

Project: Bid Schedule - Coastal  
Date: Thu 2/8/24

Legend:

- Task
- Split
- Milestone
- Summary
- Project Summary
- Inactive Task
- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- External Tasks
- External Milestone
- Deadline
- Progress
- Manual Progress

Page 1

**SECTION 2. REFERENCES & QUALIFICATIONS**

Provide at least three or more professional business references with which you have contracted to provide similar services in the past five years. Include the name of the person, their organization and telephone number. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five years.

This section may contain information regarding your firm's ability to complete the project. Demonstrate that the firm's personnel have experience in similar projects. Ensure to list the number of crews that will be available during the project.

City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid proposals as it deems to be in the best interests of the city.

**References**

1. Drew Groff- Paradise Beach Club  
-(321)-313-9770  
- Large seawall project Coastal

2. Town Of Jupiter- Scott Porkorny (561) 693-8506  
17403 Central Blvd  
Jupiter, FL 33458  
-Large Municipal demo and grading project

3. Aruba Condominium Association  
Gerard Gallenberger- (920) 698-2558  
Largest Coastal seawall in Daytona Beach Shores

4. City of Port St Lucie- David Epperson (772) 418-6886  
depperson@cityofpsl.com  
City Wide concrete contract

5. David Townsend (609) 760-9722  
Hobe Sound FL- Large coastal seawall

6. Sandpiper Condominium Satellite Beach FL  
Dolores Melton (904) 651-2074  
Large Coastal Seawall

**SECTION 3. CERTIFICATE OF INSURANCE**

**INSURANCE**

Include in proposal an approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor is insured.

The Contractor must file with the City of Madera Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder with the following minimum coverage:

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

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

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

Owner's and Consultant's Protective Liability.

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

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

**SECTION 4. PERFORMANCE BOND**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2024

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 LIABILITY 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	Kelly White & Associates Insurance, LLC	1622 Hickman Road	Jacksonville	FL 32216
INSURED	BDI Marine Contractors, LLC	11718 SE Federal Hwy #222	Hobe Sound	FL 33455
INSURER A:	Travelers Property & Casualty Company			
INSURER B:				
INSURER C:				
INSURER D:	American Interstate Ins Co			
INSURER E:	Travelers Property & Casualty Company			
INSURER F:				

COVERAGES  
 CERTIFICATE NUMBER: BDM124020609580849  
 REVISION NUMBER:

INSR	TYPE OF INSURANCE	ADD/RSUBR	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE OCCUR <input checked="" type="checkbox"/> Marine Contractor's Legal <input checked="" type="checkbox"/> Marine General Liability			ZOL-16P56162-23-ND	05/22/2023	05/22/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> (Mandatory in NH) DESCRIPTION OF OPERATIONS below
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A WORKERS COMPENSATION <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below			AVWCFL3200332023	08/01/2023	08/01/2024	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 E.L. EACH ACCIDENT \$1,000,000 Includes USL&H
E	Protection & Indemnity			ZOH-16P56174-23-ND	05/22/2023	05/22/2024	\$1,000,000

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/06/2024

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 be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
 Hagar Insurance Agency, Inc.  
 224 S. Old Dixie Hwy # 1  
 Jupiter, FL 33458

**INSURED**  
 BDI Marine Contractors, LLC  
 11718 SE Federal Hwy #222  
 Hobe Sound, FL 33455-5303

**CONTACT:** Hagar Insurance Agency, Inc.  
 NAME: [ ]  
 PHONE No.: 561-575-0092  
 FAX No.: 561-747-3007  
 E-MAIL ADDRESS: [ ]

**INSURER(S) AFFORDING COVERAGE**  
 NAIC # [ ]  
 INSURER A: State Farm Mutual Automobile Insurance Company  
 26178

**INSURER B:** [ ]  
**INSURER C:** [ ]  
**INSURER D:** [ ]  
**INSURER E:** [ ]  
**INSURER F:** [ ]

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.

