

City of South Daytona

Parks and Recreation

504 Big Tree Road • South Daytona, FL 32119 • 386/322-3070



MEMORANDUM

To: James L. Gillis, Jr., City Manager

From: Amy Zengotita, CPRP, Parks and Recreation Director

Re: Consideration of awarding the Magnolia Park Decking Replacement project (Bid 22-B-011) to Docks and Dwellings Construction Inc in the amount of \$265,946 as budgeted in the current fiscal year and funded by a 2022 Volusia County ECHO (Environmental, Cultural, Historical, or Outdoor Recreation) Grant.

Date: December 1, 2022

On August 2, 2022, the Volusia County Council approved the City's ECHO Grand Award for \$243,750 for Magnolia Park Improvements. The ECHO grant is designed for Environmental, Cultural, Historical, or Outdoor Recreation projects and provides a fifty percent (50%) match of funds.

The Parks and Recreation Director put an enormous amount of effort into the application knowing how important it was to revitalize this underutilized park. The proposed improvements include the complete replacement of all playground equipment and swings. It also includes the replacement of the entire boardwalk along the pond to maximize accessibility. Enhanced landscaping is scheduled to be installed along with a fence replacement and parking lot improvements. The pond will also be stocked to encourage fishing from the newly installed dock.

To facilitate the timely replacement of this equipment, staff utilized a bid process seeking contractors to replace the decking on the Magnolia Park Docks with WearDeck material.

Although only one bid was received, staff has reviewed and has confirmed that pricing is fair and reasonable.

Staff recommends awarding the Magnolia Park Decking Replacement project (Bid 22-B-011) to Docks and Dwellings Construction Inc in the amount of \$265,946 as budgeted in the current fiscal year and funded by a 2022 Volusia County ECHO Grant.

If the project is awarded, construction is set to begin in early 2023.

The Magnolia Park Playground bid will be brought to Council at the January 2023 Meeting.

Continuing Commitment to Excellence

SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

- ☐ Form 8B: Acknowledgement and Pricing Proposal
- ☐ Form 8C: Drug Free/Tie Preference Statement
- ☐ Form 8D: Public Entity Crimes Statement
- ☐ Form 8E: Anti-Collusion Statement
- ☐ Form 8F: Statement of Vendor Qualifications
- ☐ Form 8G: Professional References for Previous Experience
- ☐ Form 8H: Listing of Subcontractors
- ☐ Form 8I: Required Project Milestones
- ☐ Form 8J: Bid Bond *(if required)*
- ☐ Form 8K: Independent Contractors Agreement
- ☐ Attachment: Bid Proposal
- ☐ Copy of License(s)
- ☐ Insurance Certificate
- ☐ Submission of one (1) original marked "ORIGINAL," two (2) copies marked "COPY," and one (1) digital (flash drive) copy.

BY: Docks and Dwellings Construction Inc.
Name of Business


Authorized Signature

Daniel Mosker President
Printed Name and Title

10/10/22
Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal**

PROJECT IDENTIFICATION: Magnolia Park Decking Replacement

BID IDENTIFICATION AND NUMBER: BID NO. 22-B-011

THIS BID IS SUBMITTED TO:

CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119

Name of Bidder: Docks and Rellings Construction Inc.

Mailing Address: 617 Fort Florida Point Rd. DelBary, FL 32713

Street Address: 617 Fort Florida Point Rd.

City/State/Zip: DelBary, FL 32713

Phone Number: (386) 216-3620 FAX Number: (____) _____

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: 1 Date: 10/5/22 Addendum Number: _____ Date: _____
Addendum Number: _____ Date: _____ Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 22-B-011, Magnolia Park Decking Replacement," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The LUMP SUM bid total is:

Two hundred sixty five thousand nine hundred forty six Dollars
(In Words)

(In Figures) \$ 265,946

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 10th day of October, 2022

Docks and Dwellings Construction Inc.
(Name of Bidding Firm)

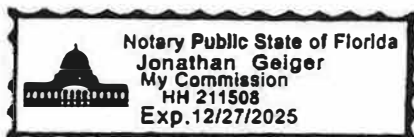
[Signature]
(Signature of person signing form)

Denise Miller, President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or _____ online notarization, this 10th day of October 2022

he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8C: Drug-Free Preference Statement
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IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Docks and Draylings Construction Inc.
(Name of Bidding Firm)

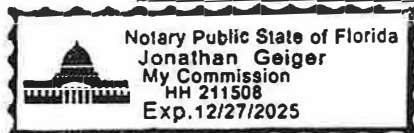
(Name of Bidding Firm)

(Signature of person signing form)

Dennis Miller, President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 10th day of October, 2022 he/she is personally known to me or has presented _____ as identification.




