Poseidon Dredge & Marine

Bid Contact Peter Kolb

Address 319 WICKLINE BLVD, STE A LANTANA, FL 33462

peterk@pdmarineinc.com Ph 561-296-4991

Bid Notes A COPY OF THE BID BOND IS UPLOADED TO THE MOBILIZATION LINE ITEM. HARD COPY WILL BE HAND DELIVERED WITHIN 5 DAYS

ltem #	Line Item	Notes	Unit Price	Qty/Unit	P	Attch. I	Docs
12678-92301-01	Base Bid: Mobilization and Demobilization (10.0 Percent)	Supplier Product Code: Supplier Notes: COPY OF BID BOND LOADED TO THIS LINE ITEM. HARD COPY WILL BE HAND DELIVERED WITHIN 5 DAYS. ADDENDUM SIGNATURE SHEETS ATTACHED TO THIS LINE ITEM. CERTIFICATIONS AND LICENSE ATTACHED TO THIS LINE ITEM. SPECIFIC REFERENCES ATTACHED TO THIS LINE ITEM.	First Offer - \$230,000.00	1 / Is	\$230,000.00	Y	Y
12678-92301-02		Supplier Product Code:	First Offer - \$65,000.00	1 / ls	\$65,000.00		Y
12678-92301-03	Base Bid: Project Record Documents	Supplier Product Code:	First Offer - \$9,000.00	1 / Is	\$9,000.00		Y

12678-92301-04	Base Bid: Prevention, Control, and Abatement of Erosion and Water Pollution	Supplier Product Code:	First Offer - \$22,000.00	1 / ls	\$22,000.00	Y
12678-92301-05	Base Bid: Remove and Dispose of Existing Drainage Structures	Supplier Product Code:	First Offer - \$15,666.67	3/ea	\$47,000.01	Y
12678-92301-06	Base Bid: Remove and Dispose of Existing Drainage Pipe up to 18 Inches Diameter	Supplier Product Code:	First Offer - \$100.00	100 / lf	\$10,000.00	Y
12678-92301-07	Base Bid: Furnish and Install Catch Basins with Concrete Aprons	Supplier Product Code:	First Offer - \$12,142.86	7 / ea	\$85,000.02	Y
12678-92301-08	Base Bid: Furnish and Install Type C Ditch Bottom Inlets	Supplier Product Code:	First Offer - \$11,000.00	2 / ea	\$22,000.00	Y
12678-92301-09	Base Bid: Inline Check Valves	Supplier Product Code:	First Offer - \$13,000.00	6 / ea	\$78,000.00	Y
12678-92301-10	Base Bid: Installation of 15 inch High Performance Storm Drain	Supplier Product Code:	First Offer - \$184.00	250 / lf	\$46,000.00	Y
12678-92301-11	Base Bid: INSTALLATION OF 12 INCH HIGH PERFORMANCE STORM DRAIN	Supplier Product Code:	First Offer - \$128.57	70 / linear foot	\$8,999.90	Y

12678-92301-12	Base Bid: Furnish and Install Pollution Retardant Baffles	Supplier Product Code:	First Offer - \$1,500.00	6 / each	\$9,000.00	Y
12678-92301-13	Base Bid: CANTILEVERED STEEL SHEET PILE WALL W CONCRETE CAP FOR SEAWALL 12, 13, 14, AND 30	Supplier Product Code:	First Offer - \$2,278.48	684 / linear foot	\$1,558,480.32	Y
12678-92301-14	Base Bid: FDOT Number 57 Stone for Seawall Construction	Supplier Product Code:	First Offer - \$148.39	310 / cubic yard	\$46,000.90	Y
12678-92301-15	Base Bid: Outfall Drainage Pipe Penetrations through Proposed Seawall	Supplier Product Code:	First Offer - \$17,833.33	6 / each	\$106,999.98	Y
12678-92301-16	Base Bid: Milling and Resurfacing	Supplier Product Code:	First Offer - \$41.43	1400 / square yard	\$58,002.00	Y
12678-92301-17	Base Bid: Existing Tree Protection and Disposition	Supplier Product Code:	First Offer - \$8,000.00	1 / ls	\$8,000.00	Y
12678-92301-18	Base Bid: Miscellaneous Site Restoration	Supplier Product Code:	First Offer - \$7,000.00	1 / ls	\$7,000.00	Y
12678-92301-19	Base Bid: CANTILEVERED STEEL SHEET PILE WALL WITH CONCRETE CAP FOR SEAWALL 36	Supplier Product Code:	First Offer - \$2,288.48	106 / linear foot	\$242,578.88	Y

Bid Allowance

\$295,000.00

Lot Total **\$2,659,062.01**

Supplier Total **\$2,659,062.01**

Poseidon Dredge & Marine

Item: Base Bid:Mobilization and Demobilization (10.0 Percent)

Attachments

Poseidon Bid Bond.pdf

Poseidon Addendums.pdf

Poseidon Certs and License.pdf

Poseidon Specific References.pdf

Document A310[™] – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR: (Name, legal status and address) Poseidon Dredge & Marine Inc.

319 Wickline Blvd., Suite A Lantana, FL 33462

OWNER:

(Name, legal status and address) City of Fort Lauderdale

100 North Andrews Avenue

Fort Lauderdale, FL 33301

SURETY:

(Name, legal status and principal place of business) American Alternative Insurance Corporation

437 Madison Avenue, 26th Floor New York, NY 10022

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

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

BOND AMOUNT: \$ Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any) Southeast Isles Seawall Replacements and Stormwater Improvements, Project No. 12728 & 12074, BID NO. 12678-923

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

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

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

Signed and sealed tins 2011 day of May, 2022	
(Witness)	Poseidon Dredge & Marine Inc. (Principal) (Seal) (Title)
Witness)	American Alternative Insurance Corporation (Surety) (Seal)
S-0054/AS 8/10	(Title) Warren Alter, Attorney-in-Fact

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Warren M. Alter: David T. Satine; and Jonathan A. Bursevich

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipula's ons relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in execused he sum of <u>One Hundred Million Dollars (\$100,000,000)</u>.

Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Attest:

Autal Kenn

Michael G. Kerner President



Ignacio Rivera Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



n Sanfilippo, Notary Public State of New Jersey My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
- 2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
- 3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.
 - RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.
 - RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

- FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this day of



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16.05 FDT) Ignacio Rivera Deputy General Counsel & Secretary

BidSync

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City of Fort Lauderdale • Procurement Services Division

100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301 954-828-5933 Fax 954-828-5576 purchase@fortlauderdale.gov

ITB NO. 12678-923 Public Works Department Engineering Division Southeast Isles Seawalls Replacement (P12728)

ADDENDUM NO. 1

ISSUED: May 26, 2022

This Addendum is being issued to provide the information detailed below. It is hereby made a part of the Plans and Specifications and shall be included with all Contract Documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

- > Extends Bid Opening Date to June 16, 2022.
- > Revises Bid Specifications & Plans

Clarifications:

1. Included as Attachment to this Addendum are the updated Specifications and Plans as outlined in the summary below.

Specifications:

Words in **bold strikethrough** type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

A list and description of Specification revisions made under Addendum No. 1 is detailed below:

- 1. Section 01025 MEASUREMENT AND PAYMENT, Paragraph 1.03C:
 - a. <u>Item No. 11 All Work Associated with Installation of 12 inch Reinforced</u> <u>Concrete Pipe</u> <u>High Performance Storm Drain</u>: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, transport, store, and install reinforced concrete pipe <u>high performance storm drain pipe</u> all in accordance with the Contract

