

SECTION 11. BIDDERS CHECKLIST



Bidder's Checklist RFP# 2023-14 Coastal Groin Restoration

- Proposal Form
- Bid Schedule
- References
- Certificate of Insurance
- Performance Bond
- Contract Agreement
- Proposal Form
- Contractor Profile
- Hold Harmless Agreement
- Sworn Statemen to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form
- Immigration Affidavit certification
- Bidder's Checklist
- Exhibit A Public Contracting and Environmental Crimes Certificate
- Exhibit B Drug Free Workplace Certificate
- Contractor Education & Training
- Coastal Groin List
- Bid Tabulation
- Maps
- Restoration Specifications

SECTION 6. PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Custom Built Marine Construction, Inc

Name of Person Submitting Proposals David Corrigan

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments here to attached. The "CONTRACTOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Madeira Beach to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "CONTRACTOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein." The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Proposal or in the Contract to be entered into; that this Proposal or Contract is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
<u>#1</u>	<u>January 22, 2024</u>
<u>#2</u>	<u>February 2, 2024</u>
<u>#3</u>	<u>February 6, 2024</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific

means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of Madeira Beach "Coastal Groin Restoration"

Signature _____



Date _____

February 6, 2024

RFP Number 2023-14 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.



300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

Addendum #1 to Madeira Beach ITB 2023-14 Coastal Groin Rehabilitation

- The term proposal throughout is changed to bid.
- The initials RFP are changed throughout to ITB.
- The following provision is added to the ITB:

Pursuant to Florida Statutes § 287.05701(3), prospective Bidders are notified that the city will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

- The form of bond included in the solicitation is replaced by the form of Payment & Performance Bond attached to this Addendum #1.
- Notwithstanding the retainage percentage set forth in the solicitation, pursuant to Florida Statutes § 255.078, retainage shall be 5%.
- The Dispute Resolution provision in the ITB is replaced with the following:

RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided below.

No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

Contract Claims and Disputes. After completion of the process set forth above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with the City's Procurement Ordinance and the procedures in the Florida Local Government Prompt Payment Act related to construction services (Florida Statutes § 218.735 through Florida Statutes § 281.76). Unresolved disputes may be subject to an action in circuit court seeking a declaration of rights of the aggrieved party.

- The section entitled Indemnity is replaced with the following:

Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

- The first sentence of § 12 of the Madeira Beach Purchasing Agreement document incorporated into the ITB is deleted.
- Section 13 of the Agreement is replaced by the following:

Notwithstanding any provision of the City's ITB to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

- Section 17 of the Madeira Beach Purchasing Agreement document incorporated into the ITB is revised to read:

The contract between the Parties consists of all Contract Documents, including this Agreement. In the event of any inconsistencies between the Contract Documents, the first listed shall take precedence over the later listed:

- This Agreement
- Any Engineered Plans or Specifications attached to the ITB
- Any addenda issued subsequent to the issuance of the ITB
- The ITB
- The prevailing Bidder's Bid

- A new § 19 of the Madeira Beach Purchasing Agreement document incorporated into the ITB is inserted to read:

Miscellaneous Provisions:

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.
- e. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to City.
- f. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- g. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- h. This Agreement only provides rights and remedies for the City and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- i. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
 - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Contractor.

- j. Immigration Compliance: E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the City.

Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The contractor's contract with City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

- k. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

1. Will this work start 10/24 or is the intention to have it completed by 5/24?

- a. **BEGINNING DATE** : The Contractor shall within ten (10) days after receipt of the Notice of Award and before commencement of any operations hereunder execute the Contract. The Contractor must provide a work schedule and/or commence work within ten (10) days of the Contract signing at the discretion of the City.
 - b. **COMPLETION DATE** : ~~72~~ **270** Days from Commencement of Work. Extension may be awarded at the discretion of the City of Madeira Beach.
2. Please provide referenced drawings, and Geotech report Groin Rehabilitation Construction Plans prepared by Deuel & Associates
 - a. Posted
3. On Items 2.1 and 2.2 is 1 unit of 5,000 sq ft and it's MULTIPIED by 2,300 units and 900 units, respectively? If that is correct, I'm calculating 11,500,000 sq ft (Sea Oats (Uniola paniculate), 1.5' OC) and 4,500,000 sq ft(Bitter Panicgrass (Panicum amarum), 2.5' OC)?
 - a. 5,000 total sq ft with 2,300 plants in that area. Bid is per planted plant. Plants are to be planted 1.5' on center.
4. Can the work start prior to the turtle nesting season, pause during turtle nesting season, and resume after turtle nesting season? Even with multiple crews onsite it is not feasible to construct all the groins before 5/1.
 - a. No work does not have to stop during nesting season we just have to follow the conditions listed in the permits. If work is not completed by May 1st through October 31st.



February 2, 2024

ADDENDUM #2

TO THE DRAWINGS AND SPECIFICATIONS FOR:

ITB 2023-14 COASTAL GROIN RESTORATION

PREPARED BY:

CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FL 33708

THIS ADDENDUM #2 ADDED:

- THE FDEP PERMIT PACKAGE
- PC WATER & NAV PERMIT PACKAGE
- ARMY CORP PERMIT PACKAGE
- STAGING MAP LOCATIONS
- CONTRACTOR'S PAYMENT & PERFORMANCE BOND
- QUESTIONS & ANSWERS.

CLICK THE LINK BELOW TO DEMANDSTAR.
[RFP# 2023-14 Coastal Groin Restoration - DemandStar](#)



300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

Addendum #2 to Madeira Beach ITB 2023-14 Coastal Groin Restoration

1. Can you please post sign in sheet?
 - a. **POSTED**
2. Can you please provide excel version of the Schedule of Values/Bid Tabulation?
 - a. **POSTED**
3. Scope of work says “All materials shall be compatible and shall be manufactured by a single source”. Please clarify.
 - a. **The intent for the single source of the manufactured material to use Vanguard sheeting specified in the construction plans or equal with engineer’s approval. There shall be no mixing of materials from different manufactures. All groins must look the same.**
4. Please confirm the existing concrete panels are to be left in place and or no demo and or repair work is required for existing panels.
 - a. **There may be a couple groins that have panels that are raised above the H pile and will need to be removed. If some panels do need to be removed, the contractor can use the city’s maintenance yard for disposal. Coordination is required with the city prior to any materials being disposed of at the public works yard.**
5. Please confirm budget is \$3,700,000. Have the City funds secured or it is subject to some conditions.
 - a. **The total budget for the project is \$3.5 million and yes funds are secured with a 50% match grant with FDEP.**
6. Please confirm if 270 days is substantial or final completion?
 - a. **270 days final completion.**
7. Please confirm no extra requirement for any type of prevailing wages including and or similar to Davis-Bacon Act are applicable.
 - a. **I have not located any county, state, or local ordinance for Davis Bacon Act so not applicable.**
8. Please confirm substantial completion date is December 31, 2024.
 - a. **December 31, 2024, is expiration date for the FDEP grant, if absolutely needed we can file for an extension. The construction needs to be finished before 12/31/24.**
9. Please confirm turtle nesting season is May 1 through November 30th.
 - a. **Sea Turtle Nesting season is May 1 through October 31st.**
10. Will liquidated damages be applied if construction takes longer due to turtle nesting?
 - a. **We will work with the contractor if there is a delay due to the turtle nesting. We will have someone on site to help document the turtle nesting in the area preventing further construction of the groin. However, the contractor needs to document loss of work time as well.**
11. In case all groins are completed except those with turtle nests around does the City require the contractor to demobilize and re-mobilize after nesting season? Will the cost to re-mobilize be covered by a change order or should be included into original bid?
 - a. **We will work with the contractor if there is a delay due to the turtle nesting. We will have someone on site to help document the turtle nesting in the area preventing further**

construction of the groin. However, the contractor needs to document loss of work time as well.