Notary Public
My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8D:
Public Entity Crimes Statement

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal or Contract No. 22-B-011 for Magnolia Park Decking Replacement. This sworn statement is submitted by Docks and Dwellings Construction Inc. whose business address is 617 Fort Florida Point Rd. DeBary, FL 32713 and (if applicable) its Federal Employer Identification Number (FEIN) is 83-1145502. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Dennis Mulder and my relationship to the entity named above is President
(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an 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, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(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 let 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.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Docks and Dwellings Construction Inc.
(Name of Bidding Firm)


(Signature of person signing form)

Donna Miller
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or _____ online notarization, this 10th day of October, 2022 he/she is personally known to me or has presented _____ as identification.




Notary Public
My Commission Expires: _____


THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8E:
Anti-Collusion Statement**

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.



(Signature of person signing form)



(Printed name and Title of person signing form)

Name of Bidder: Docks and Dwellings Construction Inc.

Address: 617 Fort Florida Point Rd.

City/State/Zip: DeBary, FL 32713

Phone Number: (386) 216-3620 FAX Number: ()

FEIN Number: 83-1145502

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8F:
Statement of Vendor Qualifications

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor.
- (2) Permanent main office address.
- (3) Date organized.
- (4) If a corporation, where incorporated.
- (5) How many years have you been engaged in the contracting business under your present firm or trade name?
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- (7) General character of work performed by your company.
- (8) Have you ever failed to complete any work awarded to you? If so, where and why?
- (9) Have you ever defaulted on a contract? If so, where and why?
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- (11) List your major equipment currently owned or leased.
- (12) Experience in work similar to this type of project.
- (13) Background and experience of the principal members of your organization, including the officers.
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

Docks and Dwellings Construction Inc.

(Name of Bidding Firm)



(Signature of person signing form)

Dennis McKeel, President

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed), and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of October, 2022, he/she is personally known to me or has presented _____ as identification.




Notary Public
My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Magnolia Park Decking Replacement

BID NO. 22-B-011

BID FORM 8F

Docks and Dwellings Construction Inc. Statement of Vendor Qualifications

1. Docks and Dwellings Construction Inc.
2. 617 Fort Florida Point Rd. DeBary, FL 32713
3. 1/1/2018
4. Florida
5. 5 years
6. Current Contracts:
 - a. Hall Dock (Salt Springs, FL) - \$82,000 – Estimated Completion October 2022
 - b. Rawlins Dock (DeLand, FL) - \$48,000 – Estimated Completion November 2022
 - c. Rathburn Dock (DeBary, FL) - \$16,000 – Estimated Completion November 2022
 - d. Burke Dock/Seawall (Sanford, FL) - \$62,000 – Estimated Completion November 2022
 - e. Clerkin Dock (Osteen, FL) - \$50,000 – Estimated Completion December 2022
 - f. Ritcher Dock (Osteen, FL) - \$71,000 – Estimated Completion December 2022
 - g. Brown Dock (Osteen, FL) - \$80,000 – Estimated Completion December 2022
 - h. Stokes Shoreline Stabilization (Deltona, FL) - \$54,000 – Estimated Completion January 2023
 - i. Johnston Dock (DeBary, FL) - \$56,000 – Estimated Completion January 2023
 - j. Roland Dock (Windermere, FL) - \$72,000 – Estimated Completion January 2023
 - k. Burroughs Dock/Seawall (Astor, FL) - \$72,000 – Estimated Completion February 2023
 - l. Thorpe Dock (Astor, FL) - \$52,000 – Estimated Completion February 2023
 - m. Johnson Dock/Seawall (Astor, FL) - \$50,000 – Estimated Completion February 2023
7. Fully licensed and insured marine contractor providing full-service installation of docks, boathouses, seawalls, and shoreline stabilization. Fully licensed and insured general contractor with experience in residential and light commercial projects.
8. Docks and Dwellings has never failed to complete any work awarded.
9. Docks and Dwellings has never defaulted on a contract.
10. Important Projects Completed:
 - a. Damon Dock (New Smyrna Beach, FL) - \$120,000 – Completed May 2020
 - b. Ham Dock (Sanford, FL) - \$92,000 – Completed December 2021
 - c. Tiller Dock (DeBary, FL) - \$96,000 – Completed February 2022
11. Major Equipment Owned:
 - a. 30' x 11' Pile Driving Marine Barge with integrated crane boom
 - b. 24' x 9' Work Platform Pontoon
12. Docks and Dwellings is a licensed marine contractor that self performs all of the marine scope of work. Our crews have an extensive framing background with experience working over water and with marine piles.

