



City of Hollywood
Public Utilities
Vincent Morello, Director
2600 Hollywood Boulevard, Hollywood, FL 33020

[FOSTER MARINE CONTRACTORS INC] RESPONSE DOCUMENT REPORT

IFB No. IFB-361-26-JJ

Lakes Neighborhood Exfiltration – Phase 1 (11063)

RESPONSE DEADLINE: February 12, 2026 at 3:00 pm

Report Generated: Tuesday, February 24, 2026

Foster Marine Contractors Inc Response

CONTACT INFORMATION

Company:

Foster Marine Contractors Inc

Email:

jodi@foster-marine.net

Contact:

Jodi Feliu

Address:

3180 Fairlane Farms Road

Suite 1

Wellington, FL 33414

Phone:

N/A

Website:

www.fostermarineinc.com

Submission Date:

Feb 12, 2026 2:48 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 12, 2026 11:45 AM by Jodi Feliu

Addendum #2

Confirmed Feb 12, 2026 11:45 AM by Jodi Feliu

Addendum #3

Confirmed Feb 12, 2026 11:45 AM by Jodi Feliu

Addendum #4

Confirmed Feb 12, 2026 11:45 AM by Jodi Feliu

Addendum #5

Confirmed Feb 12, 2026 11:45 AM by Jodi Feliu

Addendum #6

Confirmed Feb 12, 2026 11:45 AM by Jodi Feliu

Addendum #7

Confirmed Feb 12, 2026 11:45 AM by Jodi Feliu

QUESTIONNAIRE

1. VENDOR REFERENCE FORM*

Please download the below documents, complete, and upload.

- [Vendor Reference Form.pdf](#)

Vendor_Reference_Form.pdf

2. HOLD HARMLESS AND INDEMNITY CLAUSE*

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Confirmed

3. NON-COLLUSION STATEMENT*

I, being first duly sworn, depose that:

- A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
- B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- C. Such Proposal is genuine and is not a collusion or sham Proposal;
- D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

4. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

The applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Confirmed

5. DRUG-FREE WORKPLACE PROGRAM*

- A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee’s community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

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

Confirmed

6. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY *

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. “No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.” The term “public officer” includes “any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of “gifts” includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Confirmed

7. Certificate of Insurance*

See requirements in the [#SPECIAL TERM AND CONDITIONS](#) section.

Certificate_of_Insurance.pdf

8. PROOF OF SUNBIZ REGISTRATION*

Enter company FEIN to be verified in Sunbiz

59-1054370

[Click to Verify](#) *Value will be copied to clipboard*

9. ACKNOWLEDGMENT AND SIGNATURE PAGE

IF CORPORATION - DATE INCORPORATED/ORGANIZED:*

July 2, 1964

STATE INCORPORATED/ORGANIZED:*

Florida

REMITTANCE ADDRESS*

3180 Fairlane Farms Road, Suite 1

Wellington, Florida 33414

BIDDER/PROPOSER'S AUTHORIZED REPRESENTATIVE'S TYPED FULL NAME*

Michael Czajkowski

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.*

Confirmed

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

Confirmed

BID FORM*

Please download the below documents, complete, and upload.

- [Bid Form MASTER.docx](#)

Bid_Guaranty_(Bid_Form_Master).pdf

FINAL_Bid_Submittal_-_City_of_Hollywood_Lakes_Neighborhood_Exfiltration.pdf

10. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM STATEMENT IS SUBMITTED TO THE CITY OF HOLLYWOOD BY:*

(Print individual's name and title) (Print name of entity submitting sworn statement)

Michael Czajkowski, President

SWORN STATEMENT CONTINUATION:*

Enter business address:

3180 Fairlane Farms Road, Suite 1, Wellington, Florida 33414

SWORN STATEMENT CONTINUATION:*

Enter Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

59-1054370

SWORN STATEMENT CONTINUATION:*

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

Yes, understood

SWORN STATEMENT CONTINUATION:*

I understand that “Affiliate,” as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Confirmed

SWORN STATEMENT CONTINUATION:*

I understand that “person,” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

Confirmed

SWORN STATEMENT CONTINUATION:*

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

SWORN STATEMENT CONFIRMATION*

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

ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Confirmed

PRICE TABLES

HOLLYWOOD LAKES EXFILTRATION - PHASE I

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Bonds and Insurance (1% of Subtotal)	1	LS	\$37,666.40	\$37,666.40
2	Mobilization/Demobilization (5% max. of Subtotal)	1	LS	\$188,331.98	\$188,331.98
3	Erosion and Sediment Control (1% of Subtotal)	1	LS	\$37,666.40	\$37,666.40
4	Maintenance of Traffic (7% of Subtotal)	1	LS	\$263,664.77	\$263,664.77
5	F&I Type "D" Inlet with Frame & Grate	20	EA	\$12,890.00	\$257,800.00
6	F&I Type "C" Inlet with Frame & Grate	29	EA	\$14,810.00	\$429,490.00
7	F&I Type "B" Inlet with Frame & Grate	2	EA	\$13,975.00	\$27,950.00
8	F&I Type P Manhole (4')	18	EA	\$14,560.00	\$262,080.00
9	F&I Baffles	58	EA	\$1,400.00	\$81,200.00
10	F&I 15" HP Pipe	514	LF	\$91.00	\$46,774.00
11	F&I 15" Exfiltration Trench	3,990	LF	\$212.00	\$845,880.00
12	F&I 12" HP Pipe	534	LF	\$60.00	\$32,040.00

[FOSTER MARINE CONTRACTORS INC] RESPONSE DOCUMENT REPORT

IFB No. IFB-361-26-JJ

Lakes Neighborhood Exfiltration – Phase 1 (11063)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	F&I 12" Exfiltration Trench	519	LF	\$200.00	\$103,800.00
14	F&I 12" Limerock Base (LBR100)	3,006	SY	\$52.00	\$156,312.00
15	F&I 12" Compacted Subgrade (LBR40)	3,006	SY	\$24.00	\$72,144.00
16	F&I 2.5" SP-9.5/12.5 Asphaltic Concrete (two-lifts)	3,006	SY	\$41.50	\$124,749.00
17	Milling and Resurfacing (1")	17,620	SY	\$15.00	\$264,300.00
18	Type "D" Curb and Gutter Removal and Replacement	1,995	LF	\$44.50	\$88,777.50
19	Concrete Sidewalk Removal	1,008	SY	\$3.75	\$3,780.00
20	Concrete Sidewalk (5' width- 6" thick)	8,146	SF	\$12.00	\$97,752.00
21	Driveway Restoration - Asphalt	800	SY	\$60.00	\$48,000.00
22	Driveway Restoration - Concrete	400	SY	\$177.00	\$70,800.00
23	Driveway Restoration - Stamped Concrete	267	SY	\$288.00	\$76,896.00
24	Driveway Restoration - Pavers	225	SY	\$147.00	\$33,075.00
25	Sod	1,111	SY	\$29.00	\$32,219.00
26	Remove and Replanting Tree - Small	18	EA	\$1,562.00	\$28,116.00
27	Remove and Replanting Tree - Large	13	EA	\$3,125.00	\$40,625.00
28	Hauling Unsuitable Material	200	CY	\$63.50	\$12,700.00

[FOSTER MARINE CONTRACTORS INC] RESPONSE DOCUMENT REPORT
 IFB No. IFB-361-26-JJ
 Lakes Neighborhood Exfiltration – Phase 1 (11063)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
29	Replace Existing Sanitary Sewer Lateral/water service	34	EA	\$5,780.00	\$196,520.00
30	Pavement Marking and Signage	1	LS	\$15,640.00	\$15,640.00
31	As-Built Drawings	1	LS	\$55,200.00	\$55,200.00
32	Repair Existing Irrigation	34	EA	\$1,560.00	\$53,040.00
33	Adjusting Existing Mailbox	55	EA	\$2,160.00	\$118,800.00
34	Demolition	1	Lump Sum	\$15,000.00	\$15,000.00
35	Removal of Existing Water Mains (AC Pipe)	500	LF	\$62.50	\$31,250.00
36	Removal of Existing Water Mains (non-AC Pipe)	500	LF	\$25.00	\$12,500.00
37	Removal and Replacement of 6' Wooden Fence	60	LF	\$79.00	\$4,740.00
38	Tree Root and Branch Pruning, and Protection Barrier	17	EA	\$1,570.00	\$26,690.00
TOTAL					\$4,293,969.05

ALLOWANCES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
AL-1	Permit Fee Allowance	1	AL	\$50,000.00	\$50,000.00
AL-2	Testing Allowance	1	AL	\$45,000.00	\$45,000.00
AL-3	Additional Utility Locates	1	AL	\$10,000.00	\$10,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
AL-4	Consideration for Indemnification	1	AL	\$10.00	\$10.00
AL-5	Contingency	1	AL	\$800,000.00	\$800,000.00
TOTAL					\$905,010.00

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: 24-11063
Reference for: Foster Marine Contractors, Inc.

Organization/Firm Name providing reference: City of Wilton Manors
Organization/Firm Contact _____ **Title:** _____

Name: Bert Fisher **Utilities Assistant Director**
Email: bfisher@wiltonmanors.com **Phone:** (954) 390 - 2190
Name of Referenced Project: Lift Station No. 11 Force Main Project **Contract No:** ITB #2024-03

Date Services were provided: 6/17/24 - 2/26/25 **Project Amount:** \$2,781,403.92

Referenced Vendor's role in Project: **Prime Vendor** **Subcontractor/ Subconsultant**
Would you use the Vendor again? **Yes** **No.** Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
 Installation of 3,700-feet of new force main pipe, including abandon 243 LF of 16-inch CIP force main, install HDD 24-inch HDPE, install new meter vault and install all related DIP fittings, valves, etc.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):
 Foster Marine was well staffed with professional and knowledgeable individuals. Communications were easy and effective. BF

THIS SECTION FOR CITY USE ONLY				
Verified via:	Email: <input type="checkbox"/>	Verbal: <input type="checkbox"/>	Mail: <input type="checkbox"/>	
Verified by:	Name:		Title:	
	Department:		Date:	

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: 24-11063
 Reference for: Foster Marine Contractors, Inc.

Organization/Firm Name providing reference: Village of Palm Springs

Organization/Firm Contact Name: Felipe Lofaso Title: Public Works Director
 Email: flofaso@vpsfl.org Phone: (561) 301-7037
 Name of Referenced Project: Palm Springs 2nd Ave N Area Drainage System Improvements Contract No: 2025B-003
 Date Services were provided: 2/17/25 - 1/6/26 Project Amount: \$3,999,194.20

Referenced Vendor's role in Project: Prime Vendor Subcontractor/
 Subconsultant
 Would you use the Vendor again? Yes No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
 Construction of new stormwater system improvements along 2nd Ave North, Reidel Ave and Miller Rd, consisting of underground drainage work, roadway improvements, concrete curbing, sidewalks and driveways, striping and signage.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****				
Verified via:	Email: <input type="checkbox"/>	Verbal: <input type="checkbox"/>	Mail: <input type="checkbox"/>	
Verified by:	Name:		Title:	
	Department:		Date:	

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: 24-11063
 Reference for: Foster Marine Contractors, Inc.

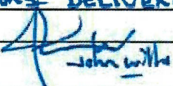
Organization/Firm Name providing reference: Town of Lake Park

Organization/Firm Contact Name: John Wille Title: Capital Projects
 Email: jwille@lakeparkflorida.gov Phone: (561) 881-3345
 Name of Referenced Project: Southern Outfall Pipe Replacement Contract No: ITB 125-2023
 Date Services were provided: 7/8/24 - 5/13/25 Project Amount: \$3,258,902.66

Referenced Vendor's role in Project: Prime Vendor Subcontractor/
 Subconsultant
 Would you use the Vendor again? Yes No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
 The Southern Outfall Pipe Replacement project consisted of the removal of the existing 72" corrugated underground storm-water piping and the installation of two (2) 60" ADS storm-water piping, new drainage structures, pipe slip-lining, exfiltration trench, utility relocations, and all associated restoration.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):
 FOSTER MARINE CONTRACTORS DELIVERED THE PROJECT A-HEAD OF SCHEDULE AND UNDER BUDGET.


