

IFB#10-1476-OV
Coral Shores Canal Dredging
Bradenton, Manatee County, FL
Project No. 6054901

SECTION 00500
**FORM OF AGREEMENT
BETWEEN THE
COUNTY OF MANATEE, FLORIDA
AND THE CONTRACTOR AS IDENTIFIED BELOW
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE**

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "COUNTY" and Custom Built Marine Construction, Inc. hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 1321 SE Decker Avenue, Stuart, FL 34994.

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. IFB#10-1476-OV, Coral Shores Canal Dredging, Bradenton, Manatee County, FL in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Department, is responsible as the COUNTY and AECOM USA, Inc. hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee
Public Works Department
Project Management Division
Attn: Mr. Chuck Froman
IFB#10-1476-OV
1022 26th Avenue East
Bradenton, FL 34208
Phone (941) 708-7450, Ext. 7333

AECOM, USA, Inc.
Engineer of Record
5971 CattleRidge Boulevard
Suite 200
Sarasota, FL 34232
Phone (941) 377-8858

ACCEPTED IN OPEN SESSION

JUL 27 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Where the terms ENGINEER and/or COUNTY are used in the Contract Documents, it shall mean the COUNTY'S project management team.

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

Article 4. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 4.1 This Agreement and Bid Document IFB#10-1476-OV
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda numbers 1 to 2, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

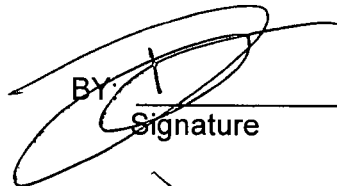
Article 5. MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IFB#10-1476-OV
Coral Shores Canal Dredging
Bradenton, Manatee County, FL
Project No. 6054901

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #10-1476-OV Coral Shores Canal Dredging, Bradenton, Manatee County, Florida subject to additions and deductions as provided therein, the sum of **Seven Hundred Twenty-One Thousand, Two Hundred Sixty Dollars and Zero Cents (\$721,260.00)** for Bid "B" based on Completion Time of 360 calendar days and the sum of \$1,423.00 as liquidated damages for each calendar day of delay.

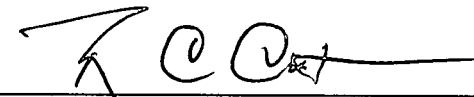
Custom Built Marine Construction Inc.
CONTRACTOR

BY: 
Signature

David H Corrigan Sr Pres
Name and Title of Signer (printed)

Date: 7/14/10

MANATEE COUNTY GOVERNMENT

BY: 
Signature For the County

R. C. "Rob" Cuthbert, CPM, CPPO, Purchasing Official
Name and Title of Signer

Date: 7/16/10

BOND PREMIUM BASED ON
FINAL CONTRACT PRICE

PUBLIC WORKS BOND

**THIS IS THE FRONT PAGE OF THIS PERFORMANCE AND PAYMENT BOND
ISSUED IN COMPLIANCE WITH CHAPTER §255.05 FLORIDA STATUTES.**

BOND NO. 10-7448
CONTRACTOR NAME: Custom Built Marine Construction, Inc.
CONTRACTOR ADDRESS: 1321 SE Decker Avenue
Stuart, FL 34994
CONTRACTOR PHONE NO. (772)-288-4254
SURETY COMPANY: First Sealord Surety, Inc.
4901 NW 17 Way, Ste 304
Ft. Lauderdale, FL 33309 (954)351-2030
OWNER NAME: County of Manatee
OWNER ADDRESS: 1022 26 Avenue East
Bradenton, FL 34208
OWNER PHONE NO. (941)-708-7527
OBLIGEE NAME:(If contracting entity
is different from the owner, the contracting public
entity) County of Manatee
OBLIGEE ADDRESS:

OBLIGEE PHONE NO. ()
BOND AMOUNT: \$721,260.00
CONTRACT NO. (If Applicable) 6054901
DESCRIPTION OF WORK: Coral Shores Canal Dredging

PROJECT LOCATION: Manatee County, FL

LEGAL DESCRIPTION:

FRONT PAGE

**(ALL OTHER BOND PAGES ARE DEEMED SUBSEQUENT TO THIS PAGE REGARDLESS OF ANY
PAGE NUMBERS THAT MAY BE PRE-PRINTED THEREON)**



FIRST SEALORD SURETY, INC.

Principal Office
789 E. Lancaster Avenue
Villanova, PA 19085
610.664.2324

LABOR & MATERIAL PAYMENT BOND

Bond No. 10-7448

KNOW ALL MEN BY THESE PRESENTS that we, Custom Built Marine Construction, Inc.

