

BID PROPOSAL CHECKLIST

Note: Please submit your bid in this order for electronic and paper bids.

YES ☒ NO ☐ 1. Bid submittal – If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive

YES ☒ NO ☐ 2. Bid Cover Page

YES ☒ NO ☐ 3. Acknowledgment of addendums (if any)

YES ☒ NO ☐ 4. Bid Submittal Form

YES ☒ NO ☐ 5. Schedule of Value

YES ☒ NO ☐ 6. Questionnaire

YES ☒ NO ☐ 7. Drug Free Workplace

YES ☒ NO ☐ 8. Sworn Statement under Section 287.133(3) (a)

YES ☒ NO ☐ 9. Certification Pursuant To Florida Statute § 215.4725 and § 287.135

YES ☒ NO ☐ 10. Conflict of Interest

YES ☒ NO ☐ 11. Non-Collusion Affidavit

YES ☒ NO ☐ 12. Insurance Certificates

YES ☒ NO ☐ 13. Copy of Appropriate Licenses

YES ☒ NO ☐ 14. E-Verify Memorandum of Understanding (MOU)

YES ☒ NO ☐ 15. No Coercion for Labor or Services Affidavit

YES ☒ NO ☐ 16. Foreign Countries of Concern Affidavit

BID COVER PAGE

SUBMIT BIDS TO:
Wellington
Attn: Clerk's Office
12300 Forest Hill Blvd
Wellington, FL 33414

REFER ALL INQUIRIES TO PRIMARY CONTACT:
Purchasing Division
12300 Forest Hill Blvd
Wellington, FL 33414
Phone: 561-791-4154

Wellington INVITATION TO BID

COMMODITY/SERVICE

BID TITLE:

Annual Public Works Contract

BID NO:

003-26/MM

NAME OF FIRM, ENTITY, or ORGANIZATION:

Marcinkoski Gradall Inc

NAME OF CONTACT PERSON

Ray Marcinkoski

VENDOR MAILING ADDRESS:

422 W. Industrial Ave

CITY:

Brynton
Beach

ZIP:

33426

STATE:

FL

TITLE

President

VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):

—

CITY:

—

ZIP:

—

STATE:

—

PHONE NUMBER:

561-736-8122

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):

59-2414088

EMAIL ADDRESS:

marcinkoskigradall@aol.com

STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE):

—

FAX NUMBER:

ORGANIZATIONAL STRUCTURE (Please Check One):

Corporation ☒

Partnership ☐

Proprietorship ☐

Joint Venture ☐

Other ☐

If Corporation, please provide the following:

(A) Date of Incorporation: 04 / 23 / 1984
Month / Day / Year

(B) State or Country of Incorporation: Florida



Council

Michael J. Napolitano, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

ITB No. 003-26/MM

Title: Annual Public Works Contract

Revised New Bid Opening: December 11, 2025 at 11:00 am Local Time

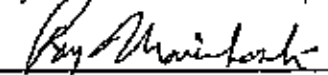
Addendum Date: November 19, 2025

ADDENDUM NO. ONE

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the Invitation to bid (ITB) documents for the Annual Public Works Contract. Bidders shall review the Addendum requirements in detail.

1. The Bid Opening Date has changed from December 2, 2025 to December 11, 2025 at 11:00 am Local Time. All Bids must be received, no later than December 11, 2025 at 11:00 am Local Time, at which time all Bids will be publicly opened and read via Zoom (Meeting ID: 831 4116 5363 Passcode: v=4Dhd)
2. Question: What are the liquidated damages?
Response: The SPECIAL TERMS AND CONDITIONS section has been revised to reflect this information and is attached to this addendum. The changes to this section are noted in red. Please refer to this section and attach the signed addendum/revised section to the front of your submitted bid.
3. Question: Is a bid bond required? If so, what is the percentage?
Response: A bid bond is not required with the bid submittal. A Public Construction Bond shall be required for each project over \$200,000, guaranteeing to the Owner the completion and performance of the project covered in this Contract, as well as full payment of all suppliers, material, laborers, or Subcontractors employed pursuant to this Project. The bond shall be furnished prior to issuance of the Purchase Order for the project and shall remain in effect until the project is complete
4. Question: What are the engineers estimate or anticipated estimated annual funding
Response: The Public Works Department anticipates using this project Village-wide for approximately the amount of \$895,000 annually.
5. Question: Is there a pre bid meeting? If so, is it optional or mandatory?
Response: There was not a pre-bid scheduled for this solicitation.