******THIS SECTION FOR CITY USE ONLY******

Verified via:	Email: <input type="checkbox"/>	Verbal: <input type="checkbox"/>	Mail: <input type="checkbox"/>
Verified by:	Name:		Title:
	Department:		Date:

Form 13

Bid Guaranty Form

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:
That we Foster Marine Contractors, Inc., as Principal, and Berkley Insurance Company, as

Surety, are held and firmly bound unto the City of Hollywood in the sum of _____

Five Percent of the Bid Amount Dollars (\$ 5% of the Bid Amount) lawful money

of the United States, amounting to 5% of the total SOLICITATION Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying SOLICITATION, dated February 12, 2026 ~~20~~ for

HOLLYWOOD LAKES EXFILTRATION PHASE 1

SOLICITATION- IFB-361-26-JJ

NOW, THEREFORE, if the principal shall not withdraw said SOLICITATION within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the SOLICITATION as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Approved SOLICITATION Bond

In the event of the withdrawal of said SOLICITATION within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said SOLICITATION and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said SOLICITATION.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 12th day of February, 2026, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Witness

Signature of Individual

Address

Printed Name of Individual

Witness

Address

Approved SOLICITATION Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

MHC
Secretary

Foster Marine Contractors, Inc.
Name of Corporation

3180 Fairlane Farms Rd., Ste. 1
Business Address
Wellington, FL 33414



By: MHC
(Affix Corporate Seal)

Michael Czajkowski
Printed Name

President
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mary Jane Czajkowski, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Michael Czajkowski who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

MHC (SEAL)
Secretary



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; Kanani H. Cordero; or Tyler Ragland of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of March, 2020.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of February, 2024.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

IFB-361-26-JJ
City of Hollywood Lakes Neighborhood Exfiltration Phase 1

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12	6	Non-Collusion Affidavit
13	7	Public Entity Crimes Statement
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31	15	Information Required from Bidders
35	16	Proposal
39	<i>Attachment "A"</i>	<i>Licenses & Certifications</i>
45	<i>Attachment "B"</i>	<i>Corporation Documents (Certificate of Insurance included)</i>
51	<i>Attachment "C"</i>	<i>Key Personnel & Resumes</i>
56	<i>Attachment "D"</i>	<i>Similar/Completed Projects & References</i>
65	<i>Attachment "E"</i>	<i>Equipment List</i>
75	<i>Attachment "F"</i>	<i>Work in Progress</i>
77	<i>Attachment "G"</i>	<i>Safety & Quality Assurance</i>
96	<i>Attachment "H"</i>	<i>E-Verify MOU</i>

FORM 1

SUBMITTAL CHECKLIST FORM

The items below are required components of your solicitation response in order for your bid/proposal/submittal to be considered responsive and responsible. Please complete and submit this submittal checklist form as the cover page of your submittal with all of the items below in the order listed.

Please indicate Yes or No in the "Submitted (Yes/No)" column below to indicate which required components were provided with your submittal.

Submitted (Yes/No)	Required Bid Components
Yes	This Submittal Checklist Form completed and included as the cover page of your submittal.
Yes	A Table of Contents that clearly identifies each section and page number of your submittal.
Yes	Information and/or documentation that addresses and/or meets the requirements outlined in Section III – Scope of Work/Services, including any procedural or technical enhancements/innovations which do not materially deviate from the objectives or required content of the Scope of Work/Services.
Yes	Forms (Completed)
Yes	Form 1 Submittal Checklist Form*
Yes	Form 2 Acknowledgement and Signature Page
Yes	Form 3 Bid Form*
Yes	Form 4 Vendor Reference Form*
Yes	Form 5 Hold Harmless and Indemnity Clause
Yes	Form 6 Non-Collusion Affidavit
Yes	Form 7 Sworn Statement...Public Entity Crimes
Yes	Form 8 Certifications Regarding Debarment...
Yes	Form 9 Drug-Free Workplace Program
Yes	Form 10 Solicitation, Giving, and Acceptance...
Yes	Form 11 W-9 (Request for Taxpayer Identification)
Yes	Form 12 Trench Safety Form
Yes	Form 13 Bid Guaranty Form
Yes	Form 14 List of Subcontractors
Yes	Form 15 Information Required from Bidders
Yes	Form 16 Proposal
Yes	Certificate(s) of insurance that meet the requirements of Section 2.25
Yes	Proof of State of Florida Sunbiz Registration

This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.

FORM 2

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Foster Marine Contractors, Inc.
If Corporation - Date Incorporated/Organized: 7/2/1964 Federal Tax Identification Number: 59-1054370

State Incorporated/Organized: Florida

Company Operating Address: 3180 Fairlane Farms Road, Suite 1

City: Wellington State: Florida Zip Code: 33414

Remittance Address (if different from ordering address):


City: Same State: _____ Zip Code: _____

Company Contact Person: Michael Czjakowski Email Address: mike@foster-marine.net

Phone Number (include area code): 561-683-0034 Fax Number (include area code): 561-683-0335

Company's Internet Web Address: www.fostermarineinc.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature:  Date: 2/12/2026

Type or Print Name: Michael Czjakowski, President

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



SUBMISSION

How to submit bids/proposals: Vendor's solicitation response may be submitted electronically through OpenGov , the City's designated electronic bidding system, or by mail or hand delivery to the address noted above. It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is OpenGov 's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

6. PRICING (BID FORM)

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation.

Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

HOLLYWOOD LAKES EXFILTRATION - PHASE I

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Bonds and Insurance (1% of Subtotal)	1	LS	37,666.40	37,666.40
2	Mobilization/Demobilization (5% max. of Subtotal)	1	LS	188,331.98	188,331.98
3	Erosion and Sediment Control (1% of Subtotal)	1	LS	37,666.40	37,666.40
4	Maintenance of Traffic (7% of Subtotal)	1	LS	263,664.77	263,664.77
5	F&I Type "D" Inlet with Frame & Grate	20	EA	12,890.00	257,800.00
6	F&I Type "C" Inlet with Frame & Grate	29	EA	14,810.00	429,490.00
7	F&I Type "B" Inlet with Frame & Grate	2	EA	13,975.00	27,950.00
8	F&I Type P Manhole (4')	18	EA	14,560.00	262,080.00
9	F&I Baffles	58	EA	1,400.00	81,200.00
10	F&I 15" HP Pipe	514	LF	91.00	46,774.00
11	F&I 15" Exfiltration Trench	3,990	LF	212.00	845,880.00
12	F&I 12" HP Pipe	534	LF	60.00	32,040.00
13	F&I 12" Exfiltration Trench	519	LF	200.00	103,800.00
14	F&I 12" Limerock Base (LBR100)	3,006	SY	52.00	156,312.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	F&I 12" Compacted Subgrade (LBR40)	3,006	SY	24.00	72,144.00
16	F&I 2.5" SP-9.5/12.5 Asphaltic Concrete (two-lifts)	3,006	SY	41.50	124,749.00
17	Milling and Resurfacing (1")	17,620	SY	15.00	264,300.00
18	Type "D" Curb and Gutter Removal and Replacement	1,995	LF	44.50	88,777.50
19	Concrete Sidewalk Removal	1,008	SY	3.75	3,780.00
20	Concrete Sidewalk (5' width- 6" thick)	8,146	SF	12.00	97,752.00
21	Driveway Restoration - Asphalt	800	SY	60.00	48,000.00
22	Driveway Restoration - Concrete	400	SY	177.00	70,800.00
23	Driveway Restoration - Stamped Concrete	267	SY	288.00	76,896.00
24	Driveway Restoration - Pavers	225	SY	147.00	33,075.00
25	Sod	1,111	SY	29.00	32,219.00
26	Remove and Replanting Tree - Small	18	EA	1,562.00	28,116.00
27	Remove and Replanting Tree - Large	13	EA	3,125.00	40,625.00
28	Hauling Unsuitable Material	200	CY	63.50	12,700.00
29	Replace Existing Sanitary Sewer Lateral/water service	34	EA	5,780.00	196,520.00
30	Pavement Marking and Signage	1	LS	15,640.00	15,640.00
31	As-Built Drawings	1	LS	55,200.00	55,200.00
32	Repair Existing Irrigation	34	EA	1,560.00	53,040.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
33	Adjusting Existing Mailbox	55	EA	2,160.00	118,800.00
34	Demolition	1	Lump Sum	15,000.00	15,000.00
35	Removal of Existing Water Mains (AC Pipe)	500	LF	62.50	31,250.00
36	Removal of Existing Water Mains (non-AC Pipe)	500	LF	25.00	12,500.00
37	Removal and Replacement of 6' Wooden Fence	60	LF	79.00	4,740.00
38	Tree Root and Branch Pruning, and Protection Barrier	17	EA	1,570.00	26,690.00
TOTAL					\$4,293,969.05

ALLOWANCES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
AL-1	Permit Fee Allowance	1	AL	\$50,000.00	50,000.00
AL-2	Testing Allowance	1	AL	\$45,000.00	45,000.00
AL-3	Additional Utility Locates	1	AL	\$10,000.00	10,000.00
AL-4	Consideration for Indemnification	1	AL	\$10.00	10.00
AL-5	Contingency	1	AL	\$800,000.00	800,000.00
TOTAL					\$905,010.00

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: 24-11063
 Reference for: Foster Marine Contractors, Inc.

Organization/Firm Name providing reference: City of Wilton Manors
 Organization/Firm Contact _____ Title: _____

Name: Bert Fisher Utilities Assistant Director
 Email: bfisher@wiltonmanors.com Phone: (954) 390 - 2190
 Name of Referenced Project: Lift Station No. 11 Force Main Project Contract No: ITB #2024-03

Date Services were provided: 6/17/24 - 2/26/25 Project Amount: \$2,781,403.92

Referenced Vendor's role in Project: Prime Vendor Subcontractor/
 Subconsultant
 Would you use the Vendor again? Yes No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
 Installation of 3,700-feet of new force main pipe, including abandon 243 LF of 16-inch CIP force main, install HDD 24-inch HDPE, install new meter vault and install all related DIP fittings, valves, etc.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):
 Foster Marine was well staffed with professional and knowledgeable individuals. Communications were easy and effective. BF

****THIS SECTION FOR CITY USE ONLY****				
Verified via:	Email: <input type="checkbox"/>	Verbal: <input type="checkbox"/>	Mail: <input type="checkbox"/>	
Verified by:	Name:	Title:		
	Department:	Date:		

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: 24-11063
 Reference for: Foster Marine Contractors, Inc.

Organization/Firm Name providing reference: Village of Palm Springs

Organization/Firm Contact Name: Felipe Lofaso Title: Public Works Director
 Email: flofaso@vpsfl.org Phone: (561) 301-7037
 Name of Referenced Project: Palm Springs 2nd Ave N Area Drainage System Improvements Contract No: 2025B-003
 Date Services were provided: 2/17/25 - 1/6/26 Project Amount: \$3,999,194.20

Referenced Vendor's role in Project: Prime Vendor Subcontractor/
 Subconsultant
 Would you use the Vendor again? Yes No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
 Construction of new stormwater system improvements along 2nd Ave North, Reidel Ave and Miller Rd, consisting of underground drainage work, roadway improvements, concrete curbing, sidewalks and driveways, striping and signage.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****				
Verified via:	Email: <input type="checkbox"/>	Verbal: <input type="checkbox"/>	Mail: <input type="checkbox"/>	
Verified by:	Name:		Title:	
	Department:		Date:	

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: 24-11063
 Reference for: Foster Marine Contractors, Inc.

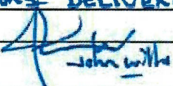
Organization/Firm Name providing reference: Town of Lake Park

Organization/Firm Contact Name: John Wille Title: Capital Projects
 Email: jwille@lakeparkflorida.gov Phone: (561) 881-3345
 Name of Referenced Project: Southern Outfall Pipe Replacement Contract No: ITB 125-2023
 Date Services were provided: 7/8/24 - 5/13/25 Project Amount: \$3,258,902.66

Referenced Vendor's role in Project: Prime Vendor Subcontractor/
 Subconsultant
 Would you use the Vendor again? Yes No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
 The Southern Outfall Pipe Replacement project consisted of the removal of the existing 72" corrugated underground storm-water piping and the installation of two (2) 60" ADS storm-water piping, new drainage structures, pipe slip-lining, exfiltration trench, utility relocations, and all associated restoration.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):
 FOSTER MARINE CONTRACTORS DELIVERED THE PROJECT A-HEAD OF SCHEDULE AND UNDER BUDGET.


******THIS SECTION FOR CITY USE ONLY******

Verified via:	Email: <input type="checkbox"/>	Verbal: <input type="checkbox"/>	Mail: <input type="checkbox"/>
Verified by:	Name:		Title:
	Department:		Date:



FORM 5

HOLD HARMLESS AND INDEMNITY CLAUSE

Foster Marine Contractors, Inc.

(Company Name and Authorized Signature, Print Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

 _____ Signature		_____ Michael Czjakowski Printed Name
Foster Marine Contractors, Inc. _____ Name of Company		_____ President Title

FORM 6

NON-COLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Palm Beach Michael Czajkowski, being first duly sworn, deposes and says that:

- (1) He/she is President of Foster Marine Contractors, Inc., the Proposer that has submitted the attached Proposal.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Such Proposal is genuine and is not a collusion or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature

Foster Marine Contractors, Inc.

Name of Company



Michael Czajkowski

Printed Name

President

Title

FORM 7

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to the City of Hollywood by Michael Czjakowski for Foster Marine Contractors, Inc.
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is
3180 Fairlane Farms Road, Suite 1, Wellington, Florida 33414
and if applicable its Federal Employer Identification Number (FEIN) is 59-1054370. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.
-

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime, or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the

United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

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



[Signature]
(Signature)

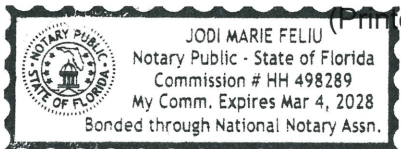
Sworn to and subscribed before me this 12th day of February, 2026.

