notes:** This BPA covers Building Maintenance and Repair Services effective July 30, 2024 through July 19, 2027 with one, two-year renewal option. The amount of all releases against this BPA shall not exceed \$1,000,000.

LINE	DESCRIPTION	UOM	UNIT PRICE
1	Superintendent/Foreman, 8:00 a.m. - 5:00 p.m. Monday through Friday	HOUR	47.00
2	Superintendent/Foreman, 5:00 p.m. through 8:00 a.m., Monday through Friday (Emergencies)	HOUR	70.50
3	Superintendent/Foreman, City Recognized Holidays, Saturday and Sundays	HOUR	70.50
4	Skilled Laborer, 8:00 a.m. - 5:00 p.m., Monday through Friday	HOUR	30.00
5	Skilled Laborer, 5:00 p.m. through 8:00 a.m., Monday through Friday (Emergencies)	HOUR	45.00

To report fraudulent or unethical behavior, contact EthicsPoint, Inc. at 1-888-236-7053 or [www.ethicspoint.com](http://www.ethicspoint.com). For grievance related to a specific solicitation, please adhere to the dispute and complaint instructions in the solicitation document.

SA

# GROSZ CONSTRUCTION COMPANY INC.

23075 Jacobson Rd.  
Brooksville fl. 34601

Office: 352-777-4219  
Cell: 813 918 2970

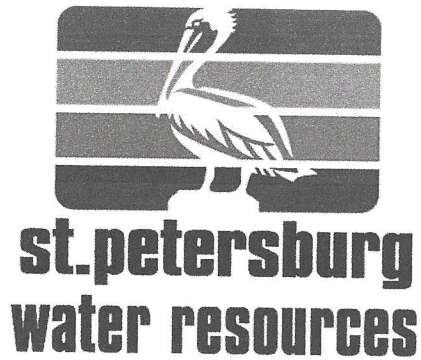
[Tim@Groszconstruction.com](mailto:Tim@Groszconstruction.com)

City Of St Petersburg  
16050 3<sup>rd</sup> AVE N. St Petersburg Fl. 33713

Contact: Patrick Linn  
Senior Plant Maintenance Coordinator  
727-892 5687  
[Patrick.linn@stpete.org](mailto:Patrick.linn@stpete.org)

Current Projects: Hurricane damage repairs to multi facilities  
Interior and exterior,  
Scope: drywall, millwork, flooring, painting ,concrete, aluminum awning roof  
Previous project  
Over last 5 years Office renovations, concrete work, demolition, Door and windows  
City of St pete  
Blanket projects, Office bldg and recreation center renovations', fire station kitchen  
renovations',  
Estimated value of 5 years \$700,000. Minor projects under \$80,000





City of St. Petersburg  
Water Resources Department  
1650 3<sup>rd</sup> Ave N  
St. Petersburg, FL 33713

May 3, 2023

RE: Letter of Reference for Grosz Construction Company, Inc

To Whom It May Concern:

I am pleased to write this letter of recommendation for Grosz Construction Company, a full-service general contractor for the City of St. Petersburg.

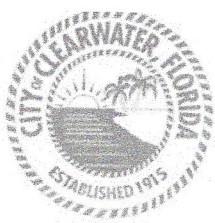
Grosz Construction has been performing wide variety of construction projects for the City over the past 10 plus years. Their dedication and performance to the projects assigned get accomplished with the same quality conscious efforts whether if the project is large or small scale. Tim Grosz and his team provide progressive insight and creative solutions while performing on-site evaluations to each specific project that my team is tasked to completing. Their open communication and timeliness to finishing each project exceeds the City's expectations. They are truly a valued contractor that the City relies on to get the job done.

It is a pleasure working with Grosz Construction with any future construction endeavors and I am confident to express that they would be an extraordinary asset.

Sincerely,

Patrick D Linn  
Senior Plant Maintenance Coordinator  
Water Reclamation Divison

3e



# CITY OF CLEARWATER

Item 9A.

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748  
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756  
TELEPHONE (727) 562-4750 FAX (727) 562-4755

## PUBLIC WORKS

September 4<sup>th</sup>, 2024

Tim Grosz  
Grosz Construction Company, Inc.  
6411 Crystal Brook Dr.  
Tampa, FL 33625

Please accept this official notice that **GROSZ CONSTRUCTION COMPANY, INC.** has been approved to bid for City of Clearwater construction projects falling into the following parameters:

Approved Maximum Bid Limit: **\$1,650,000** Prequalification Expiration: **SEPTEMBER 4, 2027**

Approved Categories:

- Commercial Buildings
- Concrete Flatwork (curbs, courts, etc)
- Demolition
- Excavation/Site Work

*Any category applied for and not approved indicates the project list submitted did not demonstrate any/enough experience in that category. Project experience in categories that were not approved may be submitted for consideration. This pre-qualification applies to standard types of construction projects. Projects requiring special expertise or unusually difficult construction categories may require separate pre-qualifications following bid advertisement. City policy dictates that financial statement documents are not copied or retained, so this item was deleted following the pre-qualification approval.*

The Engineering Construction Manager reserves the right to adjust categories and the maximum project bid value during the three-year approval period based on direct work experience and updates submitted.

We appreciate your interest and look forward to receiving your bids on City of Clearwater projects. For our current bid list visit: <https://www.myclearwater.com/business/bid-information>.

Kind Regards,

*Marina Tsongranis*

Contract Procurement Specialist  
City of Clearwater's Engineering Department  
(727) 444 – 8212  
[marina.tsongranis@myclearwater.com](mailto:marina.tsongranis@myclearwater.com)

Bruce Rector, Mayor

Ryan Cotton, Councilmember  
Mike Mannino, Councilmember



David Allbritton, Councilmember  
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"

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# GROSZ CONSTRUCTION COMPANY INC.

23075 Jacobson Rd.  
Brooksville fl. 34601

Office: 352-777-4219  
Cell: 813 918 2970

[Tim@Groszconstruction.com](mailto:Tim@Groszconstruction.com)

City Of Clearwater  
100 South Myrtle Ave  
Clearwater ,Fl. 33756

Contact: Matthew J. Anderson  
City of Clearwater  
Parks & Rec Assistant Director  
727-580-0436  
[Matthew.Anderson@Myclearwater.com](mailto:Matthew.Anderson@Myclearwater.com)

Current : Projects Sailing center, Jones recreation center /park,  
Clearwater beach welcome center, Carpenters field maintenance offices  
Phillies administration center second floor hall and meeting center  
Scope: Install drywall, paint, install flooring related to Hurricane wind and rain

Previous Projects  
past 10 year Country side recreation center ( new) many concrete projects and restroom  
renovations ( see attached reference letter from Leroy Chin)

3-5

June 19, 2024

To Whom it May Concern:

Reference Letter: Grosz Construction Company  
6411 Crystal Brook Dr.  
Tampa, FL 33625

I was the Park, Planning, and Project Manager City of Clearwater Parks & Recreation Department and retired from the city 2.5 years ago and now as Vice President landscape architect with TranSystems. I have had the opportunity to work with Grosz Construction for over 20 years on multitude of projects covering a wide diverse range of scope and size with Mr. Tim Grosz. As Park, Planning & Project Manager for the City of Clearwater Parks and Recreation Department. Grosz Construction conducted themselves in a professional, courteous, effective, and efficient manner and are extremely talented group. They can analyze, solve any issues and take on any challenges put before of them. They have a genuine concern for City's needs, provided ethically sound professional judgment, advice, opinions with the utmost integrity and they are unafraid of being honest and truthful of construction project awarded to them. They are accurate with their cost estimates and effective in the implementation and providing the City the ability to complete our projects on budget in a timely manner. They are constantly timely on their material and shop drawing submittal and available for meetings at a moments' notice, been prompt in returning phone calls, emails. Tim is very responsive to change order and was very fair in their cost and adhering to unit cost of the contract. Request for information was very concise and were pro-active to foresee issues and RFI were requested in a timely manner to prevent project delays.

Grosz Construction acquired multiple At-Risk Contractor for more than 10 years with the Parks & Recreation Department have collaborated on some of the project highlighted below:

1. Concrete Sidewalk, Concrete Flatwork, Miscellaneous Concrete Work & Other Miscellaneous Surfaces – Annual Contract Value \$600,000.00
  - a. Jack Russell Stadium \$141,000.00 concrete bleacher footings, concrete flatwork and sidewalks.
  - b. Joe DiMaggio Sports Complex \$97,800.00 concrete flatwork and sidewalks.
  - c. Clearwater Beach - Pier 60 Plaza - \$40,000.00 concrete flatwork.
  - d. Sid Lickton Sports Complex, \$200,000 planer walls, concrete flatwork and sidewalks.
  - e. Sid Lickton Sports Complex, \$68,000.00 baseball dugout removal and reinstallation.
  - f. Phillies Carpenter Field Clubhouse. \$35,000 concrete sidewalks and parking lot.
  - g. Clearwater Beach Community Pool Slide \$20,000 – concrete footing and installation of multi-story high activity slide.

[1]

2. Clearwater Beach Sandwall includes: poured in place concrete walls with form liner, masonry walls with concrete caps and concrete flatwork and sidewalks annual continuing contract at various locations along beach walk and parking lots – \$450,000.00
3. Mandalay Park Storage Building – Construct new 2,000 sq. ft. masonry storage building for Parks & Recreation Dept. \$175,000.00
4. Moccasin Lake Nature Park – Boardwalk Reconstruction, \$53,000.00
5. Papaya Street Plaza – form liner planter walls, entry monument, concrete flatwork. \$145,000.00
6. Memorial Causeway Dough Boy & Sailor Plaza – form liner concrete monument for statue concrete flatwork installation of statue \$50,000.00
7. Clearwater Beach - Everglade Lifeguard Tower Construction \$22,000.00
8. Crest Lake Park – Veteran’s Plaza – decorative concrete flatwork, veteran’s honorary walls \$40,000
9. Long Cener – Men’s and women’s restroom renovations \$44,000.00
10. Enterprise Dog Park & Clearwater Beach – installation of Shade Systems single cantilever shade structure \$12,000.00

Having worked with numerous general contractors over my career, I am confident to say they are well organized and one of the finest contractor in the Tampa Bay Region. It is my pleasure and confidence in giving Grosz Construction highest recommendation for contracting services and wish them the best on all their future endeavors. Should you have any questions feel free to contact me at (813) 465-0677.

Sincerely,



Leroy Chin  
Vice President – Landscape Architect

# PURCHASING AGENDA ITEM

Hernando County School District

**APPROVED**

AGENDA #: 23-1510

**School Board Approval Meeting:**

**June 27, 2023**

**Bid No. 23-968-42**

**Bid Title: General Construction Services**

*Recommend approval of this agenda item under the specific category below:*

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Lowest Bid(s)    | <input type="checkbox"/> Request for Proposal(s)     | <input checked="" type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award    | <input type="checkbox"/> Renewal of Contract         | <input type="checkbox"/> Sole Source                                 | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination  | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension                               | <input type="checkbox"/> Emergency                |
| <input type="checkbox"/> Reversed Auction | <input type="checkbox"/> Piggyback Cooperative       |  |   |

**Bid Contract Period:** 06/27/2023 through 06/26/2025  N/A – One Time Purchase

**Contract Type:**

<input type="checkbox"/> Estimated Dollar Amount	<input type="checkbox"/> Firm, Fixed Dollar Amount	<input type="checkbox"/> Firm, Fixed Unit Prices	<input checked="" type="checkbox"/> Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages
--	--	--	--

**Renewal Options:**

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term (month)	<input checked="" type="checkbox"/> Length of Each Term (year)	<input type="checkbox"/> None
3		1	

**Rationale/Reason:**

Bidders Electronically Downloaded From Public Purchase Website: 39	Bids Received: - 4 -	No Bids: - 1 -	Late Bids: - 0 -	Rejected Bids: - 0 -	<input type="checkbox"/> N/A – Bids Not Required:
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**Submitted By:** Neil McDonald  
Director of Purchasing & Warehousing

**School(s):** District Wide

**Requested By:** Brian Ragan  
Director of Facilities & Construction

**Department(s):** Support Operations

Brian Ragan  
Director of Maintenance

Recommended award, description of items and prices: (See attached)

**T/C CODE: 2342**

# GROSZ CONSTRUCTION COMPANY INC.

23075 Jacobson Rd.  
Brooksville fl. 34601

Office: 352-777-4219  
Cell: 813 918 2970

Tim@groszconstruction.com

Hernando County School district  
School Board of Hernando county  
Facilities Department  
8050 Mobley Road, Brooksville, FL 34601

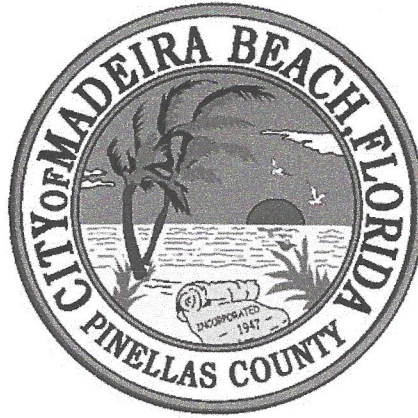
Contact: Brain Regan  
Facilities Director  
352-797 7050  
[ragan\\_b@hcsb.k12.fl.us](mailto:ragan_b@hcsb.k12.fl.us)

Projects: Central high school classroom renovations  
Scope: Convert two class rooms in to four  
Demolition, new flooring ceilings hvac electrical, plumbing, millwork, painting  
flooring ,doors and hardware, marker board data control.

Various projects over five years Estimated value Portables renovations, Store front replacement at three schools, multi renovations of class rooms, restrooms, kitchens \$2,000.000 plus over five years

3-9

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Grosz Construction Co, Inc

Name of Person Submitting Proposals Tim Grosz, President

**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."

**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.

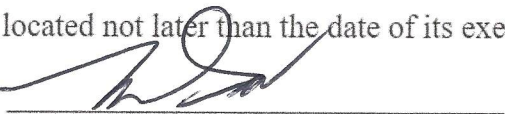
Addendum No.	Addendum Date
<u>N/A</u>	_____
_____	_____
_____	_____

- 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.

Signature



Date

2-12-25

4A

## RFP 25-03 – Pre-Bid Walk Through Questions

- 1) Do we need to paint the door frames? Yes
- 2) What are the paint specs?
  - a. Sherwin Williams – Benjamin Moore – Ultra Spec Scuff-X
    - i. Basic Biege
    - ii. Bora Bora Shore (Blue)
    - iii. Amber Wave (Orange)
  - b. Comparable Satin Paint type is acceptable.
- 3) Floor Specifications?
  - a. Lifestyle Portsmouth –
    - i. Previous contact – Trinity Tile : Lisa Hodge 904-477-7949
  - b. Impact Roll – Wood Series
    - i. Website: <https://www.flooringinc.com/shop/impact-rolls-wood-series-5047.html>
- 4) Do you want Vinyl Door Thresholds? Yes, On all closets. 4 Total.
- 5) Do you want us to replace the frame in the custodian closet? It is currently rusted?
  - a. Yes (Photo below)
- 6) Is the HVAC system up and running? Yes, it has been maintained throughout and is functioning.
- 7) Do you want us to repair the acoustic ceiling? No
- 8) Are all the walls insulated? Yes
- 9) Do you want us to replace the doors? No
- 10) Do you want us to pull and replace the threshold for the transition between the restroom and the lobby? Yes, if needed to ensure a proper transition between the two flooring.
- 11) Is there any electric work needed at this time? The only electrical required is to place the previous outlets where they were.
- 12) Do the kitchen, front storage closet, and ceiling need to be painted? No. Only painting areas of which will have drywall added to them. The rooms with new drywall will be painted floor to ceiling.

T.E

### "CONTRACTOR" PROFILE

Grosz Construction Co, Inc.  
Submitted by (Company Name)

Circle one of the following:

Corporation      Partnership      Individual      Joint Venture

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

Florida Contractor License Number: CGC 1513014

Expiration Date: 8/31/2026 Unique Entity ID: \_\_\_\_\_ FEIN: 59-3750456

Office Location: 23075 Jacobson Rd. Brooksville, FL 34601

Number of people in your organization: 3 ± ancillary staff based on work

Length of time the Contractor has been doing business under this name in Florida: 23 years.

Length of time your firm has provided services to governmental clients: 23 years.

Under what other name(s) has your firm operated: Grosz and Stamper

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

YES

NO

If yes, Include a detailed explanation.

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

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### 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.

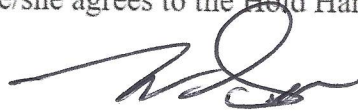
The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

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.