12. Please confirm parking for contractor employees will be provided by the city free of charge to the contractor.
 - a. **A map has been posted to Demandstar, the contractor will need to coordinate with the city at the pre con meeting and or during the project to ensure ample space is available.**
13. Please confirm regular diesel fuel is allowed to use at the beach for this project. No conditions to use biodegradable or similar products exist.
 - a. **I have not located any county, state or local ordinance stating biodegradable fluids are required. However, if there are any spills by the contractor, or the contractor subs, it will be the responsibility of the contractor for the immediate cleanup and disposal of the contaminated soil.**
14. Drawings sheet 26. Note "Compacted sands between the walls". Please clarify requirement "compacted".
 - a. **The contractor can use hydro-compaction for the sand filler.**
15. Please confirm no export or import of fill is required. Additional sand if required can be beach sand taken at the groin location and no processing of this sand is required before putting it as a fill into the groin. Extra sand from excavation if any can be left on the beach.
 - a. **All sand that is excavated for the project will be used to fill back. No sand shall not be removed from site or trucked in for this project.**
16. "Supplemental Technical Specs" Section IVa STS-02A calls for density testing. Is this related to the "compacted sands between the walls" shown on drawing sheet 26?
 - a. **The compacted sand between the walls will be visible inspected by city's onsite representative and engineer. No density is requirement for the sand it must be consolidated prior to the concrete being placed. However, the concrete must meet the minimum compressive strength of 5000 p.s.i. at twenty-eight (28) days.**
17. Original tech specs call for Vanguard HD, section Iva calls for Vanguard sheet piling Series 400, drawings for Vanguard HD. Please confirm Vanguard HD should be used.
 - a. **Vanguard HD is the correct material to use for this project. In The Technical Section IVa is a miss print, it should be Vanguard HD.**
18. Section 18 original spec call for 3000 psi filler in "CONCRETE". Drawing 26 calls for 5000 psi filler and cap. Please confirm both 5000 psi.
 - a. **The concrete for the cap and filler must meet the minimum compressive strength of 5000 P.S.I. at twenty-eight (28) days.**
19. Please confirm no rebar inside the groins is required. Drawing's sheet 02 note "5. Steel" refers to reinforcing steel and note "4. Concrete" calls for 3" inches of cover in 4.e.
 - a. **No rebar inside of the groins.**
20. Per drawing sheet 26 "typical groin end detail" please confirm 3 only vertical sets of thru rods and plates at the termination? Please confirm this termination applies to both north and south ends of the groin.

Terminates at both ends of the groins. Terminates at both ends of the groins. The quantity of required thru bolts will vary based on exposed height. Bolt spacing to be 24" O.C. max and spaced from the top of the groin to 24" below grade. Bolts to begin 6" below top of sheet.
21. Please provide geotechnical report. Confirm no rock is expected and drilling, excavating of rock and pre-forming of piles should not be included into the bid?
 - a. **No Geotechnical report for this project. No rock is anticipated. There typically is a compacted shell layer that will have to be penetrated.**
22. The bid documents state that submission must be made in person, but can we submit our bid package online via Demand Star?
 - a. **Bid Packages can be submitted electronically via Demandstar and do not require someone physically submit the bid package.**
23. Some of the groins will require substantial excavation of sand to get down to the top of the existing concrete groin. Will the sand need to be placed back to grade at the end of each day and then re-excavated in order to pour the concrete topping?

- a. **Yes, all excavated areas must be filled in and graded at the end of the work day for safety of marine life and pedestrian traffic.**
- 24. Can equipment be stored in the access points overnight and can we block the areas off to the public.
 - a. **No. Equipment is to be stored in the allocated staging areas overnight. See Staging Map Locations document in Addendum #2**
- 25. Concrete Mix Design?
 - a. **The concrete specified in the plans is 5,000 P.S.I. and contractor must submit shop drawing for the concrete design mix you are using for this project.**
- 26. Can the contractor park the equipment fence out on the beach instead of the designated areas?
 - a. **No. All equipment and materials are to be stored in the allocated staging areas overnight. See Staging Map Locations document in Addendum #2. Coordination with staging will be discussed at the pre-construction meeting.**
- 27. Bid Bond %?
 - a. **There is a performance bond. Details are listed on Page 6 of the RFP.**
- 28. Is it possible to reuse the sand from the beach to fill the space inside the sheet piles?
 - a. **Yes, all sand that is excavated for the project will be used to back fill. No sand shall not be removed from site or trucked in for this project.**
- 29. Planting plans area?
 - a. **The planting area will depend on the disturbance during the excavation of the groins. The estimated planting areas were calculated based on the depth of cut and a 2 to 1 sidebank slope.**
- 30. Is 304 stainless steel acceptable for ¾” ss thru bolts, nut and 4”x4” washer?
 - a. **The contractor MUST use 316 SS product for this project.**
- 31. Vanguard sheet pile supplier phone number and email are unresponsive, voicemail is full. Please approve Tidewall and or ShoreGuard by CMI that are readily available? If yes what series are acceptable?
 - a. **The SG-750 is an acceptable alternate.**
- 32. Drawing sheet 26 specified 5000 psi concrete for filler and cap. Please confirm no add mixes required.
 - a. **No additives for this project.**
- 33. Can this STOPAQ solution be added to this project?
 - a. **No.**
- 34. Drawing 02 concrete note 4.N: At what spacing are expansion joints required?
 - a. **Expansion joints to be installed at a maximum of 50’ O.C.**
- 35. Please extend the bid date to 2/22/2024.
 - a. **The bid will be opened on February 8th as scheduled.**
- 36. Will any work zone fencing required to be put up around groins during construction?
 - a. **The area will need to be secured at all times to ensure safety of the beach visitors. It is the contractors responsibility to allow a safe walk path across all groins for beach visitors at all times.**
- 37. Can material and equipment be staged on the beach?
 - a. **No equipment is to be left on the beach overnight.**
- 38. Are there any restrictions to working on the beach?
 - a. **There will be restrictions during nesting season. The conditions are listed in the permit documents posted with Addendum #1.**
- 39. Is there a bid bond required for this project?
 - a. **There is a Performance bond for this project, pg 6 of the RFP list the details.**
- 40. Will a sample insurance certificate be acceptable to submit with the bid that lists the limits in the RFP?
 - a. **Provide Proof of insurance with submittal the selected contractor will need to supply the Certificate of Insurance prior to final approval with the BOC.**
- 41. Are there any requirements for the project schedule to be submitted with the bid?

- a. **No, not at the time of the Bid Opening. We will discuss the project schedule with the selected contractor at the pre-construction meeting which will be held after contract approval from the BOC.**
42. What is intended to be listed in section 14 contractor education and training? Is this intended to be the FL contractor's license number?
a. **Provide any education and training the contractor has that relates to this project.**
43. What is intended to be submitted with the bid in section 15 coastal groin list?
a. **This sheet, Section 15 Coastal Groin List was included in error, please disregard.**
44. Please list documents to be included with the bid.
a. **See Section 1. General Contract Document, Bid Documents list number Bid Item Section 1 – 3 are to be included in the submittal.**
45. Bid tabulation says 5000 PSI concrete is to be used in the filler & cap which agrees with the concrete note 4.F, but section 18 of the specs says the cap is 5000 PSI and the filler is 3000 PSI. Please clarify.
a. **The cap and the filler will be 5,000 P.S.I. for this project.**
46. Other than turbidity barrier, what BMPs is the contractor expected to install and maintain during construction? Silt fence is referenced on drawing 2, but no limits are defined in the plans. Please clarify limits of silt fence installation.
a. **It is the contractor's responsibility to eliminate onsite erosion and sediment transport. It is the contractors choice in determining the appropriate BMP to utilize to prevent erosion and sediment transport.**
47. What reinforcing steel is being referenced on drawing 2? It appears as if the filler & cap concrete do not have any reinforcing steel. Please confirm.
a. **Correct. No rebar for the groins.**
48. Spec section 18: What is the thickness of the 4"x4" plate washer? What grade stainless steel is required for the thru bolts, plate washers, and nuts?
a. **The contractor MUST use 316 SS product for this project and thickness ¼ inch.**
49. Are there any geotechnical borings for this project?
a. **There is no Geotechnical report for this project.**
50. What are the cap jack bolts being referenced in the scope of work?
a. **The reference to cap jack bolts in the scope of work is to state if any bolts used for brackets, formwork, etc for cap installation must be removed and the holes in the sheets are to be repaired. If no fasteners are installed for the cap construction, this note may be ignored.**
51. Will CMI SG-325 (engineering analysis attached) or SG-750 vinyl sheet pile be acceptable alternates to Vanguard HD vinyl sheet pile? Product data sheets are attached for reference.
a. **The SG 750 is an equal sheet to the Vanguard HD, but the SG-325 is not acceptable.**
52. Is there a color preference for the vinyl sheet pile?
a. **Grey**
53. Is Marine General Liability insurance including longshore Harbor Workers compensation required?
a. **Yes**



February 6, 2024

ADDENDUM #3

TO THE DRAWINGS AND SPECIFICATIONS FOR:

ITB 2023-14 COASTAL GROIN RESTORATION

PREPARED BY:

CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FL 33708

CLICK THE LINK BELOW TO DEMANDSTAR.