Personally known X _____

Or produced identification n/a Notary Public-State of Florida

n/a my commission expires 3/4/28

(Type of identification) _____
(Printed, typed or stamped commissioned name of notary public)



Jodi Marie Feliu

FORM 8

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Foster Marine Contractors, Inc.

3180 Fairlane Farms Road, Suite 1

Wellington, Florida 33414

Application Number and/or Project Name:

IFB-361-26-JJ Lakes Neighborhood Exfiltration - Phase 1 (11063)

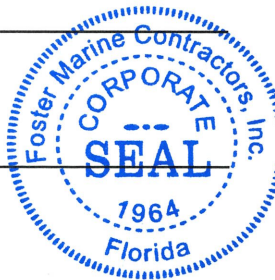
Applicant IRS/Vendor Number: 59-1054370



Signature

Foster Marine Contractors, Inc.

Name of Company



Michael Czjakowski

Printed Name

President

Title

5. DRUG-FREE WORKPLACE PROGRAM*

A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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


Michael Czajkowski, President



FORM 10

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.



Signature

Foster Marine Contractors, Inc.

Name of Company



Michael Czjakowski

Printed Name

President

Title

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*** Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

****** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

FORM 12

TRENCH SAFETY

This form must be completed and signed by the Respondent.

Failure to complete this form may result in the solicitation being declared non-responsive.

Respondent acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The respondent by signing and submitting the solicitation is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The respondent further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

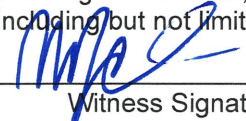
Cost

Slope Trench and/or Trench Box

Total \$ 10,000.00

Respondent acknowledges that this cost is included in the applicable items of their submittal and in the Grand Total Solicitation Price. Failure to complete the above will result in the solicitation being declared non-responsive.

The Respondent is, and the Owner and Engineer are not, responsible to review or assess Respondent's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act." Respondent is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act."



Witness Signature

Mary Jane Czajkowski

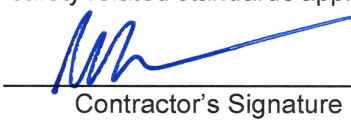
Witness Printed Name

3180 Fairlane Farms Road, Suite 1
Wellington, FL 33414

Witness Address

2/11/2026

Date



Contractor's Signature

Michael Czajkowski

Printed Name

President

Title

2/11/2026

Date



Form 13

Bid Guaranty Form

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:
That we Foster Marine Contractors, Inc., as Principal, and Berkley Insurance Company, as

Surety, are held and firmly bound unto the City of Hollywood in the sum of _____

Five Percent of the Bid Amount Dollars (\$ 5% of the Bid Amount) lawful money

of the United States, amounting to 5% of the total SOLICITATION Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying SOLICITATION, dated February 12, 2026 ~~20~~ for

HOLLYWOOD LAKES EXFILTRATION PHASE 1

SOLICITATION- IFB-361-26-JJ

NOW, THEREFORE, if the principal shall not withdraw said SOLICITATION within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the SOLICITATION as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Approved SOLICITATION Bond

In the event of the withdrawal of said SOLICITATION within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said SOLICITATION and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said SOLICITATION.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 12th day of February, 2026, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Witness

Signature of Individual

Address

Printed Name of Individual

Witness

Address

Approved SOLICITATION Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

MHC
Secretary

Foster Marine Contractors, Inc.
Name of Corporation

3180 Fairlane Farms Rd., Ste. 1
Business Address
Wellington, FL 33414



By: MHC
(Affix Corporate Seal)

Michael Czajkowski
Printed Name

President
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mary Jane Czajkowski, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Michael Czajkowski who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

MHC (SEAL)
Secretary



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; Kanani H. Cordero; or Tyler Ragland of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of March, 2020.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of February, 2020.

(Seal)

Vincent P. Forte
Vincen P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Form 14

LIST OF SUBCONTRACTORS

The Respondent shall list below the name and address of each Subcontractor who will perform work under this Contract, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Submittals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed.

	Work to be Performed	Subcontractor's Name / Address
1.	Concrete Sidewalk, Curb, Driveway	Castrejon Enterprises, Inc. 4532 Lucille Drive, Lake Worth, FL 33463
2.	Striping & Pavement Markings	Fine-Line Striping, Inc. 4915 Georgia Avenue, West Palm Beach, FL 33405
3.	Survey, Layout, As-Built Record Drawings	Compass Point Surveyors, PL 3350 NW 22nd Terrace, #1200, Pompano Beach, FL 33069
4.	Asphalt Milling & Overlay	Rapid Milling & Paving, LLC 2781 Vista Parkway, K5 2nd Floor, West Palm Beach, FL 33411
5.	Sodding	Agricultural Land Services, Inc. 12265 State Road 7, Boynton Beach, FL 33473
6.	AC Pipe Disposal	Alloy Group 720 S Military Trail, Deerfield Beach, FL 33442
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

- END OF SECTION -

FORM 15

INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: Foster Marine Contractors, Inc.
3180 Fairlane Farms Road, Suite 1
Wellington, Florida 33414

2. Contractor's Telephone Number: 561-683-0034
and e-mail address: mike@foster-marine.net

3. Contractor's License (attach copy): CGC1534961
Primary Classification: General Contractor
Broward County License Number (attach copy): n/a
[See Licenses & Certifications - Attachment "A"](#)

4. Number of years as a Contractor in construction work of the type involved in this Contract: 62 years

5. List the names and titles of all officers of Contractor's firm:
Michael Czjakowski - President
Mary Jane Czajkowski - Secretary & Treasurer

[See Corporation Documents - Attachment "B"](#)

6. Name of person who inspected site or proposed work for your firm:
Name: Maxwell McClure
Date of Inspection: 1/20/2026

7. What is the last project of this nature you have completed?
Village of Palm Springs - 2nd Ave North Area Stormwater Improvements
Completed in February 2026

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

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

City of Wilton Manors

Village of Palm Springs

Town of Lake Park

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
See Work in Progress - Attachment "F"				

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?

[See Equipment List - Attachment "E"](#)

12. What equipment will you purchase for the proposed work?

Owned equipment is likely sufficient, but we will purchase any equipment as becomes necessary to complete the Work.

13. **List at least three (3) similar projects completed within the last ten (10) years by the bidder. For purposes of this requirement, 'similar' projects shall be considered to include experience with** underground infrastructure replacement,

specifically storm water, water and sewer piping, structure, pavement restoration, concrete work, tidal wave installation and landscape installation and removal. Include owner's contact information (client's name, address, telephone number and email address), project value, completion date, reference contact information and brief project description. The determination of whether a project is sufficiently similar shall be at the sole discretion of the City and the Engineer.

[See Completed Projects & References - Attachment "D"](#)

(Add sheets as requested.)

14. Name the Project Manager proposed for this project. Attach a copy of the project manager's resume. [See Key Personnel & Resumes - Attachment "C"](#)
-

NOTE: If requested by CITY, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

LIST OF SUBCONTRACTORS (NOT USED/See Form 14)

The Bidder shall list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total lump sum base bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed and hold a valid Hollywood Certificate of Competency.

	Work to be Performed	Subcontractor's Name / Address
1.	_____	_____
	_____	_____
2.	_____	_____
	_____	_____
3.	_____	_____
	_____	_____
4.	_____	_____
	_____	_____
5.	_____	_____
	_____	_____
6.	_____	_____
	_____	_____
7.	_____	_____
	_____	_____
8.	_____	_____
	_____	_____
9.	_____	_____
	_____	_____
10.	_____	_____
	_____	_____

NOTE: Attach additional sheets if required.

++ END OF SECTION

FORM 16

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED 2/12/2026

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, Drawings, and Local Preference Program, Exhibit A, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete all Contract Work within 30 days with final completion within 45 days, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom, and to abide by the Local Preference Ordinance, Exhibit A.

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>12/9/2025</u>
No. <u>2</u>	Dated <u>12/18/2025</u>
No. <u>3</u>	Dated <u>1/14/2026</u>
4	1/26/2026
5	1/27/2026
6	1/27/2026
7	1/29/2026

And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the City of Hollywood, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

n/a _____ Bank of n/a _____

or approved Bid Bond for the sum of

Two Hundred Fourteen Thousand Six Hundred Ninety-Eight Dollars and Forty-Five Cents
(5% of Total Base Bid Not Including Allowances)

\$214,698.45

_____ Dollars (\$) according to the conditions under the Instructions to Bidders and provisions therein.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

WHEN THE BIDDER IS AN INDIVIDUAL:

(Signature of Individual)

(Printed Name of Individual)

(Address)

WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

(Name of Firm)

(Address)

(Signature of Individual) (SEAL)

WHEN THE BIDDER IS A PARTNERSHIP:

(Official Title)

3180 Fairlane Farms Road, Suite 1
Wellington, Florida 33414

(Address of Corporation)

Organized under the laws of the State of Florida, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

Foster Marine Contractors, Inc.
(Name of Corporation)

RESOLVED that Michael Czajkowski
(Person Authorized to Sign)

President of Foster Marine Contractors, Inc.
(Title) (Name of Corporation)

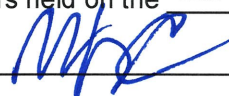
be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

**HOLLYWOOD LAKES EXFILTRATION PHASE 1
ESSD Project No. 25-11063
Bid No. IFB- IFB-361-26-JJ**

The foregoing is a true and correct copy of the Resolution adopted by

Foster Marine Contractors, Inc. at a meeting of its Board of
(Name of Corporation)

Directors held on the 12th day of February, 2026.

By: 

Title: Mary Jane Czajkowski, Secretary

(SEAL)

The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.

- END OF SECTION -





FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “A”

Licenses & Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

FELIU, JODI MARIE

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON FL 33414

LICENSE NUMBER: CGC1534961

EXPIRATION DATE: AUGUST 31, 2026

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

ISSUED: 07/15/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CZAJKOWSKI, GARY F

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS RD
SUITE 1
WELLINGTON FL 33414

LICENSE NUMBER: CUC057102

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/16/2025

Do not alter this document in any form.

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





Certificate:

627415

Issued: 08/03/2024

Expires: 07/30/2028

Instructor: S T

MICHAEL CZAJKOWSKI

Has Completed a FDOT Approved Temporary Traffic Control: Advanced - Refresher Course.

Training Provider:

T2 Centers University of Florida

2100 NE Waldo Road

Gainesville, FL 32609

Ph: 352-273-1670



Verify this Certificate at www.motadmin.com.

Certificate of Completion



This Certifies That

Michael Czajkowski

is awarded this certificate for

OSHA 10 Hour Outreach Training Program - Construction

Credit Hours: 10.00

Completion Date: 02/03/2018

Matthew Luman, Trainer C 0105487 and G 000079198

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

6801 N Capital of Texas Hwy, Suite 150 • Austin, TX 78731 • 877.881.2235 • www.360training.com

Certificate of Completion



This Certifies That

Jodi Fellu

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

Credit Hours: 30.00

Completion Date: 01/10/2018

Matthew Luman, Trainer C 0105487 and G 000079198

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

6801 N Capital of Texas Hwy, Suite 150 • Austin, TX 78731 • 877.881.2235 • www.360training.com

Certificate of Completion

This is to certify that

Jodi Fellu

has completed

GHS and OSHA Hazardous Communication

Completion Date 01/16/2018

Course Duration 1.0

Certificate # 000013154931



360training.com • 6801 N Capital of Texas Hwy Suite 150 • Austin, TX 78731 • 877.881.2235 • www.360training.com



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at admin@fsesci.com, or at the Training Program's website: www.FSESCI.com.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	
STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM	
JC Solomon	
CLASS DATE 09/27/2021	INSPECTOR # 48507
QUALIFIED STORMWATER MANAGEMENT INSPECTOR CURRENTLY DOES NOT EXPIRE	

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

JC Solomon

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

09/27/2021

Inspector Number 48507

Jared Searcy
Statewide Training
Coordinator

Kevin Coyne
WQRP Program
Administrator



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "B"

Corporation Documents

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 282922

Entity Name: FOSTER MARINE CONTRACTORS, INC.

