

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 Riverfront Floating Dock Repair project (Bid 23-B-003) to Docks and Dwellings Construction in the amount of \$41,750 which will be reimbursable through our city insurance as it was damaged by Hurricane Ian.

Date: February 3, 2023

During Hurricane Ian in September 2022, the floating dock at Riverfront Veterans Memorial Park was severely damaged. The replacement of the dock will be covered by our city insurance.

The city needed to secure a dock contractor to replace the damaged structure. In compliance with our procurement policies, staff published Bid No. 23-B-003 requesting bids to furnish all labor, equipment and material required to replace the dock. The bid specified the construction of a wear deck polymeric floating dock with specialized decking and a polymeric structural lumber frame with aluminum pile rollers. The existing gangway is still in good condition so it will be incorporated into this dock replacement.

Bids were received until Thursday, February 2, 2023, at 2:00pm at which time the submissions were publicly opened.

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

Staff recommends awarding the Riverfront Floating Dock Repair project (Bid No. 23-B-003) to Docks and Dwellings Construction in the amount of \$41,750 which will be reimbursable through our city insurance as it was damaged by Hurricane Ian.

If the project is awarded, construction is set to begin within 30 days and take approximately two months to complete.

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)*
- Independent Contractors Agreement
- Attachment: Bid Proposal
- Copy of License(s)
- Insurance Certificate
- Submission of one (1) original marked "ORIGINAL," one(1) copy marked "COPY," and one (1) digital (flash drive) copy.

BY: Docks and Rullings Construction Inc.
Name of Business


Authorized Signature

Dennis Mulder - President
Printed Name and Title

1/25/23
Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.

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

PROJECT IDENTIFICATION: Floating Dock Replacement at Riverfront Veterans Memorial Park

BID IDENTIFICATION AND NUMBER: BID NO. 23-B-003

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 Dwellings Construction Inc.

Mailing Address: 617 Fort Florida Point Rd, DeBary, FL 32713

Street Address: 617 Fort Florida Point Road

City/State/Zip: DeBary, 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: 1/23/23 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. 23-B-003, Cleaning Services," 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:

forty one thousand and seven hundred fifteen Dollars
(In Words)

(In Figures) \$ 41,715.00

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 23rd day of January, 2023.

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

[Signature]
(Signature of person signing form)

Dennis Mulder - 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 23rd day of January, 2023

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**

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 Dwellings Construction Inc.
(Name of Bidding Firm)

[Signature]
(Signature of person signing form)

Dennis Mulder - 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 23rd day of January, 2023 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 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. 23-B-003 for Floating Dock Replacement at Riverfront Veterans Memorial Park. 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).

X

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 Driveways Construction Inc.

(Name of Bidding Firm)



(Signature of person signing form)

Dennis Mulder - 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 23rd day of January, 2023 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)

Dennis Mulder - President

(Printed name and Title of person signing form)

Name of Bidder: Docks and Ruvellings Construction Inc.

Address: 617 Fort Florida Point Road

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)



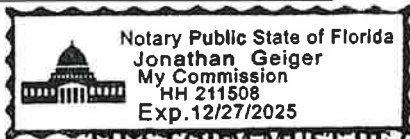
(Signature of person signing form)

Dennis Mulder - 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 23rd day of January, 2023, 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.

Floating Dock Replacement at Riverfront Veterans Memorial Park

BID NO. 23-B-003

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. Magnolia Deck Replacement (South Daytona, FL) - \$265,946 – Estimated Completion February 2023
 - b. Burroughs Dock/Seawall (Astor, FL) - \$72,000 – Estimated Completion February 2023
 - c. Stokes Shoreline Stabilization (Deltona, FL) - \$54,000 – Estimated Completion February 2023
 - d. Burke Dock/Seawall (Sanford, FL) - \$62,000 – Estimated Completion March 2023
 - e. Johnston Dock (DeBary, FL) - \$56,000 – Estimated Completion April 2023
 - f. Thorpe Dock (Astor, FL) - \$52,000 – Estimated Completion April 2023
 - g. Johnson Dock/Seawall (Astor, FL) - \$50,000 – Estimated Completion May 2023
 - h. Mizelle Dock (South Daytona, FL) - \$96,020 – Estimated Completion May 2023
 - i. Schratt Dock (DeBary, FL) - \$110,270 – Estimated Completion June 2023
 - j. Roland Dock (Windermere, FL) - \$72,000 – Estimated Completion June 2024
 - k. Hewitt Dock (Geneva, FL) - \$87,460 - Estimated Completion July 2024
 - l. Darrenkamp Dock/Seawall (New Smyrna Beach, FL) - \$96,010 – Estimated Completion August 2024
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:	386-216-6186
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
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:	407-647-8586
Email Address:	KimCashmer@yahoo.com
Description of Goods or Services provided:	Demo existing dock. Reframe dock and bathhouse
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:

No subcontractors to be used

<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

Required Milestone #1 Completion Time*: 90 days

Milestone #2: Final Completion

Required Milestone #2 Completion Time*: 120 days

Required Substantial Completion Time*: **90 Days**

Required Final Completion Time*: **120 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 Mulder - President
(Printed name and Title of person signing form)

Name of Bidder: Docks and Dwellings Construction Inc.

Address: 617 Fort Florida Point Road

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.

**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

Bid Title
BID NO. 23-B003

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 2nd day of February, 2023.

Docks and Dwellings Construction, Inc.

(Principal)

By: [Signature]

ATTEST:

Arch Insurance Company (Surety)

By: [Signature]
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, and the signature of 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

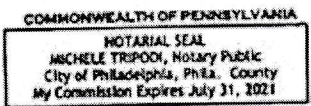
Signature of Regan A. Shulman, Secretary



Signature of Stephen C. Ruschak, Executive Vice President

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.



Signature of Michele Tripodi, Notary Public

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.

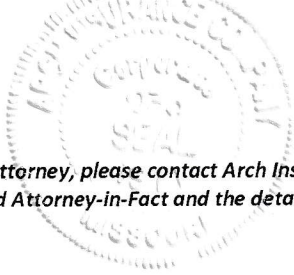
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 2nd day of February, 2023.

Signature of 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.

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: February 2, 2023
Estimated Contract Price: \$ 42,000.
Obligee: City of South Daytona, Florida
Project: Floating Dock Replacement @ Riverfront Veterans Memorial Park – Project No. 23-B-003

****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



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



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 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2023

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

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

PRODUCER 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	
INSURED Docks and Dwelling Construction Inc 617 Fort Florida Point Rd Debary FL 32713	INSURER A: CENTURY SURETY CO NAIC #: 36951	
	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:			CCP1107336	12/07/2022	12/07/2023	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 - COMPI/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						
	<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 <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

1/23/2023

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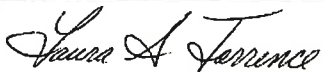
PRODUCER MCLAIN PIERCE & ASSOCIATES INC 720 S PARK AVE SANFORD FL 32771	CONTACT NAME: AMANDA MEADOWS PHONE (A/C, No, Ext): (407) 323-8142 E-MAIL ADDRESS: ALM@INSUREFL.COM	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED DOCKS AND DWELLINGS CONSTRUCTION INC 617 FORT FLORIDA POINT RD DEBARY FL 327130000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

COVERAGES **CERTIFICATE NUMBER:** 2301230006 **REVISION NUMBER:**

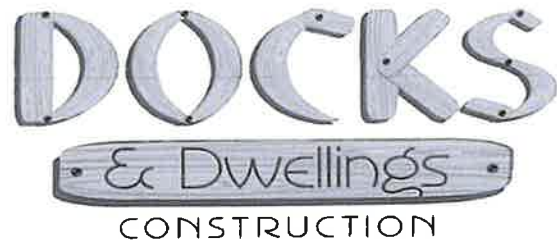
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 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 City of South Daytona 1672 S Ridgewood Ave South Daytona FL 32119 Phone Number: (386) 322-3020	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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January 123, 2023

City of South Daytona

1672 South Ridgewood Ave.

South Daytona FL, 32119

Re: Bid No. 23-B-003 – Floating Dock 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 to site. Construct a 20-25' by 10' floating dock as a direct replacement for old dock in same location. Using the existing gangway. Construct a wear deck polymeric lumber floating dock with wear deck decking and a polymeric structural lumber frame from wear deck. Aluminum pile roller as were previous.

- 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 shop drawings for floating dock replace.
- 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. 23-B-003.
- 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: **\$41,715**

Terms:

Engineering/Bond/Permitting:	\$16,686.00
Project Complete:	\$25,029.00

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