[RFP# 2023-14 Coastal Groin Restoration - DemandStar](#)



300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

Addendum #3 to Madeira Beach ITB 2023-14 Coastal Groin Restoration

The following questions were submitted on January 25, 2024. The email with questions went to spam and was not discovered until February 5, 2024. Below are the following questions.

1. During the pre-bid walk through it was identified that the width of the H-Pile could be between 16" to 20" and maybe more. On sheet 26 of the drawings at the top right of the page, Typical Groin Plan Detail "B", the distance between sheet piles states "Varies". If the distance between the sheet pile varies based on the width of the H-pile, then the wall will not be a consistent width for the length of the wall as it will vary in width based on the H-pile. Is it the intent of the design to have a varying thickness in the wall or a consistent width in the wall for the length of the sheet pile installation? If it is a consistent width, has that width been determined or will it be determined later?
 - a. The intent is to have a consistent width and the width will be determined at time of construction. Assume 20" for the Bid.
2. A large portion of the existing H-Piles of the existing wall are covered in sand. Can the entire length of the wall be uncovered during construction or is the wall to be uncovered in stages during construction for pedestrian access or some other reason?
 - a. The entire wall can be uncovered as long as pedestrians have a means of traversing the beach in the dry. Note, all holes must be filled and sand rough graded at the end of every workday.
3. Since no pre-bid borings within the construction limits are being provided, can you provide the borings from the previous wall construction or have any insight as to the geologic condition within the footprint of the driven sheet pile that would indicate a difference in soil density?
 - a. There is no geotechnical boring on the beach. The existing H groins were constructed approximately 60 years ago by excavating the sand. At the time of construction, most of the groins were exposed and over time, sand has deposited around the groins to the point where a majority of the groins are buried. During the last groin repair project approximately 8 years ago, a compacted shell layer was discovered approximately 2 to 4 feet below the surface.
4. Do you have and can you provide the as-built drawings of the existing wall?
 - a. The city doesn't have any as-builts of the existing groin. The Deuel & Associates survey in the Bid Set is an actual survey of the groins.
5. Does the city have a supplier for the sand dune plants?
 - a. Yes, <https://earthbalance.com/> Provided the plants for the dune restoration project with Pinellas County.

SECTION 16. BID TABULATION

COMMENTS:

- EXISTING CONCRETE H-PILE AND SLABS TO REMAIN (SIZE VARIES;DEPTH UNKNOWN).
- VINYL SHEET PILE (EACH SIDE OF EXISTING GROINS).
- COMPACTED SANDS BETWEEN WALLS.
- TOP OF PROPOSED SHEET PILE TO BE 6" ABOVE EXISTING GROIN ELEVATION.
- SHEETS - VINYL SHEET PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).
- MEETS FBC 2020 - 7TH EDITION- ANY INCIDENTAL WORK TO RESTORE EXISTING GROINS.

MATERIAL, LINEAR FOOT OF INSTALLED SHEET PILES INCLUDES

1. CONCRETE - 5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE).

2. THRU BOLTS - 3/4" S.S. ALL THREAD WI 4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 36" O.C +/- AT INTERIOR CORRUGATIONS OF BOTH SHEET PILES.

1.0 BID ITEM	MOBILIZATION & SITE PREPARATION	UNIT	EST QTY	UNIT PRICE (\$)	TOTAL(\$)			
1.1	Mobilization	LS	1	1	\$ 301,199.24			
1.2	Maintenance of Traffic	LS	1	1	\$ 11,524.90			
1.3	Erosion Control and Floating Turbidity	LS	1	1	\$ 26,174.90			
Subtotal Mobilization 1.0					\$ 338,899.05			
2.0 BID ITEM	DUNE RESTORATION	UNIT	EST QTY	UNIT PRICE(\$)	TOTAL(\$)			
2.1	Sea Oats (Uniola paniculate), 1.5' OC@ 5,000 SF	EA	2300	7.79	\$ 17,907.13			
2.2	Bitter Panicgrass (Panicum amarum), 2.5' OC@5,000 SF	EA	900	8.16	\$ 7,528.82			
Subtotal Dune Restoration 2.0					\$ 25,435.95			
3.0 Groin#	Linear Feet	9' SHEETS	UNIT PRICE(\$)	12' SHEETS	UNIT PRICE (\$)	15' SHEETS	UNIT PRICE (\$)	TOTAL(\$)
1	153.0 +/-	144	\$ 637.00	9	\$ 787.00			\$ 98,811.00
2	153.0 +/-	153	\$ 637.00					\$ 97,461.00
3	172.6 +/-	153	\$ 637.00	20	\$ 787.00			\$ 113,201.00
4	172.6 +/-	77	\$ 637.00	81	\$ 787.00	15	\$ 937.00	\$ 126,851.00
5	123.0 +/-	6	\$ 637.00	87	\$ 787.00	30	\$ 937.00	\$ 100,401.00
6	241.6 +/-	165	\$ 637.00	77	\$ 787.00			\$ 165,704.00
7	282.0 +/-	120	\$ 637.00	90	\$ 787.00	72	\$ 937.00	\$ 214,734.00
8	232.6 +/-	42	\$ 637.00	156	\$ 787.00	35	\$ 937.00	\$ 182,321.00
9	211.6 +/-	69	\$ 637.00	95	\$ 787.00	48	\$ 937.00	\$ 163,694.00
10	202.6 +/-	53	\$ 637.00	92	\$ 787.00	59	\$ 937.00	\$ 161,448.00
11	162.0 +/-	12	\$ 637.00	92	\$ 787.00	59	\$ 937.00	\$ 135,331.00
12	181.6 +/-	57	\$ 637.00	89	\$ 787.00	36	\$ 937.00	\$ 140,084.00
13	192.0 +/-	105	\$ 637.00	87	\$ 787.00			\$ 135,354.00
14	181.6 +/-	96	\$ 637.00	86	\$ 787.00			\$ 128,834.00
15	192.0 +/-	51	\$ 637.00	96	\$ 787.00	45	\$ 937.00	\$ 150,204.00
16	192.0 +/-	68	\$ 637.00	98	\$ 787.00	27	\$ 937.00	\$ 145,741.00
17	192.0 +/-	109	\$ 637.00	83	\$ 787.00			\$ 134,754.00
18	192.0 +/-	192	\$ 637.00					\$ 122,304.00
19	202.6 +/-	149	\$ 637.00	54	\$ 787.00			\$ 137,411.00
20	192.0 +/-	185	\$ 637.00	8	\$ 787.00			\$ 124,141.00
21	192.0 +/-	134	\$ 637.00	59	\$ 787.00			\$ 131,791.00
22	192.0 +/-	192	\$ 637.00					\$ 122,304.00
Subtotal Groins Restoration 3.0					\$ 3,032,879.00			
Subtotal 1.0-3.0					\$ 3,397,214.00			
Contingency 10%					\$ 339,721.40			
Total Price					\$ 3,736,935.40			



****Over Thirty Years' Experience****

3119 Hammond Road

Fort Pierce, FL 34946

Phone (772)333-2383

Fax (772)333-2390

REFERENCES

Project: L-4 Weir Replacement

Project Location: Palm Coast, FL

Contract Price: \$2,080,140.00

Project Start: Nov. 2022

Project Completion: Sept. 2023

Categories: Weir Demolition, Steel Sheet Pile Installation, Mechanical Channel Dredging, Wier Gates, Concrete Bulkhead, Cast-In-Place Culvert, DEP

Scope of work: Demo and install new steel sheet pile weir with gates with cast-in-place culvert with bulkhead. Stabilize

Prime Contractor: Custom Built Marine Construction Inc.