13. Principal Organization Members:

- a. **Dennis Mulder (President) – Captains marine barge and responsible for pile setting. Oversees all aspects of construction. 5 years' experience with marine work.**
- b. **Jonathan Geiger (Project Manager) – Oversees all permitting, engineer coordination, and pay applications. 6 years experience in the construction industry including marine, commercial, and residential construction.**
- c. **Jesus Ortiz (Project Foreman) – Responsible for managing framing crews. 5 years' experience with marine work and 10 years' experience in framing/carpentry work.**

BID FORM 8G:
Professional References for Previous Experience

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

Company Name:	Edgewater Condos
City, State:	Deltona, FL
Contact Person:	Rachel Amoroso
Telephone Number:	386-212-6186
Email Address:	edgewater.manager175@gmail.com
Description of Goods or Services provided:	Demo and rebuild (3) sets of boardwalk stairs
Contract Amount:	\$48,000
Start/End Date of Contract:	Start/End: April 2022

Reference 2:

Company Name:	Brett Mueller
City, State:	Deltona, FL
Contact Person:	
Telephone Number:	407-314-9052 407-314-9052
Email Address:	muellerbrett@gmail.com
Description of Goods or Services provided:	Demo existing dock. Build new dock and boathouse
Contract Amount:	\$70,000
Start/End Date of Contract:	Start/End: June 2022

Reference 3:

Company Name:	Kim Cashmer
City, State:	Minneola, FL
Contact Person:	
Telephone Number:	407-697-8586
Email Address:	Kimcashmer@yahoo.com
Description of Goods or Services provided:	Demo existing dock. Reframe dock and boathouse
Contract Amount:	\$40,000
Start/End Date of Contract:	Start /End: January 2022

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8H: Listing of Subcontractors

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1: All work to be performed by Docks and Dwellings

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 2:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 3:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8I:
Required Project Milestones**

The Vendor agrees to complete the required project milestones listed below within the time frame specified.

Milestone #1: Substantial Completion or Milestone
Agreed with City

Required Milestone #1 Completion Time*: 120 Days

Milestone #2: Final Completion or Milestone Agreed with
City

Required Milestone #2 Completion Time*: 180 Days

Required Substantial Completion Time*: 120 Days

Required Final Completion Time*: 180 Days

The Vendor agrees to accept liquidated damages and pay the City **Five Hundred Dollars (\$500)** for each consecutive calendar day, including rain days and holidays, that expires after each of the required project milestone completion times listed above until each are completed or, if no construction milestones are listed, the time specified for final completion until the Work has been fully completed. All milestone completion dates, including substantial and final completion, will be determined solely by the City. The City has the option to retain this amount from the compensation otherwise paid to the Vendor. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Vendor or his/her Surety, then such excess shall be paid to the City by the Vendor or his/her Surety.



(Signature of person signing form)

Dennis M. Ke...
(Printed name and Title of person signing form)

Name of Bidder: Docks and Dwellings Construction Inc.

Address: 617 Fort Florida Point Rd.

City/State/Zip: DeBary, FL 32713

Phone Number: (386) 216-3620 FAX Number: ()

* All completion times listed are consecutive calendar days, including rain days and holidays, that expire from (and including) the date when the Contract Time commences to run as written in the Notice to Proceed.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

NIELSON, MOSHOLDER & ASSOCIATES
A member of Nielson & Company, Inc.
4380 St. Johns Pkwy, Ste. 110, Sanford, Florida 32771
(407) 330-3990 1-888-668-2663 FAX: (407) 330-3949

BID RESULTS

CONTRACTOR: Docks and Dwellings Construction, Inc.

Bid Date: October 20, 2022

Estimated Contract Price: \$ 266,000.

Obligee: City of South Daytona, Florida

Project: Magnolia Park Decking Replacement

****NOTE:** should your bid exceed the above estimate by 10% or greater, we must be notified....

.....In order to maintain accurate records to better serve you, we request your assistance in providing bid results, once they become available.....