Grosz Construction Co, Inc.  
Contractor/ "CONTRACTOR"- Printed Name  
RFP # 2503



Signature

Madiera Beach Recreation  
Project Name Center. Interior,  
hurricane repairs

2-12-25

Date

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

## 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 Timothy Grosz President  
(Print individual's name and title)  
for Grosz Construction Co, Inc  
(Print name of entity submitting sworn statement) 34601  
whose business address is 23075 Jacobson Rd. Brooksville, Fl and (if applicable) its  
Federal Employer Identification Number (FEIN) is 59-3150456
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
 

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

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

*[Handwritten Signature]*

Authorized Signature

2-13-25

Date Signed

State of: Florida

County of: Hernando

Sworn to and subscribed before me this 13<sup>th</sup> day of February, 2025

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

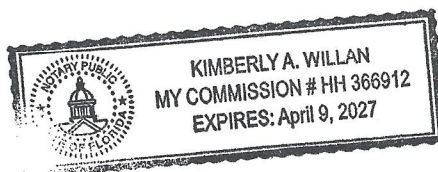
(Specify Type of Identification)

*[Handwritten Signature: Kimberly A. Willan]*

Signature of Notary

My Commission Expires 4/9/2027

(seal)



This document must be completed and returned with your submission.

7A

# 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.

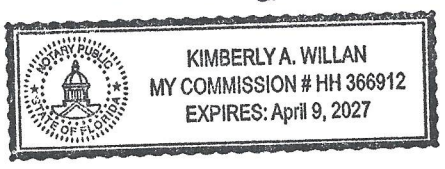
Company Name: Gross Construction Co, Inc  
Print Name: Tim Gross Title: President  
Signature: [Handwritten Signature] Date: 2-13-25  
State of: Florida  
County of: Hernando  
Sworn to and subscribed before me this 13<sup>th</sup> day of February, 2025

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

[Handwritten Signature]

Signature of Notary  
My Commission Expires 4/9/2027

(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.

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# GROSZ CONSTRUCTION COMPANY INC.

23075 Jacobson Rd.  
Brooksville fl. 34601

Office: 352-777-4219  
Cell: 813 918 2970

Tim@groszconstruction.com

February 12, 2025

To: City of Madeira Beach  
300 Municipal Dr.  
Madeira Beach Fl. 33708  
Re: RFI #25-03 Madeira Beach Recreation Center Interior  
Hurricane Repairs

We are please to present our proposal to supply all labor, materials, tools and equipment, and insurance per the plans and specs and contract documents received by the city thru demand star. As per the submittal requirements numbers 1-13 we have prepared this proposal with a brief description and contract lump sum price for a base bid price. Also with add alternate for the sheet goods floor instead of vinyl floor planking per the bid packet. Should Grosz construction be selected for the project? Enclosed is a sample draft copy of the AIA Contract between owner and contractor that we recommend for the final contract

#### Scope of work

Install 5/8" drywall and insulation to match existing thru areas that the drywall has been removed.

Paint all walls floor to ceiling with were drywall is being replaced

Door frames included

Painted walls and frames will match existing (owner to supply colors match product numbers

Ceilings and doors excluded

Install Vinyl floor planking selected by owner form provided samples.

All work will comply with any addendum and answers to questions by the city

**Base Bid for the above Lump Fifty Seven Thousand Seven Hundred \$57,700.00**

**Add Alternate for roll flooring Add amount Fifty Thousand Eight Hundred \$50,800.00**

Per below answers for impact Roll Goods

Impact Roll – Wood Series Website: <https://www.flooringinc.com/shop/impact-rolls-wood-series-5047.html>

Grosz Construction Company Inc.  
President

Tim Grosz

9



# GROSZ CONSTRUCTION COMPANY INC.

23075 Jacobson Rd.  
Brooksville fl. 34601

Office: 352-777-4219  
Cell: 813 918 2970

Tim@Groszconstruction.com

To: City of Madeira Beach  
300 Municipal Dr.  
Madeira Beach Fl. 33708  
Re: RFI #25-03 Madeira Beach Recreation Center Interior  
Hurricane Repairs

## List of Sub Contractors

### **Drywall**

Yagmin Ceiling and Drywall Company  
12695 Automobile Boulevard  
Clearwater, FL 33762  
A FLORIDA CORPORATION CBC053072  
Office#: 727-573-5244 Fax#: 727-571-1575  
Email: [yagmincdw@gmail.com](mailto:yagmincdw@gmail.com)

### **Painting**

Jeff Coffin paint and water proofing  
519 49th Street South, St. Petersburg 33707 (727) 600-1223

### **Flooring**

Wholesale Carpets Inc  
2598 28th Ave N Ste A  
St Petersburg, FL 33713-3909  
727-323-1881  
[wholesalecarpetsinc.business.site](http://wholesalecarpetsinc.business.site)

9A

# State of Florida Department of State

I certify from the records of this office that GROSZ CONSTRUCTION COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on May 4, 2001.


The document number of this corporation is P01000045312.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 21, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of January,  
2025*



  
Secretary of State

Tracking Number: 3096676972CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on our new license!

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

CGC1513014 ISSUED: 06/04/2024  
 CERTIFIED GENERAL CONTRACTOR  
 GROSZ, TIMOTHY L  
 GROSZ CONSTRUCTION COMPANY INC

\_\_\_\_\_  
 Signature  
 LICENSED UNDER CHAPTER 489, FLORIDA STATUTES  
 EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1513014

EXPIRATION DATE: AUGUST 31, 2026

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

GROSZ, TIMOTHY L  
GROSZ CONSTRUCTION COMPANY INC  
6411 CRYSTAL BROOK DRIVE  
TAMPA FL 33625



ISSUED: 06/04/2024

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

Do not alter this document in any form.

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

CERTIFICATE OF LIABILITY INSURANCE

Item 9A.  
DATE 1/30/2025

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 any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER <b>Marsh &amp; McLennan Agency</b> 101 N. Starcrest Drive Clearwater, FL 33765 727 447-6481	CONTACT NAME: <b>Cheyenne Jewell</b>	
	PHONE (A/C, No, Ext): <b>727 447-6481</b>	FAX (A/C, No):
E-MAIL ADDRESS: <b>clcerts@MarshMMA.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : <b>Builders Mutual Insurance Company</b>		<b>10704</b>
INSURER B : <b>Progressive Express Insurance Company</b>		<b>10193</b>
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		
INSURED <b>Grosz Construction Company Inc.</b> 23075 Jacobson Rd Brooksville, FL 34601		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			990414453	12/10/2024	12/10/2025	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCP106782905	09/25/2024	09/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Waiver of subrogation applies to Workers Compensation when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.**

CERTIFICATE HOLDER  <p style="text-align: center;">For Bid Purposes Only</p>	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 
--	---







AGENCY CUSTOMER ID: \_\_\_\_\_ Item 9A.  
 LOC #: \_\_\_\_\_

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> MARSH MCLENNAN - BOUCHARD REGION		<b>NAMED INSURED</b> Grosz Construction Company, Inc. 23075 Jacobson Rd Brooksville, FL 34601	
<b>POLICY NUMBER</b> 990414453		<b>EFFECTIVE DATE:</b> 12/10/2024	
<b>CARRIER</b> Progressive Express Insurance Company	<b>NAIC CODE</b> 10193		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

**Additional Coverages**

Insurance coverage(s)	Limits
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	\$1,000,000 Combined Single Limit

**Description of Location/Vehicles/Special Items**

**Scheduled autos only**

2020 FORD F250 1FT8W2BT3LEE72897	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Medical Payments	\$2,000 each person

Liability coverage may not apply to all scheduled vehicles.

*11-6*

# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

« »  
« »City of Maderia Beach  
300 municipal dr Maderia Beach Fl 33708  
« »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« »  
« »Grosz construction Company Inc  
23075 jacobson Rd Brooksville fl. 34601  
« »  
« »

for the following Project:  
(Name, location and detailed description)

« »  
« »Maderia Beach Recrration Center Hurricane Repairs  
« »

The Architect:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

Pending Boc approval and the following  
Base bid price, atterante price contract sum  
Project time

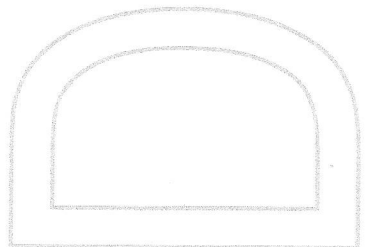
Completed contract



**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*
- 

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

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User Notes: ▲

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2

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « » ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

**ARTICLE 5 PAYMENTS****§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« »

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ « » ] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

[ « » ] Litigation in a court of competent jurisdiction

[ « » ] Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

« »

« »

« »

« »

« »

« »

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

« »

« »

« »

« »

« »

« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: (If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:  
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ « » ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

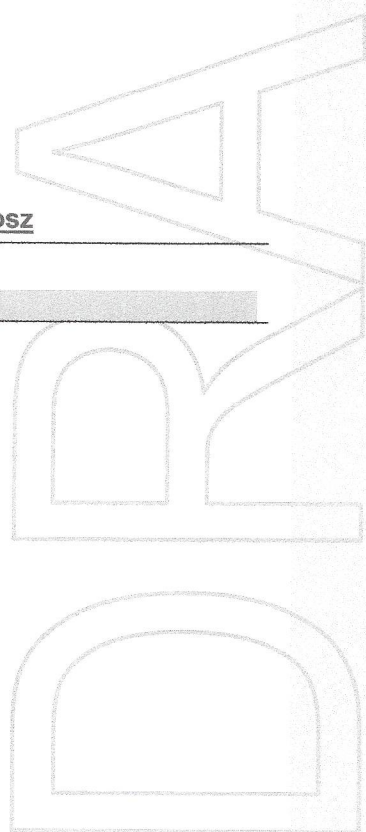
(Printed name and title)

Tim Grosz

CONTRACTOR (Signature)

« »« »President

(Printed name and title)



**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 Timothy Grosz, President  
[print individual's name and title]

for Grosz Construction Co, Inc [print name of entity submitting sworn statement]

whose business address is: 23075 Jacobson Rd Brooksville, Fl 34601 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3750456 (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

14



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.

*[Handwritten Signature]*

Authorized Signature

2-13-25

Date Signed

State of: Florida

County of: Hernando

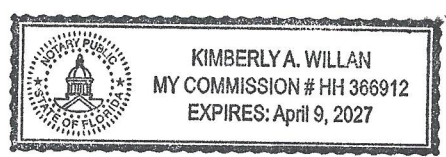
Sworn to and subscribed before me this 13<sup>th</sup> day of February, 2025

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

(Specify Type of Identification)

*[Handwritten Signature]* Signature of Notary

My Commission Expires 4/9/2027



14A

**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 Timothy Grosz, President  
[print individual's name and title]

for Grosz Construction Co, Inc.

[print name of entity submitting sworn statement]

whose business address is: 23075 Jacobson Rd Brooksville, Fl 34601

and Federal Employer Identification Number (FEIN) is 59-3750456, 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

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shall be executed by an authorized agent of the entity or the individual.

*[Handwritten Signature]*

Authorized Signature

2-13-25

Date Signed

State of: Florida

County of: Hernando

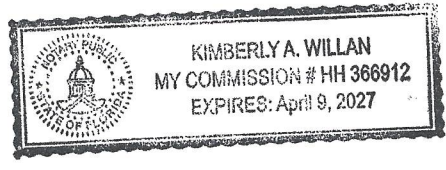
Sworn to and subscribed before me this 13<sup>th</sup> day of February, 2025

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

(Specify Type of Identification)

*[Handwritten Signature]* Signature of Notary

My Commission Expires 4/9/2027



15-B



# **City of Madeira Beach**

Request for Proposal (RFP)

RFP# 25-03

## **Madeira Beach Recreation Center Interior Hurricane Repairs**

Due by 10:00 AM February 14, 2025

City Hall

300 Municipal Drive

Madeira Beach, Florida 33708

## PURPOSE AND INTRODUCTION

The City of Madeira Beach, Florida ("City") is requesting Proposals from Florida certified, licensed and otherwise qualified Contractors ("CONTRACTOR"), one of which may be selected by the City to enter into a Contract for RFP #25-03 Madeira Beach Recreation Center Interior Hurricane Repairs at City Owned property identified as the Madeira Beach Recreation Center located at 200 Rex Place, Madeira Beach FL 33708. The subject site is located in the City of Madeira Beach. See Attached photos for additional information. The Recreation Center experienced flooding and damage due to Hurricane Milton. The affected drywall, flooring and cabinetry has been professionally removed and needs to be replaced. All work will need to be completed via Approved Permit Process and Conditions.

## MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 10:00 a.m., on Tuesday, January 28, 2025, to be held on site at the Madeira Beach Recreation Center at 200 Rex Place, Madeira Beach FL. 33708. All persons and CONTRACTORS planning to submit a Proposal are required to attend this meeting, which will outline the project as described in this RFP and provide an opportunity for questions and answers for all interested persons. Contractors must allow sufficient time to ensure arrival prior to the indicated time. **PEOPLE ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED.**

All Proposals must be submitted to the city in a sealed envelope and clearly marked: "**Madeira Beach RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs**". All Proposals must be received in the Office of the City Clerk no later than 10:00 a.m. on Friday, February 14, 2025, where they will be opened in a public forum at 10:30 a.m., on that same day. One (1) USB in PDF Format must be submitted. Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov), to all interested persons identified by the City as having received the bid documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such an addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bidders must allow sufficient time to ensure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

Any responses received by the office of the City Clerk after the due date and time specified in this RFP will not be considered and will be returned unopened.

Corrections of any kind to any RFP must be initiated by an authorized representative of the CONTRACTOR. All Proposals must contain a manual signature of an authorized CONTRACTOR representative.

## CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Proposals in writing to the following City representative. Questions must be submitted by the date listed in the calendar of events below.

**Jay Hatch**  
 Recreation Director  
 300 Municipal Drive  
 Madeira Beach FL 33708  
 (727) 392-0665  
 jhatch@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked “Madeira Beach RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs” on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

The City of Madeira Beach reserves the right to reject any or all Proposals, to waive technical specifications or deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

## CALENDAR OF EVENTS

A. January 16, 2025	Request for Proposal (RFP) Release Date
B. January 28, 2025	Mandator Pre-Bid Meeting – 10:00 AM – 200 Rex Place, Madeira Beach FL 33708
C. February 4, 2025	Questions Due by 10:00AM
D. February 5, 2025	Answers/Clarifications Posted by 5:00PM
E. February 14, 2025	Bid Due by 10:00AM
F. February 14, 2025	Bid Opening at 10:00AM
G. February 19, 2025	Tentative BOC Discussion

## SUBMITTAL REQUIREMENTS

**Proposals shall include the following:**

1. One (1) electronic copy (USB- PDF Format)
2. Completed Statement of Qualifications
3. Completed References form, containing at least three (3) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Contractor Profile
6. Hold Harmless Agreement

7. Sworn Statement of Section 287.133(3)(a), on Public Entity Crimes
8. Immigration Affidavit Certification
9. Contractor Proposal – Itemized and Proposed in Contractor Preferred Format
10. Certifications and business licenses.
  - a. Include proof of corporation (sunbiz.org Division of Corporations)
11. Proof of Insurance as listed in the insurance section.
12. Signed contract (if included)
13. Exhibit A & Exhibit B

### ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY,” the proposals shall become the property of the “CITY” without compensation to the proponent, for disposition or usage by the “CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.
- Costs to Prepare Responses: The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals.
- Equal Employment Opportunity: During the performance of this Contract, the “CONTRACTOR” agrees as follows: The “CONTRACTOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

### CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

### PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY,” as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law. A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount supplied in Section 287.017, Florida Statutes, for CATEGORY TWO for a 16 period of thirty-six (36) months from the date of being placed on the convicted vendors list.

## SCOPE OF SERVICES

The objective of the services to be rendered is the restoration of the Recreation Center by replacing and repairing drywall, flooring, electrical components, baseboards, cabinetry, and other necessary areas to ensure full functionality, safety, and aesthetics.

Interior photos of the Recreation Center and a description of the needs of each room is included as Supplement #1.

The City will supply the as built building plans of the Recreation Center as Supplement #2.

## CRITERIA FOR SELECTION OF CONTRACTORS

Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked Contractor shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with Florida Statutes.

In evaluating Bidders, Owner may consider the qualifications of Bidders and the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Evaluation Scoring Criteria	Possible Points
Capability and qualifications of the proposer	20
Proven experience as demonstrated with recent contracts/projects within the State of Florida.	15
Resources and Availability – include a list of subcontractors	15
Client References and past performance	15
Total Bid Cost	35
Total	100

## AWARD

It is understood that the “CITY” of Madeira Beach is not obligated to make an award under, or because of, this RFP or to award such contract. The “CITY” of Madeira Beach reserves the right to award such contract, if any, to the best qualified Respondent(s). The “CITY” of Madeira Beach has the sole discretion and reserves the right to cancel this RFP, and to reject all proposal packages, to waive all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the “CITY” of Madeira Beach’s best interest to do so.