ACKNOWLEDGEMENT: Proposers must acknowledge receipt of any and all Addenda. Failure to do so may result in rejection of the ITB. All requirements of the proposal documents remain unchanged except as cited herein.

X 
Signature of Proposer Acknowledging Receipt of
Addendum No. (1) One to be attached in front of ITB

Council

Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

ITB No. 003-26/MM

Title: Annual Public Works Contract

New Bid Opening: December 11, 2025 at 11:00 am Local Time

Addendum Date: December 1, 2025

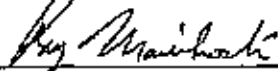
ADDENDUM NO. TWO

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the Invitation to bid (ITB) documents for the Annual Public Works Contract. Bidders shall review the Addendum requirements in detail.

1. **Question:** Can you clarify whether failure not to bid on all individual line items will result in a disqualification?

Response: No, bidders, may bid on any or all individual line items as outlined in the Schedule of Values in which they are licensed and qualified. Bidder should follow the Schedule of Values instructions which states that if any bid submittal does not contain prices set opposite each of the items for which there is blank space will then be cause for rejection. Any items not bid upon shall be indicated "NO BID" in place of the price.

ACKNOWLEDGEMENT: Proposers must acknowledge receipt of any and all Addenda. Failure to do so may result in rejection of the ITB. All requirements of the proposal documents remain unchanged except as cited herein.

X 

Signature of Proposer Acknowledging Receipt of
Addendum No. (2) Two to be attached in front of ITB

BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

Marcinkoski Gradall Inc

(Vendor)

agrees to provide material and services for the Annual Public Works Contract in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

X 
Contractor's Signature

Dated this 21 day of Nov., 2025
(Month) (Year)

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	Long Boom Trac Backhoe (min 50' reach)	1	HR	No Bid
2	Long Boom Rubber tired hoe (min 50' R)	1	HR	No Bid
3	Track Backhoe (1 1/2 cy min)	1	HR	No Bid
4	Track Backhoe (3/4 yd max - small)	1	HR	No Bid
5	Rubber tired Backhoe/loader	1	HR	No Bid
6	Gradall (rubber tired)	1	HR	125.00
7	Small Track hoe - 6 way bucket	1	HR	No Bid
8	Dump Truck - Tri-Axle (18 cy)	1	HR	119.00
9	Dump Truck - Tandem (16 cy)	1	HR	110.00
10	Dump Truck - Single Axle (8-10 cy)	1	HR	110.00
11	Off Road Dump Truck (30 cy min)	1	HR	No Bid
12	Off Road Dump Truck (20 cy min)	1	HR	No Bid
13	Skid steer Loader (Bobcat type)	1	HR	125.00
14	Front end Loader (min 2.5 cy)	1	HR	140.00
15	Skid Steer Loader Track propelled	1	HR	140.00
16	Crane (25) Ton	1	HR	No Bid
17	Crane (50) Ton	1	HR	No Bid
18	Bulldozer (D-4 equivalent)	1	HR	No Bid
19	Grader (9H equivalent)	1	HR	No Bid
20	Box Tractor	1	HR	120.00
21	Trencher (walk behind)	1	HR	No Bid
22	Trencher (mid-range - drivable)	1	HR	No Bid
23	Vibratory Roller (10 ton min.)	1	HR	110.00
24	3" Pump w/hoses (Mud hog or trash)	1	HR	19.00
25	Laser grading (finish grading)	500	SY	No Bid
26	Furnish & install natural stone Rip-Rap DOT Approved	10	TN	No Bid
27	Skilled Laborer	1	HR	41.00
28	Supervisor	1	HR	65.00
*29	Dewatering System (well points)	1	HR	No Bid
*30	6" Submersible Hydraulic Pump	1	HR	No Bid
*31	8" Submersible Hydraulic Pump	1	HR	No Bid
*32	3 Person Crew w/pickup truck & foreman	1	HR	200.00
*33	5 Person Crew w/pickup truck & foreman	1	HR	No Bid
*34	Sand Blasting - Prime and/or painting to be included	1	HR	No Bid
35	Furnish, place & compact clean fill (12" lifts)	500	SY	No Bid
*36	Pipe Installation crew (2" to 6" diameter PVC)	1	HR	No Bid
*37	Pipe Installation crew (8" to 12" diameter PVC)	1	HR	No Bid
*38	Pipe installation crew (15" to 30" diameter RCP)	1	HR	No Bid
*39	Pipe installation crew (36" to 60" diameter RCP)	1	HR	No Bid
*40	Pipe installation crew (15" to 30" diameter drainage pipe) Hdpe, aluminum, CMP, PVC, Perforated	1	HR	No Bid
*41	Pipe installation crew (36" - 60" diameter drainage pipe) Hdpe, aluminum, CMP, PVC, Perforated	1	HR	No Bid
*42	Pipe installation crew (72" to 96" diameter drainage pipe) Hdpe, aluminum, CMP, PVC, Perforated,	1	HR	No Bid
*43	Directional Bore 2' diameter pipe-including all material, equipment, labor, etc. to complete	1	FT	No Bid
*44	Directional Bore 4" diameter pipe-including all material, equipment, labor, etc. to complete	1	FT	No Bid