LT#	INSR	TYPE OF INSURANCE	ADDL SUBRN	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP OP AGG \$ OTHER:
		CLAIMS-MADE <input type="checkbox"/> OCCUR POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC						
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS						COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 1,000,000 1,000,000
		UMBRELLA LIAB CLAIMS-MADE <input type="checkbox"/> OCCUR EXCESS LIAB RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH)						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**  
 City of Madeira Beach  
 300 Municipal Drive  
 Madeira Beach, FL 33708

**AUTHORIZED REPRESENTATIVE**  
 [Signature]

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

**CANCELLATION**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2024

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 LIABILITY 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 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).

Table with 2 columns: PRODUCER (Hagar Insurance Agency, Inc.) and INSURED (BDI Marine Contractors, LLC). Includes contact information and address details.

COVERAGES REVISION NUMBER: CERTIFICATE 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.

Main table with columns: LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF DATE, POLICY EXP DATE, LIMITS, and detailed descriptions of coverages including Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and E.L. Disease - FA Employee.

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

CERTIFICATE HOLDER: City of Madeira Beach, 300 Municipal Drive, Madeira Beach, FL 33708. AUTHORIZED REPRESENTATIVE: [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2024

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 LIABILITY 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 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**  
 Hagar Insurance Agency, Inc.  
 224 S. Old Dixie Hwy # 1  
 Jupiter, FL 33458

**INSURED**  
 BDI Marine Contractors, LLC  
 11718 SE Federal Hwy #222  
 Hobe Sound, FL 33455-5303

**CONTACT** Hagar Insurance Agency, Inc.  
 NAME: Hagar Insurance Agency, Inc.  
 PHONE (A/C, No. Ex): 561-575-0092  
 FAX (A/C, No.): 561-747-3007  
 E-MAIL ADDRESS:  
 INSURER(S) AFFORDING COVERAGE  
 INSURER A: State Farm Mutual Automobile Insurance Company  
 NAIC # 26178  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:  
 INSURER F:

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.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	J37 6593-F-29-59	12/29/2023	12/29/2024	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADVY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ 1,000,000 1,000,000 1,000,000
	AUTOMOBILE LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				ANY AUTO \$ ALL OWNED AUTOS \$ SCHEDULED AUTOS \$ NON-OWNED AUTOS \$ HIRED AUTOS \$
	UMBRLLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				PER STATE \$ PER OTHER \$ AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**  
 City of Madeira Beach  
 300 Municipal Drive  
 Madeira Beach, FL 33708

**AUTHORIZED REPRESENTATIVE**  
 [Signature]

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

**CANCELLATION**

The Bidder shall, if awarded the contract, enter into a written Contract with the City of Madeira Beach, Florida, and furnish a Contract Performance Bond in an amount equal to One Hundred Percent (100%) of the bid for the performance of said Contract. Said Performance Bond shall be furnished within 10 consecutive calendar days after written notice being given of the award of the Contract.

And the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators, jointly and severally, that they will amply and fully protect the said Owner against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents, or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY, WHEREOF, witness the hands and seals of the parties hereto this 7 day of February, 2024.

BDM Marine Contractors LLC

CONTRACTOR

By: \_\_\_\_\_

Stephen Zipp, President

ATTEST: \_\_\_\_\_

WITNESS: \_\_\_\_\_

SURETY

By: \_\_\_\_\_

ATTORNEY-IN-FACT

COUNTERSIGNED: \_\_\_\_\_



401 Edgewater Place, Suite 125/130 Wakefield, MA

February 7, 2024

TO: City of Madeira Beach

300 Municipal Drive  
Madeira Beach, FL 33708

RE: BDI Marine Contractors, LLC

Coastal Groin Restoration RFP# 2023-14

BDI Marine Contractors, LLC has been approved for bonding for single projects in the amount of \$3,500,000. Consideration for larger limits will be evaluated on a case-by-case basis, provided all underwriting conditions have been met. Additional capacity will be considered, upon request.

Naturally, the Surety reserves the right to perform its normal underwriting at the time of any bond request. This process includes (without limitation) review of the relevant contract documents, bond forms, and project financing, and can be significantly impacted by the time frame and circumstances of any given bond request. It should be understood that any arrangement for surety bonds is strictly between the Surety and BDI Marine Contractors, LLC and the Surety has no liability to any party if, at any time, it chooses not to approve a bond for any reason. Additionally, the Surety assumes no liability to you or any third parties by issuance of this letter.