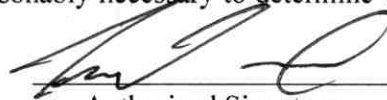


### STATEMENT OF QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary.

- 1. Name of Contractor: Michael Axe
- 2. Name of Business (if different than #1): Axcel Construction LLC
- 3. Form of Entity: Limited Liability Company
- 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):  
107 N. Armenia Ave Tampa, FL 33609
- 5. Date Organized: 08/16/2016
- 6. Where Organized: 5820 S. MacDill Ave Tampa, FL 33611
- 7. How many years have you been engaged in contractor work under your present name; also, state names and dates of previous business names, if any. 9 years
- 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: No
- 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: Auto Accident
- 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: Thomas Cooley - Temple Terrace awarded by CBRE - 7 month duration
- 11. List your key personnel available for this contract.: Mark Wilson 727-648-6393

The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

  
 \_\_\_\_\_  
 Authorized Signature  
2/11/25  
 \_\_\_\_\_  
 Date Signed

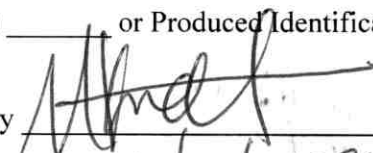
#### NOTARY

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 11 day of Feb, 2025

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

Signature of Notary 

My Commission Expires 10/31/2028



## REFERENCES

Please include the below information for all three (3) references as required.

**Information below to be included for all three references in the proposal.**

Contact Name Marina Gould

Business Name America's Capital Partners

Business Address 1715 N Westshore Blvd, Suite 270, Tampa, FL 33607

Contact Phone 813-786-8408

Contact Email mgould@americascapital.com

Project Description (describe): Various permitted tenant improvement projects ranging from \$50,000- \$500,000 including MEP's

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## 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

## REFERENCES

Please include the below information for all three (3) references as required.

**Information below to be included for all three references in the proposal.**

Contact Name Kyle Nevergold

Business Name Feldman Equities LLC

Business Address 150 2nd Ave N Suite 1700, St. Pete, FL 33701

Contact Phone 813-545-2698

Contact Email knevergold@feldmanequities.com

Project Description (describe): Various permitted tenant improvement projects at  
First Central Tower, Morgan Stanley Tower, Park Tower, MEP's included. Pricing ranging  
from \$50,000 - \$500,000

## REFERENCES

Please include the below information for all three (3) references as required.

**Information below to be included for all three references in the proposal.**

Contact Name Kathy Erickson

Business Name Merin Hunter Codman, Inc.

Business Address 5201 W Kennedy Blvd, #122, Tampa, FL 33609

Contact Phone 727-383-8000

Contact Email kerickson@mhcreal.com

Project Description (describe): Various tenant improvement projects located at 5021 W  
Kennedy Blvd, Tampa, FL 33607. Ranging from (\$50,000-\$700,000)

## 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.

## NO COLLUSION

By offering a submission to this Request for Proposal, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

## TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate it at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

## SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Commissioners, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

## TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

## COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

## PROPOSAL PACKAGE SECTIONS

The Respondent shall organize its proposal package into the following major sections:

- A. Statement of Qualification: To be submitted on the "CONTRACTOR" letterhead. The statement of interest shall:
  - o Concisely state the "CONTRACTOR"'s understanding of the RFP.
  - o Include additional relevant information not requested elsewhere in the RFP.
  - o The signature on the statement shall be that of a person authorized to represent and bind the "CONTRACTOR"
- B. References- current or recent project relating to the RFP.
  - o Provide a minimum of three (3) references for work performed like the scope of this RFP.
- C. Proposal Form - signed and completed.
- D. CONTRACTOR Profile – Completed
- E. Hold Harmless Agreement – signed and completed.
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- signed and completed.
- G. Immigration Affidavit certification- Signed and completed.
- H. Contractor Proposal – Itemized and Proposed in Contractor Preferred Format
- I. Contractors Licenses
- J. Certificate of Insurance
- K. Signed Agreement (If included).
- L. Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
- M. Exhibit B Drug Free Workplace Certificate – Signed and completed.

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Michael Axe - President

Name of Person Submitting Proposals Andrew Clayson

**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."

**BIDDER'S REPRESENTATIONS**

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature  \_\_\_\_\_

Date 2/11/25 \_\_\_\_\_

### “CONTRACTOR” PROFILE

AXECEL CONSTRUCTION LLC

Submitted by (Company Name)

Circle one of the following:

**Corporation**      **Partnership**      **Individual**      **Joint Venture**

Other Describe: Limited Liability Company

Florida Contractor License Number: CBC1261274

Expiration Date: 8/31/2026      Unique Entity ID: WL14FL92PJV4      FEIN: 81-3015028

Office Location: 107 N Armenia Ave, Tampa, FL 33609

Number of people in your organization: 20

Length of time the Contractor has been doing business under this name in Florida: 9 years.

Length of time your firm has provided services to governmental clients: 1 years.

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

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

**YES**      X **NO**

If yes, Include a detailed explanation.

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



### 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.

Michael Axe - Axecel Construction President

Contractor/ "CONTRACTOR"- Printed Name



Signature

Madeira Beach Rec Center- Interior Hurricane Repairs RFP 25-03

Project Name

2/11/16

Date

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

## 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 Michael Axe - President  
(Print individual's name and title)  
for Axcel Construction LLC  
(Print name of entity submitting sworn statement)  
whose business address is 107 N Armenia Ave, Tampa, FL 33609 and (if applicable) its  
Federal Employer Identification Number (FEIN) is 81-3015028.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).  
 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

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

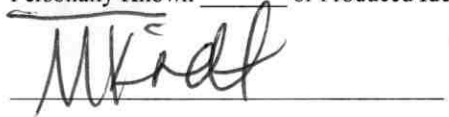
  
Authorized Signature  
2/11/25  
Date Signed

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 11 day of Feb, 2025

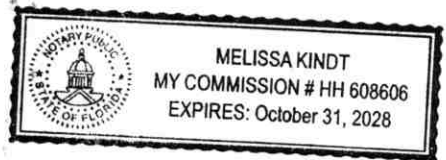
Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_



(Specify Type of Identification)

Signature of Notary

My Commission Expires 10/31/2028



(seal)

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

# 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: Axcel Construction LLC  
Print Name: Michael Aye Title: President  
Signature: [Handwritten Signature] Date: \_\_\_\_\_  
State of: Florida  
County of: Hillsborough  
Sworn to and subscribed before me this 11 day of Feb, 2025

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

[Handwritten Signature]  
Signature of Notary  
My Commission Expires 10/31/2028  
(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.

**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 Michael Axe - President  
[print individual's name and title]  
for Axcel Construction LLC

[print name of entity submitting sworn statement]

whose business address is: 107 N Armenia Ave, Tampa, FL 33609

and Federal Employer Identification Number (FEIN) is 81-3015028, 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.

[Signature]  
Authorized Signature  
2/11/25  
Date Signed

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 11 day of Feb, 2025

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

(Specify Type of Identification)

[Signature] Signature of Notary

My Commission Expires 10/31/2028



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 Michael Axe - President  
[print individual's name and title]

for Axcel Construction [print name of entity submitting sworn statement]

whose business address is: 107 N Armenia Ave, Tampa, FL 33609 and (if

applicable) its Federal Employer Identification Number (FEIN) is 81-3015028 (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.

*[Handwritten Signature]*  
Authorized Signature

Date Signed 2/11/25

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 11 day of Feb, 2025

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

(Specify Type of Identification)

*[Handwritten Signature]* Signature of Notary

My Commission Expires 10/31/2028





**2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L16000120414

**Entity Name:** AXECEL CONSTRUCTION LLC

**Current Principal Place of Business:**

107 N ARMENIA AVE  
TAMPA, FL 33609

**Current Mailing Address:**

107 N ARMENIA AVE  
TAMPA, FL 33609 US

**FEI Number: 81-3015028**

**Certificate of Status Desired: No**

**Name and Address of Current Registered Agent:**

AXE, MICHAEL J  
107 N ARMENIA AVE  
TAMPA, FL 33609 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** \_\_\_\_\_

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title MGR  
Name AXE, MICHAEL  
Address 107 N ARMENIA AVE  
City-State-Zip: TAMPA FL 33609

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE: MICHAEL AXE**

**PRESIDENT**

**02/10/2025**

Electronic Signature of Signing Authorized Person(s) Detail

Date

Item 9A.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 9A.



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**AXE, MICHAEL J**

AXECEL CONSTRUCTION LLC  
107 N ARMENIA AVE  
TAMPA FL 33609

**LICENSE NUMBER: CBC1261274**

**EXPIRATION DATE: AUGUST 31, 2026**

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

ISSUED: 08/13/2024

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.



Item 9A.

Receipt # 1555262 | Control No. 0360548

For Period Commencing JULY 1ST, 2024 | and ending September 30, 2025

Total: 154.70 | Dated | Application No.

This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.

Classification	Description	Amount
148014	COMM RNTL PROPERTY	\$144.70
993000	ADMIN HANDLING FEE	\$10.00

2025  
CITY OF TAMPA  
TAX RECEIPT  
BUSINESS  
TAX  
DIVISION

By: WEB

Business Name and Address  
AXECEL CONSTRUCTION LLC  
5820 S MACDILL AVE  
TAMPA FL 33611

Business Name and Location  
AXECEL CONSTRUCTION LLC  
107 N ARMENIA AVE  
TAMPA FL 33609





**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07/06/2024      Policy No. WCP 1080092      Endorsement No. 000  
Insured AXECEL CONSTRUCTION LLC      Premium \$ 26,721.00

Insurance Company BUILDERS MUTUAL INSURANCE CO      Countersigned by \_\_\_\_\_



## REFERENCES

Please include the below information for all three (3) references as required.

Information below to be included for all three references in the proposal.

**Contact Name:** Claudine Best

**Business Name:** Sarasota County Government

**Business Address:** 1451 Cattlemen Rd, Bldg E, Sarasota, FL 34232

**Contact Phone:** 941-861-0577

**Contact Email:** [clbest@scgov.net](mailto:clbest@scgov.net)

**Project Description (describe):** Project currently ongoing, with an estimated project budget of 1.8 million dollars. Project is contracted with Sarasota County Government and was solicited as a Hard Bid. Axcel Construction was the awarded Contractor. The project scope included the renovation of 12,000 sq ft of interior tenant space. The project included all Mechanical, Electrical, Plumbing, and Fire Protection. Numerous conference rooms and offices were framed out and drywalled. Continuous operations of the building are maintained during all phases of construction. The project is scheduled for completion in May 2025. The project is currently on budget and on time.

## REFERENCES

Please include the below information for all three (3) references as required.

Information below to be included for all three references in the proposal.

**Contact Name:** Carmen Gomez

**Business Name:** Sarasota County Government

**Business Address:** 1660 Ringling Blvd. Sarasota, FL 34236

**Contact Phone:** 941-363-1547

**Contact Email:** [cgomez@scgov.net](mailto:cgomez@scgov.net)



**Project Description (describe):** Axecel Construction was awarded the GC Term Contract with Sarasota County. The scope of work includes all the labor, services and materials for General Contracting Services. This contract has a term period of 3 years. Axecel shall perform renovations and/or remodels to existing County facilities, including, but not limited to carpentry, millwork, framing, drywall, doors, windows, frames, caulking, hardware, demolition, excavation, ceilings, masonry, and sub-contracting. Other services may include, but are not limited to HVAC, electrical, plumbing and remediation, if included as part of a larger project. Axecel shall follow all current best practice procedures as determined by industry standards or as directed by the County.

## REFERENCES

Please include the below information for all three (3) references as required.

Information below to be included for all three references in the proposal.

**Contact Name:** Kathy Erickson

**Business Name:** Merin Hunter Codman Inc.

**Business Address:** 5201 W Kennedy Boulevard, Suite 122

**Contact Phone:** 727 383 8000

**Contact Email:** [kerickson@mhcreal.com](mailto:kerickson@mhcreal.com)

**Project Description (describe):** This project is located at 5201 W Kennedy Blvd Suite 151. The project is called Café Luna. Axecel construction turned an office suite into a luxury Café for the building, renovating approximately 1,500 sq ft. The scope of work included Mechanical, electrical, plumbing, and fire protection, along with framing and drywall. The project budget was \$400,000. The project was very complex with installing a 5-ton air handling unit into the ceiling above and redesigning the suite with an advanced commercial hood for a high end kitchen, grease duct, and an inline exhaust system. The project is scheduled for completion in March 2025. The project is on time and on budget.





## REFERENCES

Please include the below information for all three (3) references as required.

Information below to be included for all three references in the proposal.

**Contact Name:** Lisa Brosnan

**Business Name:** Colliers

**Business Address:** 311 Park Place Blvd., Suite 600 | Clearwater, FL 33759 | USA

**Contact Phone:** 727-450-6156

**Contact Email:** [Lisa.Brosnan@colliers.com](mailto:Lisa.Brosnan@colliers.com)

**Project Description (describe):** This project was a Men's and Women's gang restroom renovation at Melrose Coastal Building on the 2<sup>nd</sup> floor. The project budget was \$100,000 and was completed in 30 days or less. The project consisted of drywall and framing, plumbing, and electrical. The project was completed on time and did not go over budget. Continuous operations of the facility always remained and were not disrupted. Demo scope was conducted after hours. All safety measures were taken during all phases of construction in common areas. The project was completed in December 2024.