Contact: Carmelo Morales/ Andrea Murdyk

Phone: 386-987-4758 – ***Email:*** [Carmelo Morales CMorales@palmcoastgov.com](mailto:CMorales@palmcoastgov.com) [Andrea Mudryk AMudryk@palmcoastgov.com](mailto:AMudryk@palmcoastgov.com)

Project: Lake Monroe Wayside Park Boat Ramp Improvements

Project Location: Sanford, FL

Contract Price: \$1,732,645.00

Project Start: Jan. 2023

Anticipated Project Completion: Nov. 2023

Categories: Demo old boat ramp, Precast Concrete Panels, Mechanical Dredging, Cast-In-Place Concrete, Sidewalk, Asphalt, Pile Driving, Floating Dock Installation with Gangways

Scope of work: Boat ramp removal, precast panel installation, subgrade, cast in place panels, channel dredging, pile installation, floating dock installation, sidewalk, swale grading, revetment.

vePrime Contractor: Custom Built Marine Construction Inc.

Contact: Dan Heacock

Phone: 407-665-7116 – ***Email:*** [Heacock, Daniel dheacock@seminolecountyfl.gov](mailto:dheacock@seminolecountyfl.gov)

Project: Rutherford & Lake Wyman Park Improvements Project

Project Location: Boca Raton, FL

Contract Price: \$5,368,056.00

Project Start: Dec. 2022

Anticipated Project Completion: Dec. 2023

Categories: New and Rehabilitation of existing Boardwalk – 2,200 LF, 3,360 LF Kayak Trail Dredging 10' width 4' dredge depth (Hydraulic and Mechanical Dredging), Floating Dock, Shoreline Stabilization

Scope of work: 2,200 linear feet of timber boardwalk with kayak trail dredging, grading, shoreline stabilization

Prime Contractor: Burkhardt Construction, Inc (CMAR).

Contact: CJ Rhody

Phone: 561-291-5589 – ***Email:*** [CJ Rhody cj@burkhardtconstruction.com](mailto:cj@burkhardtconstruction.com)

Project: Wetland Trails Boardwalk
Project Location: Gulf Breeze, FL
Contract Price: \$939,435.00
Project Start: Nov. 2021
Project Completion: Dec. 2022
Categories: Boardwalk, Clear & Grubbing, DEP
Scope of work: 1800 linear feet of timber boardwalk with composite and stainless-steel handrail
Prime Contractor: Custom Built Marine Construction Inc.
Contact: Craig Chamberlain
Phone: 850-712-6087 – **Email:** Cchamberlin@gulfbreezefl.gov

Project: Floridian Basin Seawall and Infill
Project Location: West Palm Beach, FL
Contract Price: \$620,550.65
Project Start: October 2021
Project Completion: April 2022
Categories: Steel Sheet Pile, Concrete cap, King Piles and Batter Piles, Earthwork placement, Dewatering, Riprap
Scope of work: 165 linear feet of steel sheet pile with concrete cap.
Prime Contractor: Custom Built Marine Construction Inc.
Contact: Ev Howard
Phone: 561-837-9820 – **Email:** Ehoward@alonsoandassociates.com

Project: Lake Park Dock Repairs
Project Location: Lake Park, FL
Contract Price: \$150,000.00
Project Start: June 2021
Project Completion: August 2021
Categories: Floating dock repair
Scope of work: Hardware replacement, Timber replacement, and concrete repair
Prime Contractor: Custom Built Marine Construction Inc.
Contact: Steven Bogner
Phone: 561-881-3353 – **Email:** sbogner@lakeparkfl.gov

Project: USCG Sand Key Station - CECOS
Project Location: Clearwater, FL
Contract Price: \$187,485.00
Project Start: May 2021
Project Completion: August 2021
Categories: Pile Driving, Concrete Floating Docks
Scope of work: Floating dock installation.
Prime Contractor: CECOS Group
Contact: Chad Bruckschen
Phone: 866-501-1775 - **Email:** Chad.Bruckschen@cecosgroup.com

Project: Conchy Joe's
Project Location: Jensen Beach, FL
Contract Price: \$122,698.00
Project Start: May 2021
Project Completion: August, 2021
Categories: Pile Installation, Pile Driving
Scope of work: 194 wrapped piles installed.
Prime Contractor: AEGEN
Contact: John Evans
Phone: 772-302-9529 – **Email:** John@aegenconstruction.com

Project: Fisherman's Wharf Boat Ramp
Project Location: Fort Pierce, FL
Contract Price: \$627,905.00
Project Start: Nov. 2020
Project Completion: July 2021
Categories: Boat Ramp, Floating Dock, Fixed Dock, Embankment, Seawall
Scope of work: Installation of Boat ramp & Seawall
Prime Contractor: Custom Built Marine Construction Inc.
Contact: David Corrigan Jr.
Phone: 772-678-9419 – **Email:** Jr@custombuiltmarine.com
DMCE Engineer: Shailesh Patel – Spatel@DMCES.com – 386-795-6721

Project: Fleming Island WWTF Outfall Dock
Project Location: Fleming Island, FL
Contract Price: \$1,043,969.00
Project Start: May 2020
Project Completion: November 2020
Categories: Dock, Ductile Iron Pipe, Clearing Grubbing, Pile Installation
Scope of work: Remove and replace outfall pipe and dock
Prime Contractor: Custom Built Marine Construction Inc.
Contact: David Corrigan Jr.
Phone: 772-678-9419 – **Email:** Jr@custombuiltmarine.com
Clay County Representative: Chris Nazworth – Cnazworth@clayutility.org

Project: Jupiter Reef Club
Project Location: Jupiter, FL
Contract Price: \$570,000.00
Sub-Contractor
Project Start: Jan. 2019
Project Completion: Aug. 10, 2020
Categories: Wave Wall
Scope of work: Installation of concrete sheet panel
Prime Contractor: Walker Contracting Group
Contact: Jason Swanson
Phone: 439-263-7500 – **Email:** jswanson@walkercontractinggroup.com

Project: Sanford Wave Wall
Project Location: Sanford, FL
Contract Price: \$585,212.00
Sub-Contractor
Project Start: May 11, 2020
Project Completion: July 10, 2020
Categories: Wave Wall
Scope of work: Installation of 300 plus linear feet of concrete sheet panel
Prime Contractor: Wharton Smith
Contact: Nelson Marty
Phone: 407-314-8999 – **Email:** nmarty@whartonsmith.com

Project: Cordova Seawall Replacement
Project Location: Ft Lauderdale, FL
Contract Price: \$5,759,237.00
Project Start: Oct 1, 2019
Project Completion: Feb 2, 2021
Categories: Steel Sheet pile & Concrete Cap
Scope of work: Installation of 2,203 linear foot of steel sheet pile & concrete cap
Prime Contractor: Custom Built Marine Construction Inc.
Contact: David Corrigan
Phone: 772-678-9419 – **Email:** jr@custombuiltmarine.com
City Representative: Juan Carlos Samuel – jsamuel@fortlauderdale.gov

Project: Reiter Park
Project Location: Longwood, FL
Contract Price: \$463,000.00
Sub-Contractor
Project Start: Nov 1, 2017
Project Completion: March. 2018 / Currently Under Construction
Categories: Wood Boardwalk
Scope of work: Installation of 12” diam. Wood pilings, wood structure and IPE Decking
Prime Contractor: West Construction
Contact: Matt West
Phone: 561-588-2027 – **Email:** mwest@westconstructioninc.net

Project: Bert Winters Boat Ramp
Project Location: Juno Beach, FL
Contract Price: \$360,000.00
Sub-Contractor
Project Start: Oct. 16,2017
Project Completion: March. 2018 / Currently Under Construction
Categories: Boat Ramp
Scope of work: Demo Existing Boat Ramp, Install Permanent & Temporary Steel Sheet Pile, Dewater, grade, Form, Reinforce & Pour New Concrete Boat Ramp. Install Concrete Piles and Floating Docks
Prime Contractor: Collage Construction
Contact: Dave Trindade
Phone: 561-262-2773 - **Email:** Dmichaeltrindade@gmail.com

Project: C-51 Canal Bank Stabilization
Project Location: West Palm Beach, FL
Contract Price: \$485,000.00
Prime Contractor
Project Start: June 2017
Project Completion: February 13, 2018
Categories: Marine, Steel Sheet Pile, C.I.P Concrete & Rip Rap
Scope of work: Install SSP, Rip Rap & Tremie Pour Concrete
Contact: Octavio Castillo
Phone: 561-682-6920 - **Email:** ocastil@sfwmd.gov

