

## **RESOLUTION 34-06-21**

### **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CUSTOM BUILT MARINE CONSTRUCTION, INC. FOR THE REPAIR OF FLOATING DOCKS AT LAKE PARK HARBOR MARINA; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

**WHEREAS**, the Town Manager has determined that it is necessary to repair several sections of damaged concrete floating dock at Lake Park Harbor Marina (the "Improvements"); and

**WHEREAS**, the Town solicited bids from contractors via a Request for Proposal (RFP) 103-2021, to provide for such Improvements; and

**WHEREAS**, on June 3, 2021, the bids were opened and the Town received one proposal to provide the solicited services, that proposal being from Custom Built Marine Construction, Inc. (the "Contractor"); and

**WHEREAS**, the cost of the Improvements is in the amount of \$150,000.00 for the dock repairs, which includes the base proposal cost; and

**WHEREAS**, the Contractor has represented that it is qualified, able, and willing to complete the Improvements for the base proposal amount; and

**WHEREAS**, the Town Manager has recommended to the Town Commission, that it is in the best interests of the Town to execute the agreement with the Contractor for the Improvements.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The agreement with Custom Built Marine Construction, Inc. for the Improvements is hereby approved. The Mayor is hereby authorized and directed to execute the agreement between the Town and Custom Built Marine Construction, Inc., a copy of which is attached hereto and incorporated herein as Exhibit A.


**Section 3.** This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Commissioner Flaherty who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	—	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	—	—
COMMISSIONER ERIN FLAHERTY	—	—
COMMISSIONER JOHN LINDEN	—	—
COMMISSIONER ROGER MICHAUD	—	—

The Town Commission thereupon declared the foregoing Resolution No. 34-06-21 duly passed and adopted this 16 day of June, 2021.

TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:


BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



Exhibit "A"

Original

Contract Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Lake Park Harbor Marina

Dock Repairs

TOWN OF LAKE PARK

TOWN REQUEST FOR PROPOSAL ("RFP") Number 103-2021

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and Custom Built Marine Construction ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's RFP Number 103-2021.

All terms, conditions, plans and specifications of Town RFP Number 103-2021, any Addenda, and contractor's accepted bid, dated 6/03/2021, 2021 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$150,000.00 which is the base proposal.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 16th day of June, 2021; and authorized to execute same.

TOWN OF LAKE PARK, through its Town Commission

Attest:

Vivian Mender, Town Clerk

By: Michael O'Rourke, Mayor

16 day of June, 2021



Approved as to form and legality For the use of and reliance by the Town of Lake Park only.

By: Thomas Baird, Town Attorney 16th day of June, 2021

ORIG 112

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

Custom Built Marine Construction, Inc

Name of Contractor



Signature

Robert Belasic - Vice President

Name, Title

(CORPORATE SEAL)

**TOWN OF LAKE PARK  
REQUEST FOR PROPOSAL (RFP) 103-2021  
LAKE PARK HARBOR MARINA DOCK REPAIRS**

The Town of Lake Park is seeking proposals from qualified marine contracting firms who can provide construction services associated with the repair of several broken floating dock sections at the Town's Lake Park Harbor Marina, located at 105 Lake Shore Drive, Lake Park, Florida. A Project Scope of Work with specifications is incorporated herein.

Request for Proposal documents are available beginning Monday May 3, 2021 between 8:30 a.m. and 5:00 p.m. local time by contacting the Town Clerk's Office at 561.881.3311 or by email at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov). Proposals shall be submitted hardcopy, in triplicate, on the forms provided.

Sealed responses must be clearly marked "RFP 103-2021, Lake Park Harbor Marina Dock Repairs" and be delivered to the Office of the Town Clerk at 535 Park Avenue, Lake Park, Florida, 33403. The deadline for submission of proposals is **Thursday, June 3, 2021 at 2:00 p.m.** local time. At that time, the proposals will be publicly opened and read aloud in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Late proposals or proposals delivered to any other office other than the Town Clerk will not be accepted and will be returned to the sender unopened.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the Solicitation package, and to become familiar with the current condition of the doors and windows. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email to [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property tax.

The Town of Lake Park reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town. All proposed prices shall be guaranteed firm for 90 calendar days from Thursday, June 3, 2021. Any proposer who withdraws his or her proposal within 90 calendar days after Thursday, June 3, 2021 shall forfeit its Proposal Bond.

A proposal bond is required to be submitted with your proposal in an amount equal to five percent (5%) of the proposed project cost. The Town accepts, as fulfillment of this requirement, a certified check, or a cashier's check made out to the TOWN OF LAKE PARK. In addition, if a contract is awarded, the winning firm will be required to submit performance and payment bonds, as further described in the RFP documents.