## Subcontractor List

1	Company Name	Bid Status	Primary	Division	Phone	Email	Contact Person	Location:
2								
3	Waste Pro of Florida		Primary	01.4 - Dumpsters		<a href="mailto:nmorgenthaler@wasteprousa.com">nmorgenthaler@wasteprousa.com</a>	Nancy Morgenthaler	Tampa
4	Marco's Custom Cabinetry		Primary	06 - Millwork	(813) 465-3004	<a href="mailto:lorres@marcoscc.com">lorres@marcoscc.com</a>	Jonathan	Tampa
5	Custom Cabinets by Rose		Primary	06 - Millwork	(813) 401-1308	<a href="mailto:marissa@ccbyrose.com">marissa@ccbyrose.com</a>	Marissa Fletcher	Tampa
6	Taylor Door			06 - Millwork	727-498-5272	<a href="mailto:claytdhsupply@gmail.com">claytdhsupply@gmail.com</a>	Tim Dunbar	Tampa
7	Kenco Door			08.0.1 - Door Supply		<a href="mailto:sales@kencodoor.com">sales@kencodoor.com</a>		
8	Nabco Door			08.0.1 - Door Supply		<a href="mailto:nabcofi@nabcoentrances.com">nabcofi@nabcoentrances.com</a>		
9	Rosell Doors			08.0.1 - Door Supply		<a href="mailto:Rosell.doors@gmail.com">Rosell.doors@gmail.com</a>		
10	Blanton Glass Systems, Inc.			08.8 - Glazing	(813) 884-0411	<a href="mailto:carolyn@blantonglass.com">carolyn@blantonglass.com</a>	Daniel	Tampa
11	All Services Frameless Glass Co			08.8 - Glazing	813-909-6250	<a href="mailto:derek@framelessglassco.com">derek@framelessglassco.com</a>	Derek	Tampa
12	Urban Glass, Inc		Primary	08.8 - Glazing	(813) 872-7261	<a href="mailto:tim@urbanglass.net">tim@urbanglass.net</a>	Tim	Tampa
13	CH&F Construction Services, LLC		Primary	09.2 - Framing and Drywall	(727) 831-1372	<a href="mailto:bids@chfconst.com">bids@chfconst.com</a>	Enrique	Tampa
14	All Florida Drywall & Stucco			09.2 - Framing and Drywall	(813) 678-6721	<a href="mailto:MarioS@allfloridadrywall.com">MarioS@allfloridadrywall.com</a>	Mario Sosa	Tampa
15	MB Drywall			09.2 - Framing and Drywall	813-718-7102	<a href="mailto:ron@mbdrywallsolutions.com">ron@mbdrywallsolutions.com</a>	Ron Mitchell	Tampa
16	Hanlon Acoustical Ceilings			09.5 - Acoustical Ceiling	(305) 395-7385	<a href="mailto:mat.wright@hanlonceilings.com">mat.wright@hanlonceilings.com</a>	Mat Wright	Tampa
17	High Rise Ceilings			09.5 - Acoustical Ceiling	813-409-4788	<a href="mailto:highriseceilings@gmail.com">highriseceilings@gmail.com</a>		Tampa
18	Adams Surfaces			09.6 - Flooring	407-800-2411	<a href="mailto:luciana@adamssurfaces.com">luciana@adamssurfaces.com</a>	Luciana Adams	Orlando
19	Spectra Contract Flooring		Primary	09.6 - Flooring	(813) 254-7278	<a href="mailto:kim.roche@spectrafloor.com">kim.roche@spectrafloor.com</a>	Kim Roche	Tampa
20	Resource Flooring & Maintenance		Primary	09.6 - Flooring		<a href="mailto:cgrove@resourcefl.com">cgrove@resourcefl.com</a>	Anissa	Tampa
21	Flooring Solutions			09.6 - Flooring	(813) 394-5501	<a href="mailto:ioe@flooringsolutionsflorida.com">ioe@flooringsolutionsflorida.com</a>	Bruce Sedler	Tampa
22	QA Miranda Painting, LLC			09.9 - Paint	(352) 272-3522	<a href="mailto:enrique@miranda963@gmail.com">enrique@miranda963@gmail.com</a>	Luis Miranda	Tampa
23	Tampa Bay's Finest Painting, LLC			09.9 - Paint	(813) 381-7654	<a href="mailto:mark@tbfpainting.com">mark@tbfpainting.com</a>	Mark	Tampa
24	Precision Painting Group			09.9 - Paint	813-935-8568	<a href="mailto:bryan@ppgtampa.com">bryan@ppgtampa.com</a>		
25	Cillo Coatings LLC			09.9 - Paint	(813) 842-1159	<a href="mailto:ronaldi724@gmail.com">ronaldi724@gmail.com</a>	Ronald	
26	Frontline Fire Protection, Inc.		Primary	21 - Fire Suppression	(813) 986-4556	<a href="mailto:frontlinefire@gmail.com">frontlinefire@gmail.com</a>	Doug	Tampa
27	Summit Fire & Safety		Primary	21 - Fire Suppression	(813) 857-9502	<a href="mailto:dburnham@summitfiresecurity.com">dburnham@summitfiresecurity.com</a>	Dean Burnham	Tampa
28	DaBo Fire Inspection & Services			21 - Fire Suppression	727-430-1980	<a href="mailto:paul@dabofire.com">paul@dabofire.com</a>	Paul Varga	
29	St. Pete Plumbing, LLC			22 - Plumbing	727-800-7667	<a href="mailto:services@saintpeteplumbing.com">services@saintpeteplumbing.com</a>	Tina	Tampa
30	J&S Plumbing, Inc.			22 - Plumbing	(813) 841-6826	<a href="mailto:brittany@japlumbinginc.com">brittany@japlumbinginc.com</a>	Steve	Tampa
31	Revolution Plumbing & Remodeling, Inc		Primary	22 - Plumbing	(813) 781-5795	<a href="mailto:darrell@revolutionplumbing.com">darrell@revolutionplumbing.com</a>		Tampa
32	Llona Plumbing			22 - Plumbing	(813) 477-1870	<a href="mailto:serviceorders@llonaplumbing.com">serviceorders@llonaplumbing.com</a>		Tampa
33	Dynamic Heating & Cooling		Primary	23 - HVAC	(813) 928-3646	<a href="mailto:darwin@dynamicvac.us">darwin@dynamicvac.us</a>	Jessica Alexander	Tampa
34	Environmental Design Solutions			23 - HVAC	(813) 269-0832	<a href="mailto:estimating.eds@gmail.com">estimating.eds@gmail.com</a>	Estimating (big projects)	Tampa
35	Imperial HVAC			23 - HVAC	(727) 423-9501	<a href="mailto:rfrasso@yahoo.com">rfrasso@yahoo.com</a>	Ralph	Tampa
36	Kent Air Conditioning Services, Inc.			23 - HVAC	(813) 655-5368	<a href="mailto:rkent@kentair.com">rkent@kentair.com</a>	Ray Kent	Tampa
37	Alliance Power - Electrical			26 - Electrical	(813) 470-7200	<a href="mailto:roel.rios@apsi.com">roel.rios@apsi.com</a>	Rowel Rios	Tampa
38	JN Electric of Tampa Bay			26 - Electrical	813-948-1608	<a href="mailto:electricalbids@bcifl.net">electricalbids@bcifl.net</a>	Chris Sirois	Tampa
39	Estar Electric		Primary	26 - Electrical	(727) 209-3438	<a href="mailto:vinny@estarelectricinc.com">vinny@estarelectricinc.com</a>	Vinny	Tampa
40	MGM Electric, Inc.		Primary	26 - Electrical	(813) 960-4876	<a href="mailto:nmarchese@mgmelctrictampa.com">nmarchese@mgmelctrictampa.com</a>	Rob	Tampa

### Axcel Construction LLC Personnel

Mike Axe – President [mike@axcelconstruction.com](mailto:mike@axcelconstruction.com)

Andrew Clayson – Project Manager [aclayson@axcelconstruction.com](mailto:aclayson@axcelconstruction.com)

Mike McFadden – Assistant Project Manager [mmcfadden@axcelconstruction.com](mailto:mmcfadden@axcelconstruction.com)

Diana Axe – Administration [diana@axcelconstruction.com](mailto:diana@axcelconstruction.com)

Peter Lopez – Superintendent [plopez@axcelconstrucion.com](mailto:plopez@axcelconstrucion.com)

Vincent Mendoza – Superintendent [VMendoza@axcelconstruction.com](mailto:VMendoza@axcelconstruction.com)

Paula Navarro – Superintendent [pnavarro@axcelconstruction.com](mailto:pnavarro@axcelconstruction.com)

# Proposal



Item 9A.

<b>Date:</b>	2/13/2025	<b>Project Name:</b>	Madeira Beach Recreation Center - Interior Hurricane Repairs
<b>Company:</b>	City of Maderia Beach	<b>Project Address:</b>	200 Rex Place, Madeira Beach, FL 33708
<b>Prepared By:</b>	Andrew Clayson	<b>RSF Area:</b>	SF
<b>Project Number:</b>	25-131	<b>Quote ID:</b>	Madeira Beach Recreation Center - Interior Hurricane Repairs - 2

## Schedule of Values

Task	Notes	Quantity	Units	Sub Total
<b>Overhead &amp; Profit</b>				\$ 5,677.92
Overhead		1	LS	
<b>Division 1: General Requirements</b>				\$ 11,201.90
Supervision		4	Week/s	
Phone		4	Week/s	
Fuel		4	Week/s	
Cleaning		1	LS	
Dust protection		1	LS	
Insurance		1	LS	
<b>Division 2: Existing Conditions - Demolition</b>				\$ 392.00
Dumpster (10 Yard)		1	Each	
<b>Division 3: Concrete</b>				\$ 1,680.00
Concrete sealant in four rooms		1	LS	
<b>Division 8: Openings Windows and Doors</b>				\$ 896.00
Replace door frame	janitor's closet	1	LS	
<b>Division 9: Framing and Drywall</b>				\$ 17,584.00
5/8 inch drywall install and drywall float level 4		1	LS	
Insulation		1	LS	
<b>Division 9: Paint</b>				\$ 8,400.00
Paint interior walls		1	LS	
<b>Division 9: Flooring</b>				\$ 25,760.00
LVP Arcadia 20 Mil throughout with 4.25" reveal base		1	LS	
<b>Division 26: Electrical</b>				\$ 336.00
Replace outlet covers and reinstall outlets where applicable		1	LS	
<b>Total Project Cost</b>				\$ 71,927.82

## Options

Task	Notes	Quantity	Units	Cost
Flooring Inc Roll Impact Wood series		1	LS	\$ 74,400.00
Permit Allowance if required		1	LS	\$ 3,600.00
<b>Total Options Cost</b>				\$ 78,000.00

## Qualifications

Proposal is for budget purposes ONLY.

Proposal based upon all work being performed during regular business hours, Monday to Friday, 7am to 6pm.

Proposal based upon all work being performed after regular business hours. Regular business hours are defined as Monday to Friday, 8am to 5pm.

Proposal does not included builders risk insurance, it can be provided upon request at additional cost.

Proposal does not include permits from building department.

Proposal does not include performance or payment bonds.

Work on change request can not start without prior signature on said change.

Quote is good for 30 days.

Axexcel's warranty does not apply to any existing items with in the space.

### STATEMENT OF QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary.

- 1. Name of Contractor: David Sigler
  - 2. Name of Business (if different than #1): South Shore Contracting
  - 3. Form of Entity: \_\_\_\_\_
  - 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):  
1763 Kings Ave., Brandon, FL 33511 (954-270-3175, anthony P@anglers.com)
  - 5. Date Organized: 8/30/06
  - 6. Where Organized: Riverview, FL
  - 7. How many years have you been engaged in contractor work under your present name; also, state names and dates of previous business names, if any. 19
  - 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: NO
  - 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: NO
  - 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: \_\_\_\_\_
  - 11. List your key personnel available for this contract.: David Sigler
- The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

*[Signature]*  
 Authorized Signature  
2/13/25  
 Date Signed

#### NOTARY

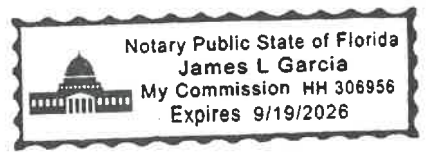
State of: Florida  
 County of: Hillsborough

Sworn to and subscribed before me this 13 day of Feb, 2025

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

Signature of Notary *[Signature]* (seal)

My Commission Expires 9/19/26



### REFERENCES

Please include the below information for all three (3) references as required.

**Information below to be included for all three references in the proposal.**

Contact Name Ryan Day

Business Name Renaissance Maintenance Inc.

Business Address 6825 Hobson Valley Dr., Woodridge, IL 60517

Contact Phone 630-352-3282

Contact Email ryan@renaissancemaintenance.com

Project Description (describe): Backflow replacement, parking lot, doors, windows, electrical, painting

### 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

REFERENCES

Please include the below information for all three (3) references as required.

Information below to be included for all three references in the proposal.

Contact Name Danielle Waymire

Business Name Daily Blends

Business Address 1991 St. Rd. 60, Valrico, FL 33594

Contact Phone 228-369-6649

Contact Email Dailyblendsfl@gmail.com

Project Description (describe): Commercial build-out of smoothie shop

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

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

REFERENCES

Please include the below information for all three (3) references as required.

Information below to be included for all three references in the proposal.

Contact Name Lea Orchard

Business Name Great Clips - Fishhawk

Business Address 5631 Circa Fishhawk Blvd., Lithia, FL 33547

Contact Phone 813-502-5980

Contact Email lea\_orchard@greatclips.net

Project Description (describe): Commercial build-out of Great Clips

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

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.

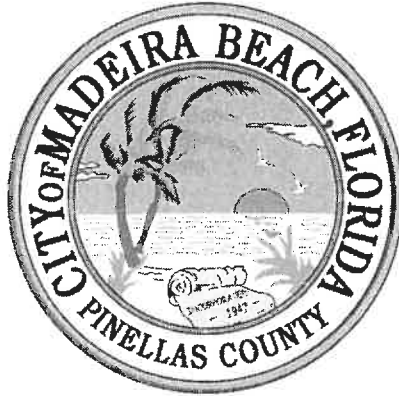
Owner's and Consultant's Protective Liability.

- 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

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals South Shore Contracting

Name of Person Submitting Proposals Anthony Penn

**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."

**BIDDER'S REPRESENTATIONS**

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.



- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature 

Date 2/6/25

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.

[Handwritten Signature]  
Authorized Signature

Date Signed 2/13/25

State of: Florida

County of: Hillsborough

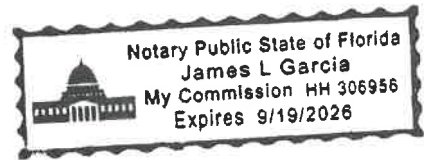
Sworn to and subscribed before me this 13 day of Feb, 2025

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

(Specify Type of Identification)

[Handwritten Signature] Signature of Notary

My Commission Expires 9/19/26



“CONTRACTOR” PROFILE

South Shore Contracting  
Submitted by (Company Name)

Circle one of the following:

Corporation

Partnership

Individual

Joint Venture

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

Florida Contractor License Number: CGC 1515695

Expiration Date: \_\_\_\_\_ Unique Entity ID: \_\_\_\_\_ FEIN: 43-2110468

Office Location: 1763 SKings Ave., Brandon, FL 33511

Number of people in your organization: 12

Length of time the Contractor has been doing business under this name in Florida: 19 years.

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

Under what other name(s) has your firm operated: Anglers Residential Construction

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.

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

### 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.

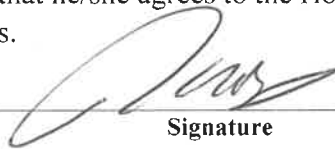
The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

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 Sigler  
Contractor/ "CONTRACTOR"- Printed Name

  
Signature

Madiera Beach Recreation Center  
Project Name  
Interior hurricane repairs

2/6/25  
Date

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

## 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 Sigler owner  
(Print individual's name and title)  
for South Shore Contracting  
(Print name of entity submitting sworn statement)  
whose business address is 1763 S. Kings Ave, Brandon, FL 33511 and (if applicable) its  
Federal Employer Identification Number (FEIN) is 43-2110468.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).  
 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

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

[Signature]  
Authorized Signature  
2/13/25  
Date Signed

State of: Florida

County of: Hillsborough

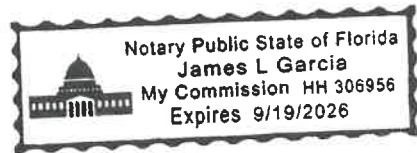
Sworn to and subscribed before me this 13 day of Feb, 2025

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

(Specify Type of Identification)

[Signature]  
Signature of Notary

My Commission Expires 9/19/26



(seal)

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

# 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.

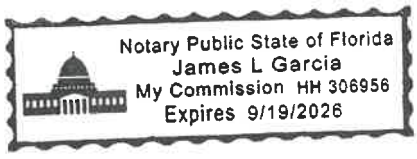
The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of 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: South Shore Contracting  
Print Name: David Sigler Title: owner  
Signature: [Signature] Date: \_\_\_\_\_  
State of: Florida  
County of: Hillsborough  
Sworn to and subscribed before me this 13 day of Feb, 2025

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

[Signature]  
Signature of Notary  
My Commission Expires 9/19/26



(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.



1763 S Kings Ave  
 Brandon FL 33511  
 (813) 964-3026,  
 Admin@southshore.contractors

<b>ESTIMATE #</b>	19395
<b>DATE</b>	02/13/2025

<b>CUSTOMER</b>	<b>SERVICE LOCATION</b>
Jay Hatch 300 Municipal Dr Madeira Beach, Florida, 33708-1916 (727) 392-0665 jhatch@madeirabeachfl.gov	300 Municipal Dr Madeira Beach, Florida, 33708-1916

<b>Reported issues or requested work</b>	Madeira Beach RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs
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<b>Estimate</b>	
<b>Description</b>	<b>Total</b>
<b>3113 CL General Construction / Drywall</b> Drywall Repairs  Provide all Labor and Materials to replace the removed drywall in the Assembly Room, Office 102, Director's Office, Deputy's Office, Game Room, Homework Room, Storage Room, Data Room, Janitors Room, Unisex Bathroom - Replace with new drywall 2' height - Texture to match existing finish	\$17,726.80
<b>3112 CL General Construction / Painting</b> General Construction / Painting  Provide all Labor and Materials to Repaint 6,696sf of 9' walls and 4,756sf of 13' walls  New GWB Walls at flood replacement - Prep area for painting - Apply 1 coat of SW 200 Primer  Existing GWB Walls - Apply 1 coat of SW 200 Eggshell - Colors to match existing	\$10,270.00
* Excludes, Floors, Doors, Frames, Base, Window Frames, Restrooms, ACT Ceilings and Exterior	



**3112 CL General Construction / Painting**  
General Construction / Painting - Alternative

\$ **Item 9A.**

- Painted Frames 20 each
- Sand
  - Prime
  - Caulk
  - Apply 2 coats SW WB Urethane Semi Gloss Enamel

**3114 CL General Construction / Renovations**  
Flooring

\$18,436.39

- Provide all Labor and Materials to Replace 2,963 sf of Commercial Vinyl Shaw Terrain II 20 Mil Flooring
- Prep floor to receive new flooring 2,963sf
  - Apply Pressure sensitive adhesive
  - Install 2,963sf of Shaw Terrain II 20 Mil 0453V-00564 SHADE Flooring
  - Install Schluter Brushed Stainless Steel Transitions
  - Install 720LF of Cove Base Black 4"

<b>PICTURES</b>
<b>CUSTOMER MESSAGE</b>

**Estimate Total: \$48,253.19**

The above estimate is for completing the job as described above. It is based on our current evaluation of the job and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after work has begun. A 50% Down Payment will be required at job acceptance. South Shore Contracting will outline and document any additional work along with any added associated costs, should additional work be required.