Project: Water Way Park
Project Location: Jupiter, FL
Contract Price: \$2,283,000.00
Sub-Contractor
Project Start: January. 2016
Project Completion: January. 2017
Categories: Sheet Pile, Concrete Cap, Boat Ramp, Floating Docks, Dredging, Boardwalk, Cast in Place Concrete Structures, Erosion Control
Scope of work: Construction of new park facilities including sheet pile, clearing, boat ramp, and float dock.
Prime Contractor: West Construction
Contact: Matt West
Phone: 561-588-2027 - **Email:** mwest@westconstructioninc.net

Project: Clam Pass Boardwalk Repair
Project Location: Naples, FL (Collier County)
Contract Price: \$533,892.00
Prime Contractor
Project start: December. 2015
Project Completion: July. 2017
Categories: Wood Boardwalk Repair
Scope of work: Remove & Replace 12" Diam. Wood Pilings. Replace Hardware, Joists & Beams. Treat 300+ Existing Pilings with Fungicide Treatment and Wrap.
Contact: Margaret Bishop, Collier County Facilities Management/Sr. Project Manager
Phone: 1-239-252-8380 - **Email:** feliciakirby@colliergov.net

Project: Martin County Baffle Box
Project Location: Martin County
Contract Price: \$176,761.00
Prime Contractor
Project Start: September 2015
Project Complete: January 2016
Categories: Stormwater
Scope of work: Install Trench Shoring, Excavate & Remove 60" RCP, Install Nutrient Separating Baffle Box, Reinstall/Connect 60" RCP.
Contact: Greg S Nolte, E.I., Martin County Florida
Phone: 772-221-2380 - **Email:** gnolte@martin.fl.us

Project: Canal Point Pedestrian Bridge
Project Location: Canal Point, Florida (Palm Beach County)
Contract Price: \$210,000.00
Sub-Contractor
Project Start: June 2017
Project Complete: November 2017
Categories: Concrete Pilings
Scope of work: Auger Preformed Pile Holes and Install (4) 18"x 100' & (8) 14"x 50' concrete pilings to support Prefabricated Pedestrian Bridge.
Prime Contractor: West Construction
Contact: Matt West
Phone: 561- 588-2027 - **Email:** mwest@westconstructioninc.net

Project: Pump Station Culvert Pipe Replacement

Project Location: Sunrise, Florida

Contract Price: \$247,335.00

Project Start: October 2016

Project Completed: February 2017

Prime Contractor

Categories: Stormwater

Scope of Work: Install SSP Cofferdam/Trench Shoring, Dewater, Remove Existing 72" CMP and Replace with 72" HDPE, Form, reinforce & Pour New Concrete Headwalls and Place Rip Rap

Contact: Mark Winslow

Phone: 954-572-2390 - **Email:** mwinslow@sunrisefl.gov

Project: Torry Island Marina

Project Location: Belle Glades, Florida

Contract Price: \$463,838.00

Sub-Contractor

Project Start: April 2015

Project Completed: February 2016

Categories: Concrete Piles, Wood Deck & Floating Docks

Scope of work: Install Concrete Pilings, Built Wood Structure w/Wood Decking & Install Floating Dock

Prime Contractor: Collage Construction

Contact: Dave Trindade

Phone: 561-262-2773 - **Email:** dmichaeltrindade@gmail.com

Project: Seminole County Wilderness Boardwalk

Project Location: Sanford (Black Bear Wilderness Area)

Contract Price: \$647,300.00

Sub-Contractor

Project Start: April 2014

Project Completed: December 2016

Categories: Wood Boardwalk w/Trex (Composite Decking)

Scope of Work: Clear & Grub, Install Wood Pilings, Wood Substructure & Railing, Install Trex (Composite Decking)

Prime Contractor: Shoemaker Construction

Contact: Dean Shoemaker

Phone: 407-322-3103 - **Email:** dean@shoemakerconstruction.net



CUSTBUI-04

ERICKSONA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

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

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

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): (407) 788-3000	FAX (A/C, No): (407) 788-7933
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : New York Marine & General Insurance Company		16608
INSURED Custom Built Marine Construction, Inc. 3119 Hammond Road Fort Pierce, FL 34946	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

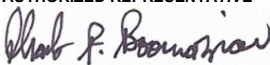
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ML202300002399	2/20/2023	2/20/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AU202300018941	7/19/2023	7/19/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			ML202300002400	2/20/2023	2/20/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	General Liability			ML202300002399	2/20/2023	2/20/2024	P & I/Hull	1,000,000
A	Equipment Floater			IM202300007451	2/20/2023	2/20/2024	Rented/Leased Equip	600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured status is provided to certificate holders when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

BIDDING PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

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

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

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

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

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

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.
2. Vendor shall deliver the goods, or provide the services, described herein no later than _____.
3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$ _____, as full consideration for the goods or services provided hereunder.
5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of _____ months from final delivery, including all parts and labor associated with said repairs.
7. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of _____ months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.
9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000 satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City.
10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.
11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.
12. This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida.
13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.
14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.
15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested.
16. Provision for other agencies: unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments and municipalities the bid prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the

legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

As to Vendor:

As to City
Robin Gomez
City Manager
City of Madeira Beach, Florida
300 Municipal Dr.
Madeira Beach, Florida 33708

17. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

18. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Vendor

CITY OF MADEIRA BEACH, FLORIDA

BY _____

BY _____
ROBIN GOMEZ, CITY MANAGER

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Custom Built Marine Construction Inc.
3119 Hammond Road
Fort Pierce, FL 34946

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

RFP# 2023-14
Coastal Groin Restoration

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of February, 2024



(Witness) Sabrina Butler

(Witness) Stephanie Wall

Custom Built Marine Construction Inc.

(Principal)

(Seal)

By:

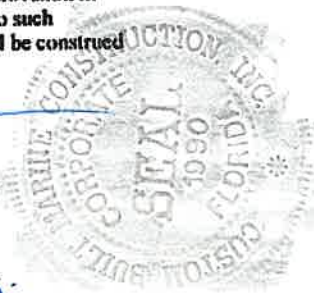
(Title) President David Corrigan

NGM Insurance Company

(Surety)

By:

(Title) Kevin Wojtowicz Attorney-in-Fact





KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Stephanie McCarthy, Jessica Reno, Daniel Oaks, Laura D. Mosholder, Kevin Wojtowicz**_____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Senior Vice President,
General Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loe K. Penite



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

08 day of February, 2024.



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

SECTION 7. "CONTRACTOR" PROFILE

Submitted by (Company Name): Custom Built Marine Construction, Inc

Circle one of the following:

Corporation Partnership Individual Joint Venture

Other Describe: _____ Florida

Contractor License Number: CGC1504917

Expiration Date: August 31, 2024 Unique Entity ID: _____ FEIN: 65-0183422

Office Location: 3119 Hammond Rd Fort Pierc FL 34946

Number of people in your organization: 23

Length of time the Contractor has been doing business under this name in Florida: 33 years.

Length of time your firm has provided services to governmental clients: 33 years.

Under what other name(s) has your firm operated: N/A

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

NO

If yes, Include a detailed explanation. _____

SECTION 8. HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the City of Madeira Beach harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

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

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

David Corrigan
Contractor/ "CONTRACTOR"- Printed Name


Signature

RFP# 2023-14 Coastal Groin Restoration
Project Name

February 6, 2024
Date

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

SECTION 9. SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach

By David Corrigan / President

(Print individual's name and title)

for Custom Built Marine Construction, Inc

(Print name of entity submitting sworn statement)

whose business address is 3119 Hammond Rd Fort Pierc FL 34946 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0183422.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

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



Authorized Signature

February 6, 2024


Date Signed

State of: Florida

County of: St. Lucie

Sworn to and subscribed before me this 6 day of Feb, 2024

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


Signature of Notary Sabrina Butler

My Commission Expires 12/8/25

(seal)

This document must be completed and returned with your submission.



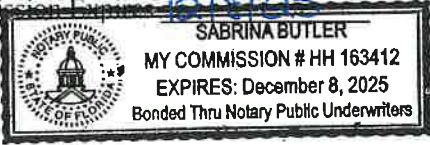
SECTION 10. IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

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

Company Name: Custom Built Marine Construction, Inc
Print Name: David Corrigan Title: President
Signature: [Signature] Date: February 6, 2024
State of: Florida
County of: St. Lucie
Sworn to and subscribed before me this 6 day of Feb, 2024
Personally Known or Produced Identification _____
(Specify Type of Identification)

Signature of Notary Sabrina Butler
My Commission Expires 12/8/25
(seal) 

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. This document must be completed and returned with your submission.