Low Bidder	Firm _____	\$ _____
2 nd Bidder	Firm _____	\$ _____
3 rd Bidder	Firm _____	\$ _____
If your bid is not listed above, your bid amount		\$ _____

Thank You & GOOD LUCK!
Sincerely,
Nielson, Mosholder & Associates – Orlando Office

PLEASE RETURN THIS COMPLETED FORM AS SOON AS POSSIBLE.

PLEASE VISIT OUR WEBSITE @ WWW.NIELSONBONDS.COM

**BID FORM 8J:
Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Docks and Dwellings Construction, Inc.
(hereinafter called the Principal) and Arch Insurance Company
(hereinafter called the Surety) are held and firmly bound unto the City of South Daytona, Florida
(hereinafter called the Owner) in the sum of FIVE PERCENT OF PROPOSED BID Dollars
(\$ ---5%---) lawful money of the United States of America, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,
jointly and severally, firmly by these presents:

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City of South Daytona, Florida, for

Magnolia Park Decking Replacement
BID NO. 22-B-011

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the City, and execute a sufficient and satisfactory Contract Bond payable to the City, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 20th day of October, 2022.

Docks and Dwellings Construction, Inc.

(Principal)
By: 

ATTEST:

Arch Insurance Company (Surety)

By: 
Laura D. Mosholder, Attorney-In-Fact &
FL Resident Agent - Inquiries: 407-330-3990

Seal

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL

Charles D. Nielson, Charles J. Nielson, David R. Hoover and Jarrett Merlucci of Miami Lakes, FL (EACH) F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)

John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)

Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

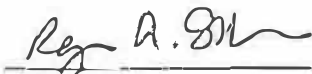
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of April, 2021.

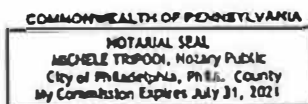
Attested and Certified



Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

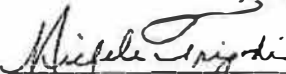


Arch Insurance Company



Stephen C. Ruschak, Executive Vice President



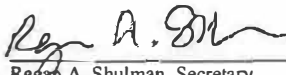


Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney** dated April 28, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20th day of October, 2022.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

Docks and Dwellings Construction Inc. has reviewed and acknowledged this sample contract agreement. Docks and Dwellings Construction Inc. is an independent contractor.

Once awarded, the applicant will enter an Agreement similar to the one below:

STANDARD AGREEMENT FOR SERVICES

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this ____ day of _____, 20__, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and _____, a _____ corporation, whose principal address _____ (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
3. **Provision of Services**
 - a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
 - b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
 - c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
 - d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.
 - e. **Liquidated Damages:** CONTRACTOR is responsible for commencing work under this Agreement within 30 days upon receipt of the Notice of Award and must substantially complete the work not later than 120 calendar days thereafter, and

to fully complete the work within 180 calendar days. The CONTRACTOR shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope of work, or substantial increases in the costs of performing the work under this Agreement.

Liquidated damages will be assessed against Vendor in the amount of \$500.00 per day, for each day after each milestone that the work contemplated is incomplete.

4. Payment.

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. Acceptance of work product, payment, and warranty.

- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. Termination.

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to

CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Parks and Recreation Director Amy Zengotita, 504 Big Tree Road, South Daytona, Florida 32119, 386-322-3070, azengotita@southdaytona.org
- c. CONTRACTOR's Project Manager is: [...].

8. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: _____, Attention: _____

[insert street address], _____
[insert city, state, zip].

9. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an

insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

- i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to

the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.

- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- e. **Independent contractor.**
 - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR.

CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.
- h. **Public records.**
- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
 - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.

- iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD

Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 - c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant

to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

12. **Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.



October 17, 2022

City of South Daytona

1672 South Ridgewood Ave.

South Daytona FL, 32119

Re: Bid No. 22-B-011 – Magnolia Park Decking Replacement

To Whom it May Concern,

Thanks for the opportunity to work with you. After having met with you on the site and discussed your marine construction needs, we are quoting the work per the specifications below.

I know that you are very concerned about having this work performed professionally. One way you can be assured is to do what counties and municipalities do when they need a contractor to perform marine construction. In many cases, they require the **Florida Certified Marine Contractor's License** from any of their bidders.