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE
*45	Directional Bore 6" diameter pipe-including all material, equipment, labor, etc. to complete	1	FT	No Bid
*46	Directional Bore 8" diameter pipe-including all material, equipment, labor, etc. to complete	1	FT	No Bid
*47	Directional Bore 10" diameter pipe-including all material, equipment, labor, etc. to complete	1	FT	No Bid
*48	Directional Bore 12" diameter pipe-including all material, equipment, labor, etc. to complete	1	FT	No Bid
49	Diver with external air source	1	HR	No Bid
50	Welding (portable) with complete supplies	1	HR	No Bid
51	Welding Shop	1	HR	No Bid
52	Boom Truck with 25 FT. reach	1	HR	No Bid
53	Lowboy capable of hauling heavy equipment	1	HR	No Bid

* Note: See "Specifications" for Specific Line Item Details

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

- How many years has your organization been in business? 41 install road rock
- What is the last project of this nature that you have completed? Median work, grade water retention ponds
Ryan Lake #195 Lake Worth - turn lanes, asphalt removal, grade
Wellington - redo curbs for curb driveway, sidewalk
Wellington - maintenance of curbs
- Have you ever failed to complete work awarded to you? If so, where and why? No

- Name three individuals or corporations for which you have performed work and to which you refer:

Name: <u>Ryan Southern Inc.</u> Address: <u>1239 SE Indian St. Suite 110, Wellington, FL 33411</u> Phone: <u>772-266-3200</u> Email: <u>ryan.com</u>	Name: <u>Village of Wellington</u> Address: <u>12300 Forest Hill Blvd, Wellington, FL 33411</u> Phone: <u>888-791-4000</u> Email: <u>info@villageofwellington.com</u>	Name: <u>Allrite Paving</u> Address: <u>3170 N. Federal Hwy, Ft. Lauderdale, FL 33309</u> Phone: <u>954-970-0380</u> Email: <u>allritepaving.com</u>
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- List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
<u>Public Works</u>	<u>Village of Wellington</u>			
<u>Other jobs: hourly rates as needed - no real contracts</u>				

- Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? Yes
- Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
<u>Carleto Elliott</u>	<u>Trucking</u>
<u>GL Staffing</u>	<u>Labor</u>
<u>Sunbelt rental</u>	<u>Equipment rental</u>

- What equipment do you own that is available for the work? Gradalls, loaders, roller, box blade, grader

Equipment Type	Equipment Type
<u>Gradalls</u>	<u>Vibratory roller</u>
<u>various size loaders</u>	<u>Bobcat backhoe</u>
<u>box blade tractor</u>	