1321 SE Decker Avenue

Stuart, FL 34994 772-288-4254

as Principal (hereinafter called Principal), and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety (hereinafter called Surety), are held and firmly bound unto _____

County of Manatee

1022 26 Avenue East, Bradenton, FL 34208

as Oblige (hereinafter called Owner), for the use and benefit of claimants as herein below defined, in the amount of

Seven Hundred Twenty One Thousand Two Hundred Sixty Dollars Dollars (\$ 721,260.00)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 7/16/10 (dated no later than this bond), entered into a contract with Owner for Coral Shores Canal Dredging, Project No. 6054901

the total contract amount being \$721,260.00 in accordance with drawings and specifications prepared by AECOM USA, Inc.

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with Principal or with a Subcontractor of Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with Principal, shall have given written notice to any two of the following: Principal, Owner, or Surety above named, within ninety (90) days after such claimant did or performed

the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Principal, Owner, or Surety, at any place where an office is regularly maintained for the transactions of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which the claimant last supplied labor or material or both, used or reasonably required for use in the performance of the Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

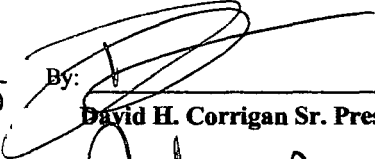
Signed, sealed and dated this 8 day of July, 20 10.

Custom Built Marine Construction, Inc.

PRINCIPAL (Seal)

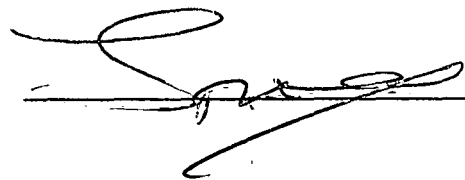


(Witness)

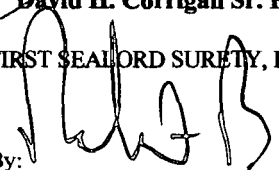
By: 

David H. Corrigan Sr. President (Title)

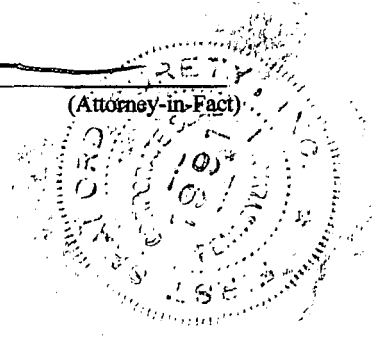
FIRST SEALORD SURETY, INC.



(Witness)

By: 

Robert Barra (Attorney-in-Fact)





FIRST SEALORD SURETY, INC.

Principal Office
789 E. Lancaster Avenue
Villanova, PA 19085
610.664.2324

PERFORMANCE BOND

Bond No. 10-7448

KNOW ALL MEN BY THESE PRESENTS that we, Custom Built Marine Construction, Inc.

1321 SE Decker Avenue

Stuart, FL 34994 772-288-4254

as Principal (hereinafter called Contractor), and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety (hereinafter called Surety), are held and firmly bound unto _____

County of Manatee

1022 26 Avenue East, Bradenton, FL 34208

as Obligee (hereinafter called Owner), in the amount of Seven Hundred Twenty One Thousand Two Hundred Sixty Dollars Dollars (\$ 721,260.00)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 7/16/10 (dated no later than this bond), entered into a contract with Owner for Coral Shores Canal Dredging, Project No. 6054901

the total contract amount being \$721,260.00 and in accordance with drawings and specifications prepared by AECOM USA, Inc.

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by Owner to be in default and terminated under the Contract, Owner having performed Owner's obligations thereunder, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if Owner elects, upon determination by Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

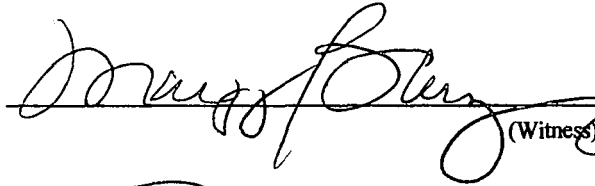
No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated this 8 day of July, 20 10.

Custom Built Marine Construction, Inc.

PRINCIPAL

(Seal)

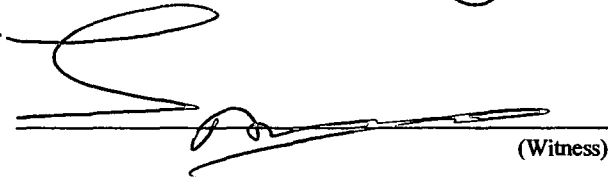

(Witness)

By:

David H. Corrigan Sr. President

(Title)

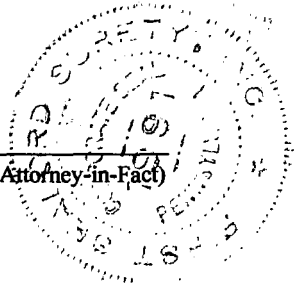
FIRST SEALORD SURETY, INC.


(Witness)

By:

Robert Barra

(Attorney-in-Fact)



UNAUTHORIZED COPY

First Sealord Surety, Inc.
Power of Attorney

Power No: MIA-0025-10-11209

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint Robert Barra of Coral Springs, Florida

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** Not To Exceed Five Million Dollars-----(\$5,000,000.00) *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004



First Sealord Surety, Inc.