Contractor must obtain Florida State Marine Contractor License: 61G4-

Specialty Contractor (2) Definition. A marine contractor is a specialty contractor qualified and certified by the board to perform any work involving the construction, repair, alteration, extension and excavation for fixed docks, floating docks, boathouses, mooring devices, mooring fields, seawalls, bulkheads, piers, wharfs, boatlifts, boat ramps, revetments, cofferdams, wave attenuators, dune crossovers and other related marine structures and activities, including pile driving, framing, concrete, masonry, dredge and fill, and wood shingle, wood shakes, or asphalt or fiberglass shingle roofing on a new structure of his or her own construction. Nothing in this rule shall be deemed to restrict or limit in any manner the scope of work authorized by law of other contractor classification. 2. Subsection

(3) shall now read as follows: (3) Certified Marine Contractors must maintain applicable workers' compensation and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshoremen's and Harbor Worker's

Compensation Act, 33 U.S.C.A. S 901 et seq. and Title 46 U.S.C.A. 3. Subsection (4) shall now read as follows: (4) Other certification procedures and fees for certified marine specialty contractors shall be the same as those provided for the certification of other contractors as defined and set forth in Sections 489.109, 489.111, 489.113, 489.114, 489.115 and 489.116 F.S.

Requiring that a Florida State Certified Marine Contractor performs your marine related work is a sure-fire way of making sure that your project is going to be performed by a company that specializes as a Marine Contractor and not just a General or Building Contractor giving Marine Construction their best “try”.

Furthermore, I wanted to let you know about the insurance required for the any marine related work on or adjacent to any body of water in Florida. A Worker's Compensation code of 6006F which includes United States Longshore and Harbor Worker's Act insurance will be required for the work.

Docks and Dwellings Construction, Inc.

617 Fort Florida Point Road

Debary, FL 32713

386-216-3620

docksanddwellings@gmail.com

Florida State Certified Marine Contractor SCC131152677

The scope of work we propose is the following: Mobilize pile to site. Demo and legally dispose of existing deck and framing leaving only the existing marine piles. Reframe deck using marine grade pressure treated lumber. Redeck using WearDeck color TBD by Owner. Replacement of pergola as needed is included. **Exact site plan to be approved by customer before permit submissions.**

- Framing to be all marine grade lumber
- Decking to be WearDeck color TBD
- Bolted and screwed into position with stainless steel hardware to eliminate rust potential completely. All SS torx screws for decking and blocking/framing.
- All labor, equipment and material required to construct the project as described above.
- Engineered detail drawings required for the permits and construction of this scope of work. You would provide us with a recent survey of the property on which our site plan will be based. This may include elevations that your surveyor did not anticipate. They may have to provide additional elevations upon request of permit agencies thru us.
- We have included the local and State permit costs for the work proposed.
- All work to be completed per the project specifications included in the Bid Documents for BID NO. 22-B-011.
- A (1) year warranty on workmanship on the project and the manufacturer's warranty on the materials where applicable.

The following is a list of the items that are specifically excluded from our proposal:

- Any irrigation or landscaping removal, repair or replacement.
- Variance costs if required
- Seawalls.
- Surveys for the project for the site plan, layout and for the asbuilts as required by the permitting authorities are to be provided by you.
- Homeowners Association fees, if necessary
- Any land leases or mitigation fees from the State or Federal government are excluded.
- Paint/Stain (unless included in scope of work)

- Electrical and plumbing work are excluded (unless provided for in scope of work inside this contract) but can be quoted at a later date based on further investigations of the electrical panel and location.
- Any unsuitable material removal or replacement.
- Any furniture or dock boxes are excluded.
- Any item not specifically mentioned above as being included is excluded.

The above described scope of work to be included and excluded along with the pricing and draws listed below constitute the entire agreement. **No verbal directions or changes will be considered as valid unless accompanied by a written change order approved by both parties to this agreement. We can provide change order forms. Any changes must be made in writing as stated above from the contractor not any employee or subcontractor working under Docks and Dwellings Construction.**

As Part of this agreement property owner or his/her agent agrees to our customer conduct policy. Customer must not solicit work not included in this agreement from ANY employee or contractor of Docks and Dwellings Construction on or off site. Customer must approach the contracting agent. Customer also agrees no to engage in a hostile manner with employees of our company. Such behavior voids warranties and deposits. We maintain a professional environment as part of employee retention and safety.

