

City of Madeira Beach

Request for Proposal (RFP)

RFP# 2023-09

Patriot Park Dock Replacement

Due by 10:00 AM November 7, 2023

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. 2023-09 Patriot Park Dock Replacement"** on City-owned property located at 424 150th Ave. in Madeira Beach, Pinellas County, Florida. The subject site is located within the City of Madeira Beach. See attached plans for full specs. The docks will be demoed and rebuilt per the attached Approved Permit Drawings and Permit Conditions. Permits have been acquired by Madeira Beach and Pinellas County.

MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 10:00 a.m., on Tuesday, October 24, 2023, to be held on site at Patriot Park located at 424 150th 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. 2023-09 Patriot Park Dock Replacement"**. All Proposals must be received in the Office of the City Clerk no later than 10:00 a.m. on Thursday, November 9, 2023, 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, 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.

Megan Wepfer
Public Works Director
300 Municipal Dr.
Madeira Beach, Florida 33708
(727) 391-9951 Ext 401
mwepfer@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked “RFP #2023-09 Patriot Park Dock 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. October 11, 2023,	Request for Proposal (RFP) release date
B. October 24, 2023,	Mandatory Pre-Bid Meeting
C. October 30, 2023,	Questions due
D. November 2, 2023,	Answers / Clarification Posted
E. November 9, 2023,	Bid Due 10:00 AM at City Hall
F. November 9, 2023,	Bid Opening 10:30 AM at City Hall
G. November 22, 2023,	Tentative BOC Workshop Discussion
H. December 13, 2023,	Tentative Bid & Contract award

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 five (5) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Certifications and business licenses.
 - a. Include proof of corporation (sunbiz.org Division of Corporations)
6. Proof of Insurance as listed in the insurance section.
7. Signed contract with all exhibits signed and notarized.

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 2023-08: 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 project consists of the removal and replacement of two dock in patriot park. The first dock terminal platform is 80’X 10’ with a 10’ X 20’ walkway and the second has a 20’ X 25’ terminal platform with a 10.1’ X 20.3’ walkway. Both docks will be removed, and the contractor will be responsible for disposal. The total project square footage is 1705.2 feet with a total number of 48 pilings between the 2 docks.

DESCRIPTION OF WORK

There are two (2) docks located at Patriot Park that are utilized for fishing and observation. These docks will be removed entirely and replaced with all new. All new includes pilings, stringers, hardware, decking, and piling caps. The CONTRACTOR will be responsible for the disposal of all demo materials from the old and the building of the new. Plans are attached. A permit has been obtained from Madeira

Beach and Pinellas County for this project. The CONTRACTOR will be responsible for calling in all inspections to the city of Madeira Beach per permit checklist.

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#2023-09
Patriot Park Dock Replacement
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#2023-09 and feel that we are highly qualified to perform this work.

We obtain our quality materials from Decks & Docks Lumber Company & Owens Corning WearDeck. We are a self-sufficient marine construction company and perform all of our own construction work. For this project, we would subcontract the piling wrapping portion of the work to Coastal Dock Concepts.

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.

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: Douglas Speeler Jr
 2. Name of Business (if different than #1): Speeler Foundations, Inc
 3. Form of Entity: S- Corp
 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):
6111 142nd Ave N Clearwater, FL 33760 727-535-5735
 5. Date Organized: September 5, 2000 Type text here
 6. Where Organized: Pinellas, Florida
 7. How many years have you been engaged in the Marine Dock building under your present name; also, state names and dates of previous business names, if any. 23 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.: Loggerhead Marina Dec12,2022- until completed
 11. List your key personnel available for this contract.: Jeff Patterson & Heather Borsh
- 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.

Dasz

Authorized Signature

11/22/23

Date Signed

NOTARY

State of: Florida

County of: Pinellas

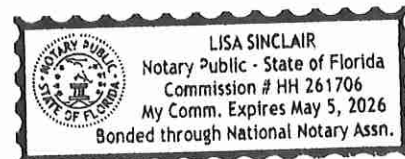
Sworn to and subscribed before me this 22nd day of November, 2023

Personally Known or Produced Identification _____
(Specify Type of Identification)

Signature of Notary *Lisa Sinclair*

(seal)

My Commission Expires May 5, 2026



REFERENCES

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

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

Contact Name Ed Shaughnessy

Business Name Belleair Country Club

Business Address One Country Club Way

Contact Phone 727-461-7171

Contact Email ed@belleaircc.com Other

Information (describe): Dock construction & boat lift installation

INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

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

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

Contact Name Sam Lowrey

Business Name Gulfport Marina LLC- Marine Max

Business Address 6810 Gulfport Blvd S So. Pasadena 33707

Contact Phone 727-228-7672

Contact Email sam.lowrey@marinemax.com Other _____

Information (describe):

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REFERENCES

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

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

Contact Name Bob Lyons

Business Name Sunwest Construction - Multiple projects

Business Address 20001 Gulf Blvd Ste #1 Indian Shores 33785

Contact Phone 727-330-7772

Contact Email bob@sunwestconstructionllc.com Other

Information (describe):

INSURANCE REQUIREMENTS

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

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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 Seminole 33708

Contact Phone 727-639-7203

Contact Email davetravis@baypinesmarina.com Other

Information (describe): Dock rebuild & boat lift install

INSURANCE REQUIREMENTS

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

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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 Terry Russell

Business Name Harborside Boat Club Madeira Beach

Business Address 20001 Gulf Blvd #5 Indian Shores 33785

Contact Phone 727-517-6143

Contact Email trussell@krmanagement.com Other

Information (describe): Dock rebuild

INSURANCE REQUIREMENTS

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

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INDEMNIFICATION

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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

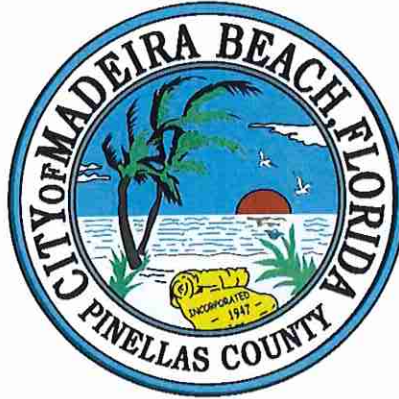
Respondents shall comply with all applicable local, state, and federal laws and codes.