ADDENDUM No. 1

ITB NO. 12678-923 P12728

- b. Documents. The item includes, but it is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, excavating, dewatering, installing temporary sheeting and shoring, removing and disposal of unsuitable material within and below the pipe trench, joint material, pipe bedding, backfilling and compacting fill material, concrete encasement if required, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, post-construction testing, all appurtenant items, and associated incidental restoration work. Measurement for payment shall be the linear feet of pipe installed along the horizontal centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.
- c. <u>Item No. 13 All Work Associated with Cantilevered Steel Sheet Pile Wall with Concrete Cap for Seawall 12, 13, 14, and 30:</u> The unit price for this item is the payment, on a linear foot basis, for all materials, labor, equipment, and work necessary and required for the complete installation of a cantilevered steel sheet pile wall with concrete cap <u>for Seawall 12, 13, 14 and 30</u>. This item includes, but is not limited to, application of coating to steel sheet pile wall, installation of cantilevered steel sheet pile wall <u>using a AZ14-770 sheet pile section or stronger</u>, installation of jet filters, termination details at ends, all required temporary bracing, shoring, demolition, removal and disposal of existing seawall and/or portions of existing seawall deemed necessary by Contractor to install proposed wall. This item also includes all noise, vibration, and settlement mitigation measures required in accordance with the Contract Documents.
- d. Item No. 14 All Work Associated with Cantilevered Steel Sheet Pile Wall with Concrete Cap for Seawall 36: The unit price for this item is the payment, on a linear foot basis, for all materials, labor, equipment, and work necessary and required for the complete installation of a cantilevered steel sheet pile wall with concrete cap for Seawall 36. This item includes, but is not limited to, application of coating to steel sheet pile wall, installation of cantilevered steel sheet pile wall using a AZ19-700 sheet pile section or stronger, installation of jet filters, termination details at ends, all required temporary bracing, shoring, demolition, removal and disposal of existing seawall and/or portions of existing seawall deemed necessary by Contractor to install proposed wall. This item also includes all noise, vibration, and settlement mitigation measures required in accordance with the Contract Documents.
- e. Seawall Bid Item Numbers 15 19 were renumbered to reflect the addition of Item No. 14 outlined above.

Plans:

A list and description of Plan Revisions under Addendum No. 1 marked as Revision 1 and dated 5/26/2022 is detailed below:

ADDENDUM No. 1

ITB NO. 12678-923 P12728

- 1. Sheet 2C-04 SITE PLAN AND SECTIONS SEAWALL 30
 - a. Complete sheet updated.
 - b. Sheet was revised to show 12" HP storm drain.

All other terms, conditions, and specifications remain unchanged.

Paulette Hemmings Turner

Procurement Specialist

Company Name: Poseidon Dredge & Marine Inc.	
(please print)	
Bidder's Signature:	
00^{-1}	
Date: 06/13/2022	

6/16/2022

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Payment for the various items in the Bid, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, insurance, overhead and profit, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenance items of work.
- B. Payment for the various items of the Bid Schedule shall constitute full compensation for CONTRACTOR's superintendent at the job site full-time during construction.
- C. Payment shall also include providing the necessary equipment and manpower to pothole and verify depths and locations of existing utilities sufficiently ahead of construction to avoid conflicts with the design alignment and grade of the transmission pipeline. Conflicts with utilities shown on the DRAWINGS which result from the CONTRACTOR's negligence to pothole sufficiently ahead of construction (a minimum of two days ahead of construction of the pipeline or as approved by the ENGINEER) shall be resolved by the CONTRACTOR at no additional cost to the OWNER.
- D. Payment for all bid items shall constitute full compensation for the complete installation of each bid item including but not limited to excavation, dewatering, backfill and compaction. The work shall include for all bid items to be completed, tested and ready for acceptance by the appropriate government agency.
- E. No separate payment for pavement restoration will be made unless specifically shown on the plans or directed by the ENGINEER. All bid items shall include pavement restoration.
- F. The CONTRACTOR's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the contractor feel that the cost for any item of Work has not been established by the Schedule of Prices Bid for this Section, it shall include the cost for

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MEASUREMENT AND PAYMENT ITB 12678-923 ADDENDUM 1 Page 1 of 10 CAM 22-0725 Exhibit 3

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that Work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.

- 1.02 MEASUREMENT GENERAL
 - A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and Specifications as specified in National Institute of Standards and Technology, Handbook 44.
 - B. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
 - C. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities. Variations greater than one foot will be considered in adjusting quantities.
 - D. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the City.

Item	Method of Measurement
AC	Acre - Field Measure
AL.	Allowance
CY	Cubic Yard - Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
EA	Each - Field Count
GAL	Gallon - Field Measure
HR	Hour
LB	Pound(s) - Weight Measure
LF	Linear Foot - Field Measure
LS	Lump Sum - Unit is one; no measurement will be made
SF	Square Foot

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Item	Method of Measurement
SY	Square Yard

TON Ton - Weight Measure by Scale (2,000 pounds)

1.03 SCHEDULE OF PRICES BID

A. General Requirements

Item No. 1 – All Work Associated with Mobilization and Demobilization (10%): The lump sum price for this item shall be full compensation for mobilization and demobilization activities. This includes but is not limited to, Performance and Payment Guarantee Insurance, scheduling, project coordination, labor associated with permit acquisition, temporary facilities, audio-visual preconstruction record, project signs, door hangers, property owner notification, preparatory work and operations necessary for the movement of personnel and setting up of all equipment, instruments, and incidentals to the project site, finish grading, site cleanup, and all other activities necessary to prepare and complete the contract work. The payment for mobilization and demobilization shall not exceed 10% of the contract price for Bid Items 5 through 18. Partial payments for mobilization and demobilization shall be made as follows:

Construction % Complete (Items 2 through 18)	Allowable % of Lump Sum for Mobilization/Demobilization
After NTP	2.5
5	25
10	50
25	75
100	100

<u>Item No. 2 – All Work Associated with the Maintenance of Traffic:</u> The lump sum price for this item shall be full compensation for all labor, equipment, material, and work required for maintenance of traffic in accordance with FDOT Standards and/or Broward County and/or the City of Fort Lauderdale. This item includes but is not limited to, preparing maintenance of traffic plans (MOTs) to appropriate agencies for approval, providing personnel as required to direct traffic (flaggers, crossing guards, local police, etc.), all temporary signage and striping, barricades, temporary barrier walls, drums, cones, installing temporary fencing and walkways as required to maintain pedestrian traffic, installing temporary steel plates for vehicular traffic and all other work incidental to the maintenance of traffic as required by FDOT Standards and/or Broward County and/or the requirements of the City of Fort Lauderdale and the Contract Documents. Payment for Maintenance of Traffic shall not exceed 3% of the sum of Bid Items 5 through 16 and will be made in equal monthly amounts during the duration of the Contract Time.

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<u>Item No. 3 – All Work Associated with Project Record Documents:</u> The lump sum price for this item shall be full compensation for the cost of preparing and submitting approved record drawings and geodatabase data as outlined in the Contract Documents. This item includes, but is not be limited to, preparing record drawings in AutoCAD and AutoCAD Civil 3D format; providing elevations and GPS coordinates for the regraded Rights-of-Way, asphalt (if changed), new storm drains, stormwater structures, outfalls, new seawalls, tie-ins to existing storm drains, deflections, and conflict separations; and other data as may be required in the Contract Documents. Initiation for payment of this bid item will not occur until all items in the list of submittals are approved and accepted by the City. Final payment for this item will not be made until final record drawings (signed and sealed by a Florida registered surveyor) have been received and accepted by the City. Payments for Record Drawings/Geodatabase Data will be made as follows:

ltem	Allowable Percent of Lump Sum For Record Drawings/Geodatabase Data
Draft Record Drawings and	
Geodatabase Data Submitted for	50%
City Approval	3070
Final Record Drawings and	
Geodatabase Data Submitted,	100%
Approved, and Accepted by City	100%

Item No. 4 - All Work Associated with Prevention, Control, and Abatement of Erosion and Water Pollution: The lump sum price indicated for this bid item shall be full compensation for all labor, equipment, and material necessary for preparation, submittal, approval, and implementation of the NPDES Permit Application (Notice of Intent and Notice of Termination), reporting by a person holding a certification as an FDEP NPDES Construction Site Inspector, preparing a Stormwater Pollution Prevention Plan (SWPPP) and implementation of Best Management Practices (BMP) and environmental pollution protection throughout construction as outlined in the Contract Documents and required by the City. Payment for this item will be made in equal monthly payments throughout the duration of active construction and will not be issued prior to Mobilization.