Any work, changes, manipulations, adjustments, additions, deletions, etc. done to any and all Docks and Dwellings Construction, Inc., lift systems and/or portion of their construction projects, by anyone other than a Docks and Dwellings Construction, Inc. employee or representative will void the contract and warranty. There are absolutely no exceptions to this criteria and owner agrees to accept all responsibility and liability associated with any of the above.

Any and all mitigation fees, including but not limited to those fees associated with obtaining permit compliance will be borne by the homeowner/builder and reimbursed to Docks and Dwellings Construction, Inc.

Should the owner choose to utilize their own electrical contractor or perform the electrical work themselves, the electrical work shall not commence until the work included in Docks and Dwellings Construction, Inc.'s contract has been accomplished, the permit has been closed out and the final payment has been received.

You as the Owner are responsible for the operation of your irrigation system during construction. Silt and other deleterious material are stirred up during our jetting. This stirred material may enter the intake of lake fed irrigation systems and may clog the pump and lines. We shall not be responsible for any materials entering the irrigation pump or lines. Please turn your pumps off during construction.

Due to heavy loads of lumber being transported for use on your job, your yard may incur some damage. Specifically, ruts in the sod, accidental leakage on your driveway and/or sod, etc. Therefore, it is requested that any specific instructions concerning the placement of materials, driving of vehicles, etc. be specified to the Project manager at the time of the closing of the contract. Docks and Dwellings Construction, Inc. cannot assume responsibility for damage to your sod or driveway unless specific instructions in writing have been dictated to the Project Manager at the time of execution of the contract.

The deposits taken with this contract are used for the procurement of permitting, including but not limited to County agencies, Municipal agencies, Design Review Boards and other entities involved with the permitting of your project. There is an extensive amount of work and expense associated with the design and permitting stages and therefore, the deposit received with this contract is non-refundable.

Construction Industry Recovery Fund: Payment may be available from the construction industries recovery fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida Law by a state licensed contractor. For information about the recovery fund and filling a claim, contact the Florida Construction Industry licensing Board at the following telephone number and address: Department of Business and professional Regulation, Construction Industry Licensing Board, 7960

**Arlington Expressway, Suite 300, Jacksonville, Florida 32211-7467.
Telephone: (850) 727-3650**

The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida unless otherwise provided in the General contract documents and shall bind and the benefits and advantages shall inure to and be enforceable by the parties. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

If it shall be necessary for either party to this agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this agreement, or under any indemnity provide for in this agreement, the substantially prevailing party on any issue in any such litigation and any appeals there from shall be entitled to recover from the other party, in addition to any damages, interest at a rate of 18% per annum from the date of owing , or other relief granted as a result of such litigation, all reasonable costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.

In the event any term or provision of this agreement shall be held illegal unenforceable or inoperative as a matter of law, the remaining terms and provisions of this agreement shall not be affected thereby and shall remain in full force and effect unless the overall intent of this agreement is substantially defeated by such illegality or lack of enforceability.

Your total investment for this project is: \$265,946

Terms:

Bond Cost/Engineering/Permitting:	\$26,594.60
Demolition Complete:	\$53,189.20
Framing Complete:	\$93,081.10
Decking Complete:	\$79,783.80
Final Completion:	\$13,297.30

Payments for each of the above listed milestones in the work shall be paid to Docks and dwellings Construction within (3) business days of our completion of that milestone. Failure to make the required payments for the milestones listed above within the required time frame may void your warranty at Docks and Dwellings Construction's option.

If you wish to accept this proposal, please sign below:

Accepted by:

Docks and Dwellings Construction, Inc.

Date

Customer Signature

Print Name

Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

GEIGER, JONATHAN

DOCKS AND DWELLINGS CONSTRUCTION INC.
617 FORT FLORIDA POINT RD.
★ DEBARY FL 32713 ★

LICENSE NUMBER: SCC131152677

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at 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.