Great Midwest Insurance Company is listed on the U.S. Treasury Department's Listing of Approval Sureties, with an Underwriting Limitation of \$25,931,000, and is rated A- (Excellent), with an asset size of IX, by A.M. Best Company.

Please don't hesitate to contact me with any questions.

Regards,

*Paul Abrams*

Paul Abrams

Assistant Vice President-Contract Surety-SBA

Skyward Specialty Insurance / Great Midwest Insurance

Company – 727-709-4973

pabrams@skywardinsurance.com

**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, 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 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 here to, 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

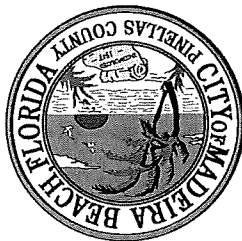
\_\_\_\_\_  
BY \_\_\_\_\_  
ROBIN GOMEZ, CITY MANAGER

\_\_\_\_\_  
NAME, TITLE (typed or printed)

\_\_\_\_\_  
CITY ATTORNEY  
APPROVED AS TO FORM:

\_\_\_\_\_  
CITY CLERK  
ATTEST:

SECTION 6. PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals BDI Marine Contractors, LLC

Name of Person Submitting Proposals Stephen Zippi

**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
1	1/22/2024
2	2/2/2024
3	2/6/2024

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

Date 2/6/2024

Signature



- 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 Madera Beach "Coastal Groin Restoration"

SECTION 7. "CONTRACTOR" PROFILE

Submitted by (Company Name): BDI Marine Contractors, LLC

Circle one of the following:

Corporation

Partnership

Individual

Joint Venture

Other Describe: Florida

Contractor License Number: CGC1528016

Expiration Date: 8/31/2025 Unique Entity ID: FEIN: 83-1324528

Office Location: 354 S Cypress Dr Unit 4 Tequesta, Fl 33469

Number of people in your organization: 45

Length of time the Contractor has been doing business under this name in Florida: 6 years.

Length of time your firm has provided services to governmental clients: 6 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.

Stephen Zippi  
Contractor/ "CONTRACTOR"- Printed Name  
Signature  
RF# 2023-14 Coastal Groin Restoration  
Project Name  
Date  
e/7/24

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 Madera Beach By Stephen Zippl, President

(Print individual's name and title) For BDI Marine Contractors, LLC

(Print name of entity submitting sworn statement)

whose business address is 11718 SE Federal Hwy #222 Hobe Sound, Fl 33455

(Employer Identification Number (EIN) is 83-1324528

and (if applicable) its Federal

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies). X 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 ID ENTITLED 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  
Date Signed 2/17/24

State of: Florida  
County of: Martin

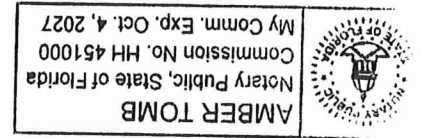
Sworn to and subscribed before me this 7 day of February 2024

Personally Known  or Produced Identification \_\_\_\_\_  
(Specify Type of Identification) Amber Tomb  
Signature of Notary \_\_\_\_\_

My Commission Expires Oct. 4, 2027

(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) submissions. 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: BDI Marine Contractors, LLC

Print Name: Stephen Zippl

Title: President

Signature: 

Date: 2/7/24

State of: Florida

County of: Martin

Sworn to and subscribed before me this 7 day of February, 2024

Personally Known  or Produced Identification

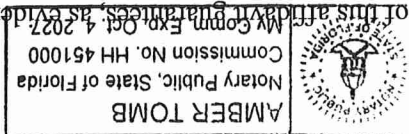
(Specify Type of Identification)

Amber Tomb

Signature of Notary

My Commission Expires 04-11-2027

(seal)



The signer 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 Stephen Zippi, President [print individual's name and title]

for BDI Marine Contractors, LLC

[print name of entity submitting sworn statement]

whose business address is: 11718 SE Federal Hwy #222 Hobe Sound, Fl 33455

and Federal Employer Identification Number (FEIN) is 83-1324528, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

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

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein, above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

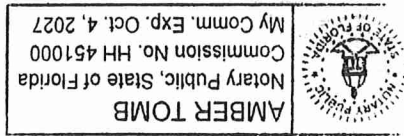
Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or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

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

Type text here

This document must be completed and returned with your submission.