**MANDATORY PRE-PROPOSAL CONFERENCE:** A mandatory pre-proposal conference will be held on Thursday, May 13, 2021, at 2:00 p.m. local time at the Lake Park Harbor Marina, 105 Lake Shore Drive, Lake Park, FL 33403, to provide a brief description of the project, project requirements, answer questions and clarify any inconsistencies. Immediately following the pre-proposal conference, interested firms will have the opportunity to inspect the site, familiarize themselves with the requirements, and to ensure all items affecting the costing of the project are considered.

All proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or request for proposal, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All proposers are further advised that the Town will not supply or sell materials to proposers in connection with submission of preparation of proposals, or any other matter, including but not limited to envelopes, labels, or tape.

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Vivian Mendez, MMC  
Town Clerk  
TOWN OF LAKE PARK, FLORIDA  
Published on: May 2, 2021, Palm Beach Post

**RFP 103-2021, LAKE PARK HARBOR MARINA DOCK REPAIRS**

**TOWN CLERK'S OFFICE AT 535 PARK AVENUE, LAKE PARK, FL.  
33403**

**CUSTOM BUILT MARINE CONSTRUCTION, INC**

*6/3/21 @ 1:30 p.m. Sheguit Edwards*





OFFER

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

3119 Hammond Rd  
Ft. Pierce, Fl. 34946  
Phone (772)333-2383  
Fax (772)333-2390

Date: 06/01/2021

Attention: Stephen Bogner – Town of Lake Park  
RE: RFP 103-2021 Lake Park Harbor Marina Dock Repairs

We hereby submit the following cost proposal for estimate purposes:

Scope: CBMC will provide all Labor, Equipment, and Materials required to perform the scope of work required and requested through the provided documents of the ITB for RFP 103-2021. Due to the varying conditions, we feel it is difficult to provide an adequate schedule, but we feel that the project should not extend beyond 2 months, after the receipt of materials.

- Mobilization – \$15,000.00
- Scope of work - \$135,000.00

**Total cost proposal - \$150,000.00**

Custom Built Marine Construction, Inc has been in business for over 30 years with a prideful determination of customer satisfaction. Custom Built Marine Construction has a long history of strong family ties and bonds that built the company over the years.

The initial beginning process of work will be a slow process to determine the adequate and proper way to replace all items. We will utilize a 3-to-4-man crew to perform the work as required. We are currently performing a very similar scope of work for two other marinas (Marina at Harbor Towers and Marina at Harbor Isles).

Acceptance Signature:

Date:

6-1-21

103-2021

**REQUEST FOR PROPOSAL (RFP) No. 103-2021**

**PROJECT:  
Lake Park Harbor Marina Dock Repairs**

**EXHIBIT "A"**

**Scope of Work /Specifications:**

**Area 1** (intersection of South Main Dock & H Dock):

- Remove & replace left and right iron frame gussets; replace connecting through rods that secure gussets to dock frame if necessary;
- Remove and replace any rotted or unusable wooden dock frame and waler sections;
- Reseat & secure transition panels at gussets and dock section connections.

**Area 2** (intersection of outer H Dock and "L" section):

- Remove & replace iron frame gusset – replacement to be 24" longer at H Dock & "L" section union – replacement gusset minimum 1/168" thicker than existing – replace connecting through rods that secure gussets to dock frame if necessary;
- Remove & replace outer connecting iron dock section bracket, broken dock frame, and broken waler sections on inside of "L", outside of "L", and section connection "L" to H Dock;
- Remove and replace #1 and 2 pile guide iron seats and rollers on "L" section.

**Area 3** (I Dock midway out):

- Remove and replace inner & outer frame and waler sections to reconnect floating docks, including iron connecting brackets;
- Restore electrical service to (2) southernmost utility pedestals on I Dock;
- Fabricate and install new transition plates to cover broken areas to be reconnected;
- Remove and replace #1, 3, 4, & 5 pile guide iron seats and rollers.