Current Principal Place of Business:

3180 FAIRLANE FARMS ROAD
SUITE 1
WELLINGTON, FL 33414

Current Mailing Address:

3180 FAIRLANE FARMS ROAD
SUITE 1
WELLINGTON, FL 33414 US

FEI Number: 59-1054370

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

JOHNSON, KENNETH N ESQ.
4440 PGA BLVD
SUITE 600
PALM BEACH GARDENS, FL 33410 US

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

SIGNATURE: KENNETH N. JOHNSON

02/05/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name CZAJKOWSKI, MICHAEL
Address 3180 FAIRLANE FARMS ROAD
 SUITE 1
City-State-Zip: WELLINGTON FL 33414

Title SECRETARY, TREASURER
Name CZAJKOWSKI, MARY JANE
Address 3180 FAIRLANE FARMS ROAD
 SUITE 1
City-State-Zip: WELLINGTON FL 33414

Title AUTHORIZE REPRESENTATIVE
Name FELIU, JODI M
Address 3180 FAIRLANE FARMS ROAD
 SUITE 1
City-State-Zip: WELLINGTON FL 33414

Title AUTHORIZED REPRESENTATIVE
Name SOLOMON, JAMES C
Address 3180 FAIRLANE FARMS ROAD
 SUITE 1
City-State-Zip: WELLINGTON FL 33414

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

SIGNATURE: JODI FELIU

**AUTHORIZED
REPRESENTATIVE**

02/05/2025

Electronic Signature of Signing Officer/Director Detail

Date



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
 3180 FAIRLANE FARMS RD STE 1
 WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	WIGHT ROBERT H	CGC013244	B25.645360 08/04/2025	\$27.50	B40138585

This document is valid only when received by the Tax Collector's Office.



FOSTER MARINE CONTRACTORS INC
 FOSTER MARINE CONTRACTORS INC
 3180 FAIRLANE FARMS RD STE 1
 WEST PALM BEACH FL 33414

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201472546
EXPIRES: 09/30/2026

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
 3180 FAIRLANE FARMS RD STE 1
 WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	FELIU JODI MARIE	CGC1534961	B25.646013 08/04/2025	\$59.50	B40182783

This document is valid only when received by the Tax Collector's Office.



2-327

FOSTER MARINE CONTRACTORS INC
 FOSTER MARINE CONTRACTORS INC
 3180 FAIRLANE FARMS RD STE 1
 WEST PALM BEACH FL 33414-8776

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2024163616
EXPIRES: 09/30/2026

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



2/4/26

Re: Foster Marine Contractors, Inc.
3180 Fairlane Farms Rd, Ste 1
Wellington, FL 33414

To Whom It May Concern:

The Experience Modifications for Workers Compensation for Foster Marine Contractors, Inc. are as follows:

09/27/24-09/27/25	0.83
09/27/25-09/27/26	0.85

If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Zervos".

Angelo G. Zervos
Vice President

CC: File

November 11, 2025

Re: ***Foster Marine Contractors, Inc.***

To Whom It May Concern,

Foster Marine Contractors, Inc. is bonded through Berkley Insurance Company which has an A. M. Best Key rating of A+, XV and a Treasury Listing of \$815,856,000.

Foster Marine Contractors, Inc. has an excellent reputation in the community and we value them as a client. We welcome the opportunity to execute requested bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both Foster Marine Contractors, Inc. and Berkley Insurance Company.

While each project is approved on its own merits, Foster Marine Contractors, Inc. has the ability to bond single projects up to an amount of \$20,000,000 with an overall aggregate limit of \$40,000,000. At the present time there is over \$30,000,000 of available capacity. Please note that these parameters are not be construed as maximums and projects in excess of these limits would be considered on an individual basis.

If we can be of service or should you have any questions, feel free to contact us at 407-843-1120.

Best Regards,



Brett Ragland
Vice President



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "C"

Key Personnel & Resumes

JODI M. FELIU
ROYAL PALM BEACH, FL 33414
561-718-3336
EMAIL: JODI@FOSTER-MARINE.NET

PROFESSIONAL EXPERIENCE

July 2014 to Present

Office Manager/ Asst. PM / Asst. Estimator / Qualified License Holder

FOSTER MARINE CONTRACTORS, INC.

Responsible for company's long-term growth, stability and major decisions; Estimating and overseeing projects (ranging from 500k to 16 Million), managing construction of projects to maintain successful profit margins. Responsible for all aspects of operations from estimating to project closeout.

Sept 2003 – July 2014

Office Manager / Assistant Project Manager, Chaz Equipment Co., Inc.

Responsible for all aspect of Accounts Payable, Accounts Receivable, Payroll, and Equipment Management. Assisted CPA with monthly/annual close-outs. Worked under the current Estimator and Project Management to successfully assist in bidding projects from 500K to 10 Million, as well as managing the project upon award.

1997 to 2003

Accounts Receivable / Accounts Payable, Ceebraid-Signal Mgmt Group

Responsible for all accounting aspects of Receivables and Payables, Coordinate budgets on project, research and process vendor bids/proposal for projects, reconciliation of company accounts, Advertisement and Marketing, contract negotiations.

ACHIEVEMENTS

- General Contractor, License # CGC1534961

EDUCATION

- Kaplan University – AA in Business Administration (Graduate 2015)
- John I Leonard High School (Graduate 1996)

REFERENCES

- Excellent references are available upon request

MICHAEL CZAJKOWSKI

Objective

Position as a Superintendent in construction, specializing in land development, road building, and underground utilities.

Experience

July 2011 – Present Foster Marine Contractors, Inc.
West Palm Beach, FL

Superintendent

- Field Operations
- Installation of Water and Sewer mains
- Installation of Storm Drains
- Infrastructure improvements (roadwork, concrete)
- Manhole, Lift Station rehabilitation

April 2000 – July 2011 Chaz Equipment Company, Inc.
Wellington, FL

Superintendent/ Vice President

- Installation of Water and Sewer mains
- Installation of Storm Drains
- Roadway restoration
- Manhole, Lift Station rehabilitation/Utilizing Sewpercoat PG

June 1997 – March 2000 Capital Contracting
Troy, MI

Construction Foreman

- Installation of Water and Sewer mains
- Construction of roadways

April 1997 – June 1997 Posen, Inc.
Utica, MI

Construction Foreman

- Installation of Water and Sewer mains
- Installation of Storm Drains
- Roadway restoration

1992 – 1997 Chaz Equipment Company Inc.
Delray Beach, FL

Construction Foreman

- Installation of Water and Sewer mains
- Installation of Storm Drains
- Roadway restoration
- Manhole, Lift Station rehabilitation / Utilizing Sewpercoat PG

Education

Stevenson High School – 4 Years (Sterling Heights, MI)

National Institute of Technology – 2 Years (Sterling Heights, MI)

Macomb County Community College – 1 ½ Years

Approved Applicator Certificate – Strong Systems, Inc / Sewpercoat PG Applications (June 1993)

Confined Space Entry Certificate (September 2000)

James C. Solomon, III (“J.C.”)
Project Manager/Assistant Estimator
Foster Marine Contractors, Inc.
(561) 683-0034
jc@foster-marine.net

Professional Experience

**April 2020
to Present**

Project Manager/Assistant Estimator

Foster Marine Contractors, Inc.

- Manage construction of various water, sanitary sewer, and drainage projects
- Assist in project estimating

Major Projects managed (Contract Value, Start Date, Completion Date)

▪ John Prince Park Campground Ph. 3	\$700 K	May 2020	Nov. 2020
▪ Lift Station 48 Rehabilitation	\$380 K	Oct. 2020	Mar. 2021
▪ Neighborhood Road Program	\$500 K	Feb. 2021	June 2021
▪ Lake Mangonia 42” FM Aerial Crossing	\$3.7 M	Apr. 2020	Aug. 2021
▪ Reclaimed Water Delivery Controls	\$250 K	Feb. 2021	Aug. 2021
▪ Tuscany Paving & Drainage Imp.	\$500 K	Mar. 2021	Oct. 2021
▪ Palm Springs Lift Station Rehabilitation	\$1 M	Feb. 2021	Dec. 2021
▪ Briny Breezes Water Main Relocation	\$300 K	May 2021	Dec. 2021
▪ Lake Worth Outfall Project	\$1.2 M	Apr. 2021	Jan. 2022
▪ Fire Station #9 Fabric Awning	\$120 K	Jan. 2022	Mar. 2022
▪ Olympus Drive Force Main	\$500 K	Mar. 2021	Apr. 2022
▪ Lake Shore Drive Drainage Imp.	\$5.5 M	Jan. 2021	July 2022
▪ Lakeview Avenue Sanitary Sewer Rep.	\$1.1 M	Jan. 2022	Aug. 2022
▪ Palm Club Sanitary Sewer	\$500 K	Jan. 2022	Aug. 2022
▪ Boynton Beach FM Isolation Valves	\$1 M	Oct. 2021	Sep. 2022
▪ Lift Stations 393, 1023, 8168 Imp.	\$1.3 M	Jan. 2022	Aug. 2022
▪ Bluewater Cove Waterview Clearing	\$1.5 M	Apr. 2022	Aug. 2023
▪ Juno Street SW Pump Station	\$3.5 M	Apr. 2022	May 2023
▪ Colonial Estates Water Main Rep.	\$2.1 M	Sep. 2022	Aug. 2023
▪ Pines Village Water Main Imp.	\$12.5 M	Jan. 2023	July 2024
▪ Lucerne Lakes Valve Replacement	\$1.4 M	Nov. 2023	July 2024
▪ Septic to Sewer Progressive Design-Build	\$2.4 M	Apr. 2024	Dec. 2024
▪ Southern Outfall Pipe Replacement	\$3.4 M	July 2024	Present

Education

- Florida Coastal School of Law, Jacksonville, Florida, *Juris Doctor* (May 2010)
- Florida State University, Tallahassee, Florida, *B.S. in Psychology* (May 2007)

Certifications

- FDEP Stormwater Erosion and Sedimentation Control Program, Qualified Stormwater Management Inspector (Inspector No. 48507)

Maxwell McClure

561-601-6858 | max@foster-marine.net

EDUCATION

University of Miami

Bachelor of Business Administration

Coral Gables, Florida

August 2019 – December 2023

PROFESSIONAL EXPERIENCE

Foster Marine Contractors, Inc.

Project Manager/Assistant Estimator

Wellington, Florida

April 2024 – Current

Oversee construction of water, sewer, wastewater, and pump station projects, managing compliance, budgets, schedules, and contractor coordination.

Assist in project estimating.

Projects Managed (Contract Value, Start Date, Completion Date)

- | | | | |
|---|---------|---------------|---------------|
| • Greenbriar Park Offsite Force Main Extension Project | \$350 K | July 2024 | October 2024 |
| • Town of Ocean Ridge N Ocean Blvd WM Enhancements | \$2.9 M | July 2024 | December 2025 |
| • Wilton Manors LS No 11 FM Project | \$2.8 M | June 2024 | December 2024 |
| • Southern Outfall Pipe Replacement | \$3.4 M | July 2024 | July 2025 |
| • Town of Hypoluxo Septic to Sewer Progressive Design Build | \$2.4 M | April 2024 | December 2024 |
| • Palm Springs 2 nd Ave N Area Drainage Improvements | \$3.9M | February 2025 | In Progress |
| • PBCWUD Lift Station 5015 | \$5.7M | April 2025 | In Progress |



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE | 561-683-0335 FAX

Attachment “D”

Completed Projects & References



FOSTER MARINE CONTRACTORS, INC.
3180 FARLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

**City of Hollywood - Lakes Neighborhood Exfiltration Phase 1
Previous Similar Experience as Prime Contractor (2022 - 2026)**