My Commission Expires Oct 4, 2027



(Specify Type of Identification)  
Amber Tomb

Signature of Notary

Personally Known  or Produced Identification

Sworn to and subscribed before me this 7 day of February, 2021

County of: Martin

State of: Florida

Date Signed

Authorized Signature

**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 Stephen Zippl, President [print individual's name and title]

for BDI Marine Contractors, LLC [print name of entity submitting sworn statement]

whose business address is: 11718 SE Federal Hwy #222 Hobe Sound, Fl 33455 and (if applicable)

its Federal Employer Identification Number (FEIN) is 83-1324528 (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.

(3) 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 \_\_\_\_\_  
 Date Signed 2/17/24

State of: Florida  
 County of: Martin

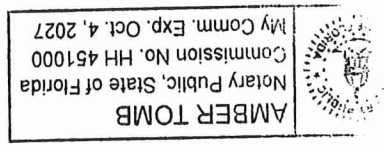
Sworn to and subscribed before me this 17 day of February, 2024

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

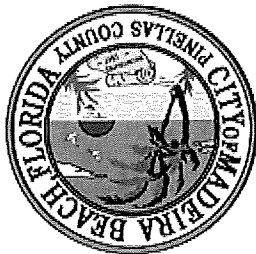
(Specify Type of Identification)  
Amber Tomb

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

My Commission Expires 04.11.2027



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 Statutes, 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

ype

The City of Madeira Beach reserves the right to reject any or all proposals or parts of proposals or to accept any proposal or part thereof deemed to be in the best interest to the City of Madeira Beach. The City of Madeira Beach also retains the right of selecting separate contractors for any particular repair items, if applicable.

SECTION 14. CONTRACTOR EDUCATION & TRAINING

ZIPPI, STEPHEN P

BDI MARINE CONTRACTORS

LICENSE NUMBER: CGC1528016

EXPIRATION DATE: AUGUST 31, 2024

11718 SE FEDERAL HWY

UNIT 222

HOBE SOUND FL 33455

-Gold Coast Schools 2014

~~Business Finance course~~

Trade Knowledge

-Cantsink Helical training 2023  
Certified helical installer

-Patriot Foundation Piles  
Certified pile driving

-Delaware County Community College  
Survey and Mapping



\*Submit copy of this Groin list with your bid. Itemized pricing is required.