**NOTES:**

- Hardware & fasteners to be hot dipped galvanized ASTM-A-36 grade steel; replacement connecting rods to show three (3) threads outside securing nut and using neoprene washers for varying metals; provide material certification for all hardware provided; **indentation problem**
- Lumber to be pressure treated (CCA or approved equal) Southern Yellow Pine Marine Grade
- Electrical work to be performed by licensed and insured electrician
- Varying heights between dock sections to be no more than ¼" for ADA compliance
- Labor with Burden Rate to be provided by successful bidder at time of award

ORIGINAL

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

- Addendum #1, Dated 5/7/21 - Q&A
- Addendum #2, Dated \_\_\_\_\_
- Addendum #3, Dated \_\_\_\_\_
- Addendum #4, Dated \_\_\_\_\_
- Addendum #5, Dated \_\_\_\_\_
- Addendum #6, Dated \_\_\_\_\_
- Addendum #7, Dated \_\_\_\_\_
- Addendum #8, Dated \_\_\_\_\_
- Addendum #9, Dated \_\_\_\_\_
- Addendum #10, Dated \_\_\_\_\_

PART II:

         NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: Custom Built Marine Construction, Inc

Signature: 

Name and title (Print or Type): Robert Belasic - Vice President

Date: 06/01/2021

ORIGINAL

### PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Custom Built Marine Construction, Inc

Street Address:

3119 Hammond Road, Fort Pierce, FL. 34946

Mailing Address (if different from Street Address):

Same

Telephone Number(s): 772-333-2383

Fax Number (s): 772-333-2390

Email Address: Robbie@custombuiltmarine.com

Federal Employer Identification Number: 65-0183422

Signature: 

(Signature of authorized agent)

Print Name: Robert Belasic

Title: Vice President

Date: 6/01/2021

*By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.*

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOACLLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**

# CONFLICT OF INTEREST DISCLOSURE FORM



The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

### Acknowledged by:

Custom Built Marine Construction, Inc

---

Firm Name



---

Signature

Robert Belasic - Vice President

---

Name and title (Print or Type)

6/01/2021

---

Date

ORAL 2021

## NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Custom Built Marine Construction, Inc

\_\_\_\_\_  
Firm Name

  
\_\_\_\_\_  
Signature

Robert Belasic - Vice President

\_\_\_\_\_  
Name and Title (Print or Type)

6/01/2021

\_\_\_\_\_  
Date

## DRUG-FREE WORKPLACE



Custom Built Marine Construction, Inc is a drug-free workplace and has a  
(Company Name)  
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Custom Built Marine Construction, Inc

Firm Name



Signature

Robert Belasic - Vice President

Name and title (Print or Type)

6/01/2021

Date

**NON-COLLUSION AFFIDAVIT**

ORIGINAL

STATE OF Florida

COUNTY OF St. Lucie

Before me, the undersigned authority, personally appeared Robert Belasic, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Vice President of Custom Built Marine Construction, the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: 103-2021 Title: Lake Park Harbor Marina Dock Repairs

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]

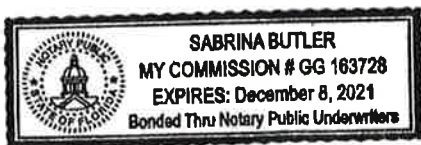
Signature

Subscribed and sworn to (or affirmed) before me this 1 day of June, 2021, by

Robert Belasic, who is personally known to me or who has produced

\_\_\_\_\_ as identification.

SEAL



Notary Signature [Signature]  
Notary Name: Sabrina Butler  
Notary Public (State): Florida  
My Commission No.: GG 163728  
Expires on: 12/8/21



3116 11

### TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: 

Title: Vice President

Date: 6/01/2021

3/11/21

**Contract Agreement**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**Lake Park Harbor Marina**

**Dock Repairs**

**TOWN OF LAKE PARK**

**TOWN REQUEST FOR PROPOSAL ("RFP") Number 103-2021**

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and Custom Built Marine Construction ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's RFP Number 103-2021.

All terms, conditions, plans and specifications of Town RFP Number 103-2021, any Addenda, and contractor's accepted bid, dated 6/03/2021, 2021 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$150,000.00 which is the base proposal.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2021; and authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

Attest:

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

\_\_\_\_\_  
Vivian Mendez, Town Clerk

Michael O'Rourke, Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

(Town Seal)

Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

By:

\_\_\_\_\_  
Thomas Baird, Town Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

ORIGINAL

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

Custom Built Marine Construction, Inc  
Name of Contractor

  
Signature

Robert Belasic - Vice President  
Name, Title

(CORPORATE SEAL)