**Payment Schedule:**

A 50% Down Payment Invoice will be generated once the Estimate is approved and signed by all parties. Any and all Work, Purchase Orders, Estimate Revisions, etc., will be delayed until the down payment is received and deposited. The down payment will cover material cost for the initial, approved Estimate, Mobilization and any fees and/or permitting requirements. Progress Payments will be generated by percentage of Phase completion and delivered to the Client, via email, on the 10th day of every month. This Progress billing will be for work performed, including Change Orders, the previous month and will be due upon receipt. The last 10% of the Contract Sum will be held as Project Retention, and billed at the completion of the project and will also be due upon receipt.

**Estimating Change Requests:**

Changes in scope and updates in the final layout and design are all part of this industry and while we are continuously striving to please our clients in any way possible, multiple update requests and changes can also be extremely time consuming for our designers and estimators. For this reason, we will happily meet with clients for the initial examination and discussion resulting in the initial estimate, and be available for (2) two more update requests that could result in Change Orders and/or modification of the original, approved Estimate. However, requests submitted after the (3) three that are included in the Contract Sum could result in a Change Order for the requested update and include the hourly rate and time spent for our Design and Estimating team to complete the requested update.

**Change Order Process:**

A Change Order is a written order to the Contractor signed by the Client, Architect (if appropriate) and the Contractor issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed ONLY by a Change Order. A Change Order signed by the Contractor indicates their agreement therewith, including the adjustment in the Contract Sum or the Contract Time. A Proposed Change Order (PCO) is a written request submitted to the Client by either the Architect or Contractor requesting a change to the contract price and/or schedule. Payment for changes in the Work will only be made after a Change Order is signed and executed by the Client, Contractor and Architect (if appropriate). A 50% Down Payment, due upon receipt, may be required by Contractor depending on purchases and/or materials required to complete the requested change in scope. The Force Majeure Clause is also valid, and if effect, for Change Order requests relating to material purchasing and the ability of the Contractor and/or Client to purchase and physically receive material required for the change in Work.

**Force Majeure Clause:**

In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitations, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being understood that the Parties shall use reasonable efforts which are consistent with

accepted industry practices to resume performance as soon as practicable under the circumstances.

Item 9A.

**Client Approval Signature**  
**Contracting Signature**

**South Shore**

Signed by:





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

## Detail by Entity Name

Florida Profit Corporation  
ANGLERS RESIDENTIAL CONSTRUCTION, INC.

### Filing Information

**Document Number** P06000113851  
**FEI/EIN Number** 43-2110468  
**Date Filed** 08/30/2006  
**State** FL  
**Status** ACTIVE

### Principal Address

1763 South Kings Avenue  
Brandon, FL 33511

Changed: 04/02/2019

### Mailing Address

1763 South Kings Avenue  
Brandon, FL 33511

Changed: 04/02/2019

### Registered Agent Name & Address

SIGLER, DAVID M  
11705 BOYETTE RD.,  
SUITE 402  
RIVERVIEW, FL 33569

Address Changed: 08/27/2007

### Officer/Director Detail

#### **Name & Address**

Title President

SIGLER, DAVID M  
1763 South Kings Avenue  
Brandon, FL 33511

### Annual Reports

**Report Year**      **Filed Date**

2022 01/31/2022  
2023 01/26/2023  
2024 04/01/2024

**Document Images**

<a href="#">04/01/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/06/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/17/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/03/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/07/2007 -- Officer Resignation</a>	<a href="#">View image in PDF format</a>
<a href="#">09/27/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/31/2006 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

2024 - 2025 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2025

ACCOUNT NO.
53461
RENEWAL

Receipt Fee 30.00  
 Hazardous Waste Surcharge 0.00  
 Law Library Fee 0.00

# 2024 - 2025

BUSINESS SOUTH SHORE CONTRACTING  
 1763 SOUTH KINGS AVENUE  
 BRANDON, FL 33511

SOUTH SHORE CONTRACTING  
 1763 SOUTH KINGS AVENUE  
 BRANDON, FL 33511

Paid 23-0-533760  
 07/05/2024 30.00

## BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR  
 813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2024 - 2025 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2025

ACCOUNT NO.
237580
RENEWAL

Receipt Fee 18.00  
 Hazardous Waste Surcharge 40.00  
 Law Library Fee 0.00  
 CGC1515695

OCC. CODE 090.010000 GENERAL CONTRACTOR  
 1 Employees

BUSINESS DAVID M SIGLER/ANGLERS RESIDENTIAL  
 CONSTRUCTION, INC.  
 SOUTH SHORE CONTRACTING  
 1763 S KINGS AVE

DAVID MATTHEW SIGLER  
 1763 S KINGS AVE  
 BRANDON, FL 33511

# 2024 - 2025

Paid 23-0-543115  
 07/10/2024 58.00

## BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR  
 813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

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 Sigler / owner  
[print individual's name and title]

for South Shore Contracting  
[print name of entity submitting sworn statement]

whose business address is: 1763 S. Kings Ave, Brandon, FL 33511

and Federal Employer Identification Number (FEIN) is 43-2110468, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 262-67-8568

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



**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 Sigler  
[print individual's name and title]

for South Shore Contracting [print name of entity submitting sworn statement]

whose business address is: 1763 S. Kings Ave., Brandon, FL 33511 and (if applicable) its Federal Employer Identification Number (FEIN) is 43-2110468 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 262-67-6566)

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

shall be executed by an authorized agent of the entity or the individual.

[Signature]  
Authorized Signature

Date Signed 2/13/25

State of: Florida

County of: Hillsborough

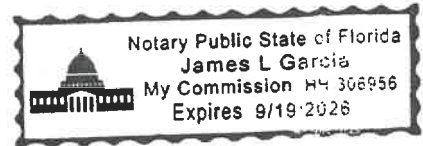
Sworn to and subscribed before me this 13 day of Feb, 2025

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

(Specify Type of Identification)

[Signature] Signature of Notary

My Commission Expires 9/19/26



# PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Qualis General Contractors, LLC.

Name of Person Submitting Proposals Brycen Herman

### 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."

### 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 - Pre Bid Q&amp;A's</u>	<u>posted 1/30/25</u>
	<u>2 - Additional Questions</u>	<u>posted 2/4/25</u>
<u>(part of 2)</u>	<u>3 - Ex. 1 Additional Questions</u>	<u>posted 2/4/25</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.

Signature \_\_\_\_\_

Date 02/10/2025



8527 Trail Wind Dr. Tampa, FL 33647  
 CGC1527818  
 (863) 514-7760  
 www.qualisfl.com

Date: 2/13/25  
 Project: Madeira Beach Recreation Center

**Item** **Total**

**Division 1 General Conditions**

Dump fees	\$ 500.00
Floor protection	\$ 300.00
Temporary labor/ daily cleaning	\$ 400.00
Final clean	\$ 1,800.00
Mobilization and demobilization	\$ 400.00
Permits	By Owner
Superintendent	\$ 8,034.00
Project Manager	\$ 2,689.00
Fuel	\$ 120.00
Portalets	Excluded
Material delivery fees	\$ 200.00
<b>Total General Conditions</b>	<b>\$ 14,443.00</b>

**Division 7 Thermal and Moisture Protection**

Wall insulation	Incl. in drywall
-----------------	------------------

**Total Thermal and Moisture Protection**

**Division 8 Openings**

Replace 1 door frame, re install door	\$ 700.00
<b>Total Openings</b>	<b>\$ 700.00</b>

Contractor Initials ( )

Owner Initials ( )



8527 Trail Wind Dr. Tampa, FL 33647  
 CGC1527818  
 (863) 514-7760  
 www.qualisfl.com

<b>Division 9 Finishes</b>		
Drywall	\$	12,900.00
Paint	\$	12,000.00
Sealed concrete	\$	1,100.00
Flooring - high traffic vinyl plank	\$	19,536.00
Base	\$	3,402.00
<b>Total Finishes</b>	\$	<b>48,938.00</b>
<b>Division 22 Plumbing</b>		
Remove and reinstall mop sink	\$	500.00
<b>Total Plumbing</b>	\$	<b>500.00</b>
<b>Division 26 Electrical</b>		
Miscellaneous outlets/switches/cover plates	\$	625.00
<b>Total Electrical</b>		
<b>Work Items Total</b>	\$	<b>65,206.00</b>
Contingency	\$	1,609.00
Fee	\$	9,163.00
<b>Grand Total</b>	\$	<b>75,978.00</b>

Contractor Initials ( )

Owner Initials ( )



## QUALIFICATIONS & ASSUMPTIONS

**Date:** 2/13/25  
**Project:** Madeira Beach Recreation Center

### **DIVISION 1 – GENERAL CONDITIONS**

A. This proposal excludes permit fees.

### **DIVISION 2 – SITEWORK/EARTHWORK/UTILITIES**

### **DIVISION 6 – WOODS, PLASTICS, AND COMPOSITES**

### **DIVISION 7 -THERMAL & MOISTURE PROTECTION**

### **DIVISION 9 – FINISHES**

A. This proposal includes high traffic wood plank vinyl flooring as Arcadia Pro Size 7"x48" plank thickness 2.5MM 20 mil manufactured by Trinity Tile. The specified plank flooring is discontinued. As an alternate, Impact Roll wood series can be provided for a cost of \$61,968.00. This is based on the current sale price. Price could increase by \$2/square foot if not ordered within 45 days.

### **DIVISION 10 – SPECIALTIES**

### **DIVISION 22 – FIRE PROTECTION**

### **DIVISION 23 – MECHANICAL**

### **DIVISION 26 – ELECTRICAL**

### **DIVISION 32 – EXTERIOR IMPROVEMENTS**

### "CONTRACTOR" PROFILE

Qualis General Contractors, LLC.  
Submitted by (Company Name)

Circle one of the following:

Corporation

Partnership

Individual

Joint Venture

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

Florida Contractor License Number: CGC1527818

Expiration Date: 08/31/26 Unique Entity ID: \_\_\_\_\_ FEIN: 83-3712329

Office Location: 17803 Green Willow Dr. Tampa, FL 33647

Number of people in your organization: 7

Length of time the Contractor has been doing business under this name in Florida: 8 years.

Length of time your firm has provided services to governmental clients: 5 years.

Under what other name(s) has your firm operated: none

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.

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



### 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.

Qualis General Contractors, LLC.  
Contractor/ "CONTRACTOR"- Printed Name

  
\_\_\_\_\_  
Signature

RFP #25-03 Madeira Beach  
Recreation Center Interior Hurricane Repairs  
Project Name

02/10/25  
Date

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

## REFERENCES

Please include the below information for all three (3) references as required.

**Information below to be included for all three references in the proposal.**

Contact Name Joe Keuhmeier

Business Name CRG Architects

Business Address 216A St. Johns Ave. Palatka, FL 32177

Contact Phone (386) 325-0213

Contact Email crgarchitects@comcast.net

Project Description (describe): Renovation of 1,984 square foot fire station, built  
2,500 square foot addition for fire trucks.

## 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

## REFERENCES

Please include the below information for all three (3) references as required.

**Information below to be included for all three references in the proposal.**

Contact Name Jordan Reid / Judith Villegas

Business Name Tampa Hillsborough Expressway Authority

Business Address 1104 E Twiggs Ave. Tampa, FL 33602

Contact Phone (813) 210-2246 (813) 272-6740 ext. 146

Contact Email jordan.reid@kci.com / judith.villegas@tampa-xway.com

Project Description (describe): Interior renovation of level 1, 2, and 3 offices.

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

## 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

## REFERENCES

Please include the below information for all three (3) references as required.

**Information below to be included for all three references in the proposal.**

Contact Name Laurie Ferguson / Bruce Wirth

Business Name City of Dunedin

Business Address 737 Loudon Ave. Dunedin, FL 34698

Contact Phone (727)641-8294 / (727)298-3208

Contact Email lferguson@DunedinFL.net / bwirth@DunedinFL.net

Project Description (describe): Construction of 1,200 square foot community sailing center building.

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

## 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

## 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 Brycen Herman - President  
(Print individual's name and title)  
for Qualis General Contractors, LLC.  
(Print name of entity submitting sworn statement)  
whose business address is 17803 Green Willow Dr. Tampa, FL 33647 and (if applicable) its  
Federal Employer Identification Number (FEIN) is 83-3712329.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).  
 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

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

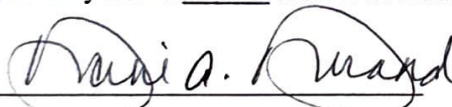
  
\_\_\_\_\_  
Authorized Signature  
02/10/25  
\_\_\_\_\_  
Date Signed

State of: Florida

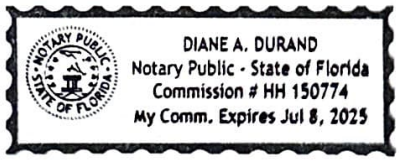
County of: Pasco

Sworn to and subscribed before me this 10<sup>th</sup> day of February, 2025

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

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

My Commission Expires July 8, 2025  
(seal)



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

# 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.

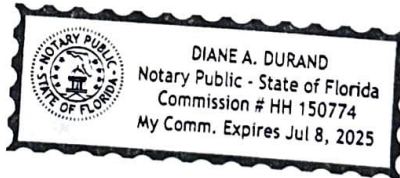
The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of 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: Qualis General Contractors, LLC.  
Print Name: Brycen Herman Title: President  
Signature: [Signature] Date: 02/10/25  
State of: Florida  
County of: Pasco  
Sworn to and subscribed before me this 10<sup>th</sup> day of February, 2025

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

[Signature]  
Signature of Notary  
My Commission Expires July 8, 2025



(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.

**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 Brycen Herman - President  
[print individual's name and title]

for Qualis General Contractors, LLC.  
[print name of entity submitting sworn statement]

whose business address is: 17803 Green Willow Dr. Tampa, FL 33647

and Federal Employer Identification Number (FEIN) is 83-3712329, 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.

[Signature]  
Authorized Signature  
Date Signed 02/10/25

State of: Florida

County of: Pasco

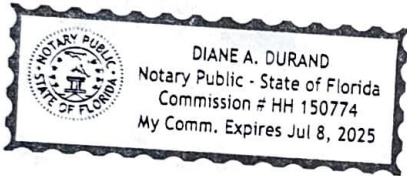
Sworn to and subscribed before me this 10<sup>th</sup> day of February, 2025

Personally Known \_\_\_\_\_ or Produced Identification Florida Driver License

(Specify Type of Identification)

[Signature] Signature of Notary

My Commission Expires July 8, 2025



## 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 Brycen Herman - President  
[print individual's name and title]

for Qualis General Contractors, LLC. [print name of entity submitting sworn statement]

whose business address is: 17803 Green Willow Dr. Tampa, FL 33647 and (if applicable) its Federal Employer Identification Number (FEIN) is 83-3712329 (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 02/10/25  
 Date Signed \_\_\_\_\_

State of: Florida

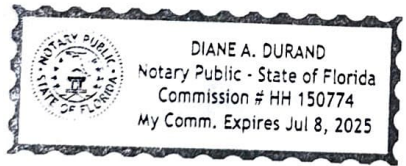
County of: Pasco

Sworn to and subscribed before me this 10<sup>th</sup> day of February, 2025

Personally Known \_\_\_\_\_ or Produced Identification Florida Driver License

(Specify Type of Identification)  
Diane Durand Signature of Notary

My Commission Expires July 8, 2025



### STATEMENT OF QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary.

- 1. Name of Contractor: Qualis General Contractors, LLC.
  - 2. Name of Business (if different than #1): -
  - 3. Form of Entity: S Corp.
  - 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):  
17803 Green Willow Dr. Tampa, FL 33647 (863) 514-7760 bherman@qualisfl.com
  - 5. Date Organized: 12/18/2018
  - 6. Where Organized: Florida
  - 7. How many years have you been engaged in contractor work under your present name; also, state names and dates of previous business names, if any. 8 years
  - 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: No
  - 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: No
  - 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: See attached
  - 11. List your key personnel available for this contract.: See attached
- The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

[Signature]  
 Authorized Signature  
02/10/25  
 Date Signed

#### NOTARY

State of: Florida

County of: Pasce

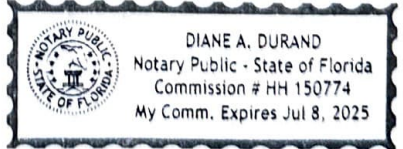
Sworn to and subscribed before me this 10<sup>th</sup> day of February, 2025

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

Signature of Notary [Signature]

(seal)

My Commission Expires July 8, 2025





17803 Green Willow Dr. Tampa, FL 33647  
 CGC1527818  
 www.qualisfl.com

Important Contracts Entered Into in 2024					
Project Name	Project Address	Project Description	Client Name	Project Value	
Train Shed Building	323 Central Park Dr. Largo, FL 33771	Construct 3,865 square foot storage building	City of Largo	\$1,082,605.75	
SW Aquatic Center Bathhouse	13120 Vonn Rd. Largo, FL 33771	Renovate existing locker rooms and aquatic center	City of Largo	\$510,375.00	
Safford Park Pickleball Courts	1820 Safford Ave. Tarpon Springs, FL 34689	Construct 4 new pickleball courts	City of Tarpon Springs	\$359,781.00	
THEA Office Renovation	1104 E. Twiggs Ave. Tampa, FL 33602	Office Renovation	Tampa - Hillsborough Expressway Authority	\$227,827.00	
NPR RAC Locker Rooms Renovation	6630 Van Buren St. New Port Richey, FL 34653	Locker Rooms Renovation	City of New Port Richey	\$394,781.00	



17803 Green Willow Dr. Tampa, FL 33647  
CGC1527818  
www.qualisfl.com

Key Personnel	
<u>Employee Name</u>	<u>Title</u>
Brycen Herman	President/Project Manager
Jason Navantieri	Superintendent
Tony Adolph	Project Manager
Glenn Ayars	Superintendent
Mike Nucholls	Foreman/Carpenter



17803 Green Willow Dr. Tampa, FL 33647  
CGC1527818  
www.qualisfl.com

<b>List of Subcontractors Being Used For This Project</b>	
<u>Company Name</u>	<u>Address</u>
Bartlett Painting	3510 Cherry Palm Dr. Tampa, FL 33619
MB Drywall Solutions	5023 N. Howard Ave. Tampa, FL 33603
Acemar Flooring	2310 Tall Pines Dr. Suite 200 Largo, FL 33771

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



**HERMAN, BRYCEN EVERETT**  
QUALIS GENERAL CONTRACTORS LLC  
1019 59TH AVE NORTH  
ST. PETERSBURG FL 33703-1125

**LICENSE NUMBER: CGC1527818**

**EXPIRATION DATE: AUGUST 31, 2026**

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



ISSUED: 08/31/2024

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.



