


# 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: Fender Marine Construction
2. Name of Business (if different than #1): \_\_\_\_\_
3. Form of Entity: Corporation
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):  
8010 Sunport Drive Unit 123 Orlando, FL 32809
5. Date Organized: 10/21/2021
6. Where Organized: Orlando, FL
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. 2 Years under Fender Marine Construction and since 2001 under Cloud 9 Services DBA Fender Marine Construction
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.: WDW Project Echo, Duke Energy Cofferdams, USCG Pier Replacement Port Canaveral
11. List your key personnel available for this contract.: Timothy Abbott

The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

  
\_\_\_\_\_  
Authorized Signature  
11/27/2023  
\_\_\_\_\_  
Date Signed

## NOTARY

State of: Florida

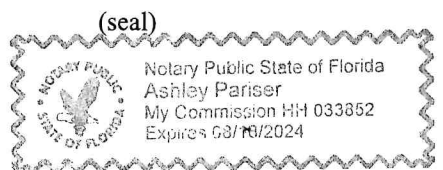
County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known x or Produced Identification Driver's License  
(Specify Type of Identification)

Signature of Notary  \_\_\_\_\_

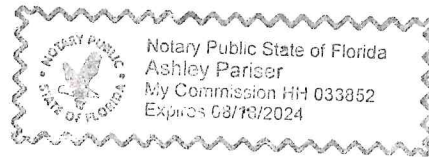
My Commission Expires 08/18/2024





STATEMENT OF QUALIFICATIONS

We Fender Marine Construction understand RFP#09-2023- Patriot Park Dock Replacement. We are proud members of the Florida Marine Contractors Association and have many years of experience completing Marine Construction in a lot of different areas such as: Boat Ramps, Boat Docks, Boat Ramps, Boardwalks, Seawalls, Cofferdams, Pile Driving, etc.



11/27/23

## 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 William Hawthorne

Business Name Toll Brothers

Business Address 2966 Commerce Park Dr. Suite 100, Orlando, FL 32819

Contact Phone 407-345-6008

Contact Email whawthorne@tollbrothers.com Other

Information (describe): Install 578LF of Aluminum Retaining Wall

## 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 USCG FDCC

Business Name USCG FDCC

Business Address Port Canaveral Pier Replacement

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

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

Information (describe): 65' of Pile Rebuild Bulk Head.

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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 Mr. Lentz

Business Name Las Brisas Homeowners Association

Business Address 3001 S Atlantic Ave, New Smyrna Beach, FL 32169

Contact Phone (386) 427-6602

Contact Email fastlan1@bellsouth.net Other

Information (describe): Hurricane Nicole Seal Wall 290LF.

## INSURANCE REQUIREMENTS

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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 Ryan Kornder

Business Name D.H Griffin Wrecking Company

Business Address 2812 Airport Rd, Plant City, FL 33563

Contact Phone 813-365-0601

Contact Email rkornder@dhgriffin.com Other

Information (describe): 650Ft of Cofferdam Removal with 650FT beams.

## INSURANCE REQUIREMENTS

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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 Christian Walker

Business Name Walt Disney World

Business Address 1800 Live Oak Lane Orlando, FL 32830

Contact Phone 407-828-2034

Contact Email christian.s.walker@disney.com Other

Information (describe): Rebuild barge and Marina Pile Driving 18x5 Pipe Pile 12x12 Steel Plates.

## 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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## 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 Fender Marine Construction

Name of Person Submitting Proposals Timothy Abbott

## 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>11/02/2023</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 11/27/2023

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.

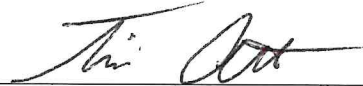
The Contractor shall also purchase any other coverage required by law for the benefit of employees.

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.

Timothy Abbott

\_\_\_\_\_  
**Contractor/ "CONTRACTOR"- Printed Name**



\_\_\_\_\_  
**Signature**

RFP# 2023-09 Patriot Park Dock Replacement

\_\_\_\_\_  
**Project Name**

11/27/2023

\_\_\_\_\_  
**Date**

**The effective date of this Hold Harmless Agreement shall be the duration of this project.**



## SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach  
By Timothy Abbott -Contractor  
(Print individual's name and title)  
for Fender Marine Construction  
(Print name of entity submitting sworn statement)  
whose business address is 8010 Sunport Drive Unit 123 Orlando, FL 32809 and (if applicable) its  
Federal Employer Identification Number (FEIN) is 85-3598296.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).  
 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. \_\_\_\_\_

Authorized Signature

11/27/2023

Date Signed

State of: Florida

County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known x or Produced Identification drivers license

(Specify Type of Identification)

Signature of Notary

My Commission Expires 08/18/2024



**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



November 27, 2023

Megan Wepfer  
City of Madeira Beach  
Public Works Director

Re: Pre-Drill Pile for Patriot Park Dock Replacement

Dear Megan,

We have created the following line item based on Addendum #3 question #5.