Job #	Job Name	Owner	Owner (Contact Name)	Owner (Contact E-Mail)	Owner (Contact Phone)	Job Description	NTP Date	Sub. Comp. Date	Final Comp. Date	Contract Amt.
20-110	Lake Shore Drive Drainage Improvements	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	John Wille Capital Projects	jwille@lakeparkflorida.gov	561-881-3345	Installation of approximately 5,000 LF of stormwater RCP (15"-72"), 4,000 LF of DIP water main (6"-8"), 500 LF of PVC sewer (8"), stormwater pump station, 18 stormwater MH's, 60,000 SF concrete sidewalk/driveway, 10,000 SY asphalt paving, 6,500 LF street lighting.	1/25/2021	2/21/2022	3/21/2022	\$5,473,827.07
21-103	Boynton Beach FM Isolation Valves	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	Jose Huertas, PE Utilities Engineer	huertasj@bbfl.us	561-742-6486	Furnish all labor, equipment, and materials for installation of three (3) 36" plug valves and valve vaults for existing 36" force main; including temporary bypassing with line stops, excavation, backfill, all appurtenances, and restoration.	5/6/2021	6/21/2022	8/19/2022	\$922,483.00
21-107	Lakeview Avenue Sanitary Sewer Replacement Ph. 1	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Allen Green, P.E. Sr. Project Engineer	agreen@wpb.org	(561) 494-1088	Furnish all labor, equipment, and materials for replacement of existing sanitary sewer, including demolition, removal/plugging/grouting existing pipe, installation of new PVC sanitary sewer (500 LF), RCP storm pipe (100 LF), PVC storm pipe (100 LF), MOT, asphalt paving, sidewalks, and restoration.	1/3/2022	6/3/2022	8/3/2022	\$1,112,850.67
21-200	PBC LS 393, 1023, 8168	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Katherine Russell Senior Project Manager	krussell1@pbcwater.com	772-667-1183	Furnish all labor, equipment, and materials for installation of three (3) lift stations complete with wet wells, valve vaults, pumps, piping, bypass pumps, control panels, and coatings; electrical work; concrete work; fencing; and, all associated appurtenances and restoration.	9/21/2021	7/7/2022	8/6/2022	\$1,082,800.45
21-203	Juno Street Stormwater Pump Station	Town of Jupiter 17403 Central Blvd. Jupiter, FL 33458	Amanda Barnes, PE Director of Utilities	amandab@jupiter.fl.us	561-741-2537	Furnish all labor, equipment and materials for installation of new stormwater pump station, effluent & jellyfish filtration structures, 11 stormwater manholes, 1,500 LF of new RCP storm drain (48" & 36") with steel casing via jack and bore, abandonment of existing utilities, asphalt, concrete, curb, sidewalk, and all restoration	10/14/2021	3/29/2023	5/8/2023	\$3,313,452.43
21-106	Bluewater Cove Subdivision	Ironwood Development, Inc. 1118 Waterway Lane Delray Beach, FL 33483	Cary Glickstein Owner	cg@ironwoodproperties.com	561-441-0222	Furnish all labor, equipment and materials for installation of approximately 2,200 LF new water main (6" & 8"), sanitary sewer, MOPS lift station, grading for new house pads and lots, significant clearing and grubbing, asphalt milling/paving, concrete curb/sidewalk, brick pavers, and all restoration.	4/7/2022	7/24/2023	8/24/2023	\$1,688,914.83
22-101	Colonial Estates Mobile Home Park Water Main Replacement	Colonial Estates MHP 12375 S Military Trail Boynton Beach, FL 33436	Frank Tripicchio Owner's Representative	ftripicchio@cbbel.com	561-738-0620	Furnish all labor, equipment and materials for installation of approximately 12,500 LF of new water main, 190 new single and double water services to mobile homes, hydrants, interconnect to City water system, demolition of existing water treatment plant	9/1/2022	8/31/2023	9/25/2023	\$2,203,460.71
22-100	Pines Village Water Main Improvements Phase II & Septic Tank Conversion	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	George Wrves Asst. Director of Utilities	gwrves@ppines.com	954-518-9045	Furnish all labor, equipment and materials for installation of approximately 42,000 LF new PVC water main (6" & 8"); 10,000 LF PVC sanitary sewer (6" & 8"); 18 sanitary MH's; MOPS LS; 816 water services/meters; abandonment of 94 existing septic tanks; 150,000 SY of milling/paving; curb, sidewalks	8/13/2022	7/29/2024	8/30/2024	\$12,108,650.30
23-101	Lucerne Lakes Valves and Valve Replacements	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Joe Tanacredi, PE Project Manager	jtanacredi@pbcwater.com	561-493-6088	Furnish all labor, equipment, and materials for installation of 16 large diameter water main and force main valves (6" - 20") throughout PBCWUD service area; 22 line stops (4" - 20") and bypassing; MOT; asphalt milling/paving; concrete curb & sidewalks; and, restoration.	11/6/2023	7/1/2024	7/31/2024	\$1,338,130.36
23-102	Town of Hypoluxo Septic to Sewer Progressive Design-Build	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	Jose Huertas, PE Utilities Engineer	huertasj@bbfl.us	561-742-6486	Furnish all labor, equipment, and materials for installation of 1,500' of 8" gravity sewer main (PVC & DIP); 600' of 4" low pressure FM (PVC); laterals; cleanouts; tie-ins to existing FM; (7) precast concrete sanitary manholes; two precast concrete lift stations (wet wells, electrical, instrumentation); asphalt milling & paving, striping; concrete work; and, restoration.	4/26/2024	11/25/2024	12/20/2024	\$2,416,145.28
24-104	Lift Station No. 11 Force Main Project	City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL 33305	Bert Fisher Asst. Director Emergency Mngmt. & Utilities Dept.	bfisher@wiltonmanors.com	954-390-2190	Furnish all labor, equipment, and materials for installation of approximately 3,800 LF of new 24" HDPE force main from Master Lift Station No. 11 to existing DIP stub-out via open cut and horizontal directional drill; valves; fittings; bypassing; asphalt milling and paving; concrete work; and, all associated appurtenances and restoration.	6/17/2024	11/30/2024	12/31/2024	\$2,781,403.92
24-107	North Ocean Boulevard Water Main Pipe Enhancements	Town of Ocean Ridge 6450 N Ocean Boulevard Ocean Ridge, FL 33435	Lisa Tropepe, P.E. Project Engineer	ltropepe@engenuitygroup.com	561-655-1151	Furnish all labor, equipment, and materials for installation of approximately 4,000 LF of HDPE water main via open cut and horizontal directional drill; lateral connections; valves; fittings; hydrant assemblies; milling/paving; concrete work; and, all associated restoration and appurtenances.	7/8/2024	11/30/2024	12/31/2024	\$2,907,980.43
24-103	Southern Outfall Pipe Replacement Project	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	John Wille Capital Projects	jwille@lakeparkflorida.gov	561-881-3345	Furnish all labor, equipment, and materials for installation of approximately 1,500 LF of two (2) 60" HPPP stormwater pipes; 10 precast stormwater structures; 1,200 LF of PVC sanitary force main; removal of existing bridge and 72" corrugated aluminum stormwater pipe; asphalt milling and paving; concrete work; and, all associated appurtenances and restoration.	7/15/2024	5/13/2025	7/31/2025	\$3,258,902.66
24-112	2nd Ave North Area Stormwater Improvements	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	Felipe Lofaso Public Works Director	flofaso@vpsfl.org	561-301-7037	Furnish all labor, equipment, and materials for installation of drainage and roadway Improvements along one (1) mile of roadway, including 5,000' of stormwater RCP (15" - 42"), 50 concrete inlets, 10 stormwater manholes, 1,000' of RCP exfiltration trench, 3,500 SY of concrete curb & SW, 15,000 SY of milling/overlay, striping, sodding, and restoration.	2/17/2025	1/6/2026	2/5/2026	\$4,086,599.96



FOSTER MARINE CONTRACTORS, INC.
 3180 FAIRLANE FARMS ROAD, SUITE 1
 WELLINGTON, FLORIDA 33414
 561-683-0034 PHONE | 561-683-0335 FAX

Previous Experience/Major Completed Projects 2016 - 2026

Job #	Job Name	Municipality/Customer	Job Description	NTP Date	Substantial Completion Date	Final Completion Date	Original Contract Amount	Net Change Order Amount	Change Order Reason(s)	Final Contract Amount	Contact Person	Address	Phone	Email	(P) Prime or (S) Sub	PM
15-116	River Oaks Sanitary Sewer System	Loxahatchee River ECD 2500 Jupiter Park Drive Jupiter, FL 33458	This project consisted of the installation of approximately 4,720 LF of 8-inch sanitary sewer, manholes, service lateral/clean-outs, approximately 1200 LF of 3-inch force main and one submersible lift station. Constuction also included dewatering, roadway reconstruction, resurfacing, MOT's, and all associated appurtenances.	8/1/2015	3/1/2016	4/1/2016	\$1,548,615.00	\$0.00	N/A	\$1,548,615.00	Aaron Cutler/ Mathews Consulting C/O LRECD	477 S. Rosemary Ave., Suite 330 West Palm Beach, FL 33401	561-655-6175	acutler@mathewsconsulting.com	P	Kevin Schwiderson
15-201	Lift Station # 22 Renovation	City of Margate 901 NW 66th Avenue Margate, FL 33063	This Project consisted of LS #22 renovation, including demolition of existing, MOT, Precast concrete manholes and valve vault installation, sidewalk and curb work, 10' diameter precast wetwell, jack and bore, 8" and 12" gravity sewer, forcemain, water service connection, dewatering, by-pass pumping, and all associated appurtenances.	10/9/2015	6/13/2016	7/13/2016	\$597,675.00	\$25,000.00	Jack and Bore Extra	\$622,675.00	Reddy Chitepu, P.E.	901 NW 66th Avenue Margate, FL 33063	954-972-0828	rchtepu@margatefl.com	P	Kevin Schwiderson
16-105	NE 2nd Avenue Seacrest Beautification Project	City of Delray Beach 100 NW 1st Avenue Delray Beach, FL 33444	This was a beautification project in response to requests of Del-Ida Park Neighborhood to provide more aesthetically pleasing streetscape while addressing pedestrian/bicycle safety concerns along a main corridor leading directly into downtown Delray Beach.	3/29/2016	9/31/2016	10/31/2016	\$1,862,741.95	\$244,483.90	Extra City work	\$1,618,258.05	David Romano/R J Behar C/O Delray Beach	6861 SW 196th Ave., Suite 302 Pembroke Pines, FL 33332	954-680-7771	dromano@rjbehar.com	P	Kevin Schwiderson
16-117	Miramar Way Improvements	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This project consisted of the construction of roadway and utility improvements to include sanitary, signing and marking, stormwater facilities, water mains, and all associated appurtenances.	7/1/2016	11/1/2016	12/1/2016	\$567,502.50	\$31,621.77	Add Line Stops	\$599,124.27	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1040	lle@wpb.org	P	Howard Wight
16-129	Deerfield Publix Distribution Center Sanitary Structure Rehabilitation	Icon Construction 12350 Wiles Road Coral Springs, FL 33076	This project consisted of completing turnkey structural repairs; and rehabilitation of the interior surfaces with Calcium Aluminate Cementitious mix for the Lift Station and for the Septic Tanks.	11/28/2016	12/8/2016	1/30/2017	\$327,250.00	\$10,964.50	Extra valves, pump brackets	\$338,214.50	Michael Sclafani	Icon Construction 2350 Wiles Road Coral Springs, FL 33076	954-240-5040	Mike@iconconstructors.com	S	Howard Wight
17-102	SE 2nd Street Improvements	City of Delray Beach 100 NW 1st Avenue Delray Beach, FL 33444	This project consisted of constructing a new pavement section, milling/resurfacing, curbing, parking spaces, concrete driveways, concrete sidewalk, drainage piping, inlets, manholes, swale grading, landscaping irrigation, pavement marking/signing and lighting, for the City of Delray Beach.	2/7/2017	10/7/2017	11/7/2017	\$1,664,396.00	\$260,645.40	Contract Closeout	\$1,403,742.10	Begona Krane	434 Swinton Avenue Delray Beach, FL 33444	561-243-7000 *4115	krane@mydelraybeach.com	P	Kevin Schwiderson
17-111	Sunflower Townhomes Water Main Improvements	City of Boca Raton Utility Services Dept. 1401 Glades Road Boca Raton, FL 33431	This project consisted of removal and replacement of existing water main, 2" water services, meters, fire hydrants, milling and resurfacing existing asphalt, striping, reconstruction of affected pavement, curbs and sidewalk, site restoration, and all associated appurtenances.	6/30/2017	12/30/2017	1/30/2018	\$825,844.75	\$23,287.50	Vertical Conflict Deflection	\$849,132.25	Lauren Burack Utility Services CIP Manager	1401 Glades Road Boca Raton, FL 33431	561-338-7329	lburack@myboca.us	P	Howard Wight
17-114	AC WATER MAIN AND UNDERSIZED WATER MAIN REPLACEMENT, PHASE 3	Immokalee Water & Sewer District 1020 Sanitation Road Immokalee, FL 34142	Installation of approx. 420 LF of 6" PVC, 860 LF of 8" PVC, 5,085 LF of 10" PVC, 320 LF of 12" PVC WM; 193 LF of 10" DIP WM; 1,080 LF of 8" HDPE, 1,785 LF of 10" HDPE, 5,260 LF of 12" HDPE, 220 LF of 14" HDPE WM; removal of approx. 67 tons of existing asbestos concrete WM; hydrants, valves, and appurtenances.	5/1/2017	6/30/2018	7/20/2018	\$3,072,616.00	\$219,343.50	Extra pipe, sitework, redesign	\$3,291,959.50	Eva Deyo	1020 Sanitation Road Immokalee, FL 34142	239-658-3630	evadeyo@iw-sd.com	P	Kevin Schwiderson