(Seal)

Attest:

Signature of Gary L. Bragg, Secretary

Gary L. Bragg, Secretary

By:

Signature of Joel D. Cooperman, Vice President

Joel D. Cooperman, Vice President

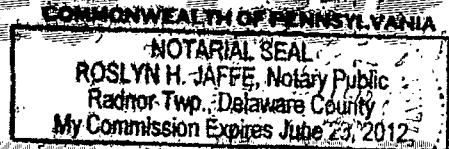
Commonwealth of Pennsylvania
County of Montgomery

On this 22nd day of April, 2010, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., satisfactorily proven to be the person whose name is subscribed to this instrument (driver's license), who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said

State of Pennsylvania
County of Delaware

Signature of Notary Public

- Notary Public



(Seal)

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 8 day of July, 20 10

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here: 10-7448), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Signature of Gary L. Bragg, Secretary

Gary L. Bragg, Secretary

UNAUTHORIZED COPY

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2010

PRODUCER (561)776-0660 FAX (561)776-0670
Insurance Office of America, Inc.
Abacoa Town Center
1200 University Blvd., Ste 200
Jupiter, FL 33458

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Custom Built Marine Construction, Inc.
1321 SE Decker Avenue
Stuart, FL 34994

INSURER A: St Paul Fire & Marine Ins Co
INSURER B: Travelers Indemnity Co
INSURER C: Seabright Insurance
INSURER D: Great American Insurance Co
INSURER E:

24767
25658

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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	OH06800394	01/19/2010	01/19/2011	EACH OCCURRENCE \$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,500 ded/occ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
B		AUTOMOBILE LIABILITY	BA1479P522	11/04/2009	11/04/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
		<input checked="" 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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				<input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 25,000				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BB1101882	01/19/2010	01/19/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below USL&H COVERAGE APPLIES				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D		OTHER Pollution Liability/Water Quality	OMH383-88-99	01/19/2010	01/19/2011	Each Occurrence \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: IFB # 10-1476-OV Coral Shores Canal Dredging, Bradenton, Manatee

Manatee County is shown as Additional Insured as respects General Liability, including Products and Completed Operations and Blanket Waiver of Subrogation per form OMOL 0140 07/05 as required by written contract.

*10 day notice of cancellation for non payment of premium

CERTIFICATE HOLDER

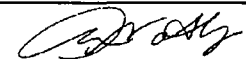
CANCELLATION

Manatee County
1112 Manatee Ave. West
Suite 803
Bradenton, FL 34205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Andrea Northrop/BEHRLO



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MEMORANDUM



FINANCIAL MANAGEMENT
DEPARTMENT
Purchasing Division
1112 Manatee Avenue West
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941.708.7527
Fax: 941.708-7544
Olga.valcich@mymanatee.org

To: Susan Romine, Supervisor
Board Records

From: Olga Valcich, Purchasing Division

via Email 7/29/10 (vj)

Date: July 16, 2010

*Olga Valcich
7-28-2010*

RECEIVED

JUL 29 2010

BOARD RECORDS

Subject: Contract Documents: Custom Built Marine Construction, Inc., Stuart, FL
IFB #10-1476-OV / Coral Shores Canal Dredging, Bradenton, FL
(Project No. 6054901)

Please accept into record the enclosed executed contract with **Custom Built Marine Construction, Inc.** located at 1321 SE Decker Avenue, Stuart, FL for the Coral Shores Canal Dredging Project in the amount of **\$721,260.00** in accordance with the Terms and Conditions detailed in Invitation for Bid No. 10-1476-OV. Payment/Performance Bonds and Insurance Certificate are in accordance with Manatee County Code of Laws, Chapter 2-26 Manatee County Purchasing Ordinance and the Standard and Procedures approved by the County Administrator.

If you require any additional background or information, please call me at Ext. 7527.

Please send electronic confirmation of the Acceptance to: Olga Valcich, Purchasing Division and Carmen Mosley, Project Management Division, Sr. Fiscal Analyst.

Thank you.

Cc: Carmen Mosley Project Management Division, Sr. Fiscal Analyst

via email 7/29/10 (vj)

/ ov

Attachments to Board Records only: (signed and dated: 7/16/10)

- 1) Contract Document (1 original)
- 2) Insurance Certificate (1 original)
- 3) Performance/Payment Bonds (1 originals)
- 4) Power of Attorney (1 originals)

From: Vicki Jarratt
Sent: Thursday, July 29, 2010 11:46 AM
To: 'olga.valcich@mymanatee.org'; 'carmen.mosley@mymanatee.org'
Subject: Coral Shores Canal Dredging Agreement

Attachments: BC20100727DOCC61.PDF

Attached is the Coral Shores Canal Dredging Agreement accepted by the BCC on 7/27/10.

Best regards,

Vicki Jarratt

Board Records

749-1800 Ext. 4185

vicki.jarratt@manateeclerk.com