B. Drainage

<u>Item No. 5 – Remove and Dispose of Existing Drainage Structures</u>: The unit price for this item shall be full compensation for all labor, equipment, and material required to remove and dispose of existing drainage structures on a per unit basis. This item includes, but is not limited to, locating, verifying, and protecting existing utilities including support of existing utility poles, saw cutting and removing existing paving and sidewalks, excavating, dewatering, installing temporary sheeting and shoring,

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removing and disposing of unsuitable material, removal and disposal of existing drainage and outfall structures, backfilling and compacting fill material, placing structural asphalt, providing temporary restoration including pavement and temporary asphalt, pavement markings and striping, and all associated restoration work.

<u>Item No. 6 – Remove and Dispose of Existing Drainage Pipe up to 18 Inches Diameter:</u> The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to remove and dispose of existing storm drain or outfall pipes, including in line check valves. This item includes, but is not limited to, locating, verifying and protecting existing utilities including support of existing utility poles, saw cutting and removing existing paving and sidewalks, excavating, dewatering, installing temporary sheeting and shoring, removing and disposing of unsuitable material, removal and disposal of existing piping and inline check valves, backfilling and compacting fill material, placing structural asphalt, providing temporary restoration including pavement and temporary asphalt, pavement markings and striping, and all associated restoration work.

<u>Item No. 7 – Furnish and Install Catch Basins with Concrete Aprons</u>: The unit price for this item shall be full compensation for all labor, equipment, and materials required to furnish and install catch basins with concrete aprons, all in accordance with the Contract Documents on a per unit basis. This item includes, but is not limited to, locating, verifying, and protecting existing utilities including support of existing utility poles, saw cutting and removing of existing pavement and sidewalks, excavating, dewatering, installing temporary sheeting and shoring, removing and disposal of unsuitable material, temporary bracing of existing adjacent structures, construction and installation of the reinforced concrete catch basins, plugged openings (bricks and expanding grout as approved by Engineer), backfill and compaction, base pad, mud work, frames, grates, rims, covers, sealing pipe inlets and outlet, concrete top slabs, all appurtenant items, and associated restoration work. This item also includes formwork, expansion joint material, concrete, and trimming for concrete aprons.

<u>Item No. 8 – Furnish and Install Type C Ditch Bottom Inlets:</u> The unit price for this item shall be full compensation for all labor, equipment, and materials required to furnish and install Type C Ditch Bottom Inlets in accordance with FDOT Index 425-052, all in accordance with the Contract Documents on a per unit basis. This item includes, but is not limited to, locating, verifying, and protecting existing utilities including support of existing utility poles, saw cutting and removing of existing pavement and sidewalks, excavating, dewatering, installing temporary sheeting and shoring, removing and disposal of unsuitable material, temporary bracing of existing adjacent structures, construction and installation of the reinforced concrete Type C Ditch bottom inlet, plugged openings (bricks and expanding grout as approved by Engineer), backfill and compaction, base pad, mud work, frames, grates, rims, covers, sealing pipe inlets and outlet, concrete top slabs, all appurtenant items, and associated restoration work.

<u>Item No. 9 - All Work Associated with Inline Check Valves:</u> The unit price for this item shall be full compensation for all labor, equipment, and materials required to furnish and install WAPRO inline check valves all in accordance with the Contract Documents. This item includes, but is not limited to, furnishing and installing anchor bolts, rings,

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seals, gaskets, valves, grout, testing, and any other items required for a complete and satisfactory installation.

Item No. 10 - All Work Associated with Installation of 15 inch High Performance Storm Drain: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, transport, store, and install high performance storm drain pipe all in accordance with the Contract Documents. The item includes, but it is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, excavating, dewatering, installing temporary sheeting and shoring, removing and disposal of unsuitable material within and below the pipe trench, joint material, pipe bedding, backfilling and compacting fill material, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, post-construction testing, all appurtenant items, and associated incidental restoration work. Measurement for payment shall be the linear feet of pipe installed along the horizontal centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.

Item No. 11 – All Work Associated with Installation of 12 inch Reinforced Concrete Pipe High Performance Storm Drain: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, transport, store, and install reinforced concrete pipe high performance storm drain pipe all in accordance with the Contract Documents. The item includes, but it is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, excavating, dewatering, installing temporary sheeting and shoring, removing and disposal of unsuitable material within and below the pipe trench, joint material, pipe bedding, backfilling and compacting fill material, concrete encasement if required, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, post-construction testing, all appurtenant items, and associated incidental restoration work. Measurement for payment shall be the linear feet of pipe installed along the horizontal centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.

<u>Item No. 12 – Furnish and Install Pollution Retardant Baffles:</u> The unit price for this item shall be full compensation for all labor, equipment, and materials required to furnish and install pollution retardant baffles all in accordance with the Contract Documents. This item includes, but is not limited to, furnishing and installing anchor bolts, angle brackets, seals, gaskets, pollution retardant baffles, grout, and any other items required for a complete and satisfactory installation.

C. Seawall Bid Items

<u>Item No. 13 – All Work Associated with Cantilevered Steel Sheet Pile Wall with</u> <u>Concrete Cap for Seawall 12, 13, 14, and 30</u>: The unit price for this item is the payment, on a linear foot basis, for all materials, labor, equipment, and work necessary and required for the complete installation of a cantilevered steel sheet pile wall with concrete cap <u>for Seawall 12, 13, 14 and 30</u>. This item includes, but is not limited to, application of coating to steel sheet pile wall, installation of cantilevered steel sheet pile wall <u>using a AZ14-770 sheet pile section or stronger</u>, installation of jet filters,

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termination details at ends, all required temporary bracing, shoring, demolition, removal and disposal of existing seawall and/or portions of existing seawall deemed necessary by Contractor to install proposed wall. This item also includes all noise, vibration, and settlement mitigation measures required in accordance with the Contract Documents.

Item No. 14 – All Work Associated with Cantilevered Steel Sheet Pile Wall with Concrete Cap for Seawall 36: The unit price for this item is the payment, on a linear foot basis, for all materials, labor, equipment, and work necessary and required for the complete installation of a cantilevered steel sheet pile wall with concrete cap for Seawall 36. This item includes, but is not limited to, application of coating to steel sheet pile wall, installation of cantilevered steel sheet pile wall using a AZ19-700 sheet pile section or stronger, installation of jet filters, termination details at ends, all required temporary bracing, shoring, demolition, removal and disposal of existing seawall and/or portions of existing seawall deemed necessary by Contractor to install proposed wall. This item also includes all noise, vibration, and settlement mitigation measures required in accordance with the Contract Documents.

<u>Item No. **14–15** – All Work Associated with FDOT Number 57 Stone for Seawall</u> <u>Construction</u>: The unit price for this item is the payment, on a cubic yard basis, for all labor, equipment, material and work required for furnishing and installing FDOT Number 57 stone as required for a complete installation of the proposed seawall. This item includes the furnishing and placement of FDOT Number 57 stone in void spaces between the existing and proposed seawalls as shown in the Contract Documents. This item excludes all FDOT Number 57 stone used for any other purpose.

<u>Item No. **45-16** – All Work Associated with Outfall Drainage Pipe Penetrations through</u> <u>Proposed Seawall</u>: The unit price for this item is the payment, on a unit basis, for all labor, equipment, material, and work necessary and required for constructing 15-inch outfall drain pipe penetrations through the proposed seawall. This item includes, but is not limited to, excavation, removal of existing wall as required, penetration through proposed wall, installing concrete face, installation of manatee grates, backfilling, grading, site restoration and all other appurtenant work as shown in the Contract Documents associated with the pipe penetration.

D. Restoration

<u>Item No. 46-17 – Milling and Resurfacing:</u> The unit price for this item is the payment, on a square yard basis, for all labor, equipment, material, and work necessary for milling and resurfacing SE 10th Street in accordance with the Contract Documents. This item includes, but is not limited to, milling of existing pavement at an average thickness of 1 inch, removing and disposing of the existing asphalt, installing SP-9.5 asphalt concrete overlay at an average thickness of 1 inch to provide a uniform surface within the limits of pavement restoration, applying a tack coat, adjusting rim elevations of existing manholes, catch basins, and valve boxes, providing temporary pavement markings, and saw cutting of all pavement. This item also includes permanent thermoplastic pavement markings, raised retro reflective pavement markers, and all other miscellaneous and appurtenant work.