17-116	Lift Station #34	Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, Florida 33410	Construction, testing and restoration associated with addition of new LS, including all pumps, piping, wet well, accessories, gravity sewer mains, manholes, force mains, concrete work, fencing, electrical and instrumentation work, conversion of existing LS to new manhole, removal of pumps, gravity sewer mains and electrical equipment.	9/1/2017	7/20/2018	8/19/2018	\$643,000.00	\$2,125.00	Landscape allowance deductive CO	\$640,875.00	Brandon Selle	4200 Hood Road Palm Beach Gardens, FL 33410	561-627-2900	bselle@sua.com	P	Howard Wight
17-122	Offsite Force Main Extension-Dania Pointe	Hoar Construction	This project consisted of development of a mixed-use site which included off site force main, sitework, earthwork, paving and utilities and all associated appurtenances.	4/28/2017	5/30/2019	6/30/2019	\$1,172,235.00	\$44,454.38	Extra Sitework	\$1,216,689.38	Steven Stone Senior Pre-Construction Manager	111 N Orange Ave., Suite 1150 Orlando, FL 32801	321-201-8704	sstone@hoar.com	P	Kevin Schwiderson
18-101	JB'S RANCH WATER & SEWER INSTALLATION	PB Habilitation Center 4522 S Congress Avenue Palm Springs, FL 33461	Install MOPS Lift Station, 2200' of piping, Connect on-site Sanitary Sewer Service and all associated appurtenances.	1/30/2019	8/24/2019	9/24/2019	\$491,513.40	\$0.00	N/A	\$491,513.40	Joe Lammert PB County WUD	8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-493-6093	JLammert@pbwater.com	P	Howard Wight
18-103	Neighborhood Rd District 2 Utility Improve	City of Lake Worth 7 North Dixie Hwy. Lake Worth, FL 33460	This project consisted of the construction of roadway improvements, installation of 1600' of piping, sidewalks, signing and marking, stormwater facilities, water mains, and all associated appurtenances for the City of Lake Worth.	4/16/2018	10/30/2018	11/30/2018	\$1,997,733.60	(\$95,640.03)	Fire Hydrants, extra milling from contingency balance	\$1,902,093.57	Richard Hasko	City of Lake Worth 7 North Dixie Hwy. Lake Worth, FL 33460	561-586-1686	rhasko@lakeworthbeachfl.gov	P	Howard Wight
18-112	WO#16 & 20 - Gregory Road/Gregory Place Stormwater Improvements	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This project consisted of roadway and drainage improvements, MOT, demolition, drainage installation, and roadway/paving/asphalt work/installation	11/1/2018	2/20/2019	3/15/2019	\$578,000.00	\$18,300.00	Additional Roadwork added by City on Gregory Place	\$596,300.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
18-116	Boynton Town Center (Haskell)	The Haskell Company 111 Riverside Ave. Jacksonville, FL 32202	Provide all associated appurtenances for the installation of a lift station, 7047' of piping and other components for Boynton Beach Town Square.	5/1/2017	11/30/2018	12/30/2018	\$2,882,800.00	\$228,112.00	Revised scope	\$3,110,912.00	Chris Ware	208 NE 1st Street Boynton Beach, FL 33435	904-545-8311	chris.ware@haskell.com	S	Kevin Schwiderson
18-119	WO#18 - Ware Street Aerial Crossing	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Remove and replace existing 4" Force Main Aerial Crossing of Canal at Ware Drive, including bypass of existing Force Main during construction	1/1/2019	1/30/2019	2/10/2019	\$109,400.00	(\$42,400.00)	N/A	\$67,000.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
18-120	WO#19 - Henrieta Water Main Replacement	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of 1,000' of new 8" DIP and new Water Services to existing meters; abandoning existing 6" AC main and associated restoration	1/1/2019	3/15/2019	4/1/2019	\$285,500.00	(\$1,000.00)	N/A	\$284,500.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
19-101	WO #22 Olive Avenue	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This project consisted of relocating all existing conduits and light poles in conflict with present work, restrain WM at all joints during underground work, extend casing 1' beyond the conflict structure and to include spacers, replace the existing 18" CMP (storm drain) to RCP at station 12+58.01.	3/26/2019	4/31/2019	5/31/2019	\$295,295.92	\$0.00	N/A	\$295,295.92	Vladimir Jeannot	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1107	vjeannot@wpb.org	P	Howard Wight
19-102	Bluff's Service Valve Replacement Program (W1815)	Town of Jupiter 17403 Central Blvd, Jupiter, FL 33458	Provide all necessary components and appurtenances to remove and replace 119 two inch (2") gate valves and service valves.	5/21/2019	8/18/2019	9/17/2019	\$354,910.00	\$33,390.00	Additional Valves added by Town	\$388,300.00	Steve Montemayor	Town of Jupiter 17403 Central Blvd Jupiter, FL 33458	561-741-2710	stevenm@jupiter.fl.us	P	Howard Wight
19-104	Hacker Medical Building	Ironwood Construction Services LLC	Provide sitework, water, and sewer work and all associated appurtenances.	3/1/2019	5/1/2019	6/1/2019	\$42,800.00	(\$3,000.00)	N/A	\$39,800.00	Cary Glickstein	230 George Bush Blvd. Delray Beach, FL 33483	561-279-8952	cg@ironwoodproperties.com	S	Howard Wight

19-105	Neighborhood Rd-D3 Y3 Outfall Project	City of Lake Worth 301 College Street Lake Worth, FL 33461	F & I approx (125 LF) of 24" reinforced concrete pipe (RCP); reline approx (200 LF) of 54" RCP in the easement running east from 18th Avenue North to the Lake Worth Lagoon; installation of precast baffle box & inline check valve & construction of a new seawall while keeping the existing drainage system in service.	5/31/2018	11/15/2018	11/30/2018	\$1,221,132.50	\$0.00	N/A	\$1,221,132.50	Richard Hasko	City of Lake Worth 301 College Street, Lake Worth, FL 33461	561-586-1710	rhasko@LakeWorth.org	P	Howard Wight
19-106	Lake Mangonia 42" Force Main Aerial Crossing	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Provide all labor, equipment, and materials for construction of a new 250 LF 42" force main aerial crossing over canal connecting Lake Mangonia and Clear Lake, including removal of existing 42" PCCP force main aerial crossing.	2/20/2020	6/22/2021	8/6/2021	\$3,626,620.00	\$68,661.94	Various Additional Items Requested by City	\$3,695,281.94	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
19-107	WO # 23 Henrietta Water Main- PH 2	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of new 1" polypipe service from new water meter to existing House Service Point. Relocate water source from existing City meter source at rear property line to new source at front Property Line, abandon existing rear meter in place after connection; and, cut/cap main in rear alley.	4/1/2019	6/30/2019	6/30/2019	\$286,300.00	\$13,700.00	Additional Services and Restoration	\$300,000.00	Jay Kwag	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1041	hjkwag@wpb.org	P	Howard Wight
19-108	Avila Road Water Main	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of 500' of new water main, installation of new services, relocation of existing meters from rear yard to front; abandonment of existing 2" galvanized pipe in rear property easement; and, associated restoration.	10/1/2019	12/31/2019	1/18/2020	\$418,600.00	(\$61,200.00)	N/A	\$357,400.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
19-110	WO#26 - Public Works Complex Drainage	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of 5,000' of new Storm Drainage at Public Works Complex for new Parking Area.	6/1/2019	7/1/2019	9/1/2019	\$269,000.00	\$0.00	N/A	\$269,000.00	Vladimir Jeannot	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	vjeannot@wpb.org	P	Howard Wight
19-111	WO#24 - Currie Park Marine Police Water Line	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation by directional drill of 600' of new 2" water main to new Police Dock at Intracoastal.	10/1/2019	10/30/2019	10/30/2019	\$57,000.00	(\$8,900.00)	N/A	\$48,100.00	Suzanne Berglund	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1075	sberglund@wpb.org	P	Howard Wight
19-112	WO#25 - FPU 6" Cut and Cap	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Cut/Cap and Abandon existing 6" water main crossing Florida Public Utilities property, associated MOT and Pavement Restoration.	10/1/2019	11/1/2019	11/19/2019	\$41,000.00	(\$14,000.00)	N/A	\$27,000.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
19-113	WO#27 - Fire Station #9	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Clearing, Grading, and Site Utilities for new Fire Station 9.	10/1/2019	11/1/2019	1/15/2020	\$294,800.00	(\$18,000.00)	N/A	\$276,800.00	Kevin Volbrecht	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1091	kvvolbrecht@wpb.org	P	Howard Wight
19-114	Grandview Heights	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Roadway and Utility Improvements for Grandview Heights, including Demolition, MOT, Water Main Installation, Concrete Curbs and Sidewalks, and complete Roadway Restoration.	1/1/2020	7/15/2020	8/31/2020	\$1,176,000.00	(\$167,000.00)	N/A	\$1,009,000.00	Cristine Perdomo	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-632-2148	cperdomo@wpb.org	P	Howard Wight
19-201	Wellington Lift Stations 5, 39, 41, 44, 74, & 85	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	Complete Rehabilitation of (6) Existing Lift Stations including demolition, Wet Well/Valve vault installation, Piping, Electrical, Restoration, Bypass Pumping, and MOT.	5/1/2019	3/1/2020	4/1/2020	\$2,373,600.00	(\$516,000.00)	N/A	\$1,857,600.00	Anjuli Panse, PE	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	561-791-4145	apanse@wellingtonfl.gov	P	Kevin Schwiderson
19-202	Lift Station Rehabilitation for Fountainview, Mediterranean, and Woodlands	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	Rehabilitation of three (3) lift stations, demolition, new pumps, piping, valves, coatings, control panels, electrical work, and restoration.	2/1/2021	11/30/2021	12/31/2021	\$1,050,427.00	(\$63,570.00)	Reduced Scope	\$986,857.00	Paul Ward	Utilities Superintendent Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	561-965-6508	pward@vpsfl.org	P	Kevin Schwiderson

20-101	Fort Lauderdale Ph II Las Olas Force Main Replacement	Murphy Pipeline Contractors, Inc. 5400 S University Dr., #301 Davie, FL 33328	Installation of 16" HDPE and 10" DR-11 pipe via open cut; connections, plug valves, ARV structures, and all restoration needed to obtain final completion.	3/2/2020	8/1/2020	9/1/2020	\$419,900.00	\$77,129.81	N/A	\$497,029.81	Ed Steele	Murphy Pipeline Contractors, Inc. 5400 S University Dr., #301 Davie, FL 33328	954-842-4771	eds@murphypipelines.com	S	Howard Wight
20-102	State Road A1A Water Main Project, Phase 2	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	Installation of approximately 3,500 LF of Water Main (8") in the southbound lane of A1A, including all services, line stops, maintaining traffic, and restoring pavement per DOT specification.	5/26/2020	11/22/2020	2/5/2021	\$1,948,548.00	\$0.00	Reconcile Quantities	\$1,892,450.73	Greg Duhham	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	561-276-5116	gdunham@gulf-stream.org	P	Howard Wight
20-104	John Prince Park Ph 3 Campground	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	Furnish & install water/sewer improvements at campground. Water: 3,900 LF of PVC WM (4" & 8"), 105 services, hydrants, and valves. Sewer: MOPS Pump Station, concrete slab, 1,100 LF of 8" PVC SDR-26 main, 9 manholes, 104 services, and abandonment of existing septic tank.	5/26/2020	10/26/2020	11/26/2020	\$698,021.70	\$23,824.00	Additional campsites added by Parks Dept.	\$721,845.70	Blair Simpson	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	561-689-0889	bsimpson@rossositedevelopment.com	S	JC Solomon
20-106	Reclaimed Water Delivery Controls at Seminole Improvement District M2 Canal	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Furnishing all materials, labor, and equipment necessary to provide reclaimed water delivery control at the SID M2 Canal; including addition of an automatic CLA-VAL style pressure sustaining valve, electrical and instrumental modifications, and restoration.	2/8/2021	5/18/2021	8/21/2021	\$243,700.00	\$10,942.01	N/A	\$254,642.01	Henry Melendez, PE	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-493-6000	hmelendez@pbwater.com	P	Kevin Schwiderson
20-110	Lake Shore Drive Drainage Improvements	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	Installation of approximately 5,000 LF of stormwater RCP (15"-72"), 4,000 LF of DIP water main (6"-8"), 500 LF of PVC sewer (8"), stormwater pump station, 18 stormwater MH's, 60,000 SF concrete sidewalk/driveway, 10,000 SY asphalt paving, 6,500 LF street lighting.	1/25/2021	2/21/2022	3/21/2022	\$5,471,954.00	\$1,873.07	Various Additional Items Requested by Town	\$5,473,827.07	John D'Agostino	Town Manager 535 Park Avenue Lake Park, FL 33403	561-881-3304	jdagostino@lakeparkflorida.gov	P	Howard Wight
20-200	Lift Station 48 Rehabilitation	City of Cooper City 9090 SW 50th Place Cooper City, FL 33328	Complete Rehabilitation of Existing Lift Station, including Demolition, Wet Well/Valve vault installation, Piping, Pumps, and Electrical; abandonment of existing force main; directional drill installation of new sanitary sewer and force main; services; asphalt/concrete work and restoration; and, MOT.	10/19/2020	2/16/2021	3/16/2021	\$389,000.00	(\$8,005.80)	City reduction in scope of work	\$381,690.20	Mike Bailey, PE	City of Cooper City 9090 SW 50th Place Cooper City, FL 33328	954-434-5519	m Bailey@coopercityfl.org	P	Kevin Schwiderson
20-303	Fire Station #9 Fabric Structure Canopy	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Provide all labor, equipment, and materials for fabrication and installation of a fabric-covered canopy structure at the City's Fire Station #9.	1/31/2022	2/17/2022	3/17/2022	\$118,500.00	N/A	N/A	\$118,500.00	Don Gustafson	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	dgustafson@wpb.org	P	Howard Wight
21-101	Neighborhood Road Program, District 2, Year 4 Roadway & Utility Project	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	Furnish & install utility improvements, including 3,300 LF of C-900 PVC water main (6" & 8"), tapping sleeves and valves, gate valves, services, ARV manholes, drainage structures, line stops, hydrants, meter boxes, connection to existing water main, removal of 1,250 LF of existing 4" water main, and grouting/abandonment of 1,500 LF of 4" and 6" water main.	2/4/2021	5/4/2021	6/4/2021	\$475,125.00	\$19,100.00	N/A	\$494,225.00	Blair Simpson	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	561-689-0889	bsimpson@rossositedevelopment.com	S	Howard Wight
21-102	Olympus Drive Force Main & Low Pressure Sewer Replacement	Loxahatchee River ECD 2500 Jupiter Park Drive Jupiter, FL 33458	Furnish all labor, equipment, and materials necessary for installation of 2,070 LF of 8" force main and 785 LF of low-pressure force main by open cut and horizontal directional drill; asphalt, concrete, sidewalk, curb work; removal of existing force main, maintenance of traffic, testing, and all restoration.	3/22/2021	1/7/2022	4/13/2022	\$483,200.00	\$20,400.00	Additional Restoration and ARV's	\$503,600.00	Kris Dean, P.E.	Loxahatchee River ECD 2500 Jupiter Park Drive Jupiter, FL 33458	561-741-2352	kris.dean@lrecd.org	P	JC Solomon
21-105	The Tuscany of Palm Beach Paving and Drainage Improvements	The Tuscany of Palm Beach 3570 South Ocean Blvd. Palm Beach, FL 33480	Furnish all labor, equipment, and materials necessary for paving and drainage improvements, including demolition, maintenance of traffic, storm drainage piping (6" - 18"), drainage inlets, control structure, asphalt paving, sodding, striping, and restoration.	3/9/2021	8/31/2021	10/31/2021	\$493,768.50	\$16,719.00	N/A	\$510,487.50	Johan Oberholzer	The Tuscany of Palm Beach 3570 South Ocean Blvd. Palm Beach, FL 33480	561-585-9404	tuscanypbmgr@campbellproperty.com	P	Kevin Schwiderson
21-108	Town of Briny Breezes Water Main Relocation - District 4	Town of Briny Breezes 4802 N Ocean Blvd. Briny Breezes, FL 33435	Furnish all labor, equipment, and materials necessary for relocation and replacement of 1" potable water main and services to meter boxes, tie-in to 2" water main, maintenance of traffic, asphalt paving, sodding, striping, and restoration.	5/26/2021	11/26/2021	12/26/2021	\$222,011.00	\$79,725.00	Owner requested additional 6,615 SY of asphalt mill and overlay	\$301,736.00	William Thrasher, ICMA-CM	Town of Briny Breezes 4802 N Ocean Blvd. Briny Breezes, FL 33435	561-272-5495	bbmanager1963@yahoo.com	P	Howard Wight