CUSTBUI-04

COUGHLIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/2/2021

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 License # 0E67768 <b>Insurance Office of America</b> Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: PHONE (A/C, No, Ext): <b>(561) 776-0660</b> E-MAIL ADDRESS: ADDRESS:	FAX (A/C, No): <b>(561) 776-0670</b>														
INSURED	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Travelers Property Casualty Insurance Company</b></td> <td><b>36161</b></td> </tr> <tr> <td>INSURER B : <b>Progressive Express Insurance Company</b></td> <td><b>10193</b></td> </tr> <tr> <td>INSURER C : <b>Travelers Property Casualty Company of America</b></td> <td><b>25674</b></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Travelers Property Casualty Insurance Company</b>	<b>36161</b>	INSURER B : <b>Progressive Express Insurance Company</b>	<b>10193</b>	INSURER C : <b>Travelers Property Casualty Company of America</b>	<b>25674</b>	INSURER D :		INSURER E :		INSURER F :	
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<b>Custom Built Marine Construction Inc.</b> <b>3119 Hammond Road</b> <b>Fort Pierce, FL 34946</b>																

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZOL31M93296	2/20/2021	2/20/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> HNO \$ <b>1,000,000</b>
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			03857729-4	7/19/2020	7/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZOX31M93315	2/20/2021	2/20/2022	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A 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 \$
C	Liability			ZOH16N1262A	2/20/2021	2/20/2022	P&I Liability <b>1,000,000</b>
C	Equipment Floater			6603H56014A	2/20/2021	2/20/2022	Rented/Leased <b>600,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Bank of the West is Loss payee for the following:

2020 Heartland Cyclone 4270-B Travel Trailer Vin #5SFCG4633LE425542  
 Value \$93,000 Financed \$78,000  
 \$1,000 Deductible - Comprehensive and Collision

## CERTIFICATE HOLDER

## CANCELLATION

For bidding purposes only!

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

AUTHORIZED REPRESENTATIVE

*Handwritten Signature*

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

Date  
2/10/2021

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.**

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

## Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																				
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																				
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																				
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence \$ Aggregate \$																				
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2021	01/01/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">WC Statutory Limits</td> <td style="width: 5%;"></td> <td style="width: 15%;">OTHER</td> <td style="width: 60%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC Statutory Limits		OTHER			E.L. Each Accident			\$1,000,000		E.L. Disease - Ea Employee			\$1,000,000		E.L. Disease - Policy Limits			\$1,000,000
<input checked="" type="checkbox"/>	WC Statutory Limits		OTHER																							
	E.L. Each Accident			\$1,000,000																						
	E.L. Disease - Ea Employee			\$1,000,000																						
	E.L. Disease - Policy Limits			\$1,000,000																						

Other

**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

### Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 91-67-632

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

**Custom Built Marine Construction, Inc.**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

#### Project Name:

INCLUDES USL & H. ISSUE 02-10-21 (AR)

Begin Date: 1/15/2014

#### CERTIFICATE HOLDER

For Bidding Purposes Only

#### CANCELLATION

Should any of the above described policies be cancelled before the expiration date hereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

*[Handwritten Signature]*

DATE 11

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CUSTOM BUILT MARINE CONSTRUCTION, INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**3119 HAMMOND ROAD**

6 City, state, and ZIP code  
**FORT PIERCE, FL 34946**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

OR

Employer identification number

6	5	-	0	1	8	3	4	2	2
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here    Signature of U.S. person ▶     Date ▶ **2/3/21**

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



**2020 - 2021**

**St. Lucie County Local Business Tax Receipt**

Facilities or machines # \_\_\_\_\_ Rooms # \_\_\_\_\_ Seats # \_\_\_\_\_ Employees #10 \_\_\_\_\_ Receipt #1018038  
Type of business 1500 BUILDING CONTRACTOR \_\_\_\_\_ Expires SEPTEMBER 30, 2021

DBA name Custom Built Marine Construction Inc Business Steven Mark Caswell  
Mailing address: Steven Mark Caswell Business location: 3119 Hammond Road  
3119 Hammond Road Fort Pierce, FL 34946  
Fort Pierce, FL 34946

RENEWAL City of Pt St Lucie CGC1507592  
Original tax: \$12.35 L50394  
Penalty: \_\_\_\_\_  
Collection cost: Paid 09/02/2020 12.35 0005-20200902-009835  
Total: \$12.35

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Steven Mark Caswell  
3119 Hammond Road  
Fort Pierce, FL 34946

Ron DeSantis, Governor



Halsey Beshears, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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



**CASWELL, STEVEN MARK**

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

**LICENSE NUMBER: CGC1504917**

**EXPIRATION DATE: AUGUST 31, 2022**

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



Do not alter this document in any form.

