

# **City of Madeira Beach**

Request for Proposal (RFP)

RFP# 2024-03

## **City Owned Seawall Replacement and Repairs**

Due by 11:00 AM July 30, 2024

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 the construction of a project known as the "**RFP No. 2024-03 City Owned Seawall Replacement and Repairs**" on City-owned property located at 503 150<sup>th</sup> Ave., 424 150<sup>th</sup> Ave., 14109 N Bayshore and the street end at 142<sup>nd</sup> and N Bayshore in Madeira Beach, Pinellas County, Florida. The subject site is located within the City of Madeira Beach. See attached plans for full specs. The Marina and 14109 N Bayshore will need to be demoed and rebuilt per the attached Approved Permit Drawings and Permit Conditions and the seawalls located at 424 150<sup>th</sup> and 142<sup>nd</sup> and N Bayshore will need to be repaired per the attached inspection reports. Permits will be acquired through the City of Madeira Beach.

## MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 10:00 a.m., on Tuesday, July 9th, 2024, to be held on site at Patriot Park located at 424 150<sup>th</sup> Ave. in Madeira Beach, Florida. 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: "**City RFP No. 2024-03 City Owned Seawall Replacement and Repairs**". All Proposals must be received in the Office of the City Clerk no later than 11:00 a.m. on Tuesday, July 30th, 2024, where they will be opened in a public forum at 11:30 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.

**Brian Crabtree**  
Marina Manager  
503 150<sup>th</sup> Avenue  
Madeira Beach, Florida 33708  
(727) 399-2631 or (727) 409-0584  
bcrabtree@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked “RFP #2024-03 Marina Seawall Replacement” 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. July 1, 2024,	Request for Proposal (RFP) release date
B. July 9, 2024,	Mandatory Pre-Bid Meeting 10:00AM
C. July 16, 2024,	Questions due
D. July 23, 2024,	Answers / Clarification Posted
E. July 30, 2024,	Bid Due 11:00 AM at City Hall
F. July 30, 2024,	Bid Opening 11:30 AM at City Hall
G. August 28, 2024,	Tentative BOC Workshop Discussion
H. September 11, 2024,	Tentative Bid & Contract award

## 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. RFP 2024-03: On-Call Electrical Services 6
- 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

This Request for Proposal will include 4 areas, 2 of which will require removal and replacement of the wall and cap and the other 2 repairs as listed in the recommendations from the consultant.

Madeira Beach Municipal Marina seawall and cap from the fuel dock to the current boat ramp. The seawall project is 360 linear feet in total, 160 feet of 7-8' and 200 feet of 6' or less, measured from the bottom of the cap to the mudline. Project will include the temporary removal and replacement of all walkways to figure piers (5), gangways (1) and a main B-dock entrance (1). All walkways and piers will match the height of the seawall so there are no tripping hazards. Before work begins the contractor will survey the site for any utilities that will need to be removed/disconnected during Construction. Utility lines (water/power) to the main B-dock entrance will be temporarily removed and reconnected by the contractor. The current walkway to the B-Dock fixed dock will be removed and replaced with a new cement walkway. The Power & Water for slip pedestals#61-65 will be removed and replaced by the contractor. Power for lift on slip #65 will need to be disconnected/reconnected. Also, any other additional structures or utilities that will be affected during the project construction will need to be identified and requested to be temporarily moved and/or replaced by the contractor or utility company. All necessary utility/conduit sleeves will need to be provided by the sea wall contractor. There are 3 locations in total. Three sleeves for power and two lines for water.

The other locations will consist of 424 150<sup>th</sup> approximately 627 LF of seawall repairs and the repair or removal and replacement of the 515 +/- concrete sidewalk that runs along the seawall at 6 FT wide by 4

inches in depth with 3500 PSI concrete. 142<sup>nd</sup> Ave. and N Bayshore Repair of approximately 40LF see recommendations attached and the removal and replacement of the seawall and cap at 142<sup>nd</sup> Ave. and N Bayshore street end per the attached permit drawings.

## DESCRIPTION OF WORK

Marina Replacement: The 360' of seawall will need to be vinyl sheet piled. Seawall cap, tiebacks and dead men will need to be replaced. All dock, gangway and finger pier entrances will need the necessary deck boards carefully removed, stowed safely and put back to match the original docks/piers. Any utilities that need to be moved or disconnected/reconnected will be identified by the contractor. Utilities will be disconnected/reconnected by the awarded contractor. See attached Design Plans.