21-103	Boynton Beach FM Isolation Valves	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	Furnish all labor, equipment, and materials for installation of three (3) 36" plug valves and valve vaults for existing 36" force main; including temporary bypassing with line stops, excavation, backfill, all appurtenances, and restoration.	5/6/2021	6/21/2022	8/19/2022	\$898,775.00	\$23,708.00	Owner requested additions	\$922,483.00	Scott Richards, P.E.	200 East Robinson St., Ste. 1400 Orlando, FL 32801	(407) 478-4642	srichards@carollo.com	P	JC Solomon
21-107	Lakeview Avenue Sanitary Sewer Replacement Ph. 1	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Furnish all labor, equipment, and materials for replacement of existing sanitary sewer, including demolition, removal/plugging/grouting existing pipe, installation of new PVC sanitary sewer (500 LF), RCP storm pipe (100 LF), PVC storm pipe (100 LF), MOT, asphalt paving, sidewalks, and restoration.	1/3/2022	6/3/2022	8/3/2022	\$920,490.00	\$192,360.67	Owner requested additions	\$1,112,850.67	Allen Green, P.E. Sr. Project Engineer	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	(561) 494-1088	agreen@wpb.org	P	Howard Wight
20-108	Minor Drainage Repair	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	Furnish all labor, equipment, and materials for drainage repairs, including street widening, removal and replacement of concrete curb, sidewalk, driveway, and landscaping, patch top of structure walls, install brick paver driveways, grading, and sodding.	11/1/2020	12/1/2020	1/1/2021	\$339,091.00	-\$84,331.70	Owner requested scope reduction	\$254,759.30	Greg Duhham	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	561-276-5116	gdunham@gulf-stream.org	P	Howard Wight
21-200	PBC LS 393, 1023, 8168	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Furnish all labor, equipment, and materials for installation of three (3) lift stations complete with wet wells, valve vaults, pumps, piping, bypass pumps, control panels, and coatings; electrical work; concrete work; fencing; and, all associated appurtenances and restoration.	9/21/2021	7/7/2022	8/6/2022	\$1,297,650.00	-\$214,849.55	Owner deleted portion of project	\$1,082,800.45	Duane Palumbo, P.E.	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-906-4551	dpalumbo@pbwater.com	P	Kevin Schwiderson
21-202	Palm Club Sanitary Lift Station	Man-Con, Inc. 3460 SW 11th Street Deerfield Beach, FL 33442	Furnish all labor, equipment, and materials for installation of lift station complete with wet well, valve vault, pumps, piping, bypass pump, control panel, coatings; electrical work; concrete work; fencing; and, all associated appurtenances.	5/6/2021	3/1/2022	4/1/2022	\$478,400.00	\$13,437.85	Owner requested additions	\$491,837.85	Anthony Mancini	Man-Con, Inc. 3460 SW 11th Street Deerfield Beach, FL 33442	561-866-0490	anthonym@mancon.ws	S	Kevin Schwiderson
21-203	Juno Street Stormwater Pump Station	Town of Jupiter 17403 Central Blvd. Jupiter, FL 33458	Furnish all labor, equipment and materials for installation of new stormwater pump station, effluent & jellyfish filtration structures, 11 stormwater manholes, 1,500 LF of new RCP storm drain (48" & 36") with steel casing via jack and bore, abandonment of existing utilities, asphalt, concrete, curb, sidewalk, and all restoration	10/14/2021	3/29/2023	5/8/2023	\$3,499,869.00	-\$186,416.57	Deduction for unused portion of Contingency Allowance	\$3,313,452.43	Amanda Barnes, PE	Town of Jupiter 17403 Central Blvd. Jupiter, FL 33458	561-741-2537	amandab@jupiter.fl.us	P	JC Solomon
21-106	Bluewater Cove Subdivision	Ironwood Development, Inc. 1118 Waterway Lane Delray Beach, FL 33483	Furnish all labor, equipment and materials for installation of approximately 2,200 LF new water main (6" & 8"), sanitary sewer, MOPS lift station, grading for new house pads and lots, significant clearing and grubbing, asphalt milling/paving, concrete curb/sidewalk, brick pavers, and all restoration.	4/7/2022	7/24/2023	8/24/2023	\$1,487,309.50	\$201,605.33	Various owner requested additions	\$1,688,914.83	Cary Glickstein	Ironwood Development, Inc. 1118 Waterway Lane Delray Beach, FL 33483	561-441-0222	cg@ironwoodproperties.com	P	JC Solomon
22-101	Colonial Estates Mobile Home Park Water Main Replacement	Colonial Estates MHP 12375 S Military Trail Boynton Beach, FL 33436	Furnish all labor, equipment and materials for installation of approximately 12,500 LF of new water main, 190 new single and double water services to mobile homes, hydrants, interconnect to City water system, demolition of existing water treatment plant	9/1/2022	8/31/2023	9/25/2023	\$2,096,750.00	\$106,710.71	Various owner requested additions	\$2,203,460.71	Frank Tripicchio	Colonial Estates MHP 12375 S Military Trail Boynton Beach, FL 33436	561-738-0620	ftripicchio@cbbel.com	P	JC Solomon
22-100	Pines Village Water Main Improvements Phase II & Septic Tank Conversion	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	Furnish all labor, equipment and materials for installation of approximately 42,000 LF new PVC water main (6" & 8"); 10,000 LF PVC sanitary sewer (6" & 8"); 18 sanitary MH's; MOPS LS; 816 water services/meters; abandonment of 94 existing septic tanks; 150,000 SY of milling/paving; curb, sidewalks	8/13/2022	7/29/2024	8/30/2024	\$12,508,814.00	-\$400,163.70	Final Balancing Change Order for Contract Underruns	\$12,108,650.30	George Wrves, Asst. Director Utilities	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	954-518-9045	gwrves@ppines.com	P	Kevin Schwiderson
23-100	Repairs and Emergency Services for Water Distribution, Wastewater Collection & Stormwater Utility Systems	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	Furnish all labor, equipment, and materials for installation of 12" and 6" DIP water main, restraints, line stops, and fittings to allow for relocation of Village utilities; concrete removal and replacement; milling and paving; and, all associated restoration and appurtenances.	4/14/2023	8/4/2024	8/29/2023	\$383,233.75	\$383,233.75	N/A	\$383,233.75	Andrew Klausner	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	561-584-8200	aklausner@vpsfl.org	S	Jodi Feliu
23-107	Town of Palm Beach Shores Paving & Drainage Project	Wynn & Sons Construction, Inc. 7268 Belvedere Road West Palm Beach, FL 33411	Furnish all labor, equipment, and materials for installation of approximately 270 LF of 12" ADS drainage pipe; connections to existing drainage structure; precast concrete inlets and stormwater manholes; and, all required restoration.	11/30/2023	12/20/2023	12/31/2023	\$126,500.00	\$0.00	N/A	\$126,500.00	Rick Volpe	Wynn & Sons Construction, Inc. 7268 Belvedere Road West Palm Beach, FL 33411	561-686-6077	rick.wynnandsons@yahoo.com	S	Jodi Feliu

23-101	Lucerne Lakes Valves and Valve Replacements	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Furnish all labor, equipment, and materials for installation of 16 large diameter water main and force main valves (6" - 20") throughout PBCWUD service area; 22 line stops (4" - 20") and bypassing; MOT; asphalt milling/paving; concrete curb & sidewalks; and, restoration.	11/6/2023	7/1/2024	7/31/2024	\$1,496,834.00	-\$158,703.64	Final Balancing Change Order for Contract Underruns	\$1,338,130.36	Joe Tanacredi, PE	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-493-6088	itanacredi@pbcwater.com	P	JC Solomon
24-105	Greenbriar Park Offsite Force Main Extension	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	Furnish all labor, equipment, and materials for installation of new MOPS Lift Station; approximately 1,800 LF of new 3" HDPE force main via open cut and horizontal directional drill; force main lateral to future restroom site; fencing; all associated appurtenances; and, restoration.	7/29/2024	10/8/2024	10/24/2024	\$347,128.00	-\$2,499.00	Final Balancing Change Order for Contract Underruns	\$344,629.00	Kyle Burg, PE	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	561-718-1516	kburg@wellingtonfl.gov	P	Max McClure
23-102	Town of Hypoluxo Septic to Sewer Progressive Design-Build	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	Furnish all labor, equipment, and materials for installation of approximately 1,500 LF of 8" gravity sewer main (PVC & DIP); 600 LF of 4" low pressure force main (PVC); laterals; cleanouts; tie-ins to existing force main; seven precast concrete sanitary manholes; two precast concrete lift stations (wet wells, electrical, instrumentation); asphalt milling & paving, striping; concrete work; and, restoration.	4/26/2024	11/25/2024	12/20/2024	\$2,485,026.69	-\$68,881.41	Final Balancing Change Order for Contract Underruns	\$2,416,145.28	Jose Huertas, PE	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	561-742-6486	huertasj@bbfl.us	P	JC Solomon
24-104	Lift Station No. 11 Force Main Project	City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL 33305	Furnish all labor, equipment, and materials for installation of approximately 3,800 LF of new 24" HDPE force main from Master Lift Station No. 11 to existing DIP stub-out via open cut and horizontal directional drill; valves; fittings; bypassing; asphalt milling and paving; concrete work; and, all associated appurtenances and restoration.	6/17/2024	11/30/2024	12/31/2024	\$2,804,437.50	-\$23,033.58	Final Balancing Change Order for Contract Underruns	\$2,781,403.92	David Archacki	City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL 33305	954-390-2190	darchacki@wiltonmanors.com	P	Jodi Feliu
24-107	North Ocean Boulevard Water Main Pipe Enhancements	Town of Ocean Ridge 6450 N Ocean Boulevard Ocean Ridge, FL 33435	Furnish all labor, equipment, and materials for installation of approximately 4,000 LF of HDPE water main via open cut and horizontal directional drill; lateral connections; valves; fittings; hydrant assemblies; milling/paving; concrete work; and, all associated restoration and appurtenances.	7/8/2024	11/30/2024	12/31/2024	\$2,483,990.60	\$423,989.83	N/A	\$2,907,980.43	Lynne Ladner	Town of Ocean Ridge 6450 N Ocean Boulevard Ocean Ridge, FL 33435	561-732-2635	lladner@oceanridgeflorida.com	P	Max McClure
24-110	Pines Boulevard 24" Water Main Relocation	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	Furnish all labor, equipment, and materials for relocation of 24" DIP water main and offsets, including 24" insertion line stops, new 24" gate valves and restraints, re-connection to existing water main, and restoration.	9/1/2024	12/31/2024	1/31/2025	\$433,385.00	-\$192,254.15	Final Balancing Change Order for Contract Underruns	\$241,130.85	George Wrves, Asst. Director Utilities	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	954-518-9045	gwrves@ppines.com	P	JC Solomon
24-103	Southern Outfall Pipe Replacement Project	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	Furnish all labor, equipment, and materials for installation of approximately 1,500 LF of two (2) 60" HPPP stormwater pipes; 10 precast stormwater structures; 1,200 LF of PVC sanitary force main; removal of existing bridge and 72" corrugated aluminum stormwater pipe; asphalt milling and paving; concrete work; and, all associated appurtenances and restoration.	7/15/2024	5/13/2025	7/31/2025	\$3,450,696.30	-\$191,793.64	Final Balancing Change Order for Contract Underruns	\$3,258,902.66	John Wille	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	561-881-3345	jwille@lakeparkflorida.gov	P	JC Solomon
24-112	2nd Ave North Area Stormwater Improvements	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	Furnish all labor, equipment, and materials for installation of drainage and roadway improvements along one (1) mile of roadway, including 5,000' of stormwater RCP (15" - 42"), 50 concrete inlets, 10 stormwater manholes, 1,000' of RCP exfiltration trench, 3,500 SY of concrete curb & SW, 15,000 SY of milling/overlay, striping, sodding, and restoration.	2/17/2025	1/6/2026	2/5/2026	\$3,999,194.20	\$87,405.76	Various owner requested additions	\$4,086,599.96	Felipe Lofaso, Public Works Director	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	561-301-7037	flofaso@vpsfl.org	P	Max McClure