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





ORIG

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

3119 Hammond Road  
Fort Pierce, FL 34946  
Phone (772)333-2383  
Fax (772)333-2390

**REFERENCES**

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

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

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

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

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

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

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

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

712

**Project:** Clam Pass Boardwalk Repair  
**Project Location:** Naples, FL (Collier County)  
**Contract Price:** \$533,892.00  
**Prime Contractor**

**Project start:** December, 2015  
**Project Completion:** July, 2017

**Categories:** Wood Boardwalk Repair  
**Scope of work:** Remove & Replace 12" Diam. Wood Pilings. Replace Hardware, Joists & Beams. Treat 300+ Existing Pilings with Fungicide Treatment and Wrap.  
**Contact:** Margaret Bishop, Collier County Facilities Management/Sr. Project Manager  
**Phone:** 1-239-252-8380 - **Email:** feliciakirby@colliergov.net

**Project:** Martin County Baffle Box  
**Project Location:** Martin County  
**Contract Price:** \$176,761.00  
**Prime Contractor**

**Project Start:** September 2015  
**Project Complete:** January 2016

**Categories:** Stormwater  
**Scope of work:** Install Trench Shoring, Excavate & Remove 60" RCP, Install Nutrient Separating Baffle Box, Reinstall/Connect 60" RCP.  
**Contact:** Greg S Nolte, E.I., Martin County Florida  
**Phone:** 772-221-2380 - **Email:** gnolte@martin.fl.us

**Project:** Canal Point Pedestrian Bridge  
**Project Location:** Canal Point, Florida (Palm Beach County)  
**Contract Price:** \$210,000.00  
**Sub-Contractor**

**Project Start:** June 2017  
**Project Complete:** November 2017

**Categories:** Concrete Pilings  
**Scope of work:** Auger Preformed Pile Holes and Install (4) 18"x 100' & (8) 14"x 50' concrete pilings to support Prefabricated Pedestrian Bridge.  
**Prime Contractor:** West Construction  
**Contact:** Matt West  
**Phone:** 561- 588-2027 - **Email:** mwest@westconstructioninc.net

**Project:** Pump Station Culvert Pipe Replacement

**Project Location:** Sunrise, Florida  
**Contract Price:** \$247,335.00  
**Project Start:** October 2016

**Project Completed:** February 2017

**Prime Contractor**

**Categories:** Stormwater  
**Scope of Work:** Install SSP Cofferdam/Trench Shoring, Dewater, Remove Existing 72" CMP and Replace with 72" HDPE, Form, reinforce & Pour New Concrete Headwalls and Place Rip Rap  
**Contact:** Mark Winslow  
**Phone:** 954-572-2390 - **Email:** mwinslow@sunrisefl.gov

**Project:** Torry Island Marina  
**Project Location:** Belle Glades, Florida  
**Contract Price:** \$463,838.00  
**Sub-Contractor**  
**Project Start:** April 2015  
**Project Completed:** February 2016  
**Categories:** Concrete Piles, Wood Deck & Floating Docks  
**Scope of work:** Install Concrete Pilings, Built Wood Structure w/Wood Decking & Install Floating Dock  
**Prime Contractor:** Collage Construction  
**Contact:** Dave Trindade  
**Phone:** 561-262-2773 - **Email:** dtrindade@collage-usa.com

**Project:** Seminole County Wilderness Boardwalk  
**Project Location:** Sanford (Black Bear Wilderness Area)  
**Contract Price:** \$647,300.00  
**Sub-Contractor**  
**Project Start:** April 2014  
**Project Completed:** December 2016  
**Categories:** Wood Boardwalk w/Trex (Composite Decking)  
**Scope of Work:** Clear & Grub, Install Wood Pilings, Wood Substructure & Railing, Install Trex (Composite Decking)  
**Prime Contractor:** Shoemaker Construction  
**Contact:** Dean Shoemaker  
**Phone:** 407-322-3103 - **Email:** dean@shoemakerconstruction.net

UNICAL

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company  
55 West Street  
Keene, NH 03431

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

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

### OWNER:

(Name, legal status and address)

Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

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

RFP/Contract No: 103-2021 - Dock Repair - 105 Lake Shore Drive, Lake Park, FL 33403

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

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

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

Signed and sealed this 3rd day of June, 2021

  
\_\_\_\_\_  
(Witness)

Custom Built Marine Construction Inc.  
(Principal) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Vice President

NGM Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

  
\_\_\_\_\_  
(Witness) Tracey G. Brown-Boone

By:   
\_\_\_\_\_  
(Title) Kevin Wojtowicz Attorney-in-Fact



NGM INSURANCE COMPANY  
A member of The Main Street America Group

POWER OF ATTORNEY

ORIGINAL

06-03089594

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

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

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

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

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

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

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

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

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

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

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



State of Florida,  
County of Duval.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Lisa K. Penton*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

*31st* day of *JUNE*, *2021*

*Nancy Giordano-Ramos*

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