- What equipment will you purchase for the proposed work? Unknown but willing


10. What equipment will you rent for the proposed work? Dump truck, dozer, end dumps, cone do
backhoe
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
Dale Marcinkas 49+ yrs. exp.
12. The address of principal place of business is 422 W. Industrial Ave, Boynton Bch, FL
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: Shareholders
Gary Marcinkas - 4th General Inc. Contracting less than 10% only
Wayne Marcinkas - Top Grade Contracting
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
none
15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
none
16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
none
17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
none
18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.
none
19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.
No
20. List and disclose any and all business relations with any members of Wellington Council.
none

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Contractor's Signature

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Village of Wellington
[print name of the public entity]
by Marcinkoski Gradall Inc for Roy Marcinkoski, Pres
[print name of entity submitting sworn statement] [print individual's name and title]
whose business address is 422 W. Industrial Ave FL and (if applicable) its Federal Employer Identification
Number (FEIN) is 59-2464088 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
- RM Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- RM The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- RM The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF Florida

COUNTY OF Palm Beach

Roy Marcinkoski
[signature]
Nov. 20 2025
[date]

Subscribed and Sworn to (or affirmed) before me on Nov. 20 2025 by Roy Marcinkoski
[date] [name]

Here she is personally known to me or has presented _____ as identification.
[type of identification]

Mary-Sue White
[Notary's Signature and Seal]



CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 and § 287.135

I, Ray Marcinkoski, on behalf of Marcinkoski Gradall Inc.
certifies

Print Name

Company Name

that Marcinkoski Gradall Inc. :
Company Name

1. Is not engaged in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List ; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
5. Has not engaged in business operations in Cuba or Syria.

Ray Marcinkoski
Signature

Pres.
Title

11-20-25
Date

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

☒ To the best of our knowledge, the work contemplated by this agreement would not create a conflict of interest due to the undersigned's representation of other clients on projects pending before the Village of Wellington.

☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

POTENTIAL CONFLICT:

☐ The undersigned business, by attachment to this form, submits a list of current clients and projects for which it is currently seeking Village approval and which may cause a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT IT IS INELIGIBLE TO PERFORM WORK ON BEHALF OF THE VILLAGE OF WELLINGTON FOR ANY OF THE CLIENTS OR PROJECTS LISTED IN THE ATTACHEMENT TO THIS FORM. FAILURE TO DISCLOSE A POSSIBLE CONFLICT OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Marcinkoski Grada II Inc.

COMPANY NAME

Ray Marcinkoski

AUTHORIZED SIGNATURE

Ray Marcinkoski

NAME (PRINT OR TYPE)

Pres.

TITLE

Rev. 5.28.2025

NON-COLLUSION AFFIDAVIT

State of Florida

County of Palm Beach

Being duly sworn deposes and says:

That he/she is an officer of the parties making the foregoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

Marcinkoski Gravel Inc.

Name of Bidder

Ray Marcinkoski

Print name of designated signatory

Ray Marcinkoski Pres.

Signature

Pres.

Title

X
On this 20th day of Nov, 2025, before me appeared Ray Marcinkoski, personally known to me to be the person described in and who executed this affidavit and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

Marysue White

Signature

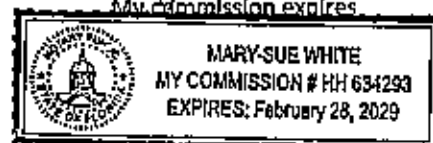
Notary Public in and for the State of Florida

Marysue White

(Name Printed)

Residing at 5931 Arkwark Cir W
Bryton Beach, FL

My commission expires



(Affix Seal Here)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2025

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).)