**SECTION 15. COASTAL GROIN LIST**

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

---

---

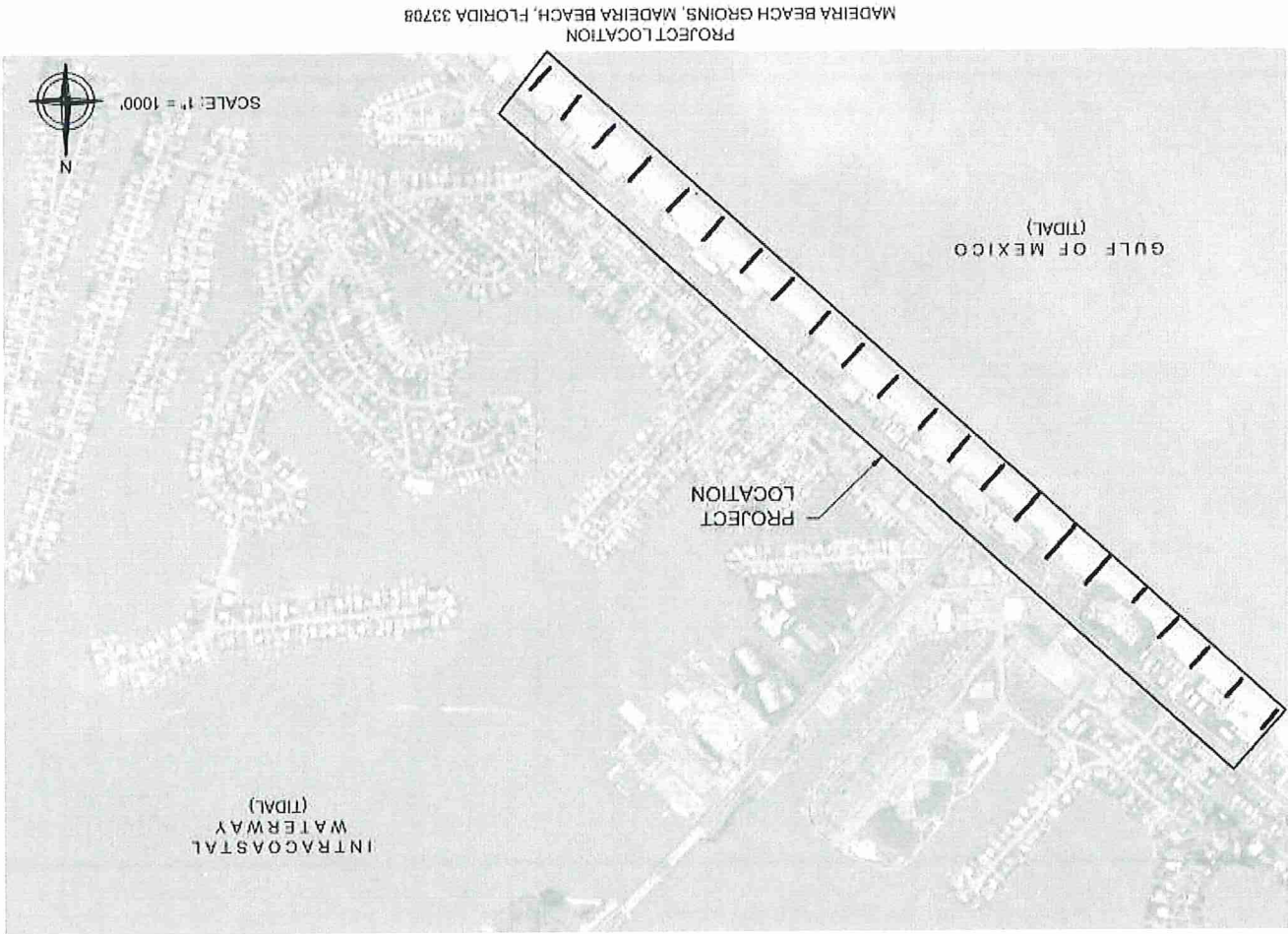


**SECTION 16. BID TABULATION**

•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 THREARD W/4"X4" S.S. PLATE WASHERS AND NUT (EACH SIDE). 3/6" O.C +/- AT INTERIOR CORRUCTIONS OF  
 BOTH SHEET PILES.