5. Add a line item for drilling pilings.

Response: See revised Bid Item List with pile drilling line item added.

Clarifications:

We must be granted access to the site within 80' from the centrepin of the 100-ton Rough Terrain crane to the farthest pile. The crane will be used to lift the auger and leads to pre-drill for the pile.

Our operations may damage the existing concrete, pavement, and some shrubs. We will endeavor to keep the damage to a minimum; however, we have not included the restoration of the concrete, pavement, or landscaping in our proposal.

The total price to mobilize and demobilize equipment necessary to drill the pile is \$46,048.00

The price per pile after mobilization is \$2,314.00

[FenderMarineConstruction.com](http://FenderMarineConstruction.com)  
[sales@FenderMarine.com](mailto:sales@FenderMarine.com)  
P. (407)481-8383

8010 Sunport Drive Suite 123  
Orlando, FL 32809  
[www.fendermarine.com](http://www.fendermarine.com)

**Florida State Certified General Contractor CBC1263789**



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: Fender Marine Construction

Print Name: Timothy Abbott Title: Contractor

Signature *Timothy Abbott* Date: 11/29/2023

State of: Florida

County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

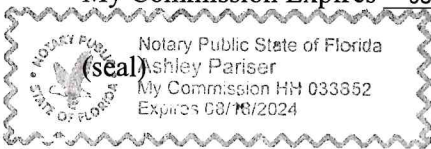
Personally Known  or Produced Identification Drivers License

(Specify Type of Identification)

*Shley Pariser*

Signature of Notary

My Commission Expires 08/18/2024



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	\$ 168,383.50	\$ 168,383.50



East Dock Total Cost	LS	1	\$ 201,160.67	\$ 201,160.67
TOTAL Project cost				\$ 369,544.17

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$ 369,544.17

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ three hundred sixty  
nine thousand five hundred forty four dollars and seventeen cents.

Signature: 

Printed Name: Timothy Abbott

Date: 11/27/2023

**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.

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ABBOTT, TIMOTHY ERNEST**

FENDER MARINE CONSTRUCTION, INC  
8010 SUNPORT DRIVE SUITE 123  
ORLANDO FL 32809

**LICENSE NUMBER: CBC1263789**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2023

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

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


<b>PRODUCER</b> Kelly White & Associates Insurance, LLC 1622 Hickman Road  Jacksonville FL 32216		<b>CONTACT NAME:</b> HOUSE <b>PHONE (A/C No. Ext):</b> 904-880-8881 <b>E-MAIL ADDRESS:</b> kelly@kwhiteinsurance.com <b>FAX (A/C No):</b>	
<b>INSURED</b> Fender Marine Construction, Inc. 8010 Sunport Dr Ste 123 Orlando FL 32809-7898		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> RLI Insurance Co AM Best A+ XI <b>INSURER B:</b> Travelers Property Casualty Company of America <b>INSURER C:</b> RLI Insurance Co AM Best A+ XI <b>INSURER D:</b> American Interstate Ins Co <b>INSURER E:</b> Evanston Insurance Co <b>INSURER F:</b>	
		<b>NAIC #</b> 13056 09011 13056 31895	

**COVERAGES**      **CERTIFICATE NUMBER:** FEND23071710431408      **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			MRP0200198	12/20/2022	12/20/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Protection & Indemnity						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Primary & Non-Contributory						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						R/L Equipment \$ \$300,000
B	<b>AUTOMOBILE LIABILITY</b>			BA6R966879	12/20/2022	12/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			MEX0200071	12/20/2022	12/20/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 25,000						\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			AVWCFL3184172023	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER USL&H 6006F
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution Liab			MKLV2ENV103594	07/10/2023	07/10/2024	Per Occurrence \$1,000,000 General Aggregate \$2,000,000

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

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Fender Marine Construction, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

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

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

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

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

**5** Address (number, street, and apt. or suite no.) See instructions.  
**8010 Sunport Drive Suite 123**

**6** City, state, and ZIP code  
**Orlando, FL 32809**

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

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

8	5	-	3	5	9	8	2	9	6
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ Bonnie Roberts    Date ▶ 3/22/22

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## This Organization Participates in E-Verify

## Esta Organización Participa en E-Verify

# E-Verify



This employer participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S.

If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment.

Employers can only use E-Verify once you have accepted a job offer and completed the Form I-9.

### **E-Verify Works for Everyone**

For more information on E-Verify, or if you believe that your employer has violated its E-Verify responsibilities, please contact DHS.