**2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L18000288180

Entity Name: QUALIS GENERAL CONTRACTORS LLC

**Current Principal Place of Business:**

17803 GREEN WILLOW DR.  
TAMPA, FL 33647

**FILED**  
**Jan 24, 2025**  
**Secretary of State**  
**5095469337CC**

**Current Mailing Address:**

17803 GREEN WILLOW DR.  
TAMPA, FL 33647 US

FEI Number: 83-3712329

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**

HERMAN, BRYCEN  
17803 GREEN WILLOW DR.  
TAMPA, FL 33647 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGR  
Name HERMAN, BRYCEN E  
Address 17803 GREEN WILLOW DR.  
City-State-Zip: TAMPA FL 33647

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE: BRYCEN HERMAN**

**MANAGER**

**01/24/2025**

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

**L18000288180  
FILED 8:00 AM  
December 17, 2018  
Sec. Of State  
s/singleton**

**Article I**

The name of the Limited Liability Company is:

QUALIS GENERAL CONTRACTORS LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

1019 59TH AVENUE NORTH  
SAINT PETERSBURG, FL. 33703

The mailing address of the Limited Liability Company is:

1019 59TH AVENUE NORTH  
SAINT PETERSBURG, FL. 33703

**Article III**

The name and Florida street address of the registered agent is:

BRYCEN HERMAN  
1019 59TH AVENUE NORTH  
SAINT PETERSBURG, FL. 33703

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: BRYCEN HERMAN

**Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
BRYCEN E HERMAN  
1019 59TH AVENUE NORTH  
SAINT PETERSBURG, FL. 33703

L18000288180  
FILED 8:00 AM  
December 17, 2018  
Sec. Of State  
slsingleton

**Article V**

The effective date for this Limited Liability Company shall be:

12/17/2018

Signature of member or an authorized representative

Electronic Signature: BRYCEN HERMAN

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/22/2025

**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).**

<b>PRODUCER</b> Risk Transfer Insurance Agency, LLC 200 S. Orange Ste. 750 Orlando, FL 32801	<b>CONTACT NAME:</b> Admin - 1 (800) 718-7552 Ext.4550 <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b> certs@peopaygo.com														
<b>INSURED</b> OCMI III, Inc dba PEOPayGo 225 E Dania Beach Blvd, Suite 120 Dania Beach, FL 33004 United States	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b>Service American Indemnity Company</td> <td>39152</td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Service American Indemnity Company	39152	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

**COVERAGES** **CERTIFICATE NUMBER:**2F7DRV7V **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	RT25MWC7470174004	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The Officer(s) for OCMI III, Inc. is/are not included under the Workers' Compensation policy listed above as marked "Y".

Coverage provided for all leased employees but not subcontractors of: Qualis General Contractors, LLC (added 4/14/2022)(termed 9/18/2022)(reinstated 11/01/2022)

<b>CERTIFICATE HOLDER</b>  QUALIS GENERAL CONTRACTORS LLC 1019 59TH AVENUE NORTH SAINT PETERSBURG, FL 33703	<b>CANCELLATION</b>  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 
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## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners  
VIA: Robin Gomez, City Manager  
FROM: Jay Hatch, Recreation Director  
DATE: February 12, 2025  
**RE: Facility Use Agreement – Burton Meiring, LLC**

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### **Background**

The City of Madeira Beach currently advertises many of its facilities to be rented for special events, weddings, and other uses. City Staff has worked with various individuals and organizations to rent the facilities since the Recreation Center opened in 2014. During that time, Amber Jack from Burton Meiring, LLC dba as Simple Weddings has utilized the facility on numerous occasions. Over time, Amber has expressed interest in utilizing the facility on a more regular basis. Staff have met with Simple Weddings and put together the attached Facility Use Agreement in an effort to allow for more efficient rental of the facilities. Additionally, the Facility Use Agreement should increase the number of rentals of the facilities throughout the year.

### **Fiscal Impact**

Burton Meiring, LLC dba as Simple Weddings would be receive a 25% discount of the rental rates as listed in the Fees and Collection Manual. Staff anticipate an increase in facility rentals due to the agreement and business generation created by the use of Simple Weddings.

### **Recommendation**

Staff Recommends moving forward with the Facility Use Agreement as written.

### **Attachments**

Proposed Facility Use Agreement

## FACILITY USE AGREEMENT

This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 2025, is between the City of Madeira Beach, a Florida municipal corporation, located at 300 Municipal Drive, Madeira Beach, Florida 33708, hereinafter referred to as “City” and Burton Meiring, LLC, a Foreign Limited Liability Company located at 145 108th Ave, Suite 1, Treasure Island, FL 33706, hereinafter referred to as “Simple Weddings”.

### 1. **PERMITTED USES AND LIMITATIONS**

City agrees to permit, nonexclusively, the described use of the Recreation Center located at 200 Rex Place, Madeira Beach FL 33708, City Centre located at 300 Municipal Drive, Madeira Beach, Florida 33708, and real property known as the Recreation Complex located at 200 Rex Place, Madeira Beach FL 33708, hereinafter referred to as “Facility or Facilities” under the following terms and conditions:

- A) Simple Weddings has the non-exclusive right to rent the Facilities based on availability as communicated by and between the City and Simple Weddings.
- B) Simple Weddings is solely responsible for assuring that the Facility is not used for any unlawful purpose or unsafe activity during its use by Simple Weddings and shall comply with all City policies, rules and regulations and any applicable federal, state, or municipal law, including any applicable fire life safety or building codes. Simple Weddings shall adhere to all minimum lighting requirements set by the Fire Marshall at all times during activities or events.
- C) City, for its own protection, reserves the right to enforce all applicable laws, policies, rules, and regulations. City retains the right to enter any and all premises at any time, and on any occasion without restriction whatsoever. City retains the right to direct the interruption of any event/activity in the interest of public safety and to terminate such event/activity when, in the sole judgment of the City administration or their employees or designees, such act is in the interest of public safety. Simple Weddings hereby waives any claims for damages or compensation should any event be so interrupted or terminated.
- D) Simple Weddings may use the Facilities for weddings, parties, meetings, and other City approved events.

### 2. **SCHEDULE OF USE PERIODS**

The parties acknowledge that there are other users of the Facilities whose time and needs City must attempt to coordinate and prioritize. City does not guarantee availability of the Facilities. The City shall have the right, and will endeavor to provide reasonable written notice to Simple Weddings, to pre-empt use of the Facilities for any reason determined by City. City shall not, in any event, be liable for any loss or damage caused by the unavailability of the Facilities due to City events and unforeseen or other reasonably uncontrollable events which cause failure of the Facilities to operate or function during the period of this Agreement.

3. **TERM**

A) The initial term of this Agreement shall be two (2) years, commencing on April 1, 2025 and terminating on April 1, 2027.

B)

4. **ADVERTISING AND PUBLICITY**

When utilizing the City Facilities or premises, Simple Weddings shall ensure that, except to identify the location of the event, the City’s seal or name is NOT used in any advertising and/or publicity.

5. **INDEMNIFICATION AND WAIVER**

Simple Weddings assumes all responsibility, risk and liability for all activities of Simple Weddings, its employees, agents, invitees, contractors, subcontractors, or licensees, directly or indirectly conducted in connection with this Agreement, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this Agreement. Simple Weddings agrees to the fullest extent permitted by applicable law indemnify and save harmless the City, its Mayor, Commissioners, Charter Officials, officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury, emotional distress, or death to any person, or damage to any property, which may have arisen or be alleged to have arisen in connection with negligence of the Simple Weddings. Simple Weddings shall accept any such cause or action or proceeding within 15 days of tender by the City. This indemnification shall survive the termination of this Agreement.

Simple Weddings expressly waives any and all claims of whatever nature, for any and all loss or damage sustained from any cause whatever, prior, during, or subsequent to the rental period, by reason of any defect, deficiency, failure, or impairment of the premises, including, but not limited to the water supply system, heating system, wires leading to or inside the premises, gas, electric, or telephone systems, automatic sprinkler systems or from any other source whatsoever. City is not liable or responsible for any financial loss incurred by the Simple Weddings due to unforeseen, extenuating or reasonably uncontrollable events, which cause failure of any or all of the facilities to operate or function during the period of this Agreement.

6. **INSURANCE**

Without limiting its indemnification, and at least two weeks prior to the intended use, Simple Weddings will furnish City with a Certificate of Insurance evidencing insurance coverage as indicated below:

A) Policy of commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence. The commercial general liability insurance must include coverage for liability assumed under an insured contract



(including defense costs assumed under contract) and shall name City as an additional insured. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City.

B) Workers Compensation insurance meeting the required statutory limits.

C) Property Insurance: City assumes no responsibility for the loss or damage of Simple Weddings' property placed on or in the Facilities, and Simple Weddings hereby expressly releases and discharges City from any and all liability for loss to such property. City recommends that Simple Weddings maintain property insurance sufficient to cover any items brought to the Facilities. City shall have the sole right to collect and have custody of all articles left in the Facilities fifteen (15) days after the intended use of the Facilities.

Simple Weddings shall purchase at its own expense, and maintain in force at all times during the term of this Agreement, the insurance required in this section. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits, is grounds for termination of this Agreement. All insurance limits are minimums. If the Simple Weddings' policies contain higher limits, then City shall be entitled to coverage to the extent of such higher limits.

7. **EQUIPMENT**

Generally, Simple Weddings must provide all equipment needed by Simple Weddings. Storage space will not be provided. Simple Weddings shall also have the right to use City equipment located within the Facilities with the understanding that it will also maintain the City's equipment. Simple Weddings shall keep any equipment owned and used by Simple Weddings at the Facility in good working condition at all times. Simple Weddings shall be responsible for repairing or replacing any equipment or other property owned by City and used by Simple Weddings that is lost, damaged or otherwise rendered unfit for use for reasons other than reasonable wear and tear. Any and all damages that result from Simple Weddings failure to maintain its equipment, or the City's equipment, in proper working order are the responsibility of the Simple Weddings. City reserves the right to make or contract repair of such damages, as it deems appropriate, and to invoice Simple Weddings for the actual costs of parts, materials and labor, and any potential loss of use of the Facility.

8. **CLEANING, VANDALISM and OTHER DAMAGES**

During the periods of Facility use by Simple Weddings, Simple Weddings shall be responsible for the control of its members, agents, employees, participants, spectators, and others admitted to the premises by Simple Weddings. Simple Weddings shall be responsible for repair of all vandalism and/or damages and for the expense of cleanup at the conclusion of each use. Simple Weddings shall not

drive, nor permit to be driven, any nails, hooks, tacks, or screws in any part of the building, nor shall Simple Weddings make, or allow to be made, any building alteration of any kind. Simple Weddings must perform general cleanup at the conclusion of each use. General cleanup includes the cleaning necessary to return the Facility to a clean, safe, orderly, and sanitary condition.

9. **ADDITIONAL SERVICES**

SIMPLE WEDDINGS shall reimburse City for any and all services not included in this Agreement but requested by Simple Weddings or required to fulfill Simple Weddings’ responsibilities under the terms of this Agreement including, but not limited to, cleanup not accomplished by Simple Weddings. Charges for any such items will be invoiced to the address of the Simple Weddings as shown below and are due in full upon receipt of the invoice.

10. **FEES**

Simple Weddings agrees to pay to City , 75% of the fees as itemized in the City of Madeira Beach Fees & Collections Manual, specific to the rental rate and clean up fees related to facility rentals. Said sums shall be paid at least 7 days prior to the date of the reservation of reserved facilities.

11. **ASSIGNMENT**

No benefit under this Agreement may be assigned nor may any duty under this Agreement be delegated without the written consent of the other party.

12. **AMENDMENTS**

This Agreement may not be added to, modified or changed in any way except by written agreement signed by both parties.

13. **NO WAIVER**

The failure of the City to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach thereof shall not constitute a waiver by City of any such provision, breach or subsequent breach of the same or any other provision.

14. **INTERPRETATION**

This Agreement constitutes the entire agreement between the parties, superseding all previous representations, discussions, and agreements between the parties. This Agreement shall be binding upon and shall inure to the benefit of the successors and, subject to the provisions relating to assignment, the assigns of each of the parties. This Agreement shall be interpreted under the law of Florida, choice of law excepted. Suit or claims arising out of the use or this Agreement shall be brought in the Circuit Court of the Sixth Judicial District, Pinellas County, Florida.

15. **NOTICES**

## FACILITY USE AGREEMENT

Item 9B.

Any notices concerning this Agreement and all notices required by this Agreement shall be given in writing and shall be personally delivered or mailed to the addresses designated by the parties below. [List the names and addresses here.]

FACILITY USE AGREEMENT

Item 9B.

NEED TO ADD SIGNATURE BLOCK FOR BURTON MEIRING, LLC HERE

BURTON MEIRING, LLC, a Foreign  
Limited Liability Corporation

CITY OF MADEIRA BEACH, a Florida  
municipal corporation

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

\_\_\_\_\_  
Anne Marie Brooks, Mayor

WITNESSES:  
\_\_\_\_\_

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

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

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Trask, City Attorney

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Anne Marie Brooks, Mayor of the City of Madeira Beach, who \_\_\_ is personally known to me or \_\_\_ has produced a \_\_\_\_\_ driver's license or \_\_\_\_\_ as identification.



## MEMORANDUM

**TO:** Honorable Mayor and Board of Commissioners  
**VIA:** Robin Gomez, City Manager  
**FROM:** Jay Hatch, Recreation Director  
**DATE:** February 14, 2025  
**RE:** **Proposed Recreation Rental Rate Fee Adjustments**

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### **Background**

Staff have recently reviewed the rental pricing for the Recreation and City Hall Facilities which are available for rental and special event use throughout the year. During the review, staff concluded that there were adjustments which could or needed to be made to simplify the rental process as well as ensure the rental rates were aligned competitively.

### **Fiscal Impact**

Adjusted pricing should result in more utilization of the facilities for rentals and special events.

### **Recommendation**

Staff recommends approval and execution of the proposed changes through the Ordinance process.

### **Attachments**

Fees and Collections manual with proposed fee changes.

- 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% 2.0% 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 w/patio (security deposit \$200.00.00) ..... ~~\$100.00~~  
~~\$200/hr /hr.~~
  - iii. Ocean Walk Room (security deposit \$200.00)  
~~\$50.00~~ \$100.00/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~~ \$250.00/hr.  
(includes use of outside deck & restrooms)
  - ii. Commission Chambers\* ( security deposit \$200.00)  
~~\$200~~ \$100.00/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%~~2.0% 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 w/ patio. (security deposit \$200.00)  
~~\$150.00~~\$225.00/hr.
    - iii. Ocean Walk Room (security deposit \$200.00)  
~~\$75.00~~\$125.00/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~~\$275.00/hr.  
(includes use of outside deck & restrooms)
    - ii. Commission Chambers\* (security deposit \$200.00)  
~~\$250.00~~\$125.00/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. \$100.00
  - ~~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):



## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners  
VIA: Robin Gomez, City Manager  
FROM: Jay Hatch, Recreation Director  
DATE: February 12, 2025  
**RE: City Sponsored Fireworks Agreement with Master Pyro LLC**

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### **Background**

On February 1, 2023, the City of Madeira Beach released a Request for Proposals for Annual Fireworks Displays. The City selected Master Pyro LLC for the 2023 fireworks displays and exercised a one (1) year renewal of the contract from 2024. The contract for the display ended in November 2024 and per the initial RFP is available for one (1) year renewal.