424 150<sup>th</sup> Ave. Repair: The Seawall is approximately 627 LF case in place concrete with precast panels and the seawall exposed height is 58 to 83 inches. This seawall has horizontal, vertical, and diagonal cracking on several slabs with some appearing to be pushed out. There is a thin layer of rip rap at the toe of the wall in areas and is not providing structural support. The wall has no well point drains causing sediment loss behind the wall. Sediment is also being lost through open slab joints and expansion joints in the cap. The loss of sediment has caused hollow points beneath the sidewalk area which will include the correction of the elevation on the sidewalk or a full replacement. See attached inspection report and bid according to the seawall recommendations from Ruben Clarson Consulting.

142<sup>nd</sup> Ave & N Bayshore Street End Repair: The current seawall is approximately 40 LF replaced cast in place concrete with original precast concrete 4 ft wide by 8ft slabs. The seawall exposed height from the top of the cap to the berm 45 to 72 inches / approximately 3.75 to 6ft. There is some longitudinal cracking in the cap indicating the rebar is rusting inside the concrete from salt instruction. There are slab joints open causing extensive sediment loss behind the wall. There are no well points observed to relieve hydrostatic pressure or aid in removing water from behind the wall. See attached inspection report and bid according to the seawall recommendations from Ruben Clarson Consulting.

14109 N Bayshore Replacement: The current seawall is approximately 40.3 LF original cast in place concrete cap with precast concrete panels 4 Ft wide by 8 Ft long slabs. The exposed seawall height from the top of the cap to the berm is approximately 4 Ft with a 36" RCP stormwater pipe sticking approximately 18" out from the wall invert 42". There is some riprap at the toe of the wall and a retaining wall to the left of the property. See attached permit drawings and seawall recommendations in the inspection report from Ruben Clarson Consulting for the full replacement of the seawall.

## 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 for local government agencies 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	

## 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.





**SPEELER  
COMPANIES**  
DOCKS | LIFTS | SEAWALLS  
FOUNDATIONS

6111 142nd Ave. N.  
Clearwater, FL 33760  
Office (727) 535-5735  
Fax (727) 535-6041  
www.speeler.com

City of Madeira Beach RFP#2024-03  
City Owned Seawall Replacement & Repairs  
Statement of Qualification

Speeler Foundations, Inc. is a well-respected marine construction company located in Pinellas County. Our work spans all of Pinellas County, including residential, commercial, and governmental projects. In addition to the numerous residential projects, we have completed work several cities, including Madeira Beach, Gulfport, St. Petersburg, Indian Shores & Clearwater, as well as the Florida Fish & Wildlife Commission, the St. Petersburg Sheriff's Dept., Pinellas County Water & Navigation, and the Coast Guard.

We thoroughly understand the scope of work requested in RFP#2024-03 and feel that we are highly qualified to perform this work.

We obtain our quality materials from Decks & Docks Lumber Company & Frontier Ready Mix. We are a self-sufficient marine construction company and perform all of our own construction work.

Work can commence construction within 30 – 60 working days(Monday – Friday) after being awarded bid.

If you need any further information, please let me know.

Thank you,

Douglas R. Speeler, Jr.





**B. LIFT CAPACITY WARRANTY**

It is hereby warranted that rated lift capacities of all dry-docks, cranes, travel lifts, loaders, hoist and marine railways owned by or operated on behalf of the Named Insured shall not be exceeded.

**C. INCLUSION OF ADDITIONAL ASSURED OR LOSS PAYEES**

Wherever Additional Assureds or Loss Payees are added to this Policy it is hereby agreed:

1. Such Additional Assureds or Loss Payees are included only with respect to such activities insured by this Policy as would exist in the absence of the naming of Additional Assureds or Loss Payees and coverage hereunder shall in no way be considered extended by the inclusion of Additional Assureds or Loss Payees.
2. The inclusion of Additional Assureds or Loss Payees in no way increases the limit of liability hereunder.
3. In the event of cancellation or change in policy coverage, unless specifically endorsed in writing to the contrary hereon, no obligation is imposed on this Company to send notice of cancellation or change of coverage to an Additional Assured or Loss Payee and notice to the original named Assured shall discharge all obligations of this Company hereunder. This Company shall not be required to notify Additional Assureds or Loss Payees of any cancellation received from the original assured hereon.
4. As respects the Loss Payees shown on the Declarations, such Loss Payees are added as their interests may appear.
5. As respects the Additional Assureds shown on the Declarations, notwithstanding anything to the contrary contained in the policy to which this endorsement is attached, it is agreed and understood that this Policy shall include as an Additional Assured those person(s) or organization(s) shown on the Declarations for whom you are performing operations when you and such person or organization have agreed in writing in a written contract or agreement that such person or organization be added as an Additional Assured on your policy. But any such entity shall only qualify as an Additional Assured with respect to liability for bodily injury or property damage caused in whole or in part by Your acts or omissions; or the acts or omissions of those acting on Your behalf in the performance of Your ongoing operations for the Additional Assured. A person's or organization's status as an Additional Assured under this endorsement ends when your operations for that Additional Assured are completed.

**IV.** The following Non-Contributory Endorsement for Additional Assureds applies **ONLY** where required by written contract **AND ONLY** if indicated in the Declarations.

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL ASSURED**

For organizations that are listed in the Declarations that qualify as an Additional Assured, the following is added to the Policy's Other Insurance provision(s):

If other insurance is available to the Additional Assured(s) listed or described in the Declarations for a loss we cover under this Policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the applicable Additional Assured.

**V.** The following Absolute Pollution Exclusion shall apply to coverage provided herein **UNLESS** the Pollution Limitation Endorsement (Sudden & Accidental Basis), as described in paragraph B. below, is otherwise indicated in the Declarations:

**A. ABSOLUTE POLLUTION EXCLUSION**

1. It is hereby agreed that this Policy shall not apply to any liability for bodily injury, property damage or personal injury arising out of the actual, alleged or threatened "release" of "pollutants" into or upon land, the atmosphere or any watercourse, water supply, reservoir or body of water.

It is further agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this Policy any occurrence, claim, suit, cause of action, liability, settlement, judgment, defense costs or expenses in any way arising out of such "release" whether or not such "release" arises out of the activities of the Assured or the activities of others and whether or not such "release" is sudden or gradual and whether or not such "release" is expected, intended, foreseeable, fortuitous, accidental or inevitable, and wherever such "release" occurs.

## REFERENCES

Please include the below information for all **five (5)** references as required.

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

Contact Name Ed Shaugnessy

Business Name Belleair Country Club

Business Address One Country Club Way Belleair, FL. 33785

Contact Phone 727-461-7171

Contact Email ed@belleaircc.com Other

Information (describe): 702 lineal feet of seawall

## INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

## INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the

## REFERENCES

Please include the below information for all **five (5)** references as required.

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

Contact Name Bill Karns

Business Name Madeira Beach Town Center

Business Address 410 150th Ave. Madeira Beach, FL. 33708

Contact Phone 727-422-10016

Contact Email wkarns@karnsenterprises.com Other

Information (describe): 414 lineal feet of seawall

## INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

Please include the below information for all **five (5)** references as required.

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

Contact Name Mike Flood

Business Name The DeNunzio Group (Madeira Beach Project, LLC)

Business Address 555 150th Ave. Madeira Beach, FL. 33708

Contact Phone 617-945-2555

Contact Email mike@thedenunziogroup.com Other

Information (describe): 1,525 lineal feet of seawall

## INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

## INDEMNIFICATION

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## REFERENCES

Please include the below information for all **five (5)** references as required.

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

Contact Name Dave Travis

Business Name Travis Corp. of Pinellas

Business Address 9293 Bay Pines Blvd. Semionole, FL. 33708

Contact Phone 727-639-7203

Contact Email davetravis@baypinesmarina.com Other

Information (describe): Dock rebuild and boatlift install.

## INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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- Property damage liability \$1,000,000.00 each occurrence
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Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

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

## INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the

## REFERENCES

Please include the below information for all **five (5)** references as required.