This document must be completed and returned with your submission.

**SECTION 12. EXHIBIT A
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by David Corrigan / President
[print individual's name and title]

for Custom Built Marine Construction, Inc
[print name of entity submitting sworn statement]

whose business address is: 3119 Hammond Rd Fort Pierc FL 34946

and Federal Employer Identification Number (FEIN) is 65-0183422, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____


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

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

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

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

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



Authorized Signature

Date Signed

February 6, 2024

State of: Florida

County of: St. Lucie

Sworn to and subscribed before me this 10 day of Feb, 2024.

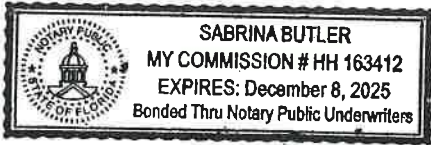
Personally Known X or Produced Identification _____

(Specify Type of Identification)

Sabrina Butler

Signature of Notary

My Commission Expires 12/8/25



This document must be completed and returned with your submission.

**SECTION 13. EXHIBIT B
DRUG FREE WORKPLACE CERTIFICATION**

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

This sworn statement is submitted to the City of Madeira Beach by David Corrigan / President
[print individual's name and title]

for Custom Built Marine Construction, Inc [print name of entity submitting sworn statement]

whose business address is: 3119 Hammond Rd Fort Pierc FL 34946 and (if applicable)

its Federal Employer Identification Number (FEIN) is 65-0183422 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by: Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

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

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

- (1) Such person or entity has made false certification.

- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

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

Authorized Signature

February 6, 2024

Date Signed

State of: Florida

County of: St. Lucie

Sworn to and subscribed before me this 6 day of Feb, 2024

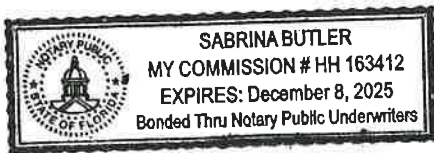
Personally Known X or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

Sabrina Butler

My Commission Expires 12/8/25



This document must be completed and returned with your submission.

SECTION 14. CONTRACTOR EDUCATION & TRAINING

Custom Built Marine Construction, Inc. is a well-established, family-owned business since 1990. Our area of specialization is marine construction projects, and we have built a reputation for delivering projects of any size with unmatched expertise. Our team of professionals has extensive experience in marine construction, including docks, seawalls, marinas, boat ramps, boardwalks, shoreline embankments, and more.

At CBMC, we are General Contractor certified by the Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), and South Florida Water Management District (SFWMD). This ensures that we operate within the bounds of the law and maintain the highest safety and environmental protection standards.

We take pride in delivering high-quality marine construction projects that meet and exceed our client's expectations while maintaining the highest professionalism and expertise.

Name	Education	Tranning
David Corrigan - Owner/President	FAU Construction Management	Safety Award from the USACE
		Pile Driving Specialist
		20 years experience in marine construction
		Certified Welder
Tom Watson - Field Superintendent – Heavy Equipment Operator – Field Safety	High School - 1982	CCO Licensed Crane Operator
		Rigging Certification
		CPR Certification
		Pile Driving Specialist
Drew Baton - Field Superintendent	Mechanic Associated Degree - WYO Tech - Daytona - 2012	CTQP Advance MOT
		SWPPP Certified
		Pile Driving Specialist
Angel Echevarria - Project Engineer / Project Estimator	Polytechnic University of Puerto Rico — Bachelor of Science in Civil Engineering - 2002	ACI Concrete Field Level I
		CTQP Concrete Field Level I
		CTQP Earthwork Construction Level I
		CTQP Earthwork Construction Level II
		CTQP Asphalt Paving Level I
		CTQP Final Estimates Level I
		CTQP Final Estimates Level II
		Advanced MOT / TTC
		APNGA Portable Nuclear Gauge Safety and U.S. D.O.T. Hazmat Certification Class
Construction Filed Inspector since 2002		

SECTION 17. MAPS



PROJECT LOCATION
MADEIRA BEACH GROINS, MADEIRA BEACH, FLORIDA 33708



N

SITE PLAN
 SCALE 1" = 500'

SECTION 18. PILE PROTECTION SYSTEM SPECIFICATION

MATERIALS

SHEETING:

VINYL SHEET Z PILE (VANGUARD HD) (SEE GROIN PROFILES FOR SHEET LENGTHS).

- TENSILE STRENGTH ASTM-D638
- FLEXURAL STRENGTH ASTM-D790
- MODULUS OF ELASTICITY STM-D790
- NOTCHED IZOD IMPACT ASTM-D256
- HEAT DEFLECTION TEMPERATURE ASTM-D648

SHEETS ARE TO BE SET AND DRIVEN FULL LENGTH WITH NO CUTOFFS UNLESS DIRECTED IN WRITING BY THE ENGINEER.

CONCRETE:

5000 PSI (FILLER AND CAP) AT 28 DAYS. (CONCRETE FILLER TO BE POURED TO 2.0' BELOW TOP OF PROPOSED SHEET PILE) CONCRETE FOR THE CAP WILL BE 5000 PSI (MIN.) WITH PEA GRAVEL FOR PUMPING. SLUMP WILL BE IN THE 4"-5" RANGE AT POINT OF PLACEMENT WITH THE CONCRETE VIBRATED. IF THE OWNER/CITY CHOOSES TO REQUIRE TEST CYLINDERS (THE CONTRACTOR WILL ARRANGE FOR 3 CONCRETE CYLINDERS TO BE TAKEN FOR EACH TRUCK BATCH AND TESTED WITH THE RESULTS SENT TO FOSTER CONSULTING (7-DAY, 28-DAY, 1 EXTRA). CAP FORMS WILL BE WOOD OR STEEL OR SIMILAR FORMS USED ON THE BOTTOM OF THE CAP FOR A FULL CONCRETE CROSS-SECTION. THE VOID NEED BETWEEN THE EXISTING SLABS AND NEW SHEETS WILL BE THE POURED WITH 3000 PSI CONCRETE FILLER TO OR NO HIGHER THAN THE BOTTOM OF THE NEW CAP ELEVATION.

BOLTS & ACCESSORIES:

3/4" S.S. ALL THREAD W/ 4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 36" O.C +/- AT INTERIOR CORRUGATIONS OF BOTH SHEET PILES. S.S. THRU BOLT W/ PLATE WASHER AND NUT (EACH END) @ 24" O.C. SPACING TO 2.0' BELOW GRADE.

CERTIFICATION AND MATERIAL TESTS

THE CONTRACTOR SHALL FURNISH A CERTIFICATE TO THE ENGINEER ATTESTING THAT THE MATERIALS MEET ALL THE REQUIREMENTS CONTAINED HEREIN AND THAT THE SYSTEM SUBMITTED HAS BEEN SUCCESSFULLY USED BY CITY, STATE OR FEDERAL AGENCIES FOR A MINIMUM OF FIVE YEARS.

TURBIDITY BARRIERS

THE CONTRACTOR SHALL FURNISH, INSTALL & MAINTAIN TURBIDITY CONTROL BARRIERS AROUND THE WORK AREA AS NECESSARY. THE PURPOSE OF THE BARRIER IS TO AVOID ANY DEBRIS FROM GOING INTO THE MAIN WATERS. THE CONTRACTOR HAS THE OPTION TO ENCLOSE THE ENTIRE WATERSIDE OF THE SITE, WITHIN THE LIMITS OF DISTURBANCE, OR TO INSTALL & MOVE THE BARRIER IN STAGES. THE CONTRACTOR

SHALL MAINTAIN SUCH BARRIERS AT ALL TIMES IN THE AREAS WHERE WORK IS IN PROGRESS UNLESS STRONG CURRENT PREVENTS THEIR DEPLOYMENT.

TURBIDITY BARRIERS TO BE MANUFACTURED IN ACCORDANCE WITH FDOT ROADWAY & TRAFFIC DESIGN STANDARDS INDEX NO. 103.

TECHNICAL ASSISTANCE

THE CONTRACTOR SHALL PROCURE THE MANUFACTURER'S SERVICES TO PROVIDE ONSITE TECHNICAL ASSISTANCE DURING THE INITIAL JACKETING INSTALLATION UNTIL BOTH THE ENGINEER AND THE OWNER ARE SATISFIED WITH THE PROCEDURE.