Following the dates from previous years, the fireworks displays would take place on the following dates in 2025: March 15, May 3, July 3, November 8.

### **Fiscal Impact**

The City currently has \$30,000 budgeted for Fireworks in the FY25 Budget.

### **Recommendation**

Staff Recommends moving forward with the final one (1) year contract renewal.

### **Attachments**

Proposed FY25 Contract (Subject to date approval)  
RFP 23-01 – Contract Exhibit A  
Contractor Proposal – Contract Exhibit B



## AGREEMENT FOR FIREWORKS DISPLAYS

THIS AGREEMENT made and entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the “Effective Date”), by and between MASTER PYRO DISPLAY, L.L.C., a Florida Limited Liability Company with a Principal Address of 3332 Victoria Park Road, Jacksonville, FL 32216 (“Contractor”) and the CITY OF MADEIRA BEACH, a Florida Municipal Corporation (“City”).

WHEREAS, on February 1, 2023, the City issued RFP No.: 23-01, requesting proposals from qualified companies to provide fireworks displays on March 17, 2023, May 6, 2023, July 3, 2023, and November 11, 2023; and

WHEREAS, on February 15, 2023, Contractor submitted a proposal outlining its proposed services and related charges; and

WHEREAS, having considered the responsive proposals received and found Contractor to be responsive and responsible, and having found Contractor’s proposal to be the most beneficial to the City’s needs, the City chose to negotiate final contract terms with Contractor; and

WHEREAS, the City and Contractor have agreed to exercise a one year contract renewal, per the terms of the issued RFP: and

WHEREAS, the City and Contractor having agreed on final contractual terms, have agreed to enter this Agreement.

NOW, THEREFORE in consideration of the promises and covenants contained herein, the Parties agree as follows:

### 1. **Contract Documents; Order of Precedence.**

This Agreement shall consist of the following documents, and in the event of any conflict as to a term or condition between them, the earlier listed document shall control over the later listed document:

- This Agreement
- RFP No.: 23-01 (attached hereto and incorporated herein as **Exhibit A**)
- Contractor’s Proposal including any attachments or exhibits thereto referenced in the Proposal (attached hereto and incorporated herein as **Exhibit B**)

### 2. **Contractor Duties.**

Contractor shall provide to the City fireworks displays on March 15, 2025, May 3, 2025, July 3, 2025, and November 8, 2025 in the manner set forth in its Proposal, and in full compliance with all applicable safety rule, regulations and industry best practices as are referenced in the City’s RFP, Contractor’s Proposal, or are otherwise provided for by law.

**3. Term.**

The term of this Agreement shall be from the Effective Date through November 30, 2025.

**4. Payment**

Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid the following fees: \$5,000.00 for the March 16<sup>th</sup> display, \$5,000.00 for the May 4<sup>th</sup> display, \$20,000.00 for the July 3<sup>rd</sup> display and \$5,000.00 for the November 9<sup>th</sup> display not more than forty-five (45) days after it has submitted to the City a proper invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

Improper payment requests shall be addressed by the City as provided for in Florida Statutes § 218.76, and any disputes with respect to payment of an invoice shall be determined as provided for in that statute and any associated City procurement codes or procedures addressing resolution of payment disputes.

**5. Amendments.**

This Agreement may only be altered by written amendment executed by authorized officials of both Parties.

**6. Severability.**

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

**7. Miscellaneous Terms.**

A. Each Party to this Agreement represents and warrants to the other Party that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the Party on whose behalf they are executing.

**B. 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 Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1<sup>st</sup> 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the 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, 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.

**C. No Third-Party Beneficiary.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.

**D. Jurisdiction, Venue, Applicable Law.** In the event of any litigation between the Parties with respect to the interpretation or enforcement of this Agreement, same shall be conducted, if in state court, in the appropriate circuit or county court in and for Pinellas County, Florida, and if in federal court, in the United States District Court for the Middle District of Florida, Tampa Division. In any such litigation, the substantive and procedural laws of the State of Florida shall be applied.

**E. Public Records.** In accordance with Florida Statutes § 119.0701, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the requesting City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY MADEIRA BEACH, CITY CLERK'S OFFICE, AT:**

**TELEPHONE: 727- 391-9951**

**EMAIL: [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)**

**ADDRESS: 300 Municipal Drive, Madeira Beach, FL 33708**

**F. Assignment and Subcontracting.** The City has selected Contractor for its stated skills, abilities and unique product offerings, as represented to the City by Contractor's solicitation response and via other means. Contractor has represented to the City that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the City. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform any service or provide any product under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the City. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the City pursuant to the provisions of this Agreement, or obligate City to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the City grants such permission, Contractor is obligated to ensure any such subcontractor's contract incorporates the terms and conditions of this Agreement and acknowledges the City as an intended third-party beneficiary.

**G. Notices.** Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

**As to Contractor:**

**As to City:**

Brian Acosta, Manager  
Master Pyro Display, L.L.C.  
3332 Victoria Park Road  
Jacksonville, Florida 32216

Robin Gomez, City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF MADEIRA BEACH

MASTER PYRO DISPLAY. L.L.C.

By: \_\_\_\_\_  
Robin Gomez, City Manager

By: \_\_\_\_\_  
Brian Acosta, Manager

**(Acknowledgment of Contractor)**

State of Florida  
County of Duval  
City of Jacksonville

The foregoing Agreement was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2025, by Brian Acosta, Manager of Master Pyro Display, L.L.C. (“Contractor”), on behalf of the Contractor. He is personally known to me or has produced \_\_\_\_\_, as identification and appeared before me at the time of notarization.

Brian Acosta warrants that he is authorized by the Contractor to execute the foregoing Agreement.

\_\_\_\_\_  
NOTARY PUBLIC:

(SEAL)

My commission expires:

1. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).
2. Provide a copy of your firm's Federal Employer Tax ID certificate.
3. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation.
4. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).
5. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

MASTER PYRO  DISPLAY

WE PAINT THE SKY FOR YOU



PROFESSIONAL FIREWORKS DISPLAYS POWERED BY



**COBRA**  
Wireless Firing Systems

Request For Proposal

**THE CITY OF MADEIRA BEACH, FL**

**MASTER PYRO DISPLAY LLC**  
PROFESSIONAL FIREWORKS DISPLAYS AND PYROMUSICALS  
Federally Licensed Certified and Fully Insured

**THE CITY OF MADEIRA BEACH, FLORIDA**

**JULY 3, 2023 at 200 REX PL**

**DISPLAY SYNOPSIS**

COST OF SHOW \$20000

**OPENING BARRAGE**

100—2.5” SHELLS

100-- 1”-1.75” 1.4G pro shells

6-- 15/30mm 100 shots repeaters

300 special effects shots in mixed repeaters

**TOTAL of 1100 shots DURATION 1-1.5MIN**

**MAIN BODY AERIAL DISPLAY**

250-- 1”-1.75” 1.4G pro shells

150—2.5” SHELLS

12-- 15/30mm 100 shots repeaters

1500 special effects shots in mixed repeaters

**TOTAL of 3100 shots DURATION 15-17 MIN**

**GRAND FINALE**

100—2.5” SHELLS

100-- 1”-1.75” 1.4G pro shells

10-- 15/30mm 100 shots repeaters

500 special effects shots in mixed repeaters

100—1.75”loud salutes shells

50 – 1.5” waterfall special shells for event closing

**TOTAL of 1850 shots DURATION 2 MIN**

GRAND TOTAL SHOTS COUNT :5700

ESTIMATED SHOW DURATION:18-20 MIN

ALL ITEMS USED WILL BE CATEGORY 1.4G PROFESSIONAL

**A grand total of 6050 shots will be used for an estimated show duration of 18-20 minutes**



**THE CITY OF MADEIRA BEACH, FLORIDA**  
**JULY 3, 2023 at 591 TOM STUART CAUSEWAY**

**DISPLAY SYNOPSIS**

COST OF SHOW \$20000

**OPENING BARRAGE**

100—2.5”shells  
10 – 3” Shells assorted colors chained  
10 – 3” Shells salute report  
30 – 4” Shells assorted colors  
10– 5” Shell fancy effect  
2– Multi color and effects professional repeaters 100 shots each

**TOTAL of 360 shells DURATION 1-1.5 MIN**

**MAIN BODY AERIAL DISPLAY**

300 – 3” Shells assorted colors and effects  
140 --4”Shells assorted colors and effects  
110 --5”Shells assorted colors and effects  
20 – 13 shots Fan slices  
2-- 19 shoots rainbow fanned slices  
2 – 300 shots professional repeaters  
15 – prolevel comets assorted colors  
15 – prolevel mines assorted colors

**TOTAL of 1478 shells DURATION 16 MIN**

**GRAND FINALE**

240 – 2.5” Finale color and report  
120 – 3” Finale color and report  
2 – 4” Shells assorted  
2 –5” Super Brocade shells  
2 – 49 salute repeaters  
3 – 100 shots finale repeaters with report  
20 – 4” waterfall special shells for event closing

**TOTAL of 782 shells DURATION 1-1.5 MIN**

**A GRAND TOTAL OF 2584 SHELLS WILL BE USED FOR AND ESTIMATED SHOW DURATION OF 18-20 MIN**

## THE CITY OF MADEIRA BEACH, FLORIDA

March 17th, May 6th, November 11th, 2023 at 200 REX PL

### DISPLAY SYNOPSIS

COST OF SHOW \$5000

### OPENING BARRAGE

30—2.5” SHELLS

40-- 1”-1.75” 1.4G pro shells

2-- 15/30mm 100 shots repeaters

100 special effects shots in mixed repeaters

**TOTAL of 370 shots DURATION 1 MIN**

### MAIN BODY AERIAL DISPLAY

60-- 1”-1.75” 1.4G pro shells

40—2.5” SHELLS

4-- 15/30mm 100 shots repeaters

400 special effects shots in mixed repeaters

**TOTAL of 800 shots DURATION 6-8 MIN**

### GRAND FINALE

30—2.5” SHELLS

40-- 1”-1.75” 1.4G pro shells

3-- 15/30mm 100 shots repeaters

100 special effects shots in mixed repeaters

30—1.75”loud salutes shells

10– 1.5” waterfall special shells for event closing

**TOTAL of 510 shots DURATION 1 MIN**

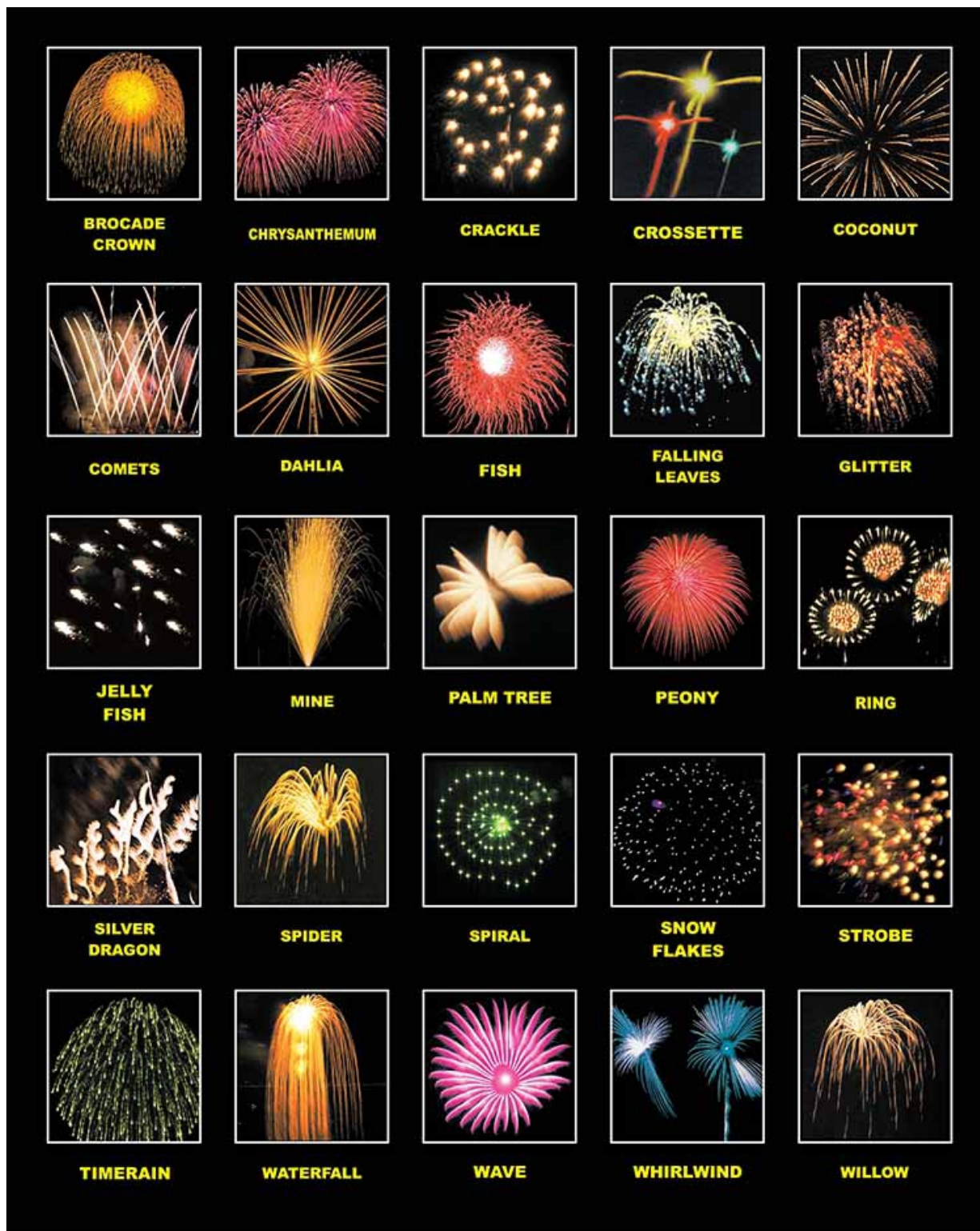
**GRAND TOTAL SHOTS COUNT :1680**

**ESTIMATED SHOW DURATION:6-8 MIN**

**ALL ITEMS USED WILL BE CATEGORY 1.4G PROFESSIONAL FOR  
ITEMS UNDER 2” SIZES**

**TOTAL FOR ALL SHOWS IS \$35000 (Price is guaranteed for 3 years)**

Only high quality imported product will be used during this display. This is an example of the patterns we will be using at your show.



Display will be designed in a layered effect format, the medium and high level effect will cover more of the sky from the audience perspective.

**SHOW IS DESIGNED WITH STATE OF THE ART FINALE 3D SOFTWARE AND WILL BE REMOTLY FIRED WITH OUR PROFESSIONAL WIRELESS COBRA FIRING SYSTEM**

Pyromusical scripting will be offered at no cost to the costumer only if the desired music file is provided by the City of MADEIRA BEACH to Master Pyro Display LLC at least 30 days before the show date, or if Master Pyro Display LLC is allowed to choose and use music tracks at its will.

Please be advise that converting the show to pyromusical may modify the display lenght in about +/- 1 mins, but shells count remain the same. MASTER PYRO DISPLAY LLC might provide sound system depending on availability, As of today PA system can be provided March 17<sup>th</sup>, May 6<sup>th</sup> and November 11<sup>th</sup>

**MASTER PYRO DISPLAY LLC WILL PROVIDE**

All shipping costs for fireworks, equipment, and tools. Including removal of any unused pyrotechnics.

Premiere show design with FINALE 3D

All product (fireworks/ pyrotechnic products)

All materials/ equipment

All required rental equipment and consumable materials

All safety/ PPE as required under NFPA 1123

N.F.P.A. approved mortars/ racks

Cobra digital wireless firing equipment

All required insurance

Off site storage and daily delivery and removal of ALL explosive materials.


No explosive materials will be stored on city property.

After show clean up

**MASTER PYRO DISPLAY LLC**  
Location: Pier at  
200 REX PL, MADEIRA BEACH

**Maximun shells size allowed 2.5",**  
**Mortars should be angle 10° towards the**  
**water to compensate winds**



**MASTER PYRO**  **DISPLAY**

WE PAINT THE SKY FOR YOU





**U.S. Department of Justice**  
 Bureau of Alcohol, Tobacco, Firearms and Explosives  
 Federal Explosives Licensing Center  
 244 Needy Road  
 Martinsburg, West Virginia 25405

Item 9D.