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<u>Item No. 47-18 – Existing Tree Protection and Disposition</u>: The lump sum price for this item shall be full compensation for all labor, equipment, material and work necessary for the protection of existing trees and landscaping to remain in place; including all aspects of protection, trimming, pruning, fertilizing, and watering; demolition, removal, and disposal of existing trees and landscaping to be removed; and removal and relocation of existing trees to locations defined by the City/Engineer; replacement of trees and any landscape and hardscape impacted in any way by the removal and/or relocation of trees as required to accommodate the work. This item includes, but is not limited to, preparation and submittal of a tree disposition plan as well as the process for submitting and gaining approval of this plan and procuring all permits related to tree removal and/or relocation as required by all regulatory agencies with jurisdiction over this area.

<u>Item No. **18–19** – Miscellaneous Site Restoration</u>: The lump sum price for this item shall be full compensation for all labor, equipment, material, and work necessary for the restoration of the right of way along Las Olas Boulevard and SE 10th Street not included in other bid items. This item includes, but is not limited to, restoring swales, grading, sodding, landscaping, hardscaping, restoration of existing irrigation, sidewalks, edging and hedges, and all other work incidental to the restoration of the right of way as required by the Contract Documents. This item also includes all Work not defined in other Bid Items.

1.04 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for following:
 - 1. Loading, hauling, and disposing of rejected material.
 - 2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
 - 3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
 - 4. Material not unloaded from transporting vehicle.
 - 5. Defective Work not accepted by City.
 - 6. Material remaining on hand after completion of Work.

1.05 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: Payment for stored materials and equipment shall only be made with submittal of "paid" receipts. The Contractor shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the Work items in the Schedule of Payment Items. Copies of itemized invoices shall be submitted for along with the list of materials stored onsite. No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings or preliminary operation and maintenance manuals are acceptable to Engineer.

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- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.
- 1.06 ALLOWANCES
 - A. The allowances shall be used only at the discretion of and as ordered by the City.
 - B. Any portion of these allowances that remain after all authorized payments have been made will be withheld from contract payments and will remain with the City.
 - C. Allowance Accounts
 - Permits, License, and Fees Allowance: The allowance account for this item shall be full compensation for all permits, licenses, and fees required of the Contractor from the various agencies having jurisdiction over the construction of the project. The allowance shown is an estimate of the fees required. Payment will be based on the actual permit, license or fee paid directly to the agency, documented by paid receipts and specifically excluding any labor, markups, overhead and profit, administration, or other costs involved in obtaining the permits, licenses or fees. Fees specifically excluded from this allowance include, but are not limited to, reinspection fees and expired permit fees. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the City of Fort Lauderdale.
 - 2. <u>Undefined Conditions Allowance</u>: The allowance account for this item shall include work associated with undefined conditions or conflicts developing from undefined conditions including, but not limited to, removal, relocation and replacement of gas, cable, telephone and fiber optic utilities in conflict with proposed utilities, structures, or work during construction. All work authorized for payment shall be authorized in writing by the City. Amount to be paid per undefined conditions or conflicts shall be negotiated or agreed to by both parties.
 - 3. <u>Testing Fees Allowance</u>: The allowance account for this item shall be full compensation for payment of testing requested by the City or Engineer. The allowance shown is an estimate of the fees required. Payment will be based on the actual fees paid directly to the testing laboratory, documented by paid receipts and specifically excluding any labor, markups, overhead and profit, administration, or other costs involved in paying fees. The cost of any required test or laboratory analysis with the Contractor fails shall be paid for by the Contractor. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the City of Fort Lauderdale.

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PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

- END OF SECTION -

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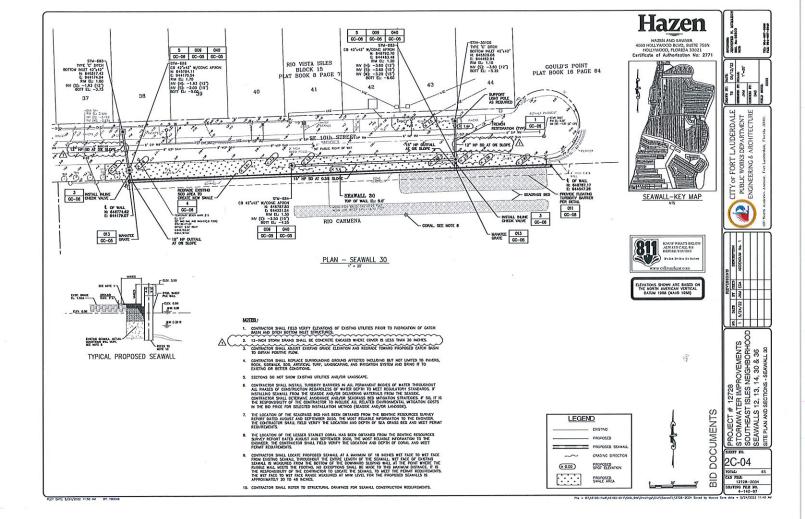
6/16/2022

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6/16/2022



City of Fort Lauderdale • Procurement Services Division

100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301 954-828-5933 Fax 954-828-5576 purchase@fortlauderdale.gov

ITB NO. 12678-923 Public Works Department Engineering Division Southeast Isles Seawalls Replacement (P12728)

ADDENDUM NO. 2

ISSUED: May 26, 2022

Addendum is being issued to provide the information detailed below. It is hereby made a part of the Plans and Specifications and shall be included with all Contract Documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

Revises Bid Item Form

Change From

INSTALLATION OF 12 INCH REINFORCED CONCRETE PIPE

The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, transport, store, and install high performance storm drain pipe all in accordance with the Contract Documents. The item includes, but it is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, excavating, dewatering, installing temporary sheeting and shoring, removing and disposal of unsuitable material within and below the pipe trench, joint material, pipe bedding, backfilling and compacting fill material, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, post-construction testing, all appurtenant items, and associated incidental restoration work. Measurement for payment shall be the linear feet of pipe installed along the horizontal centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.

Change To:

INSTALLATION OF 12 INCH HIGH PERFORMANCE STORM DRAIN

The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, transport, store, and install high performance storm drain pipe all in accordance with the Contract Documents. The item includes, but it is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, excavating, dewatering, installing temporary sheeting and shoring, removing and disposal of unsuitable material within and below the

ADDENDUM No. 2

ITB NO. 12678-923 P12728

pipe trench, joint material, pipe bedding, backfilling and compacting fill material, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, post-construction testing, all appurtenant items, and associated incidental restoration work. Measurement for payment shall be the linear feet of pipe installed along the horizontal centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.

Change From:

CANTILEVERED STEEL SHEET PILE WALL WITH CONCRETE CAP

The unit price for this item is the payment, on a linear foot basis, for all materials, labor, equipment, and work necessary and required for the complete installation of a cantilevered steel sheet pile wall with concrete cap. This item includes, but is not limited to, application of coating to steel sheet pile wall, installation of cantilevered steel sheet pile wall, installation of cantilevered steel sheet pile wall, installation of jet filters, termination details at ends, all required temporary bracing, shoring, demolition, removal and disposal of existing seawall and/or portions of existing seawall deemed necessary by Contractor to install proposed wall. This item also includes all noise, vibration, and settlement mitigation measures required in accordance with the Contract Documents.

Change To:

CANTILEVERED STEEL SHEET PILE WALL WITH CONCRETE CAP FOR SEAWALL 12, 23, 14, AND 30

The unit price for this item is the payment, on a linear foot basis, for all materials, labor, equipment, and work necessary and required for the complete installation of a cantilevered steel sheet pile wall with concrete cap for Seawall 12, 13, 14 and 30. This item includes, but is not limited to, application of coating to steel sheet pile wall, installation of cantilevered steel sheet pile wall using a AZ14-770 sheet pile section or stronger, installation of jet filters, termination details at ends, all required temporary bracing, shoring, demolition, removal and disposal of existing seawall and/or portions of existing seawall deemed necessary by Contractor to install proposed wall. This item also includes all noise, vibration, and settlement mitigation measures required in accordance with the Contract Documents.