SHOP DRAWINGS

SHOP DRAWINGS, SHOWING LOCATIONS OF STANDOFF SPACERS, METHOD OF FASTENING JACKET FORM TO PILING, SEALING THE JACKET AFTER INSTALLATION, AND BRACING DURING PLACEMENT OF MATERIALS IN THE ANNULAR SPACE BETWEEN THE JACKET AND THE PILE, SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED FOR APPROVAL PRIOR TO ANY FIELD INSTALLATIONS.

SECTION IVa
TABLE OF CONTENTS
GROIN RESTORATION
CITY OF MADEIRA BEACH
PROJECT No. #

Supplemental Technical Specifications (STS)

These Supplemental Conditions amend or supplement the General Conditions Section III and the Technical Specifications Section IV of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Conditions will have the meaning indicated in the General Conditions. Additional terms used in these Supplemental Conditions have the meaning indicated below, which are applicable to both the singular and plural thereof.

STS-01 includes amendments to the referenced conditions found in Section III General Conditions.

STS-01 REVISIONS TO ARTICLE 6 – CONTRACTORS RESPONSIBILITIES

STS-02 REVISIONS TO ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

STS-03 through STS-08 includes amendments to the referenced conditions found in Section IV Technical Specifications.

STS-03 REVISIONS TO ARTICLE 19 – STORM SEWERS

STS-04 REVISIONS TO ARTICLE 20 – SANITARY SEWERS AND FORCE MAINS

STS-05 REVISIONS TO ARTICLE 33 – STORM MANHOLES, INLETS, CATCH BASINS OR OTHER STORM STRUCTURES

STS-06 REVISIONS TO ARTICLE 37 – AUDIO/VIDEO RECORDING OF WORK AREA

STS-07 REVISIONS TO ARTICLE 38 – EROSIONS AND SILTATION CONTROL

STS-08 REVISIONS to Section IV Article 44 WORK ZONE TRAFFIC CONTROL

STS-09 includes additional conditions that supplement or supersede conditions found in Section IV General Conditions.

STS-09 SECTION 01201 – MEASUREMENT AND PAYMENT (ATTACHED)

STS-10 General Conditions

SECTION IVa

SUPPLEMENTAL TECHNICAL SPECIFICATIONS (STS) - CONSTRUCTION

STS-01 REVISIONS TO SECTION III ARTICLE 6 – CONTRACTORS RESPONSIBILITIES

- A. The Contractor shall provide shop drawings for all components of the proposed improvements. These include, but are not limited to, the following:
- Erosion Control Material
 - Site Work/Environmental Protection
 - Seawall and appurtenances
 - Sand Fill
 - Maintenance of Traffic

STS-02 REVISIONS TO SECTION III ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- A. Add the following to the end of General Condition 13.1 – Tests and Inspections:

Contractor shall employ and pay for the services of an independent testing laboratory to perform density testing on backfilled material. The cost for density testing shall be included in the unit bid price for line-item construction quantities such as road subgrade, base, asphalt, curb and storm pipe construction.

STS-03 to STS-08 Not Included in this Section

STS-09 SECTION 01201 - MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SCOPE

The Contractor shall receive and accept the compensation as provided in the Bidder's Proposal and the Contract in full payment for furnishing all materials, labor, tools, equipment, and for performing all operations necessary to complete the work under the contract, and also in full payment for all loss or damages arising from the nature of the work, or in any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the City.

Work not shown or called out in either the Drawings or the Specifications, but necessary in carrying out the intent of the Project or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described. No additional compensation will be considered for this associated and necessary work.

The prices stated in the Bidder's Proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The Basis for Payment for an item at the unit price shown in the Bidder's Proposal shall be in accordance with the description of the item in this Section.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the costs for any item of work has not been established by the Bidder's Proposal or Measurement and Payment, he shall include the costs for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.2 LUMP SUM QUANTITIES

Contractor shall be solely responsible for determining the quantities of each lump sum pay item necessary to complete the Work includes furnishing all materials, labor, tools, equipment, and for performing all operations necessary, as required by the Contract Documents. When lump sum items are broken into components, the sum of the components shall be the total Contract Price for the Work. The lump sum price stated on the Bidder's Proposal shall constitute full compensation for each lump sum pay item completed in accordance with the drawings and specifications. No other payments will be made to the Contractor except as specifically authorized by change order.

1.3 UNIT PRICE QUANTITIES

All estimated quantities stipulated in the Unit Price portion of the Bidder's Proposal or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for unit price work and materials shall be the actual amount of work done and materials furnished. Contractor agrees that he shall make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts thereof.

1.4 MEASUREMENT AND PAYMENT

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative

to construction of this project, will be made under the pay items listed herein and in accordance with the accepted Bid.

B. Methods of Measurement:

1. Units of measurement shall be defined in general terms as follows:

- a. Lump Sum (LS)
- b. Linear Feet (LF)
- c. Cubic Yards (CY)
- d. Square Yards (SY)
- e. Each (EA)
- f. Square Foot (SF)
- g. Ton (TN)

1.5 BASIS OF PAYMENT

Measurement and payment for each bid item shall include all labor, materials and equipment required to perform the work included for that respective item to provide a complete and operable installation whether specifically described, mentioned or implied. Payment for all sheeting, shoring, bracing, cofferdams, and other items necessary for a safe and workable excavation shall be included in those Items requiring same for a complete and operable installation whether specifically described, mentioned or implied.

1.6 ITEMS INCLUDED BUT NOT SPECIFIED

The unit or lump sum prices designated in the proposal shall include all profit, taxes, labor, overhead, material, equipment, tools, survey staking, utility notification and coordination, resident notification (preparation and distribution of door hangers), towing of vehicles, clearing of right-of-way, protection of existing utilities, rock excavation, shoring, sheeting, removal of pavement, backfill, dewatering, erosion control, surface restoration, extra backfill material as required, stone bedding for storm structures, plugging of existing pipe and structures, excavation materials, replacement of storm piping, concrete encasement, concrete slabs under new backflow devices, record drawing (or "As-Built Survey") preparation and other work incidental thereto and specified in these specifications and on the drawings, all as applicable to the item described unless designated otherwise in the Unit Price Bid Schedule and hereafter specified.

If unsuitable material is found in any location other than within the foundation of any structural feature and/or within the bedding of any pipe/culvert it shall be removed, transported offsite, properly disposed of and replaced (if needed) at no additional cost to the City.

1.7 PAY ITEMS

MOBILIZATION & SITE PREPARATION

Pay Item No. 1.1 – Mobilization, General Conditions, Demobilization

The work specified under this Section consists of preparatory work and operation in mobilizing to begin work on the project, including but limited to those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site(s), and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities as required by these specifications, special provisions, and state and local laws and regulations. Mobilization costs shall also include the costs of preconstruction videotaping, preparation and submission of a Hurricane Preparation Plan, preparation and submission of a Overall Work Plan, all materials, labor and equipment necessary to implement, maintain and remove (once the project is complete). The contract unit price will be on a lump sum unit price. Partial payments will be allowed as outlined below.

PERCENT OF ORIGINAL CONTRACT AMOUNT EARNED	ALLOWABLE PERCENT OF THE LUMP SUM PRICE FOR MOBILIZATION (*)
5	25
10	50
25	75
100	100

Pay Item No. 1.2 Maintenance of Traffic

This Section consists of the maintaining of traffic within limits of the project for the duration of the construction period, in accordance with the requirements of FDOT Section 102 of the "Standard Specifications", as amended herein.

Access for all businesses and residents will need to be always maintained.

No nighttime work will be allowed.

Provisions will be made to provide access to large trucks for pick-up and delivery of materials during the construction period. The Contractor shall furnish, erect, and maintain all necessary traffic control and safety devices, in accordance with the Florida Department of Transportation "ROADWAY AND TRAFFIC DESIGN STANDARDS", applicable edition, and State of Florida's "MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION MAINTENANCE AND UTILITY OPERATIONS", applicable edition, and shall take all necessary precautions for the protection of the work and the safety of the public for duration of the construction period.

A Maintenance of Traffic (MOT) plan shall be submitted to the City, by the Contractor, and approved prior to beginning construction. This plan shall include all necessary signage

and dimensions. Reference the General Notes on the Drawings to view additional Maintenance of Traffic requirements.