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

GEIGER, JONATHAN

DOCKS AND DWELLINGS CONSTRUCTION INC.
617 FORT FLORIDA POINT ROAD
DEBARY FL 32713

LICENSE NUMBER: CGC1532043

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2022

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 Mc Lain, Pierce & Associates, Inc. 720 S Park Ave Sanford FL 32771		CONTACT NAME: Amanda Meadows PHONE (A/C, No, Ext): (407) 323-8142 E-MAIL ADDRESS: alm@insurefl.com FAX (A/C, No): (407) 321-4292	
		INSURER(S) AFFORDING COVERAGE INSURER A: CENTURY SURETY CO	NAIC # 36951
INSURED Docks and Dwelling Construction Inc 617 Fort Florida Point Rd Debary FL 32713		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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			726OM4090-00	12/07/2021	12/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <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

CANCELLATION

City of South Daytona 1672 S Ridgewood Ave South Daytona FL 32119	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2022

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 MCLAIN PIERCE & ASSOCIATES INC 720 S PARK AVE SANFORD FL 32771		CONTACT NAME: AMANDA MEADOWS PHONE (A/C, No, Ext): (407) 323-8142 FAX (A/C, No): E-MAIL ADDRESS: ALM@INSUREFL.COM INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED DOCKS AND DWELLINGS CONSTRUCTION INC 617 FORT FLORIDA POINT RD DEBARY FL 327130000 FEIN: 83-1145502		INSURER A: FWCJUA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2210110003

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6G465920	3/10/2022	3/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

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

CERTIFICATE HOLDER

CANCELLATION

City of South Daytona
1672 South Ridgewood Avenue

South Dayton

Phone Number: (386) 322-3000

FL 32119

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

Yusef A. Torrence

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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (6FR13UB-6G46592-0-22)

INSURER: FLORIDA W.C. JUA

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01				
FEIN 831145502 ENTITY CD 001				
DOCKS AND DWELLINGS CONSTRUCTION INC				
617 FORT FLORIDA POINT RD DEBARY, FL 32713 SIC CODE: 1521 NAICS: 236115				
STUMP REMOVAL OPERATIONS - BY SPECIALIST CONTRACTOR & DRIVERS	0106	480	9.01	43
PLUMBING NOC & DRIVERS	5183	1095	3.70	41
CARPENTRY - NOC	5403	IF ANY	6.17	
WALLBOARD INSTALLATION- WITHIN BUILDINGS & DRIVERS	5445	350	5.52	19
CARPENTRY - CONSTRUCTION OF DETACHED ONE- OR TWO-FAMILY DWELLINGS	5645	34029	12.61	4291
MARINE PILE DRIVING, DOCK & SEAWALL, JETTY OR BREAKWATER, DIKE OR REVETMENT CONSTRUCTION-ALL OPERATIONS TO COMPLETION & DRIVERS	6006F	22095	11.09	2450
ARCHITECT OR ENGINEER- CONSULTING	8601	15110	.44	66
CLERICAL OFFICE EMPLOYEES NOC.	8810	IF ANY	.16	

DATE OF ISSUE: 05-25-22 AG

ST ASSIGN: FL

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (6FR13UB-6G46592-0-22)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01 (CONT'D)				
CLERICAL TELECOMMUTER EMPLOYEES	8871	26535	.08	21

EXPERIENCE MODIFICATION: NONE	MODIFIED PREMIUM	\$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			6931
EXPENSE CONSTANT(0900)			160
0.0100 TERRORISM (9740)			10
TIER 2 SURCHARGE			4900
FWCJUA FLAT FEE(9601)			475
FWCJUA MANDATORY DEPOSIT			NONE
TOTAL ESTIMATED PREMIUM			12476
DEPOSIT AMOUNT DUE			12476

DATE OF ISSUE: 05-25-22 AG

ST ASSIGN: FL

Page 2 of 2



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
DOCKS AND DWELLINGS CONSTRUCTION INC.

Filing Information

Document Number P18000059717
FEI/EIN Number APPLIED FOR
Date Filed 07/09/2018
Effective Date 07/09/2018
State FL
Status ACTIVE

Principal Address

617 FORT FLORIDA POINT RD
DEBARY, FL 32713

Mailing Address

617 FORT FLORIDA POINT RD
DEBARY, FL 32713

Registered Agent Name & Address

MULDER, DENNIS
617 FORT FLORIDA POINT RD
DEBARY, FL 32713

Officer/Director Detail

Name & Address

Title President

MULDER, DENNIS
617 FORT FLORIDA POINT RD
DEBARY, FL 32713

Annual Reports

Report Year	Filed Date
2020	01/16/2020
2021	03/16/2021
2022	02/01/2022

Document Images

02/01/2022 -- ANNUAL REPORT	View image in PDF format
11/22/2021 -- Off/Dir Resignation	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
03/04/2019 -- ANNUAL REPORT	View image in PDF format
07/09/2018 -- Domestic Profit	View image in PDF format