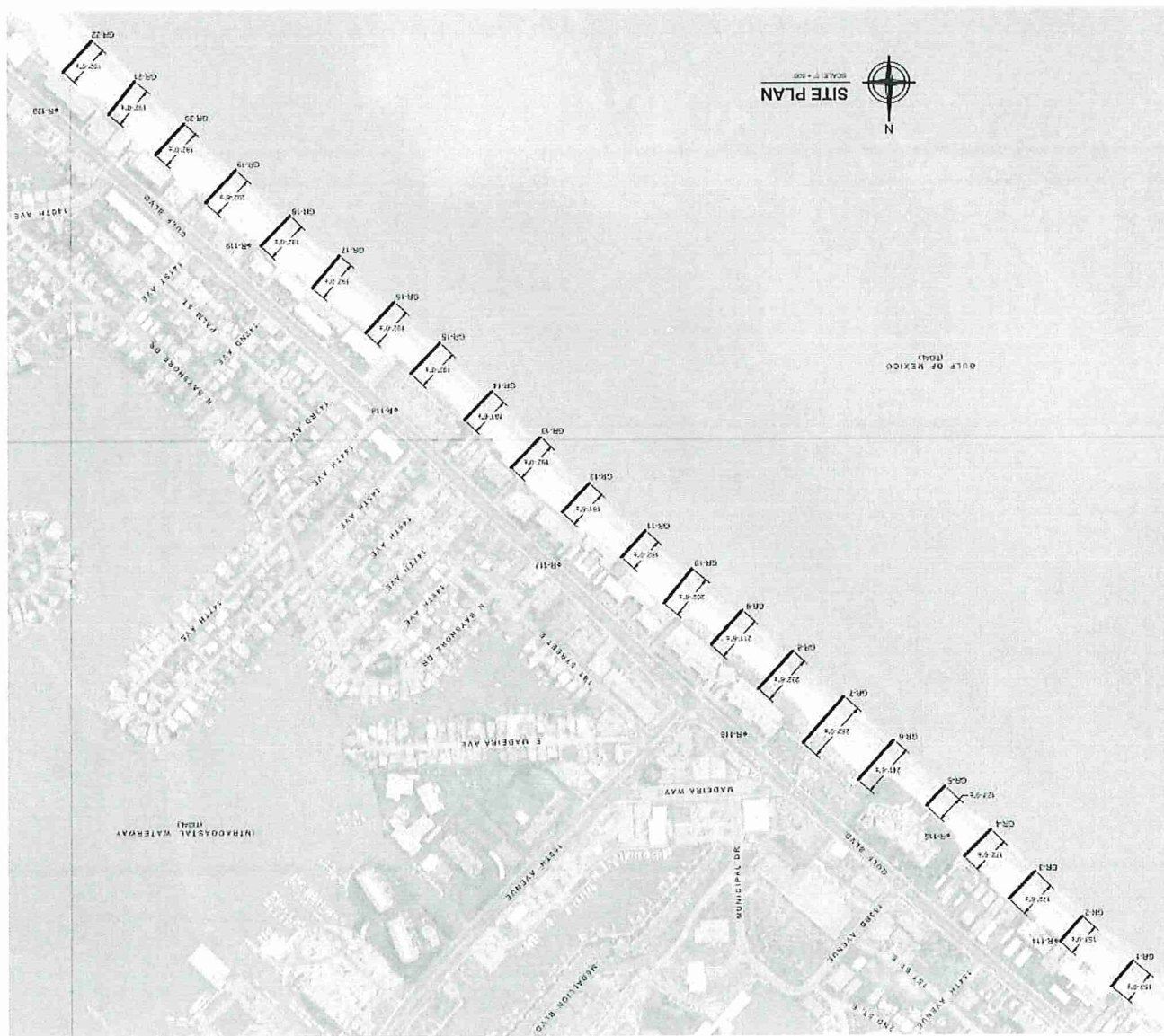
MOBILIZATION & SITE PREPARATION		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)				
1.1	Mobilization	LS	1	\$ 260,000.00	\$ 260,000.00				
1.2	Maintenance of Traffic	LS	1	\$ 30,000.00	\$ 30,000.00				
1.3	Position Control and Floating Turbidity	LS	1	\$ 20,000.00	\$ 20,000.00				
Subtotal Mobilization									
2.0 BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)				
2.1	Sea Oats (Uniola paniculate), 1.5' OC @ 5,000 SF	EA	2,300	4.1	\$ 9,430.00				
2.2	Bitter Panicgrass (Panicum amarum), 2.5' OC @ 5,000 SF	EA	900	3.1	\$ 2,790.00				
Subtotal Dune Restoration									
3.0 Groin #		Linear Feet	9' Sheets	UNIT PRICE (\$)	12' Sheets	UNIT PRICE (\$)	15' Sheets	UNIT PRICE (\$)	TOTAL (\$)
1	153.0 +/-	144	485	9	696	810	-	810	\$ 76,104.00
2	153.0 +/-	153	485	-	696	810	-	810	\$ 74,205.00
3	172.6 +/-	153	485	20	696	810	-	810	\$ 88,125.00
4	172.6 +/-	77	485	81	696	810	15	810	\$ 105,871.00
5	123.0 +/-	6	485	87	696	810	30	810	\$ 87,762.00
6	241.6 +/-	165	485	77	696	810	-	810	\$ 133,617.00
7	282.0 +/-	120	485	90	696	810	72	810	\$ 179,160.00
8	232.6 +/-	42	485	156	696	810	35	810	\$ 157,296.00
9	211.6 +/-	69	485	95	696	810	48	810	\$ 138,465.00
10	202.6 +/-	53	485	92	696	810	59	810	\$ 137,527.00
11	162.0 +/-	12	485	92	696	810	59	810	\$ 117,642.00
12	181.6 +/-	57	485	89	696	810	36	810	\$ 118,749.00
13	192.0 +/-	105	485	87	696	810	-	810	\$ 111,477.00
14	181.6 +/-	96	485	86	696	810	-	810	\$ 106,416.00
15	192.0 +/-	51	485	96	696	810	45	810	\$ 128,001.00
16	192.0 +/-	68	485	98	696	810	27	810	\$ 123,058.00
17	192.0 +/-	109	485	83	696	810	-	810	\$ 110,633.00
18	192.0 +/-	192	485	-	696	810	-	810	\$ 93,120.00
19	202.6 +/-	149	485	54	696	810	-	810	\$ 109,849.00
20	192.0 +/-	185	485	8	696	810	-	810	\$ 95,293.00
21	192.0 +/-	134	485	59	696	810	-	810	\$ 106,054.00
22	192.0 +/-	192	485	-	696	810	-	810	\$ 93,120.00
Subtotal Groins Restoration					\$ 2,491,544.00				
Subtotal 1.0-3.0					\$ 2,813,764.00				
Contingency 10%					\$ 281,376.40				
Total Price					\$ 3,095,140.40				