Este empleador participa en E-Verify y proporcionará al gobierno federal la información de su Formulario I-9 para confirmar que usted está autorizado para trabajar en los EE.UU..

Si E-Verify no puede confirmar que usted está autorizado para trabajar, este empleador está requerido a darle instrucciones por escrito y una oportunidad de contactar al Departamento de Seguridad Nacional (DHS) o a la Administración del Seguro Social (SSA) para que pueda empezar a resolver el problema antes de que el empleador pueda tomar cualquier acción en su contra, incluyendo la terminación de su empleo.

Los empleadores sólo pueden utilizar E-Verify una vez que usted haya aceptado una oferta de trabajo y completado el Formulario I-9.

### **E-Verify Funciona Para Todos**

Para más información sobre E-Verify, o si usted cree que su empleador ha violado sus responsabilidades de E-Verify, por favor contacte a DHS.

**888-897-7781**

**E-Verify.gov**



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English / Spanish Poster

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Fender Marine Construction [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Fender Marine Construction [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

  
\_\_\_\_\_

Print Name: Tim Abbott

Date: 11/27/2023

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11/27/2023 (date) by Timothy Abbott (name of officer or agent, title of officer or agent) of Senior Estimator (name of contractor company acknowledging), a Fender Marine Construction (state or place of incorporation) corporation, on behalf of the corporation. **He/she is personally known to me** or has produced Drivers License (type of identification) as identification.



  
\_\_\_\_\_  
Notary Public

Ashley Pariser  
\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: 08/18/2024



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Florida Profit Corporation  
FENDER MARINE CONSTRUCTION, INC.

### Filing Information

<b>Document Number</b>	P21000089399
<b>FEI/EIN Number</b>	85-3598296
<b>Date Filed</b>	10/12/2021
<b>Effective Date</b>	10/09/2020
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDED AND RESTATED ARTICLES
<b>Event Date Filed</b>	12/13/2021
<b>Event Effective Date</b>	NONE

### Principal Address

8010 Sunport Drive  
Unite 123  
Orlando, FL 32809

Changed: 08/29/2022

### Mailing Address

8010 Sunport Drive  
Unite 123  
Orlando, FL 32809

Changed: 08/29/2022

### Registered Agent Name & Address

FENDER, RICK  
8010 Sunport Drive  
Unite 123  
Orlando, FL 32809

Address Changed: 08/29/2022

### Officer/Director Detail

#### **Name & Address**

Title BOARD of DIRECTORS

FENDER, RICHARD  
8010 SUNPORT DR  
UNIT 123  
ORLANDO, FL 32809

Title CEO

Hallameyer, Christopher T  
8010 Sunport Drive  
Unite 123  
Orlando, FL 32809

Title CFO

Recenello, John  
8010 Sunport Drive  
Unite 123  
Orlando, FL 32809

Title COO

Heatherly , John  
8010 Sunport Drive  
Unite 123  
Orlando, FL 32809

**Annual Reports**

Report Year	Filed Date
2023	01/08/2023
2023	08/15/2023
2023	11/09/2023

**Document Images**

<a href="#">11/09/2023 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/15/2023 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/08/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/29/2022 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/26/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/13/2021 -- Amended and Restated Articles</a>	View image in PDF format
<a href="#">10/12/2021 -- Domestic Profit</a>	View image in PDF format



This sworn statement is submitted to the CITY OF MADEIRA BEACH by Timothy Abbott- Contractor  
[print individual's name and title]

for Fender Marine Construction  
[print name of entity submitting sworn statement]

whose business address is: 8010 Sunport Drive Unit 123 Orlando, FL 32809

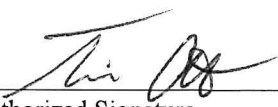
and Federal Employer Identification Number (FEIN) is 85-3598296, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

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

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

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

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

  
\_\_\_\_\_  
Authorized Signature

11/27/2023  
Date Signed

State of: Florida

County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known  or Produced Identification Drivers License

(Specify Type of Identification)

*Ashley Pariser* Signature of Notary

My Commission Expires 08/18/2024



## EXHIBIT B DRUG FREE WORKPLACE CERTIFICATION

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


This sworn statement is submitted to the City of Madeira Beach by Timothy Abbott-Contractor

[print individual's name and title]

for Fender Marine Construction [print name of entity submitting sworn statement]

whose business address is: 8010 Sunport Drive Unit 123 Orlando, FL 32809 and (if

applicable) its Federal Employer Identification Number (FEIN) is 85-3598296 (If the entity has no FEIN,

include the Social Security Number of the individual signing this sworn statement: 

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

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


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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or

- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

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

  
\_\_\_\_\_  
Authorized Signature

11/27/2023  
\_\_\_\_\_  
Date Signed


State of: Florida

County of: Orange

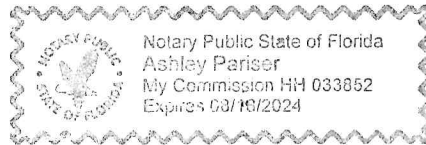
Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known  or Produced Identification Drivers License

(Specify Type of Identification)

  
\_\_\_\_\_  
Signature of Notary

My Commission Expires 08/18/2024







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

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### **Addendum #1**

1. Questions / Clarifications to be posted by 5:00 PM November 16, 202.
  - a. We are waiting on details on the Aluminum handrail.
2. Bid Due November 23, 2023 at 10:00 AM
3. Bid Opening November 23, 2023 at 10:30 AM



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

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## **Addendum #2**

1. Questions / Clarifications to be posted by 5:00 PM November 21, 202.
  - a. We are waiting on details on the Aluminum handrail.
2. Bid Due November 28, 2023 at 10:00 AM
3. Bid Opening November 28, 2023 at 10:30 AM



## City of Madeira Beach

### ADDENDUM #3

A. To the drawings and specifications to Patriot Park Dock Demo / Rebuild, RFP# 2023-09. Revision to the dock ADA compliant handrail.

1. *The handrails and fasteners will be purchased by the City of Madeira Beach through a direct purchase from the manufacturer. The City will coordinate delivery of the handrails to the project site. The Dock contractor will be responsible for installing the handrails on the dock and the fee for handrail installation must be included in the bid price for the construction of the dock.*

B. Submitted Contractor questions:

RFP 2023-09 Patriot Park Dock Reconstruction Per Bid meeting clarifications 10-24-23

1. Have a alternate line item for Aluminum Handrail option  
*Response: See A. above for handrail to be installed by the contractor.*
2. 4x4 with blocking in between  
*Response: See revised dock drawings and specifications, blocking not needed for handrail fastening.*
3. The top handrail is 2x6 not 2x4.  
*Response: Top handrail to be furnished with handrails.*
4. Handrail piling is not notched, bolted all the way through.  
*Response: see revised dock drawings and specifications, piling is not notched.*
5. Add a line item for drilling pilings.  
*Response: See revised Bid Item List with pile drilling line item added.*
6. The city will coordinate the closing of the park and safety fence during the project.  
*Response: The City will fence off a portion of the park to allow the contractor sufficient room to work and provide a laydown area for the duration of the construction of the docks.*

7. Bolt handrails all the way through the pilings  
*Response: See revised Dock drawings, handrails to be through bolted through perimeter stringers.*
8. Install a 4x4 between the seawall and piling to close the gap before the handrail starts.  
*Response: 4 x 4 not needed with new handrail design.*
9. The city will talk with Gator to purchase the materials directly.  
*Response: Aluminum handrails will be furnished by the City.*
10. The City will allow staging on the park property, exact location will be determined at contract negotiations  
*Response: Yes, see above.*
11. Can we switch the decking to 1×6 instead of 2×6?  
*Response: For the bid, please use 2 x 6 decking*
12. Are 10" tip piling necessary? We use 8" tip standard that are a lot less money  
*Response: For the bid, please use 10 inch tip piling*
13. The drawings show a 12" minimum overhang where drop down rail sections are. In some of the spots, it is impossible to do it. The way that drawing is we were wondering if those can be eliminated because they serve no purpose  
*Response: The 12 inch overhang is required to meet ADA compliance. See revised drawings. The decking will need to be trimmed around the railing supports where the deck is extended 12 inches.*

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

## CALENDAR OF EVENTS

- |           |                    |                                   |
|-----------|--------------------|-----------------------------------|
| <b>A.</b> | October 23, 2023,  | Questions due                     |
| <b>B.</b> | November 21, 2023, | Answers / Clarification Posted    |
| <b>C.</b> | November 28, 2023, | Bid Due 10:00 AM at City Hall     |
| <b>D.</b> | November 28, 2023, | Bid Opening 10:30 AM at City Hall |
| <b>E.</b> | December 13, 2023, | Tentative BOC Workshop Discussion |
| <b>F.</b> | January 10, 2024,  | Tentative Bid & Contract award    |



**ATTACHMENTS:**

1. Revised dock plans and specifications drawing.

Handwritten initials 'TA' in the top right corner of the page.



TA

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

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### **Clarification #1**

1. Page 1 (cover sheet) states the bid is due by November 7, 2023. However, the following page states that the bids must be received no later than 10am on November 9, 2023.
  - a. Bids are due Thursday November 9<sup>th</sup> at 10:00 AM.