PRODUCER Setnor Byer Insurance & Risk 900 S. Pine Island Road #300 Plantation FL 33324		CONTACT Middle Unit 1 NAME: PHONE (A/C, No. Ext): (954) 382-4350 FAX (A/C, No.): (954) 382-2810 E-MAIL: certificates@setnorbyer.com ADDRESS:	
INSURED Marcinkowski Gradall, INC. 422 W Industrial Avenue Boynton Beach FL 33426		INSURER(S) AFFORDING COVERAGE INSURER A: American Cas Co of Reading PA 20427 INSURER B: Progressive Express 10193 INSURER C: Valley Forge Insurance Company 20508 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2025 1011 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	ADDED INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		4015527403	10/25/2025	10/25/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/PROP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	Y	854086242	10/25/2025	10/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Blanket Additional Insured \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	4012764260	10/25/2025	10/25/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy includes when required by written contract: Blanket Additional Insured including Primary and Non-Contributory wording and Completed Operations coverage per policy form CNA75081XX0015. Per Florida Statute 45 day Notice of Cancellation except in the event of nonpayment of premium, then 10 day notice. All of the above are subject to policy terms, limitations, exclusions and conditions.

CERTIFICATE HOLDER (562) 435-2999 VOW@instracking.com Village of Wellington c/o Insurance Tracking Services, Inc. ITS Account Number VOW72 PO Box 20270 Long Beach, CA 90801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daniel Saunders/TLK
---	---

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COMMENTS/REMARKS

The foregoing statements apply to the Village of Wellington. Business Auto; Additional Insured and Waiver of Subrogation, when required by written contract. When required by written contract, Workers Compensation includes a Waiver of Subrogation as per form WC000313.

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2026

Business Control Number: 0012140
Date Issued: 08/21/25

Business Name: Marcinkoski Grading, Inc.
Business Location: 422 W Industrial Ave 1

Any changes in name, address, suite, ownership, nature of business, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
26-00012294	235930	EXCAVATION/GRADING	



City of Boynton Beach

100 E. Ocean Ave. • Boynton Beach, FL 33435-0190



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

Hazardous Waste

50-73-01362

50-BID-7650747

Issued To: Marcinkoski Gradall
422 W Industrial Avenue
Boynton Beach, FL 33426

County: Palm Beach
Amount Paid: \$115.00
Date Paid: 12/13/2024
Issued Date: 01/01/2025
Expires On: 12/31/2025

Mail To: Marcinkoski Gradall, Inc.
422 W Industrial Avenue
Boynton Beach, FL 33426

Issued By:
Department of Health in Palm Beach County
P.O. Box 29
West Palm Beach, FL 33402-0029

(561) 837-5903

Owner: Marcinkoski Gradall, Inc.

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# H00093

Entity Name: MARCINKOSKI GRADALL, INC.

Current Principal Place of Business:

422 WEST INDUSTRIAL AVENUE 1N
BOYNTON BEACH, FL 33426-3657

Current Mailing Address:

422 WEST INDUSTRIAL AVENUE 1N
BOYNTON BEACH, FL 33426-3657 US

FEI Number: 59-2414088

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MARCINKOSKI, RAY A
9268 RODEO DR.
LAKE WORTH, FL 33467 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name MARCINKOSKI, RAY A
Address 9268 RODEO DR.
City-State-Zip: LAKE WORTH FL 33467

Title VP
Name MARCINKOSKI, DALE R
Address 1905 HERDER PKWY.
City-State-Zip: LANTANA FL 33462

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RAY ALLEN MARCINKOSKI

PRESIDENT

02/11/2025

Electronic Signature of Signing Officer/Director Detail

Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

MARCINKOSKI GRADALL, INC.

Filing Information

Document Number H00093
FE/EIN Number 59-2414086
Date Filed 04/23/1984
State FL
Status ACTIVE

Principal Address

422 WEST INDUSTRIAL AVENUE 1N
BOYNTON BEACH, FL 33426-3657

Changed: 02/22/2012

Mailing Address

422 WEST INDUSTRIAL AVENUE 1N
BOYNTON BEACH, FL 33426-3657

Changed: 02/22/2012

Registered Agent Name & Address

MARCINKOSKI, RAY A
9268 Rodeo Dr.
LAKE WORTH, FL 33467

Name Changed: 02/24/2004

Address Changed: 02/11/2025

Officer/Director Detail

Name & Address

Title P

MARCINKOSKI, RAY A
9268 Rodeo Dr.
LAKE WORTH, FL 33467

Title VP

Marcinkoski, Dale R
1905 Herder Pkwy.
Lantana, FL 33462

Annual Reports

Report Year	Filed Date
2023	03/02/2023
2024	02/24/2024
2025	02/11/2025

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Company Information

Company Name: Marcinkoski Gradall Inc.

