



Wednesday, December 18, 2013

Tracy Birch  
Saxon Woods Board of Directors  
Cell 407-466-4057  
Via email: lee\_bird2@msn.com

Re: Retaining Wall at Saxon Woods Retention Ponds

Dear Tracy:

Thanks for the opportunity to work with you on the construction of new retaining walls. We are Florida State Certified Marine Contractors specifically licensed and insured with Worker's Compensation and United States Longshore and Harborworkers insurance as is required for this scope of work.

I know that you are very concerned about not having to have this work performed again. One way you can be assured is do what counties and municipalities do and that is to require the Florida Certified Marine Contractor's License of any of your bidders. Please see an excerpt from a Seminole County marine construction bid specification document-

**Contractor must obtain Florida State Marine Contractor License:** 61G4-15.033: Marine 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

[FenderMarineConstruction.com](http://FenderMarineConstruction.com)  
[Rick@FenderMarine.com](mailto:Rick@FenderMarine.com)  
P. 407.481.2750

1201 West Jackson Street  
Orlando, FL 32805  
F. 407.481.8850  
Florida State Certified Marine Contractor SCC 131150688

(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. § 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 playing at Marine Construction.

Further, I wanted to let you know about the insurance required for the any marine related work on or adjacent to any body of water. A Worker's Compensation code of 6006F which includes United States Longshore and Harbor Worker's Act insurance will be required for the work. The properly licensed Florida Certified Marine Contractors are required by the above statute to carry this insurance. Contractors performing work on or adjacent to any body of water cannot use a Workers Compensation Exemption.

**Please find below a copy of a recent insurance certificate for some work we performed for Orange County Parks Department and my Marine Contractor's License-**

We are proposing to provide and install (2) retaining walls with a cantilever design.

**The following is a list of the items of work included in our scope of work:**

- Provide and install (285) LF with the SG-325 CMI vinyl panels shown on the drawings. Sheeting shall be installed by vibration or impact at Fender Marine's option.
- All labor, equipment and material required to construct the project as described above.
- Silt fence shall be installed as may be required.
- We will provide the survey layout as well as asbuilt surveys that may be required by the permitting authority.
- We will sod the disturbed areas.
- Engineered drawings are included.
- A (3) year warranty on workmanship on the project.

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

- Our price is based on the soils encountered being free of buried debris, rock or other obstructions that would hamper our work of installing the sheet pile wall system.
- Irrigation line capping or repairs are by others.
- Demucking or other soils work is 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.

Any work, changes, manipulations, adjustments, additions, deletions, etc. done to any and all Fender Marine Construction/Cloud 9 Services, Inc. lift systems and/or portion of their construction projects, by anyone other than a Fender Marine Construction/Cloud 9 Services, 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 Fender Marine Construction/Cloud 9 Services, 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 Fender Marine Construction/Cloud 9 Services, 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.

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.

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.

Our prices are based on the bottom of the lake being sandy stable soil free of logs, muck, rocks and other substratum that would hamper our ability to set the piling to a 4' +/- 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.

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 \$39,842.00.**

Terms:	Deposit for engineering and permitting	10%
	Mobilization with materials	30%
	Wall 50% complete	40%
	Wall complete	30%

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

Accepted by:

**Rick Fender** 12-9-13

**Fender Marine Construction** \_\_\_\_\_

**Saxon Woods**

**Date**



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

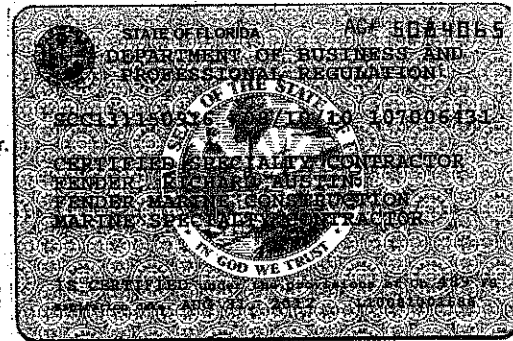
(850) 487-1395

FENDER, RICHARD AUSTIN
FENDER MARINE CONSTRUCTION
1201 W JACKSON ST
ORLANDO FL 32805

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

Main license card containing: AC# 5084065, STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, CONSTRUCTION INDUSTRY LICENSING BOARD, SEQ# 110084001639, a table with columns DATE, BATCH NUMBER, and LICENSE NBR, the seal of the state, and names CHARLIE CRIST GOVERNOR and CHARLIE ITEM SECRETARY.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2011

**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 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).**

<b>PRODUCER</b> Kelly White & Associates Insurance, LLC P.O. Box 6340  Jacksonville FL 32236-6340	<b>CONTACT NAME:</b> PHONE (904) 880-8881 FAX (904) 239-5443 E-MAIL A/C No: Kelly@kwhiteinsurance.com ADDRESS Kelly@kwhiteinsurance.com PRODUCER CUSTOMER ID: Main														
<b>INSURED</b> Fender Marine Construction  1201 W Jackson Street Orlando FL 32805	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: RLI Insurance Co</td> <td>13056</td> </tr> <tr> <td>INSURER B: Progressive American</td> <td>24252</td> </tr> <tr> <td>INSURER C: American Interstate Insurance Co</td> <td>31895</td> </tr> <tr> <td>INSURER D: Travelers Property &amp; Casualty</td> <td>36161</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: RLI Insurance Co	13056	INSURER B: Progressive American	24252	INSURER C: American Interstate Insurance Co	31895	INSURER D: Travelers Property & Casualty	36161	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: RLI Insurance Co	13056														
INSURER B: Progressive American	24252														
INSURER C: American Interstate Insurance Co	31895														
INSURER D: Travelers Property & Casualty	36161														
INSURER E:															
INSURER F:															

**COVERAGES                      CERTIFICATE NUMBER: 1                      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	TYPE OF INSURANCE	ADDITIONAL INSURER	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Protection & Indemnity  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> BOD-EST <input type="checkbox"/> LOC	X	X		MRP0200074	12/20/2010	12/20/2011	EACH OCCURRENCE \$ 1,000,000 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 \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				077610950-0	12/20/2010	12/20/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	X	FL1877582010 incl USL&H	12/23/2010	12/23/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER Code 6008F Included E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Equipment				66057037	12/20/2010	12/20/2011	Rented Leased Max Any Item/Time \$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Orange County is included as additional insured on the General Liability policy. Workers Compensation coverage includes a waiver of subrogation in favor of the county, and its agents, employees and officers.

<b>CERTIFICATE HOLDER</b>  Orange County Florida c/o Compliance Services Corpor  P. O. Box 2750 MD 20886	<b>CANCELLATION</b>  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 Kelly White A294489
---	---