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:
 - Concisely state the “CONTRACTOR”’s understanding of the RFP.
 - Include additional relevant information not requested elsewhere in the RFP.
 - 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.
 - 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.
 - Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
 - Exhibit B Drug Free Workplace Certificate – Signed and completed.

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Douglas Speeler Jr

Name of Person Submitting Proposals Douglas Speeler Jr

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments here to attached. The "CONTRACTOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Madeira Beach to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "CONTRACTOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
<u>#1</u>	<u>11/2/2023</u>
<u>#2</u>	<u>11/16/2023</u>
<u>#3</u>	<u>11/20/2023</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 11/22/23

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 Speeler Jr
Contractor/ "CONTRACTOR"- Printed Name


Signature

Patriot Park Dock Replacement
Project Name

11/22/23
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 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).

NO 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.

NO 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.

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 Speeler Jr Title: President
Signature: [Signature] Date: 11/22/23
State of: Pinellas Florida
County of: Pinellas
Sworn to and subscribed before me this 22 day of NOV, 2023

Personally Known [Initials] 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 FORM

Description	UNIT	EST. QUAN.	UNIT PRICE	AMOUNT
West Dock Total Cost	LS	1	\$	\$ 52,225.00
East Dock Total Cost	LS	1	\$	\$ 67,490.00
TOTAL Project cost				\$ 119,715.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$ 119,715.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ _____
One Hundred Nineteen Thousand Seven Hundred Fifteen & 00/100 Dollars

NOTE: All material(rail, top board, bait shelf) and fasteners for handrail to be provided by City of Madeira Beach.
Cost only includes installation of provided materials.

Signature: 

Printed Name: Douglas Speeler Jr.

Date: 11/22/23

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 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 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: 226-61-1431

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

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein. above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit

shall be executed by an authorized agent of the entity or the individual.

[Signature]
Authorized Signature

11/22/23
Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 22 day of Nov, 2023

Personally Known [initials] or Produced Identification _____

(Specify Type of Identification)

[Signature] Signature of Notary

My Commission Expires May 5 2026

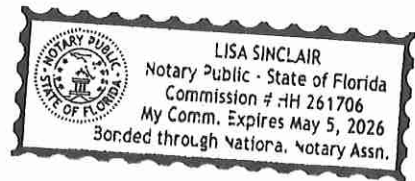


EXHIBIT B
DRUG FREE WORKPLACE CERTIFICATION

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 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 (If the entity has no FEIN,

include the Social Security Number of the individual signing this sworn statement: 266-61-1431

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

 11/22/23
 Date Signed

State of: Florida

County of: Pinellas

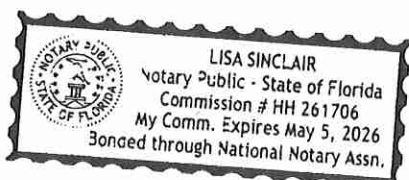
Sworn to and subscribed before me this 22 day of Nov, 2023

Personally Known or Produced Identification _____

(Specify Type of Identification)

 _____ Signature of Notary

My Commission Expires May 5 2026



C-6981

*Speeler, Douglas R
6111 142nd Avenue
Clearwater, FL 33760*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD**

**THIS CERTIFIES THAT Douglas R Speeler Jr
DBA Speeler Foundations Inc**

**HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTYWIDE CERTIFICATE OF COMPETENCY NO.
C-6981**

**AND IS DULY CERTIFIED AS A(N)
Pile Driving Spec Contractor**

**IN GOOD STANDING UNTIL June 30, 2024
DATE OF ISSUANCE 09/20/2023**

*** Please cut out license along lines**

C-8853

*Speeler, Douglas R
6111 142nd Avenue N
Clearwater, FL 33760*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD**

**THIS CERTIFIES THAT Douglas R Speeler Jr
DBA Speeler Foundations Inc**

**HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTYWIDE CERTIFICATE OF COMPETENCY NO.
C-8853**

**AND IS DULY CERTIFIED AS A(N)
Marine Specialty Contractor**

**IN GOOD STANDING UNTIL September 30, 2024
DATE OF ISSUANCE 09/20/2023**

*** Please cut out license along lines**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2023

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

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

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

COVERAGES CERTIFICATE NUMBER: 23-24 w/Auto REN 6/5/23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Marine General Liability <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N10767118	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4268393701	06/05/2023	06/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			N10767155	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCFL3145912023	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Includes USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crew Coverage/Jones Act Contractors Equipment			N10767076	01/01/2023	01/01/2024	Up to 12 Crew See Schedule \$1,000,000

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

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



**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#2023-09
Patriot Park Dock Replacement

If it becomes necessary for Speeler Foundations, Inc. to use drilling in order to reach proper penetration for the docks, there will be a charge of \$750.00 per piling for any poles that must be drilled.

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

Thank you,

Heather Borsh