ADDS

CANTILEVERED STEEL SHEET PILE WALL WITH CONCRETE CAP FOR SEAWALL 36

The unit price for this item is the payment, on a linear foot basis, for all materials, labor, equipment, and work necessary and required for the complete installation of a cantilevered steel sheet pile wall with concrete cap for Seawall 36. This item includes, but is not limited to, application of coating to steel sheet pile wall, installation of cantilevered steel sheet pile wall using a AZ19-700 sheet pile section or stronger, installation of jet filters, termination details at ends, all required temporary bracing, shoring, demolition, removal and disposal of existing seawall and/or portions of existing seawall deemed necessary by Contractor to install proposed wall. This item also includes all noise, vibration, and settlement mitigation measures required in accordance with the Contract Documents.

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ADDENDUM No. 2

ITB NO. 12678-923 P12728

All other terms, conditions, and specifications remain unchanged.

Paulette Hemmings Turner

Procurement Specialist

Company Name:	Poseidon Dredge & Marine Inc.
	(please print)
Bidder's Signature:	H C
Date: 06/13/2022	



City of Fort Lauderdale • Procurement Services Division

100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301 954-828-5933 Fax 954-828-5576 purchase@fortlauderdale.gov

ITB NO. 12678-923 Public Works Department Engineering Division Southeast Isles Seawalls Replacement (P12728)

ADDENDUM NO. 3

ISSUED: May 27, 2022

Addendum is being issued to Extend Question & Answer Date.

Question & Answer Date Extended to June 6, 2022

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

All other terms, conditions, and specifications remain unchanged.

Paulette Hemmings Turner

Procurement Specialist

Company Name:		Poseidon Dredge & Marine Inc.
	-	(please print)
Bidder's Signature:		-
Date:	06/13/2022	



City of Fort Lauderdale • Procurement Services Division

100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301 954-828-5933 Fax 954-828-5576 purchase@fortlauderdale.gov

ITB NO. 12678-923 Public Works Department Engineering Division Southeast Isles Seawalls Replacement (P12728)

ADDENDUM NO. 4

ISSUED: June 1, 2022

Addendum is being issued to Update Item Response Form Unit of Measure and to Account for Bidsync generated Addendum 4, 5 & 6.

UPDATES UNIT OF MEASURE

12678-923-01-11 Installation Of 12-Inch-High Performance Storm Drain

Change From 70 acre to 70 linear foot

12678-923-01-12 Furnish And Install Pollution Retardant Baffles

• Change from 6 acre to 6 each

12678-923-01-13 Cantilevered Steel Sheet Pile Wall W Concrete Cap For Seawall 12, 13, 14, And 30

• Change Bid Quantity from 790 Acre to 684 linear foot

12678-923-01-14 FDOT Number 57 Stone For Seawall Construction

Change from 310 acre to 310 cubic yard

12678-923-01-15 Outfall Drainage Pipe Penetrations Through Proposed Seawall Milling And Resurfacing

Change from 1400 acre to 1400 square yard

ADDENDUM No. 4

ITB NO. 12678-923 P12728

12678-923-01-19 CANTILEVERED STEEL SHEET PILE WALL WITH CONCRETE CAP FOR SEAWALL <u>36</u>

Change from 684 If to 106 If

NOTE: There were issues with correcting these above referenced items via BidSync initially. Attempting to rectify these issues resulted in BIDSYNC generating addendum 4,5 and 6. Please disregard these BIDSYNC generated addendums 4, 5 & 6 and refer only to the written Addendums on City Documents when listing addendums in your bid Certification Page. This Addendum 4 officially corrects and replaces the previous Addendum 4, 5 & 6.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

All other terms, conditions, and specifications remain unchanged.

Paulette Hemmings Turner

Procurement Specialist

Company Name:	Poseidon Dredge & Marine Inc.
	(please print)
Bidder's Signature:	YOU
Date: 06/13/2022	

City of Fort Lauderdale • Procurement Services Division

100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301 954-828-5933 Fax 954-828-5576 purchase@fortlauderdale.gov

ITB NO. 12678-923 Public Works Department Engineering Division Southeast Isles Seawalls Replacement (P12728)

ADDENDUM NO. 5

ISSUED: June 2, 2022

Addendum is being issued to Corrects Addendum 4 item **# 12678-923-01-15 and responds to** question **#20**

Change From 12678-923-01-15 Outfall Drainage Pipe Penetrations Through Proposed Seawall Milling And Resurfacing

Change from 1400 acre to 1400 square yard

Change To

12678-923-01-15 Outfall Drainage Pipe Penetrations Through Proposed Seawall

• Change from 6 acre to 6 each

12678-923-01-16 Milling and Resurfacing

• 1400 square yard

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

All other terms, conditions, and specifications remain unchanged.

Paulette Hemmings Turner

Procurement Specialist

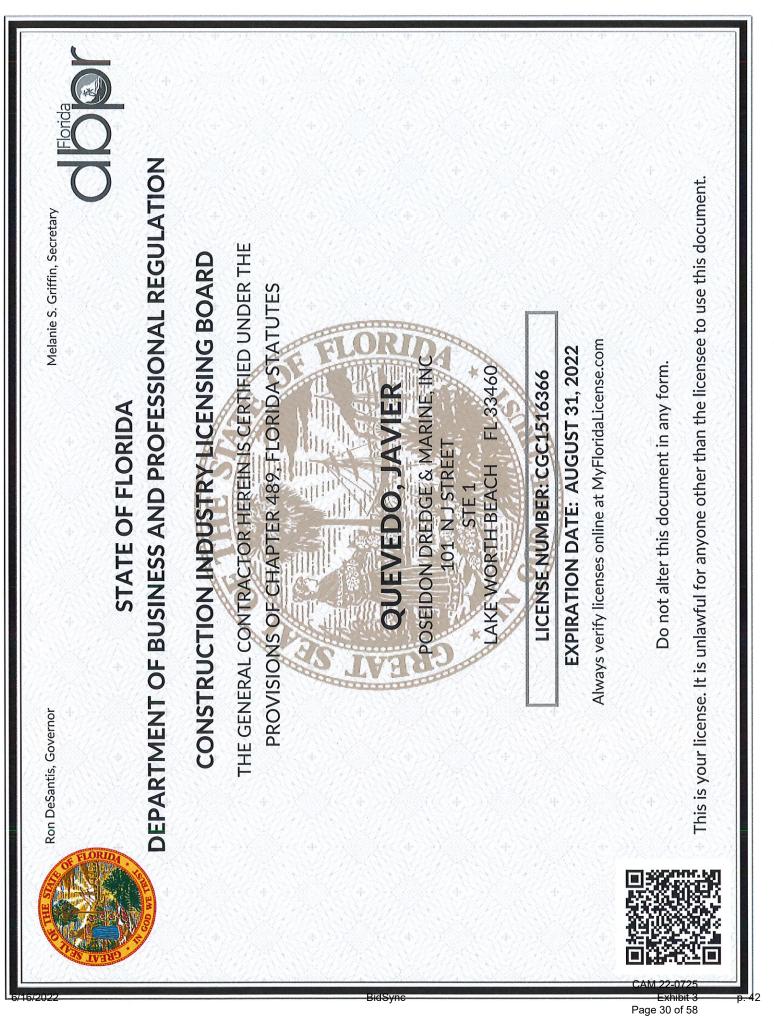
Company Name:	Poseidon Dredge & Marine Inc.	
	(please print)	
Bidder's Signature:		
Date: 06/13/2022		



CERTIFICATIONS & LICENSE

101 N J St. Suite 1 | Lake Worth Beach, Fl 33460 | O: 561-296-4991 | F: 561-697-3238

BidSync



12678-923

Detail by Entity Name

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation **POSEIDON DREDGE & MARINE, INC Filing Information**