901090: MH/FLS  
 5400  
 File Number: **1FL01283**

03/31/2022

**SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:**

**BRIIAN ACOSTA**

MGR  
 (904)566-8762

3332 VICTORIA PARK RD  
 JACKSONVILLE, FL 32216

**and is ONLY valid under the following Federal explosives license/permit:**

1-FL-031-54-5D-01283

MASTER PYRO DISPLAY LLC  
 5310 PHILIPS HWY  
 JACKSONVILLE, FL 32207

Dear BRIIAN ACOSTA:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard  
 Chief, Federal Explosives Licensing Center (FELC)

**FELC Customer Service.** If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

**Mail:** ATF  
 Chief, FELC  
 Attn.: LOC Correction  
 244 Needy Road  
 Martinsburg, West Virginia 25405

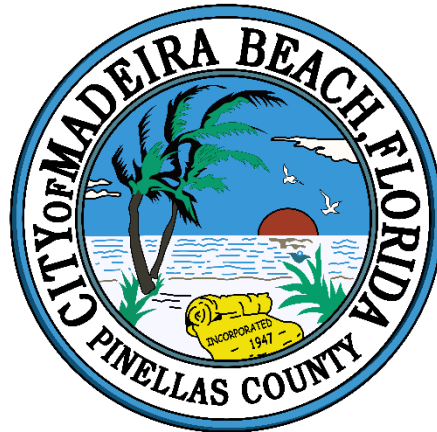
**Fax:** 1-304-616-4401  
 Chief, FELC  
 Attn.: LOC Correction

**Call toll-free:** 1-877-283-3352

**WWW.ATF.GOV**

BRIIAN ACOSTA

Responsible Person Letter of Clearance for:



# Request for Proposal #23-01

## Annual Fireworks Displays

Proposals due by February 17th, 2023

At 10:00am: City Hall

300 Municipal Drive

Madeira Beach, FL 33708

**CONTACT:**

Jay Hatch, Recreation Director

Phone: (727)392-0665

Email: [jhatch@madeirabeachfl.gov](mailto:jhatch@madeirabeachfl.gov)



## REQUEST FOR PROPOSAL

Notice is hereby given that the City of Madeira Beach will be accepting proposals for Annual Fireworks Displays for the following dates:

**March 17<sup>th</sup>, 2023**  
**May 6<sup>th</sup>, 2023**  
**July 3<sup>rd</sup>, 2023**  
**November 11<sup>th</sup>, 2023**

Proposals clearly labeled Request for Proposal for Annual Fireworks Displays will be received until 10:00 AM on February 17<sup>th</sup>.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

## INTRODUCTION

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing fireworks displays on numerous dates throughout the year.

Selected contract shall be effective immediately upon approval for the 2023 display dates with the option for two (2), one (1) year renewals.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email no later than 10:00am on February 17<sup>th</sup>, 2023, contact below:

City of Madeira Beach  
Attn: Jay Hatch  
Re: Request for Proposal for Annual Fireworks Displays  
300 Municipal Drive  
Madeira Beach, FL 33708

or [jhatch@madeirabeachfl.gov](mailto:jhatch@madeirabeachfl.gov)

**NOTIFICATION:** The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)
- Demand Star

**PART A**

**ADDENDA:** Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the Recreation Department. Addenda will be posted and available through the City notification methods shown above.

**SUBMISSION:** Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to [jhatch@madeirabeachfl.gov](mailto:jhatch@madeirabeachfl.gov). Proposals must be clearly marked “RFP #23-01 - Re: Request for Proposal for Annual Fireworks Displays”.

**LATE PROPOSALS:** Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

**PROPOSAL OPENINGS:** All Proposals submitted before the Due Date and Time shall be publicly opened by the Recreation Director at the City Hall Building, located at 300 Municipal Dr. Madeira beach, FL.

**SCHEDULE:** A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	February 1, 2023
RFP Submittal Date	February 17, 2023 by 10:00am
Commission Approval	TBD*
Notify Bidder	TBD*

\*Tentative and subject to change

**MEETING LOCATIONS:**

- **City Hall** - located at 300 Municipal Dr. Madeira Beach, FL 33708
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the Recreation Director via email at [jhatch@madeirabeachfl.gov](mailto:jhatch@madeirabeachfl.gov) . Such contact shall be for clarification purposes only.

**QUESTIONS:** Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

**PART B:****SCOPE OF SERVICES:**

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing a Fireworks display for the following dates:

**March 17<sup>th</sup>, 2023**  
**May 6<sup>th</sup>, 2023**  
**July 3<sup>rd</sup>, 2023**  
**November 11<sup>th</sup>, 2023**

The display shall be fired electronically and the supply, delivery, set-up, firing, breakdown and disposal shall not exceed the budget of \$40,000.

Selected proposal shall be effective immediately upon approval and signature of contract for the 2023 display date with the option for two (2), one (1) year renewals.

Proposers are requested to provide proposals offering the City maximum variety in color, shell size, length and over all effect to **maximize value within the budget**. Length and variety of fireworks display will be considered on the Proposed Cost Schedule.

**Indemnification:** Due to the inherent dangers in major fireworks displays, the winning Proposer must, and by accepting the work agrees to, indemnify and 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 Proposer and persons employed or utilized by the Proposer in the performance of the contract.

Such Proposer indemnification shall not be limited to the amount of comprehensive general liability insurance which it otherwise carries for the event. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes § 768.28, as amended. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this section.

Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the City or a third party, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the City when applicable.

**A. GENERAL INFORMATION**

Date/Time	Budget	Length	Fallout Radius	Location
3/17/23 – 9:45PM	\$5,000 - \$6,000	8-10 min	200ft	200 Rex Place
5/6/23 – 9:00PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place
7/3/23 – 9:00PM	\$20,000 - \$25,000	18-20 min	200ft or 420ft	200 Rex Pl or 591 Tom Stuart Causeway
11/11 – 7:30PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place

\*Note: 7/3/23 display may be proposed from EITHER location, 200 Rex Provides a 200ft fallout and the 591 Tom Stuart Causeway provides for a 420ft fallout.\*

**B. SHELLS**

- a. Proposer must offer a variety of shell types. Shells must have different functions, patterns of break, colors, and sizes. Proposer must provide a list of types of shells offered with the proposal.
- b. Proposer shall deliver all required equipment, mortar tubes, racks, shells ,etc. to the launch size. The display must be electronically fired.
- c. The City of Madeira Beach Fire Chief and/or Fire Marshal reserves the right to inspect and count the shells and compare the actual inventory at the site to the material list submitted as part of the final accepted bid proposal.
- d. Proposer shall be responsible for sufficient electrical cables to ensure fireworks will be set up in the safest manner possible. A shooter’s box shall be utilized and proposer shall provide licensed pyrotechnician and assistants with the required protective gear as per NFPA 1123.

**C. INCLEMENT WEATHER**

- a. Display will be fired in all weather conditions. The exception may be torrential rain, severe lightning, and sustained winds of 15MPH or greater. If a barge is being utilized and significant weather or rough water hazards exist, the City and Proposer may mutually agree to delay or cancel the display.
- b. If the display is cancelled due to inclement weather, the City will either:
  - i. Reschedule the display for the following evening.
  - ii. Not reschedule the display.

**D. CANCELLATION/POSTPONEMENT POLICY**

- a. Proposer shall identify all payment requirements the proposer expects the City to pay in the event the Proposer has delivered and set up the display and: (1) The display is cancelled and is not rescheduled (fireworks are not utilized); or (2) the display is postponed until the following evening.

**E. CLEAN UP**

- a. The proposer shall be responsible for all set up, tear down, and clean up. The firing location and the staging areas must be restored to their original condition following the display. The proposer must sweep the launch site and locate, identify, and remove any unexploded shells.

**F. SAFETY STANDARDS**

- a. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123.
  - i. Proposer must perform all work in strict accordance with all applicable Federal, State, and Local laws and regulations.
  - ii. With prior arrangements, the City will provide overnight security, if needed, for fireworks the night before the display and the additional night if the display is postponed for the following evening.

**G. LICENSES AND INSURANCE**

- a. Valid Federal Explosives License issued by the BATFE – Mandatory
- b. Proposer is responsible for all permits and licenses as required by Federal, State, and Local Authorities
- c. Proposer must provide copies of all permits and licenses to the City of Madeira Beach Fire Chief, Fire Marshal, or designee at least two weeks prior to ANY display.
- d. Liability Insurance in the amount of \$1,000,000 for single occurrence, \$2,000,000 aggregate. City of Madeira Beach and the Pinellas County School Board shall be listed as additional insured under the certificate of insurance.

**H. AGENCY NOTIFICATIONS**

- a. Proposer will notify all agencies of fireworks display as necessary, i.e. Coast Guard, FAA, etc.
- b. The City of Madeira Beach will coordinate with Pinellas County Sheriff’s Office and the Madeira Beach Fire Department to ensure proper safety clearance of fall out zone.

**PART C:**

**PROPOSAL RESPONSE REQUIREMENTS**

- 1. Prepare a brief introduction including a general demonstration of understanding of the scop and complexity of the required work as well as:

Company Name: MASTER PYRO DISPLAY LLC  
 Address: 5310 PHILIPS HWY JACKSONVILLE FL 32207  
 \_\_\_\_\_  
 Phone #: 844-927-2412  
 Email Address: MASTERPYROLLC@GMAIL.COM  
 Name of Authorized Representative: BRIIAN ACOSTA

- 2. Please attach a proposed quote for each of the following dates:  
**March 17<sup>th</sup>, 2023, May 6<sup>th</sup>, 2023, July 3<sup>rd</sup>, 2023, November 11<sup>th</sup>, 2023**  
 Quote should be provided in the format typically utilized by the proposing company.
- 3. Total Cost: \$35000.00
- 4. Include a link to any videos or demonstrations of previous work <https://www.youtube.com/watch?v=JoEMbwPce94&t=542s>

5. References

(A) Name of Entity: CITY OF PORT ST JOHN & Port St. John Community Foundation  
Nature of Services Provided: Independence Day's Fireworks Display  
Thunder Over the Indian River

6. Contact Name: RANDY RODRIGUEZ  
Contact Phone Number: 321-863-7499

(B) Name of Entity: CITY OF CRYSTAL RIVER  
Nature of Services Provided: Independence Day's Fireworks Display

Contact Name: LESLIE BOLLIN  
Contact Phone Number: 321-212-0437

(C) Name of Entity: CITY OF BUSHNELL  
Nature of Services Provided: Fall Festival Fireworks Display

Contact Name: REBECCA MORRISON  
Contact Phone Number: 352-874-5175

Requests for Additional Information

Questions or requests for additional information should be directed to Recreation Director Jay Hatch at [jhatch@madeirabeachfl.gov](mailto:jhatch@madeirabeachfl.gov).

Signature of Proposer's Agent

Title



MANAGER

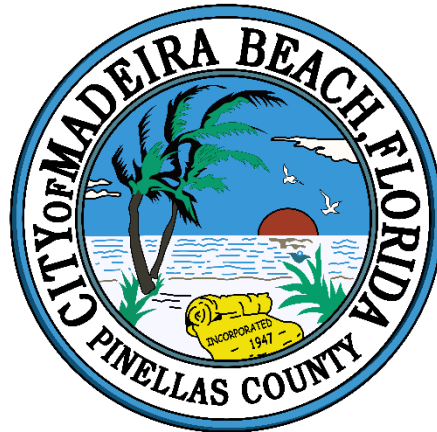
Printed Name

Date

BRIIAN ACOSTA

2-10-2023





# Request for Proposal #23-01

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The display shall be fired electronically and the supply, delivery, set-up, firing, breakdown and disposal shall not exceed the budget of \$40,000.

Selected proposal shall be effective immediately upon approval and signature of contract for the 2023 display date with the option for two (2), one (1) year renewals.

Proposers are requested to provide proposals offering the City maximum variety in color, shell size, length and over all effect to **maximize value within the budget**. Length and variety of fireworks display will be considered on the Proposed Cost Schedule.

**Indemnification:** Due to the inherent dangers in major fireworks displays, the winning Proposer must, and by accepting the work agrees to, indemnify and 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 Proposer and persons employed or utilized by the Proposer in the performance of the contract.

Such Proposer indemnification shall not be limited to the amount of comprehensive general liability insurance which it otherwise carries for the event. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes § 768.28, as amended. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this section.

Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the City or a third party, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the City when applicable.

**A. GENERAL INFORMATION**

Date/Time	Budget	Length	Fallout Radius	Location
3/17/23 – 9:45PM	\$5,000 - \$6,000	8-10 min	200ft	200 Rex Place
5/6/23 – 9:00PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place
7/3/23 – 9:00PM	\$20,000 - \$25,000	18-20 min	200ft or 420ft	200 Rex Pl or 591 Tom Stuart Causeway
11/11 – 7:30PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place

\*Note: 7/3/23 display may be proposed from EITHER location, 200 Rex Provides a 200ft fallout and the 591 Tom Stuart Causeway provides for a 420ft fallout.\*

**B. SHELLS**

- a. Proposer must offer a variety of shell types. Shells must have different functions, patterns of break, colors, and sizes. Proposer must provide a list of types of shells offered with the proposal.
- b. Proposer shall deliver all required equipment, mortar tubes, racks, shells ,etc. to the launch size. The display must be electronically fired.
- c. The City of Madeira Beach Fire Chief and/or Fire Marshal reserves the right to inspect and count the shells and compare the actual inventory at the site to the material list submitted as part of the final accepted bid proposal.
- d. Proposer shall be responsible for sufficient electrical cables to ensure fireworks will be set up in the safest manner possible. A shooter’s box shall be utilized and proposer shall provide licensed pyrotechnician and assistants with the required protective gear as per NFPA 1123.

**C. INCLEMENT WEATHER**

- a. Display will be fired in all weather conditions. The exception may be torrential rain, severe lightning, and sustained winds of 15MPH or greater. If a barge is being utilized and significant weather or rough water hazards exist, the City and Proposer may mutually agree to delay or cancel the display.
- b. If the display is cancelled due to inclement weather, the City will either:
  - i. Reschedule the display for the following evening.
  - ii. Not reschedule the display.

**D. CANCELLATION/POSTPONEMENT POLICY**

- a. Proposer shall identify all payment requirements the proposer expects the City to pay in the event the Proposer has delivered and set up the display and: (1) The display is cancelled and is not rescheduled (fireworks are not utilized); or (2) the display is postponed until the following evening.

**E. CLEAN UP**

- a. The proposer shall be responsible for all set up, tear down, and clean up. The firing location and the staging areas must be restored to their original condition following the display. The proposer must sweep the launch site and locate, identify, and remove any unexploded shells.

**F. SAFETY STANDARDS**

- a. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123.
  - i. Proposer must perform all work in strict accordance with all applicable Federal, State, and Local laws and regulations.
  - ii. With prior arrangements, the City will provide overnight security, if needed, for fireworks the night before the display and the additional night if the display is postponed for the following evening.

**G. LICENSES AND INSURANCE**

- a. Valid Federal Explosives License issued by the BATFE – Mandatory
- b. Proposer is responsible for all permits and licenses as required by Federal, State, and Local Authorities
- c. Proposer must provide copies of all permits and licenses to the City of Madeira Beach Fire Chief, Fire Marshal, or designee at least two weeks prior to ANY display.
- d. Liability Insurance in the amount of \$1,000,000 for single occurrence, \$2,000,000 aggregate. City of Madeira Beach and the Pinellas County School Board shall be listed as additional insured under the certificate of insurance.

**H. AGENCY NOTIFICATIONS**

- a. Proposer will notify all agencies of fireworks display as necessary, i.e. Coast Guard, FAA, etc.
- b. The City of Madeira Beach will coordinate with Pinellas County Sheriff’s Office and the Madeira Beach Fire Department to ensure proper safety clearance of fall out zone.

**PART C:**

**PROPOSAL RESPONSE REQUIREMENTS**

- 1. Prepare a brief introduction including a general demonstration of understanding of the scop and complexity of the required work as well as:

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Name of Authorized Representative: \_\_\_\_\_

- 2. Please attach a proposed quote for each of the following dates:  
**March 17<sup>th</sup>, 2023, May 6<sup>th</sup>, 2023, July 3<sup>rd</sup>, 2023, November 11<sup>th</sup>, 2023**  
 Quote should be provided in the format typically utilized by the proposing company.
- 3. Total Cost: \_\_\_\_\_
- 4. Include a link to any videos or demonstrations of previous work \_\_\_\_\_

5. References

(A) Name of Entity: \_\_\_\_\_  
Nature of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

6. Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_

(B) Name of Entity: \_\_\_\_\_  
Nature of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_

(C) Name of Entity: \_\_\_\_\_  
Nature of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_

Requests for Additional Information

Questions or requests for additional information should be directed to Recreation Director Jay Hatch at [jhatch@madeirabeachfl.gov](mailto:jhatch@madeirabeachfl.gov).

Signature of Proposer's Agent

Title

\_\_\_\_\_

Printed Name

Date

\_\_\_\_\_