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Company ID Number: 379118

Doing Business As (DBA) Name: Marcinkoski Gradall Inc.

DUNS Number:

Physical Location:

Address 1: 422 W. Industrial Ave.

Address 2:

City: Boynton Beach

State: FL

Zip Code: 33426

County: PALM BEACH

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 592414088

Total Number of Employees: 5 to 9

Parent Organization:

Administrator:

Organization Designation:

Employer Category: Federal Contractor without FAR E-Verify Clause

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

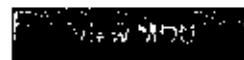
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Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)





Company ID Number: 379118

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Marcinkoski Gradall Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 379118

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 379118

- Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



Company ID Number: 379118

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article I.D.1.c. Except as provided in Article I.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 379118

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



Company ID Number: 379118

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of HIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Marcinkoski Gradall Inc.	
Mary-Sue White	
Name (Please Type or Print)	Title
Electronically Signed	12/15/2010
Signature	Date
Department of Homeland Security -- Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	12/15/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Marcinkoski Gradall Inc.
Company Facility Address:	422 W. Industrial Ave.
	Boynton Beach, FL 33426
Company Alternate Address:	
County or Parish:	PALM BEACH
Employer Identification Number:	592414088



Company ID Number: 379118

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
▪ FLORIDA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Mary-Sue White	Fax Number:	(561) 736 - 8133
Telephone Number:	(561) 736 - 8122		
E-mail Address:	mgwhite@aol.com		

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT
(Pursuant to Section 787.06, Florida Statutes)

I Ray Marcinkowski (name of affiant) of Marcinkowski
Gradall Inc
(name of business entity), attest that the following is true:

1. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.
2. I am the officer or representative of the nongovernmental business entity named below and make this Affidavit to comply with section 787.06, Florida Statutes.
3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

X Affiant Name: Ray Marcinkowski
Signature: Ray Marcinkowski
Title: Pres.
Business Entity Name: Marcinkowski Gradall Inc
Date: Nov 20, 2025

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Pursuant to Section 287.138, Florida Statutes)

I Ray Marcinkoski (name of affiant) of Marcinkoski
Gradall Inc
(name of business entity), attest that the following is true:

1. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this Affidavit to comply with section 287.138, Florida Statutes.

3. I certify that the business entity named below does not provide access to an individual's personal identifying information to any entity that:

- a) is owned by the government of a foreign country of concern;
- b) has provided a foreign country of concern a controlling interest; or
- c) is organized under the laws of or has its principal place of business in a foreign country of concern.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Affiant Name: Ray Marcinkoski
Signature: Ray Marcinkoski
Title: Pres
Business Entity Name: Marcinkoski Gradall Inc
Date: Nov 20, 2025

Public Construction Bond

Bond No.: _____

Project No.: _____

BY THIS BOND, We _____, a corporation whose principal business address and telephone number are _____ as Principal and _____, a corporation whose principal business address and telephone number is _____, as Surety, are bound to the Village of Wellington, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____ between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____

PRINCIPAL _____

(A Florida Corporation, licensed to do business in Florida)

ADDRESS _____

(Signature of President or Vice President)

BY: _____ Typed Name, Title: _____

ATTEST:

(Signature of other corporate officer)

BY: _____ Typed Name, Title: _____

(Corporate Seal) (if available)

(SURETY SIGNATURE BLOCK)

_____, SURETY (Type Name)

ADDRESS: _____

BY: _____
(Signature)

Type Name: _____, its attorney-in-fact

(Power of Attorney must be attached)

WITNESS SIGNATURE: _____ PRINTED NAME: _____

WITNESS SIGNATURE: _____ PRINTED NAME: _____

IMPORTANT: Surety companies executing this Bond must appear on and have sufficient bonding capacity per the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.