The work specified under this Section shall include the furnishing, erection, and maintenance of all temporary traffic barricades of whatever type required, and for such duration as may be required, and shall include all materials and construction necessary for temporary connections and driveway maintenance. The Contract unit price for this item will be a lump sum unit price. Partial payments for maintenance of traffic will be limited to the overall percent of the work completed by the Contractor.

Pay Item No. 1.3 - Erosion Control and Floating Turbidity Barrier

Price shall include payment for all installation, maintenance, removal, and all other incidentals necessary to provide erosion and sediment control (within the project boundaries) as notated on the Drawings, as stated in provided permit documentation and as required by any local, state or Federal code, statute or ordinance. Daily debris removal from right of ways, easements and vehicle use areas, as required by the Drawings, shall be included in this pay item. Payment for this item shall be on a lump sum basis and shall include all necessary equipment, labor and materials to complete this pay item. The Contractor shall receive compensation for this item as stipulated in the below table.

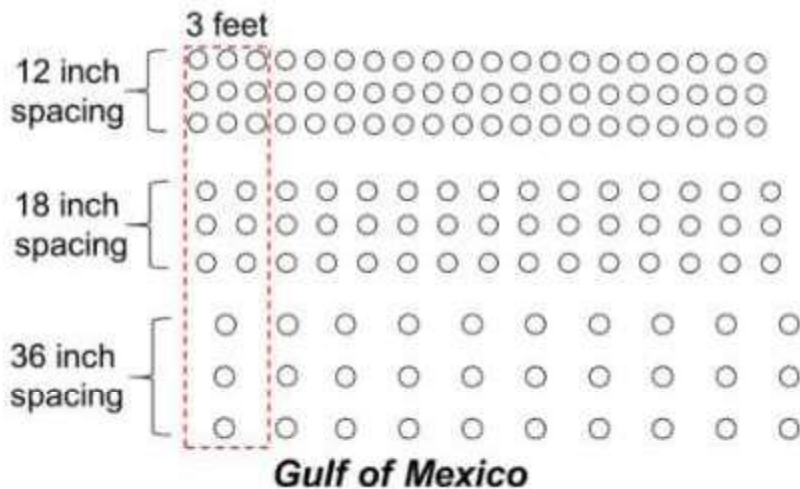
Contractor will be required to install a Turbidity Barrier for the duration of the project.

PERCENT OF ORIGINAL CONTRACT AMOUNT EARNED	ALLOWABLE PERCENT OF THE LUMP SUM PRICE FOR EROSION AND SEDIMENT CONTROL
5	25
10	50
25	75
100	100

DUNE RESTORATION

Pay Item No. 2.1 - Sea Oats

Recommendations for spacing of beach plants vary. For sea oats, place plants from 1 to 5 ft apart depending on plant size and the restoration objective. One strategy is to have a lower density closer to the water and higher density as the planting extends landward (Figure 19). The example shown here places plants about 36 in apart nearest the Gulf and then decreases spacing to 18 in, finally decreasing spacing to 12 in apart at the most landward portion of the planting as the rows of plants move away from the Gulf of Mexico. **Plant size will be what is commercially available.**



An example strategy for spacing of dune restoration plantings. Begin with a lower density and wider spacing closer to the water; end with a higher density and closer spacing as the planting extends landward. Credit: Ashlynn Smith, UF/IFAS

Recommended Planting Depth Dune plants are quite tolerant of deeper burial in the sandy beach soil. In fact, planting too shallow is the most common cause of plant death. The top layer of the quartz sand of the Florida Panhandle dries very quickly after rain. Moisture increases with depth, and deep planting allows the roots to stay in contact with the moisture as they grow into the sand. Sea oats and bitter panicgrass should be planted so that the top of the root ball is at least 6 in below the beach surface. If transplants have short leaves, plant to a depth where at least 3 in of the foliage is above the beach surface. For other beach grasses and herbaceous and woody plants, place the rootball deep enough to access the available soil moisture. Note how the dry sand above the moist sand can easily be identified. This demonstrates how dry the upper 4–6 in of sand can be only 12 hours after a heavy rain.

Payment. The work performed and the materials furnished in accordance with this item and measured as provided will be paid for at the unit price bid for **each item** installed.

Pay Item No. 2.2- Bitter Panicgrass

Spacing: Plant potted plants and bare root plants in staggered rows 2-3 feet apart with plants 2 feet apart in each row. Bury unrooted stems end to end in trenches 4-6 inches deep and 2-3 feet apart leaving the top 6-10 inches of the stem exposed. Plant unrooted cuttings three to a hole in staggered rows 2-3 feet apart with holes 2 feet apart in each row. Depth: Place plants 8-10 inches or deeper in moist soil. **Plant size will be what is commercially available.**

Payment. The work performed and the materials furnished in accordance with this item and measured as provided will be paid for at the unit price bid for **each item** installed.

GROINS

Pay Item No. 3.0 – Construction of Groins

Description. This Item shall govern for furnishing and constructing a vinyl sheet pile retaining wall to hold the surrounding earth and construct to the lines and grades on the plans and in accordance with this item.

Material. All vinyl sheet piling shall be **Vanguard Vinyl** sheet piling Series **400**, or an engineer approved equal meeting the following requirements: The sheet piling shall be UV inhibited, impact modified, weatherable rigid vinyl, and meet the requirements of ASTM D 790, ASTM D 638, ASTM D 4216, and ASTM D 4226. The length of sheet piling furnished shall be as indicated on the plans or as authorized by the Engineer.

Storing and Handling. At all points, suitable precautions shall be taken to prevent breakage, splitting, warping, distortion or any damage that may cause the piling to be rejected. The piling shall be handled with nylon rope slings or by hand.

Cut-Offs. All sheet piling shall be driven to the elevations as shown on the plans. No cutoffs shall be allowed without prior approval of the Engineer.

SUBMITTALS

A. Installation procedures

B. Shop drawings: for sheet piling will be required to be submitted appropriately for approval. The shop drawings shall include:

- a. sheet pile section properties
- b. pieces used to turn all required corners as indicated in the drawings

C. Pile driving equipment: Submit complete descriptions of sheet piling driving equipment, including hammers, power packs, driving helmets, cap blocks, pile cushions, leads, extractors, jetting equipment, and pre-boring equipment at least 30 days prior to commencement of work.

E. Manufacturer and Contractor qualifications.

F. Concrete Cap, fill 2 feet below top of sheet and remove sand as required; tooled the edge dome.

Payment shall be made for materials and WORK specified in connection with the construction of the components of the groins. Estimated quantities of the required materials are included in the bid schedule. Progress payments are based on the units identified in the bid schedule.

The groin connection will be for connection per all details on sheet 26 of 26. Seawall connection construction shall also include but not limited to removal of below grade obstructions, and isolation of excavation to ensure public safety.

STS-10 GENERAL CONDITIONS

- GC.1 Prior to the Notice to Proceed, the contractor shall complete illicit discharge training. This is a new statewide requirement. At least one person who has received the training must be present at the construction site. There are a few options to receive the training:
1. The Florida Department of Environmental Protection is creating an online illicit discharge training program. If this course has been completed, please provide the certification numbers of the applicable personnel.
 2. Other municipalities in Florida have the same requirement. Provide evidence that applicable personnel have received training through another municipality or source.
- GC.2 The Contractor is responsible for all required groundwater testing which includes preliminary water samples to satisfy FDEP permit criteria. These results will be reviewed by the City prior to the commencement of dewatering activities. Any groundwater treatment required as a result of permit sampling for discharge purposes will be directed by and paid for by the City. The Contractor may or may not be involved with treatment should it become necessary.
- GC.3 **No work** will be permitted between the hours of 7 P.M. & 7:30 A.M.
- GC.4 **During turtle Nesting Season conditions stated on the FDEP, ACOE permit conditions.**

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Custom Built Marine Construction Inc	
2 Business name/disregarded entity name , if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	Exemption from FATCA reporting code (if any) _____
<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 3119 Hammond Road	Requester's name and address (optional)
6 City, state, and ZIP code FortPierce,Florida 34946	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
6	5	-	0	1	8	3	4	2	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 01/01/2024
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CASWELL, STEVEN MARK

CUSTOM BUILT MARINE CONSTRUCTION, INC.
3119 HAMMOND RD
FT PIERCE FL 34946

LICENSE NUMBER: CGC1504917

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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