Document Number P13000089955 **FEI/EIN Number** N/A **Date Filed** 11/04/2013 State FL Status ACTIVE **Principal Address** 101 N J Street Suite 1

Changed: 04/05/2022

Mailing Address

101 N J Street Suie 1 SUITE A Lake Worth Beach, FL 33460

Lake Worth Beach, FL 33460

Changed: 04/05/2022

Registered Agent Name & Address

QUIROS, KARINA 101 N J Street Suite 1 Lake Worth Beach, FL 33460

Address Changed: 04/05/2022

Officer/Director Detail

Name & Address

Title DIR

QUIROS, KARINA 101 N J Street SUITE 1 Lake Worth Beach, FL 33460

6/16/2022

Detail by Entity Name

Title President

Quiros, Karina 101 N J Street Suite 1 Lake Worth Beach, FL 33460

Title Secretary

Quiros, Karina 101 N J Street Suite 1 Lake Worth Beach, FL 33460

Annual Reports

Report Year	Filed Date
2020	02/24/2020
2021	02/08/2021
2022	04/05/2022

Document Images

04/05/2022 ANNUAL REPORT	View image in PDF format
02/08/2021 ANNUAL REPORT	View image in PDF format
02/24/2020 ANNUAL REPORT	View image in PDF format
02/18/2019 ANNUAL REPORT	View image in PDF format
01/29/2018 ANNUAL REPORT	View image in PDF format
02/27/2017 ANNUAL REPORT	View image in PDF format
03/28/2016 ANNUAL REPORT	View image in PDF format
04/20/2015 ANNUAL REPORT	View image in PDF format
03/11/2014 ANNUAL REPORT	View image in PDF format
11/04/2013 Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrdet=EOSE105... BidSync

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^{2/2} p. 44

12678-923 Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399 850-487-0915 www.dms.myflorida.com/osd Poseidon Dredge & Marine, Inc. 287 and 295.187, Florida Statutes, for a period from: Is certified under the provisions of 01/04/2023 Florida Department of Management Services Jonathan R. Satter, Secretary 2 01/04/2021 Office of Supplier Diversity SERVICES

Exhibit 3 Page 33 of 58

6/16/2022

BidSync

12678-923



Florida Department of Transportation

RON DESANTIS GOVERNOR

605 Suwannee Street Tallahassee, FL 32399-0450 KEVIN J. THIBAULT, P.E. SECRETARY

June 18, 2021

POSEIDON DREDGE & MARINE, INC 319 WICKLINE BLVD LANTANA, FLORIDA 33462

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application <u>must be</u> filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

Dredging, Fender systems, Retaining Walls, Rip Rap, Seawalls, Steel Sheet Piles.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan Autry, Manager Contracts Administration Office

AA:cg

Improve Safety, Enhance Mobility, Inspire Innovation www.fdot.gov

> CAM 22-0725 Exhibit 3 Page 34 of 58



Florida Fish and Wildlife Conservation Commission

Commissioners Robert A. Spottswood Chairman Key West

Michael W. Sole Vice Chairman Tequesta

Rodney Barreto Coral Gables

Steven Hudson Fort Lauderdale

Gary Lester Oxford

Gary Nicklaus Jupiter

Sonya Rood St. Augustine

Office of the Executive Director Eric Sutton Executive Director

Thomas H. Eason, Ph.D. Assistant Executive Director

Jennifer Fitzwater Chief of Staff

850-487-3796 850-921-5786 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street Tallahassee, Florida 32399-1600 Voice: 850-488-4676

Hearing/speech-impaired: 800-955-8771 (T) 800 955-8770 (V)

MyFWC.com

October 26, 2021

Javier Quevedo POSEIDON DREDGE & MARINE, INC 319 WICKLINE BLVD LANTANA, FL 33462

RE: CONFIRMATION OF CONTRACTOR'S PREQUALIFICATION

Dear Mr. Quevedo:

In accordance with Chapter 120 Laws of Florida, pursuant to Section 255.29, Florida Statutes, and in accordance with the Department of Management Services Rules and Regulations 60D-5, you are advised that your firm is prequalified for bidding with the Florida Fish and Wildlife Conservation Commission as a **Certified General Contractor**.

Your request for prequalification was approved on October 12, 2021 at 1:44PM and will be effective 120 hours later. Your prequalification with the Commission will be active until August 31, 2022.

This prequalification does not remove the need to comply with other specialized qualification requirements of the contract documents. Please resubmit your prequalification package, prior to the above expiration date, with your new and/or renewed license(s).

If you have any concerns or questions about prequalification with the Commission, please contact <u>FWCPrequalification@myfwc.com</u>.

Thank you,

Alyssa DeLong





Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

4/26/2021

Ms. Karina Quiros POSEIDON DREDGE & MARINE, INC. **319 WICKLINE BLVD** LANTANA, FL 33462

Dear Karina Quiros:

6/16/2022

Congratulations! Your firm has been certified as an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration's (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

In order to maintain your certification, your firm is required to annually attest to meeting the WOSB Program requirements set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR). This annual attestation must be submitted within 30 days of the anniversary date of your certification, which is the date on this letter. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining EDWOSB certification are available at 13 CFR 127.400 and at beta.Certify.sba.gov.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in beta.Certify.sba.gov. Your firm must not misrepresent its EDWOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified EDWOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: https://www.sba.gov/tools/local-assistance.
- WOSB website: For specific resources on government contracting and the WOSB Federal Contracting Program, please visit: https://www.sba.gov/wosbready

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Exhibit 3

 SBA's 7(j) Program: EDWOSB firms may also be eligible for 7(j) management and technical assistance by contacting their local SBA district office please visit: <u>https://www.sba.gov/tools/local-assistance</u>.

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <u>https://beta.certify.sba.gov/help/</u> or check the SBA web site, <u>www.sba.gov/wosbready</u>.

Wishing you much success!

Sincerely,

Thomas J. McGrath

Thomas McGrath Deputy Director Office of Government Contracting



2



Office of Equal Business Opportunity 50 South Military Trall, Suite 202 West Palm Beach, FL 33415 (561) 616-6840 www.pbcgov.com/oebo



Palm Beach County Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Welss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

12/14/2020

Karina Quiros, President Poseidon Dredge & Marine, Inc. 319 Wickline Blvd., Ste A Lantana FL 33462-3184

Dear Ms. Quiros:

The Palm Beach County Office of Equal Business Opportunity (OEBO) has completed its review of your application and documents and is pleased to announce that your firm has been recertified for:

95935 - Construction Services, General (Marine) 96834 - Dredging Services

as a Small/Minority Business Enterprise (S/MBE) for three (3) years, expiring January 25, 2024. You will not receive Small/Minority Business Enterprise (S/MBE) consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified S/M/WBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 6166840.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OEBO. Your company name and vendor code must be the same in both Purchasing and OEBO. Failure to maintain your firm in accordance with S/ M/WBE requirements contained in the Palm Beach County Code or failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of Poseidon Dredge & Marine, Inc. with vendor code VS0000007137.

Sincerely,

Deirdre Kyle SBD Specialist III

p. 51

BidSync



South Florida Water Management District

April 8, 2021

REGISTERED VENDOR NO.: 121697

Ms. Karina Quiros, President Poseidon Dredge & Marine, Inc. 319 Wickline Blvd, Suite A Lantana, FL 33462

CERTIFICATION EFFECTIVE DATE: April 08, 2021

CERTIFICATION EXPIRATION DATE: April 08, 2024

Dear Ms. Quiros:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may <u>only</u> be applied when business is conducted in the following area(s):

Marine Construction and Dredging Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jon hopen ox

Joni Lynn Fox Sr. Contract Compliance Specialist Procurement Bureau

JLF

eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our **Minority and Small Business Manager** Gregory K. Hart, Manager MARINE CONSTRUCTION AND RELATED SERVICES; MARINE EQUIPMENT MAINTENANCE AND REPAIR This is to certify that in accordance with City of Tampa Ordinance 2008-89 The certification is valid from March 21, 2021 to March 21, 2023 **Minority and Small Business Development** Florida Minority Business Enterprise (MBE) Poseidon Dredge & Marine, Inc. In the following specialty(ies) is hereby certified as a Certification Program it determines eligibility requirements are not being met.