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

Contact Name Megan Wepfer

Business Name City of Madeira Beach(Coastal Groin Restoration)

Business Address 300 Municipal Dr. Madeira Beach, FL. 33708

Contact Phone 727-543-8154

Contact Email mwepfer@madeirabeachfl.gov Other

Information (describe): Rehabilitate 22 existing beach groins

## INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
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Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

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

## INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

## 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 REQUIREMENTS

Submit one (1) electronic PDF proposal package organized Via demandstar or delivered to City Hall in the below order.

- 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 five (5) 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. Bid Tabulation Form
- I. Contractors Licenses
- J. Certificate of Insurance
- K. Signed Agreement for Dock replacement.
  - o Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
  - o Exhibit B Drug Free Workplace Certificate – Signed and completed.



- 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 X Q. S. R.

Date 7/30/24

RFP Number 2023-09 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.



## 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.

Douglas R. Speeler, Jr.  
Contractor/ "CONTRACTOR"- Printed Name

X DRS  
Signature

City Owned Seawall Replacement & Repairs  
Project Name

7/30/24  
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 Douglas R. Speeler, Jr.  
(Print individual's name and title)  
for Speeler Foundations, Inc.  
(Print name of entity submitting sworn statement)  
whose business address is 6111 142nd Ave. N. Clearwater, FL. 33760 and (if applicable) its  
Federal Employer Identification Number (FEIN) is 59-3669172.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. 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. X enr

Authorized Signature

7/30/24

Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 30th day of July, 2024

Personally Known [Signature] or Produced Identification \_\_\_\_\_

(Specify Type of Identification)

[Signature]  
Signature of Notary

My Commission Expires May 5, 2026

(seal)



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

# IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

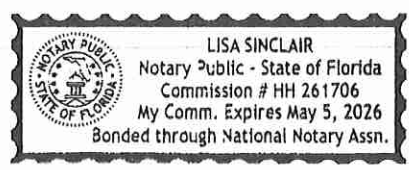
Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility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

Company Name: Speeler Foundations, Inc.  
Print Name: Douglas R. Speeler, Jr. Title: President  
Signature X *[Signature]* Date: 7/30/24  
State of: Florida  
County of: Pinellas  
Sworn to and subscribed before me this 30<sup>th</sup> day of July, 2024

Personally Known *[Signature]* or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

*[Signature]*  
Signature of Notary  
My Commission Expires May 5, 2026

(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.



# Bid Tabulation Sheet

## General

Description	Unit	Est. Quan.	Unit Price	Amount
Mobilization / Demobilization	LS	2	5000.00	10000.00

## Marina - Replacement

Description	Unit	Est. Quan.	Unit Price	Amount
Cost of Matieral	LS	1		143000.00
Cost of Labor	LS			23000.00
Utility removal / installation	LS	1		35000.00
Cost of Dock/Pier Removal / installation	LS	1		5000.00
<b>Total</b>				<b>206000.00</b>

## 424 150th Ave. - Repair

Description	Unit	Est. Quan	Unit Price	Amount
Seawall Repairs per Insp. Report	LS	1		43950.00
Sidewalk Removal- Turn to rip rap	LF	515		7200.00
Sidewalk Replacement 3500 PSI 4in depth	LF	515		36500.00
<b>Total</b>				<b>87650.00</b>

## 142nd & N Bayshore - Repair

Description	Unit	Est. Quan	Unit Price	Amount
Seawall Repairs per Insp. Report				4750.00
<b>Total</b>				<b>4750.00</b>

## 14109 N Bayshore - Replacement

Description	Unit	Est. Quan	Unit Price	Amount
Seawall Replacement per Insp. Report & Plans				21250.00
<b>Total</b>				<b>21250.00</b>

**Proposed total project cost Includes all 4 locations plus mobilization**

**329650.00**

Printed Name: Douglas R Specker Jr

Signature: 

Date: 7/30/24

**EXHIBIT A**  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Douglas R. Speeler, Jr. /President  
[print individual's name and title]  
for Speeer Foundations, Inc.

[print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave. N. Clearwater, FL. 33760

and Federal Employer Identification Number (FEIN) is 59-3669172, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

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

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such 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.