*AA*



SECTION 17. MAPS

Handwritten signature or initials in blue ink, located in the top left corner of the page.



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). 3/6" O.C +/- AT INTERIOR CORRUPTIONS 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 WATER SIDE OF THE SITE, WITHIN THE LIMITS OF DISTURBANCE, OR TO INSTALL & MOVE THE BARRIER IN STAGES. THE CONTRACTOR

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.

**SHOP DRAWINGS**

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

**TECHNICAL ASSISTANCE**

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.



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



**ZIPPI, STEPHEN P**

BDI MARINE CONTRACTORS

11718 SE FEDERAL HWY

UNIT 222

HOBE SOUND FL 33455

LICENSE NUMBER: CGC1528016

EXPIRATION DATE: AUGUST 31, 2024

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

Do not alter this document in any form.

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





**SECTION 2. REFERENCES & QUALIFICATIONS**

Provide at least three or more professional business references with which you have contracted to provide similar services in the past five years. Include the name of the person, their organization and telephone number. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five years.

This section may contain information regarding your firm's ability to complete the project. Demonstrate that the firm's personnel have experience in similar projects. Ensure to list the number of crews that will be available during the project.

City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid proposals as it deems to be in the best interests of the city.

**References**

1. Drew Groff- Paradise Beach Club  
-(321)-313-9770  
- Large seawall project Coastal

2. Town Of Jupiter- Scott Porkorny (561) 693-8506  
17403 Central Blvd  
Jupiter, FL 33458  
-Large Municipal demo and grading project

3. Aruba Condominium Association  
Gerard Gallenberger- (920) 698-2558  
Largest Coastal seawall in Daytona Beach Shores

4. City of Port St Lucie- David Epperson (772) 418-6886  
depperson@cityofpsl.com  
City Wide concrete contract

5. David Townsend (609) 760-9722  
Hobe Sound FL- Large coastal seawall

6. Sandpiper Condominium Satellite Beach FL  
Dolores Melton (904) 651-2074  
Large Coastal Seawall

BDI will have multiple crews to work on this project, equipped with state of the art pile driving equipment that is owned by BDI.  
Please see attached photographs that demonstrate competency driving vinyl sheet pile.



11718 SE Federal Hwy, Unit 222 Hobe Sound, FL 33455  
561-909-9898  
CGC1528016

To Whom It May Concern,

The team at BDI appreciates the opportunity to provide the Town of Madeira Beach with our bid package. We would like to point out some of the key qualifications that set BDI apart from its competition.

