



October 15, 2021

Town of Howey in the hills
101 N. Palm Ave.

Parcel #Howey Pier

Re: re-deck pier

Dear Mr. O'Keefe;

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

Dennis2160@aol.com

Florida State Certified Marine Contractor SCC131152283

Please find below a copy of the Certificate of Liability Insurance and our Marine Contractor's License:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2020

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 & ASSOC PO BOX 1419 SANFORD FL 32772 23NYW	CONTACT NAME PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: FLORIDA M.C. JULIA INSURER B INSURER C INSURER D INSURER E INSURER F
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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	ADL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> NON-OWNED 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 \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	NIA	N	(6FR13UB-6G46592-0-20)	03-10-20	03-10-21	X PER STATUTE <input type="checkbox"/> BOTH <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYER \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER DEBARY-STAFFORD ASSOCIATES, LP ABD STAFFORD PROPERTIES, INC 229 PEACHTREE ST NE, SUITE 2150 ATLANTA GA 30303	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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ACORD 25 (2016/03)
(Rev. 09-18)

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Ron DeSantis, Governor



Halsey Beshears, 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

GUTIERREZ, JORGE

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

LICENSE NUMBER: SCC131152283

EXPIRATION DATE: AUGUST 31, 2022

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.

The scope of work we propose is the following: Mobilize to site per our public bid. Perform the demolition and proper disposal of pier decking and replacement of decking with weardeck decking 5/4 polymer deck boards color TBD. Per details contained in RFP #2021-007

- Decking to be weardeck decking 5/4 color TBD
- screwed into position with stainless steel hardware to eliminate rust potential completely. All SS torx screws for decking
- All labor, equipment and material required to construct the project as described above.
- A (1.0) 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.
- Any actual permit costs (unless included in scope of work)
- We have excluded a bumper and cleat package but can quote if you wish.
- Paint/Stain (unless included in scope of work)
- Any hand railing is excluded. Unless included in scope
- 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.
- Our prices are based on the bottom of the river being sandy stable soil free of logs, muck, rocks and other substratum that would hamper our ability to set the piling to a 6'+- tip elevation. If any unforeseen conditions in the lake bottom are discovered, we would stop work, perform research to acquire a solution to the problem and present you with an additive change order to cover any additional costs we would incur.
- 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: **\$49,600.00**

Terms:

Deposit upon approval of this agreement:	25%
Demolition completion	35%
Project completion:	40%

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