BidSync

6/16/2022

CAM 22-0725 Exhibit 3 Page 41 of 58

Palm Beach County Office of Equal Business Opportunity

6/16/202

Certifies That

Poseidon Dredge & Marine, Inc. Vendor # VS000007137

is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from January 26, 2021 to January 25, 2024

The following services and/or products are covered under this certification:

Construction Services, General (Marine); Dredging Services

BidSync

12/16/2020

Allen Gray, M

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor Robert S. Weinroth, Vice Mayor Maria G. Marino

Gregg K. Weiss Maria Sachs Melissa McKinla Mack Bernard **County Administrator**

ORIV

Verdenia C. Baker

Exhibit 3 Page 42 of 58



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER CONTACT Crystal Pounders							
Kelly White & Associates Insurance, LLC	PHONE 904-880-8881 [A/C, No, Ext): 904-880-8881						
1622 Hickman Road (A/C, No, Ext): 904-900-9001 (A/C, No):							
	INSURER(S) AFFORDING COVERAGE NAIC #						
Jacksonville FL 32216	INSURER A: Travelers Property Casualty Company of America 25674						
INSURED	INSURER B :						
Poseidon Dredge & Marine, Inc.	INSURER c : Travelers Property Casualty Company of America 25674						
319 Wickline Blvd Ste A	INSURER D : Manufacturers Alliance Insurance Co 36897						
	INSURER E: Travelers Property Casually Company of America 25674						
Lantana FL 33462-3184	INSURER F :						
COVERAGES CERTIFICATE NUMBER: POSE22022							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BE	NY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,						
INSRI ADDLISUBRI	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS						
LTR TYPE OF INSURANCE INSD POLICY NUMBER X COMMERCIAL GENERAL LIABILITY	1 000 000						
	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
X Marine Contractor's Legal	MED EXP (Any one person) \$ 10,000						
A X Blanket Contractual Liability ZOL-61N49606-22-ND	02/18/2022 02/18/2023 PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	P&I Inc Jones Act \$ \$1,000,000						
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident) \$						
ANY AUTO	BODILY INJURY (Per person) \$						
AUTOS ONLY AUTOS	BODILY INJURY (Per accident) \$						
HIRED NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$						
	\$						
X UMBRELLA LIAB X OCCUR	EACH OCCURRENCE \$ 2,000,000						
C EXCESS LIAB CLAIMS-MADE ZOB-31N49871-22-ND	02/18/2022 02/18/2023 AGGREGATE \$ 2,000,000						
DED RETENTION\$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	X STATUTE OTH- Includes USL&H						
D OFFICER/MEMBER EXCLUDED?	02/18/2022 02/18/2023 E.L. EACH ACCIDENT \$ 1,000,000						
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$ 1,000,000 350,000						
E Rented & Leased Equipment ZOL-61N49606-22-ND	02/18/2022 02/18/2023						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sched	ile, may be attached if more space is required)						
CERTIFICATE HOLDER CANCELLATION							
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	AUTHORIZED REPRESENTATIVE						
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12678-923

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE						(MM/DD/YYYY) /18/2022		
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS	IVELY O	R NEGATIVELY AMEND DOES NOT CONSTITU	, EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	ATE HO BY TH	LDER. THIS E POLICIES
REPRESENTATIVE OR PRODUCER, A				(!) t h-				
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to the te	erms and conditions of t	he pol	icy, certain p	olicies may			
PRODUCER			CONTA NAME:					
StateFarm ANTHONY GARCIA IN	SURANCE	3	PHONE		93-9822	FAX (A/C, No): 561-7	93-9881
1035 S. STATE RD. 7, 3	SUITE 31	1	É-MAIL ADDRE	SS:				
WELLINGTON, FL 334	141					ING COVERAGE		NAIC #
			INSUR	ERA: State Fa	arm Mutual A	utomobile Insurance Co	mpany	25178
INSURED			INSUR	ER B :	ř.			
POSEIDON DREDGE & MAI			INSUR	ER C :				
319 WICKLINE BLVD STE A			INSUR	ER D :				
LANTANA , FL 33462-3184			INSUR					
COVERAGES CER	TILLOAT		INSUR	ERF:				
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY	s of Insu Equireme Pertain,	ENT, TERM OR CONDITION THE INSURANCE AFFORE	OF ANDED BY	Y CONTRAC	o the insur f or other es describe	DOCUMENT WITH RESI D HEREIN IS SUBJECT	PECT TO	WHICH THIS
EXCLUSIONS AND CONDITIONS OF SUCH	ADDL SUBR	l	BEEN	POLICY EFF (MM/DD/YYYY)			UTC	
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						DAMAGE TO RENTED	\$	
						PREMISES (Ea occurrence) MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	s	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s	
						PRODUCTS - COMP/OP AGO		
OTHER:							\$	
AUTOMOBILE LIABILITY		D31 6128-F22-59A		12/22/2021	12/22/2022	COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO		G55 2344-B07-59		02/07/2022	02/07/2023	BODILY INJURY (Per person)	\$ 1,00	00,000
OWNED AUTOS ONLY SCHEDULED						BODILY INJURY (Per acciden	t) \$ 1,00	00,000
HIRED NON-OWNED AUTOS ONLY		G77 3035-B16-59		02/16/2022	02/16/2023	PROPERTY DAMAGE (Per accident)	\$ 1,00	00,000
							\$	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
DED RETENTION \$							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	1.8	
AND EMPEOTENCE LABELT Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOY	EE \$	
DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMI	т \$	
		10 10						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC		D 101. Additional Remarks Sabada	ule may	he attached if mo	re space is requi	red)		
JESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOR	D 101, Additional Remarks Sched	ule, may	be attached if mo	re space is requi	red)		
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			CAN	CELLATION				
CERTIFICATE HOLDER				OLLEATION				
			THE	E EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS.		
			AUTHO			luipa lanas		
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6/16/2022

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12678-923

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE					(MM/DD/YYYY) /18/2022			
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.						E POLICIES		
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjec this certificate does not confer rights	t to the te	erms and conditions of t	he poli uch enc	cy, certain p lorsement(s	olicies may			
PRODUCER StateFarm ANTHONY GARCIA IN		-0	CONTA NAME:	СТ		EAY	504 7	
StateFarm ANTHONY GARCIA IN 1035 S. STATE RD. 7,			PHONE (A/C, No E-MAIL ADDRE	<u>561-79</u> ss:	561-793-9822 FAX (A/C, No): 561-793			
WELLINGTON, FL 334	141		INSURER(S) AFFORDING COVERAGE					NAIC # 25178
INSURED			INSURE	RB:				
		•	INSURE	RC:				
319 WICKLINE BLVD STE A LANTANA , FL 33462-3184	A		INSURE					
LANTANA, TE 33402-3104			INSURE					
COVERAGES CEF	RTIFICAT	E NUMBER:	INSURE	RF:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	s of Insl Equireme Pertain, Policies	RANCE LISTED BELOW HA ENT, TERM OR CONDITION THE INSURANCE AFFORD . LIMITS SHOWN MAY HAVE	I OF AN	Y CONTRAC THE POLICIE REDUCED BY	o the insur f or other es describe paid claims	ED NAMED ABOVE FOR DOCUMENT WITH RESP D HEREIN IS SUBJECT	PECT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUB	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person)	\$	
		(ð.)		2		PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	
						PRODUCTS - COMP/OP AGO	\$ \$	
AUTOMOBILE LIABILITY		D31 6128-F22-59A		06/22/2021	06/22/2022	COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO				1		(Ea accident) BODILY INJURY (Per person)	-	00,000
OWNED AUTOS ONLY AUTOS		G55 2344-B07-59			02/07/2023	BODILY INJURY (Per acciden		
		G77 3035-B16-59		02/16/2022	02/16/2023	PROPERTY DAMAGE (Per accident)	\$ 1,00 \$	00,000
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE						AGGREGATE	s	
DED RETENTION \$	1		5				\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYE	E \$	
Îf yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	5	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOR	D 101, Additional Remarks Schede	ule, may b	e attached if mo	re space is requi	red)		
CERTIFICATE HOLDER				CELLATION	4			
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
			AUTHO	RIZED REPRESE		A A		
1						lvira lopsz		
				© 19	88-2015 AC	ORD CORPORATION.	All rig	hts reserved

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The Bidder shall have previous construction experience in constructing new seawalls, in the State of Florida within the last ten (10) years.

Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: Poseidon Dredge & Marine Inc.

CLIENT NO.1 - Name of firm to be contacted: Palm Beach County Engineering & Public Works

Address: 2300 N Jog Rd West Palm Beach, Florida 33411

Contact Person: Zachary King

Phone No: (561) 684-4180

Contact E-Mail Address: Zking@pbcgov.org

Project Performance Period: 08/31/2022 to 11/06/2020 Dates should be in mm/yy format

Project Name : Loxahatchee River Road

Location of Project: ______Jupiter, Florida

Description of the overall scope: ______ Emergency repair project to the north and south approached to the

existing bridge . 425 LF of steel sheet pile with reinforced concrete cap installed in front of

an existing gravity wall that was failing . Removed and reinstalled an active 12" watermain that runs

adjacent and through the bridge structures. Sidewalk, crubing and road was replaced.

Description of work that was self-performed by Bidder: All work was preformed by Poseidon Dredge & Marine

CLIENT NO.2 - Name of firm to be contacted: City of Daytona Beach

Address: 301 S Ridgeway Ave Daytona Beach, Florida 32114

Contact Person: Jim Nelson

Phone No: (386) 671-8613

Contact E-Mail Address: Nelsonjames@codb.us

Project Performance Period: 08/03/2020 to 12/01/2020 Dates should be in mm/yy format

Project Name : Riverfront Park Seawall Replacement

Location of Project: Daytona Beach, Florida

Description of the overall scope: _____Install new block seawall with 2 observation decks . Removal of

approximately 1,366 LF ft. of coquina block seawall and replace with the same LF. of composite seawall within

18" water-ward of the existing block seawall . Removal of three 500 sq. ft timber overlooks and timber piles.

Install same timber overlooks with concrete piles.

Description of work that was self-performed by Bidder: All work was preformed by Poseidon Dredge & Marine

CLIENT NO.3 - Name of firm to be contacted: Jacksonville August Bridge Drive

Address: 2831 Talleyard Ave Jacksonville, Florida 32206

Contact Person: Jose Vasquez

Phone No: (904) 357-3000

Contact E-Mail Address: <u>Jose.vazquez@jakport.com</u>

Project Performance Period: 04/01/2021 to 12/01/2021 Dates should be in mm/yy format

Project Name : August Drive Sheet Pile Wall Replacement

Location of Project: Port of Jacksonville , Florida

Description of the overall scope: Sheet pile wall replacement ,bridge abutment sheet wall,

concrete cap, paving and site restoration while the bridge was active .

Description of work that was self-performed by Bidder: All work was preformed by Poseidon Dredge & Marine

CLIENT NO.3 - Name of firm to be contacted: Isles of Palms						
Address: 101 N.E 3rd Ave Fort Lauderdale, Florida 33301						
Contact Person: Francisco Rios P.E						
Phone No: (954) 828-5807						
Contact E-Mail Address: Frios@fortlauderdale.gov						
Project Performance Period: 01/2020 to 11/2020 Dates should be in mm/yy format						
Project Name : Isle of Palm Drive Seawall Replacement						
Location of Project: Fort Lauderdale						
Description of the overall scope: <u>Removal of 922 LF of an exusting coquina gravity wall.</u> Installation of a new steel sheet pile wall with a concrete cap per FDOT standards.						
Description of work that was self-performed by Bidder: All work was preformed by Poseidon Dredge & Marine						

3

CONSTRUCTION BID CERTIFICATION

<u>Please Note:</u> It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) Poseidon Dredge & Marine Inc.

Address: 319 Wickline Blvd Suite A

City: LantanaState: FLZip: 33462

Telephone No.: 15612964991FAX No.: 15616973268Email: peterk@pdmarineinc.com

Check box if your firm qualifies for MBE / SBE / WBE:

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Karina Quiros Name	President Title	Name	Title
Peter Kolb Name	Vice President Title	Name	Title

<u>ADDENDUM ACKNOWLEDGEMENT</u> - Bidder acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1 2	5/26/22 5/26/22	3 4	5/27/22 6/1/22	5	6/2/22

<u>VARIANCES</u>: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. You must also click the "Take Exception" button.

N/A

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in

this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Peter Kolb Name (printed)

06082022 Date Peter Kolb Signature

Vice President Title

Revised 4/28/2020

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. Not applicable	0	0	\$0	\$0
В.			\$	\$
С.			\$	\$
D.			\$	\$

Total: \$**0**

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE: 06/08/202

Peter Kolb (SIGNATURE)

STATE OF: FloridaCOUNTY OF: Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Peter Kolb

(Name of Individual Signing)

Peter Kolbwho, after first being duly sworn by me, affixed his/her signature in the space provided above on this **8th**day of **June**, 20**22**.

Natasha Martin NOTARY PUBLIC

My Commission Expires: Jan 25, 2024

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: Poseidon Dredge & Marine Inc.

President Karina Quiros

Business Address: **319 Wickline Blvd Suite A** Lantana, Fl. 33462

Telephone: 15612964991

Fax: 5616973268

E-Mail Address: peterk@pdmarineinc.com

What was the last project of this nature which you completed? Include the year, description, and contract value.

Moonshine Creek-2020. Dredging 3500 cuyds in the loxahatchee river for Jupiter Inlet district. \$ 650,000.00

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

2020. Moonshine Creek. Duck Unlimited. Malcom Baldwin. 843-789-0417. Mbaldwin@ducks.org. dredging 3500 cuyds on the loxahatchee River for the Jupiter Inlet district. 650.000.00 2019. Dania Beach Municipal Dredging. Dredged out City Marina. \$ 138,000.00. Eric Brown, 954-924-6800 X 3700. 2019. Currie Park. WPB. 3000 cuyds dredging out channels and boat ramp. \$ 1,196,625.58. Kevin Volbrecht. 561-494-1091

How many years has your organization been in business? **Poseidon Dredge & Marine Inc.**

Have you ever failed to complete work awarded to you; if so, where and why? **No**

The name of the qualifying agent for the firm and his position is: Javier Quevedo - Operations

Certificate of Competency Number of Qualifying Agent: CGC1516366

Effective Date: August 2015Expiration Date: August 31,2022

Licensed in: **Palm Beach County/ Florida** Engineering Contractor's License # **CGC1516366** (County/State)

Expiration Date: August 31,2022

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor <u>must</u> have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

- Have you personally inspected the proposed work and have you a complete plan for its performance?
 ves
- 2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.
- a) Survey
- b) Hauling
- c)
- d)
- e)
- f)
- g)
- 3. What equipment do you own that is available for the work? **Tug Boat, Barges, Crane, Excavators.**
- 4. What equipment will you purchase for the proposed work? **None**
- 5. What equipment will you rent for the proposed work? **None**

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BidSync

Peter D Kolb VP of Operations Authorized Signature Title

Peter D Kolb Name (Printed) 6/08/2022 Date

Exhibit 3

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

- 1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
- 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Peter D Kolb Authorized Signature Peter D Kolb. VP of Operations Print Name and Title

6/08/2022 Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

🕑 Visa

Poseidon Dredge & Marine Inc. Company Name

Peter D Kolb Name (Printed)

06082022 Date

Peter D Kolb Signature

VP of Operations Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 12678-923

Project Description: Seawall Replacement with outfalls and paving

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

BidSync

Contractor/Proposer/ Bidder Company Name: Poseidon Dredge & Marine Inc.

Authorized Company Person's Signature: **Peter D Kolb**

Authorized Company Person's Title: **VP of Operations**

Date: 05022022

9/15/2020