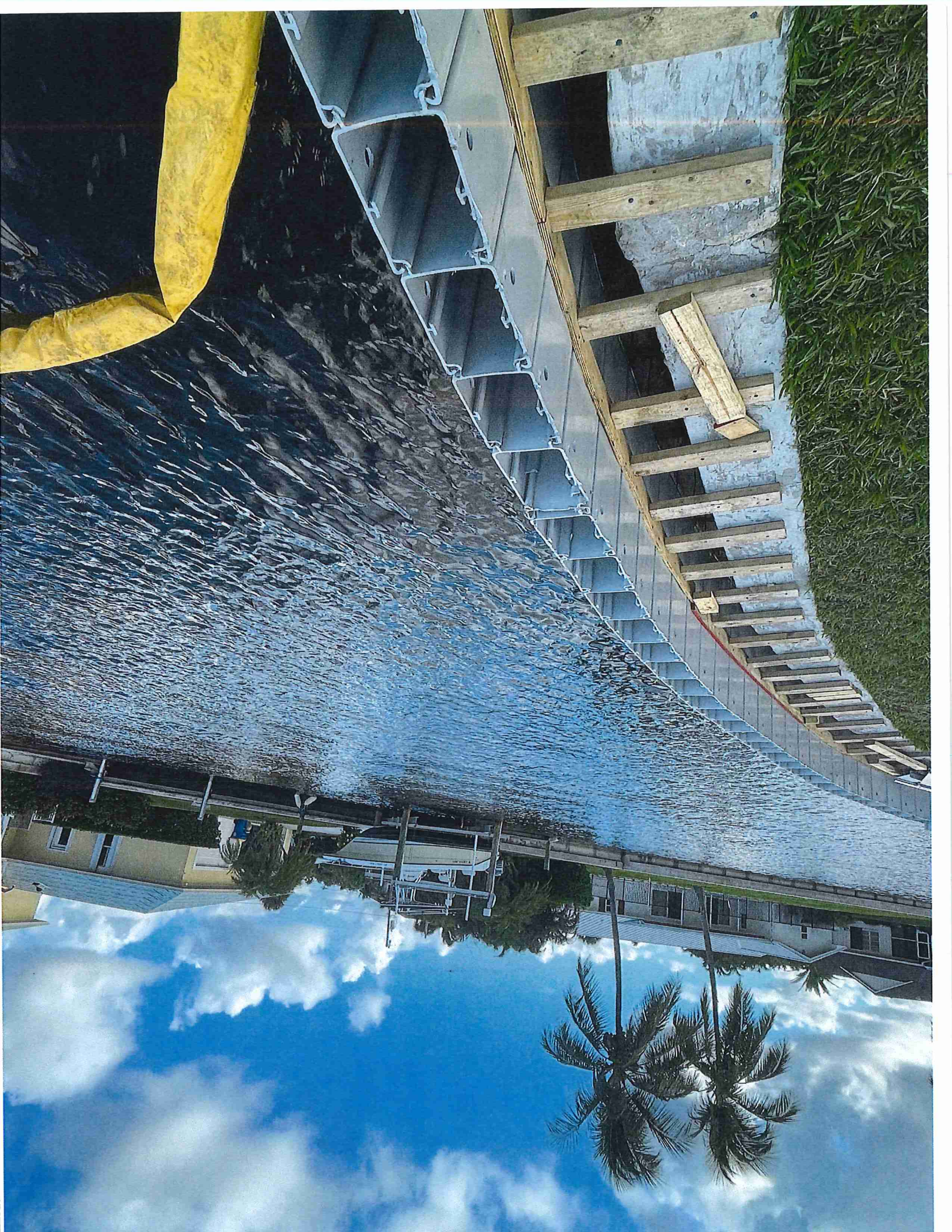
- BDI has staffed over 70 in house employees and completes most jobs in house with no use of subcontractors.
- BDI has a multitude of experience working on land and marine applications with everything in between.
- BDI has extensive coastal front seawall and marine construction experience. Specifically, beach front construction which is different than other types of construction. We understand dealing with winds, waves, tides, waves, shifting sands, and most importantly pedestrian traffic.
- BDI has assisted in many recent projects due to the hurricanes from Daytona Beach down to Satellite Beach.
- BDI owns all of its own equipment and said equipment is less than 3 years old. This eliminates any potential environmental disasters from leaky old equipment.
- BDI has a vast assortment of specialty attachments and tools needed for unknown encounters of different soil conditions and ground obstructions.
- All BDI equipment contains environmentally friendly oils in case of spills or leaks.
- BDI has an extensive team of qualified workers including Project Managers, Foreman, and Superintendents.

We appreciate this opportunity to Bid, please reach out if any additional references or information is needed. We are eager to earn your business.

Sincerely,  
Stephen Zippi, President



① 20 12-08-21 02:00 PM





VOLVO

ECRI45E1

VOLVO

VOLVO

MAINTENANCE & SITE  
CONTRACTORS

SITE  
OILS  
15000

EC220E1

VOLVO