X Qnsn  
Authorized Signature

Date Signed 7/30/24

State of: Florida

County of: Pinellas

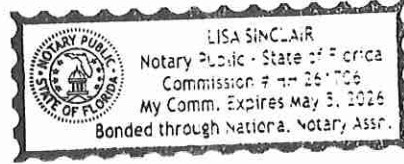
Sworn to and subscribed before me this 30<sup>th</sup> day of July, 2024

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

(Specify Type of Identification)

[Signature] Signature of Notary

My Commission Expires May 5, 2026



**EXHIBIT B**  
**DRUG FREE WORKPLACE CERTIFICATION**

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

This sworn statement is submitted to the City of Madeira Beach by Douglas R. Speeler, Jr./President  
[print individual's name and title]

for Speeler Foundations, Inc. [print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave. N. Clearwater, FL. 33760 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3669172 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by:

Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS





300 Municipal Drive  
Madeira Beach, Florida 33708  
Feb 727-391-9951  
Fax 727-395-9361  
[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

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**July 18, 2024**

**ADDENDUM #1**

RFP #2024-03 City Owned Seawall Replacement and Repairs

**PREPARED BY:**

City of Madeira Beach  
300 Municipal Dr.  
Madeira Beach, FL 33708

**THIS ADDENDUM #1 ADDED:**

- Questions and answers
- Bid Tabulation
- Signed and Sealed Plans for 141<sup>st</sup> Seawall

**Click the link below to access all documents related to this RFP:**

[DemandStar](#)



300 Municipal Drive  
Madeira Beach, Florida 33708  
727-391-9951  
Fax 727-395-9361  
[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

## Amendment #1 RFP 2024-03 City owned Seawall Replacement and repairs

### **General**

1. Whole Project timeline will be 120 calendar days
2. All construction areas will need to be properly signed and barricaded off each night to ensure public safety.
3. When a location is started it must then be completed before moving to the next location, no exceptions.
4. Are there any aquatic inspections required for any of the areas. If so, who will provide them.
  - a. No
5. Are you providing all the permitting for the projects.
  - a. Yes, the city has submitted for city permits and will have at final contract approval
6. Lay down area?
  - a. An area will be provided for materials at each location.

### **Marina:**

1. Will the dock be open during the project?
  - a. Yes, coordination will need to be done prior to construction to ensure the fuel dock and other docks are open
2. Can the power for the fuel dock be disconnected?
  - a. Yes, and reconnected once the project is completed.
3. What are the working hours?
  - a. Monday-Saturday 7AM-7PM.
4. Are the contractors limited to sections at a time?
  - a. Preferably especially on the back side of the marina to ensure the docks are accessible.
5. Is the contractor responsible for the pedestals?
  - a. The contractor will be responsible for the removal and replacement of the pedestals, but the marina staff will remove the dock boxes.
6. Does the contractor need to provide temporary lighting if needed?
  - a. No there will be enough lighting from the ship store.
7. Will the fish cleaning slab need to be taken out?
  - a. Whatever needs to be removed to complete that section will need to be replaced. Staff will remove the awning.
8. City will put in temporary walkway for the fuel dock and B dock during construction
9. Boats will be moved as needed
10. Can Helicals be used in lieu of Manta Ray's
  - a. No please follow the design plans as provided
11. The driveway adjacent to New Seawall needs to be replaced after the new Seawall is installed. Should it be replaced with asphalt or stone.
  - a. The asphalt driveway will need to be replaced in kind leaving a 2.5 buffer of shell between the cap and drive for all electrical and plumbing.

**Patriot Park:**

1. Is there power underneath the sidewalk?
  - a. The power for the whole park is currently running through those boxes in the sidewalk panels but the city's electrician will be relocating to behind the back of sidewalk. This will happen prior to the start of the seawall repair.
2. Sidewalk will need to be flush with the seawall cap
  - a. Yes the sidewalk will need to be flush with the seawall cap to ensure no trip hazards
3. Sidewalk will need to be
  - a. The sidewalk will need to be fully replaced once the seawall repairs are completed to ensure a complete fix.
    - i. Concrete will need to be 3500 PSI at 4 inches thick following all FDOT Specs on ADA slops and expansion joints. The sidewalk will be in the same footprint as it is currently but be flushed with the seawall cap.
4. Lay down area?
  - a. The Grass area on the East side of the memorial can be used for a lay down area

**142<sup>nd</sup>:**

1. Contractor is only responsible for filling voids on city property

**141<sup>st</sup>:**

1. New Wall will need to be exact to specs with drawings from Clarson leaving the outfall pipe exactly where it is and not cutting or adding an extension.