FOSTER MARINE CONTRACTORS, INC.

LIST OF REFERENCES

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FOSTER MARINE CONTRACTORS, INC.

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561-683-0034 PHONE | 561-683-0335 FAX

Attachment “E”

Equipment List

FOSTER MARINE CONTRACTORS, INC. - EQUIPMENT LIST

FIELD CODE	MODEL/YEAR	DESCRIPTION	SERIAL NUMBER
PICKUP TRUCKS			
P-38	2008	2008 GMC 5500 Topkick	1GDE5E3988F403260
P-41	2007	GMC Lrg Truck C5500	1GDE5E3967F420363
P-60	2017	2017 GMC Sierra 2500 Crew Cab w/ Utility Bed	1GT12REG0HF115456
P-63	2005	2005 Ford Pickup	1FTRF12295NA03368
P-64	2017	2017 Ford F-250	1FT7W2BT6HED23807
P-67	2020	Silverado MD (White)	1HTKJPVK8LH165988
P68	2020	Express Van (White)	1GB3GSCG8K1266557
P-69	2020	Chevy 5500	1HTKHPVK3LH355466
P-72	2022	2022 F350 TREMOR	1FT8W3BT2NEC53020
P-73	2022	2022 Chevy Silverado Medium	1HTKJPVM1NH576279
P-74	2004	2004 Ford Ranger	1FTYR10E34PA90381
P-75	2022	2022 GMC Denali Truck	1GTU9FE34NZ166263
P-76	2023	2023 FORD F350	1FT8X3BT2PEE11792
LARGE TRUCKS			
D-1	2000	Mack Dump Truck	1M2P270C2YM048157
D-5	1993	Ford Dump Truck	1FDWK74C9PVA39910
D-6	2016	Mack Dump Truck	1M2AX07C5GM025345
FTR-3	1998	International 4700 FUEL TRUCK (AUTO)	1HTSCAAL7WH492828
LWB-4	2015	Mack Tractor Trailer	1M1AN07Y8FM019625
SB-1	1993	International - Sandblast Truck	1HTSCPMM8PH496007
WT-3	2006	2006 Chevy Water Truck	1GBJ7C1376F418835
WT-4	1995	1995 Ford	1FDNF80C8SVA11097
VAC-4	2005	Vactor	2FZAATDC85AU85042 Model 211015
VAC-5	2009	F650 Super Duty	3FRNF65B49V188904

GOLF CARTS

GC-1	2003	GOLF CART w/ utility bed Model #37AS640A103	1A243B00012000
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BACKHOE

BH-5	2002	PC-300-LC-7 Excavator	Komatsu A85251
BH-6	2004	PC-228-USLC-3 Excavator	31263
BH-8	2006	JohnDeere 225C LC	Serial No. FF225CX500458
BH-9	2008	JohnDeere 135C-RTS Hydraulic Excavator	FF135CX300984
BH-10	2006	JohnDeere 135C-RTS Hydraulic Excavator	FF135CX300562
BH-11 (chaz)	2015	CAT 305 Hydraulic Excavator	DJX00573
BH-12	2018	Kubota KX080 Excavator	36482
BH-13	2020	Yanmar ViO55-6A Excavator	AG583
BH-14	2019	CAT 308-07CR Hydraulic Excavator	GG801260
BH-17	2023	Doosan DX350LCR-7 Develon Crawler Excavator	CECGB-010004

LOADERS

L-4	2002	938 G Cat Wheel Loader	6WSO3157
L-5	2003	Cat Skid Steer Loader MOD 242D	CMB01201
L-6	2004	Komatsu WA 200 19613	65322
L-13	2014	CAT Track Loader 299DXHP	JST00874
L-14	2014	Komatsu - WA200-7 Wheel Loader	80073
L-15		BOB CAT	
L-17	2016	Komatsu WA270-8 Loader	83094
L-19	2021	Kubota Wheel Loader R640R41	KBC5Z63CVMZF10323
L-20	2021	Kubota Compact Wheel Loader	KBCZ052CHM1H60848

LOADERS / BACKHOES

LB-6	2008	2008 John Deere 310SJ 4x4 Loader Backhoe	T0310SJ167572
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ROLLER / COMPACTOR

CO-2	1998	Vibratory Compactor 22	Ingersol Rand DD- 156267
CO-3		Bomag BW 145DH-3Vib.SingleDrum Roller	901581481163
R-1		Stone Roller - SR2500	SN: 1211105
R-2	2017	Cat CB22B Asphalt Compactor	SN: 28200183
R-3	2010	Bomag BW 90 AD-2 Roller	SN: 101460541024

DOZER

DZ-2 (chaz)	2015	CAT D5K2 Track Tractor	KYY01525
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GRADERS

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DRILL RIG

DR-1	2008	Homemade Drill Rig	DR1CHAZ
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TRACTORS

TR-1	1999	New Holland Challenger Tractor	094299B Model 3930-K2RMHF79
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FORKLIFT

FL-4	??	Tailift FD35P FORKLIFT	320376B
FL-5	2014	Genie Compact Rough Terrain TeleHandler GTH5519	GTH5514B-635

TRAILERS

AC-2	2000	185 H 150 PSI Sullair	4133883
AC-3	2002	185 H Sullair Compressor	4138807
AC-4	2007	Compressor Model 260DVQ-JD	200608160102
CD-1		Milwaukee Core Drill	798C605110118
LT-1		Nite Lite Trailer w/Lite	0238
SP-5	2009	Spraymate 35C	1S9BA15C08P616001 Machine#21705
T-1	1987	9 Ton Interstate Trailer	1JK0DT20XHA090043
T-2	2003	Blastoff Trailer Pressure Cleaner (yellow) Udor Press Pump/5000PSI	B003452203 Model GRC2135S Wis. Motor W21250
T-3	2002	20 Ton Tilt Equipment Trailer	1R9PT25222M356095
T-5	HMADE	Tack Trailer (Blk)	NOV1N0200371828
T-6	HMADE	Gray Utility Trailer lbs	1230 NOV1N0200371831
T-7	HMADE	Storage Box Trailer	T7CHAZ
T-8	HMADE	Flat Trailer	T8CHAZ
T-9	2005	Emerson 6 Ton Trailer	1E9CH16214L252204
T-13	2003	Anderson	4YNBN162830017729
T-15		Yellow Tilt Trailer	T15CHAZ
T-19	2011	BRUTE 35' GOOSE TRAILER W 24' FLAT DECK	1B9GF48211B663164
T-21	2003	Wells Cargo - 15 x 8 White enclosed Trailer	1W4200G2041105615
T-22	1998	Enclosed Trailer 2 Car Trailer	1S9ER2628WE468657
T-23	2019	Globe Trailer TMISC (LWB-4)	1G9BN5336KB336570
T-24		Deck Trailer (Novae Sure-Trac)	5JW1U2427N3354047

PUMPS

BP-1	2002	Silent Knight Thompson Pump TSV-253 John Deer Model# 4D45DF150B	1T9BH14214P634086
BP-2	2005	Silent Knight Thompson Pump 45D-MC	6TSV-DJDST- 1T9BH13255P634201
BP-3	2007	No Enclosure Thompson 6" Pump	1T9BH13257P634260

BP-4	2003	(United Rental) Gorman Rupp 6" Pump PA8060- Model 40450 ESP	1265277N Trailer#16MPF08273D033957
WP-1	1993	8" Thompson Vacuum Pump	8V-31
WP-2	1994	12" Thompson Wellpoint Pump	12V-561
WP-4	2001	Cat Pump 5000 PSI@96 PM	3507
WP-5	2003	12" Thompson Wellpoint Pump	12R DDS 6913 12V-848
WP-6	1997	Cornell Jet Pump	Pump Code: 3HA-F16R-D Serial No. 153571
WP-8		Thompson 12" Rotary Wellpoint Pump	V1125
WP-9		Hydraulic Unit Pump	serial # 35HPU65
WP-11		Vacuum Assisted, Electric Trash Pump	9218

PLATE COMPACTORS - SMALL, LARGE, DIAPHRAM, TRASH

DP-1	USED	Wacker Mud Diaphragm 3"	Model PD3A Serial No. 5163690
DP-2	2000	Wacker Mud Diaphragm 3"	5159615 Model PDT3A
DP-3	USED	MultiQuip Diaphragm Pump (4 hpr Honda)	Model No. 306HA Serial No. PO46105
LPC-1	USED	Wacker Plate Compactor (MEDIUM)	Model BPU3050A Serial No. 1665525
LPC-2	2007	Plate Compactor	Model BPU 3545A Serial No. 012
LPC-3		Wacker Plate Compactor	Serial No 1539236
LPC-4		Large Plate Compactor	SN: 10609413
LPC-5		Large Plate Compactor	SN: 10609411
SPC-1	2002	Wacker Plate Compactor	Model WP1550 Serial No. 5343533
SPC-2	2005	Wacker Plate Compactor	5509007 Model WP1550W
SPC-4	2008	Wacker Plate Compactor WP1500	SN: 5434429
TCP-1	2010	Koshin 3 In Trash Pump	Serial # 00101030
TCP-6	USED	mUltiQuip Trash Pump (8 hpr Honda)	Model No. QP-3TH Serial No. 3TH-6147
TCP-7	USED	4" Pump Honda	NO NUMBERS
TCP-10	USED	3" Honda Pump	Serial # WABJ-1113291
TCP-11	2020	Wacker 3" Trash Pump PT3A	Serial # 24244077

Transfer Pump

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PRESSURE PUMPS

PP-1	USED	Pressure Pump	N/A
PP-2	USED	Wheeler Rex - Pressure Pump	N/A
PP-3	USED	Blast-Off Pressure Pump w/ water tank	HC0586HLT Serial No. 061155

VIBRATORY HAMMER/SCREENERS

VH-1	2006	SP-50 Manual Steer Vibratory Hammer	06U217
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PRESSURE CLEANERS

PC-2		Pressure Cleaner 5000 PSI (portable) B5550 KG TEA 500	
PC-3		Pressure Cleaner 5000 PSI (portable)CGPB-5050-HE CL92.5	
PC-4		Pressure Cleaner 5000 PSI (Gas 24HP) PE-5024HWEBSEGEN	
PC-5		Pressure Cleaner 3500/5.5 GPM Clean	Hurri- Seial Number. 061222

STREET SAW

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SS-1		Honda Street Saw 9hpr	Serial No. EG0300587
SS-2		Target MC-18 5A Screw	Serial No. 00000483017
SS-3		DS18-13H	SN: 130110234

CUT OFF SAW

CS-14		Stihl Cut Off Saw TS420	Serial No. 168864096
CS-15		Stihl Cut Off Saw TS420	Serial No. 174436671
CS-16		Stihl Cut Off Saw TS420	Serial No. 174436691
CS-17		Stihl Cut Off Saw TS800	Serial No. 66309055
CS-18		Stihl Cut Off Saw TS420	Serial No. 177557844
CS-19		Stihl Cut Off Saw TS420	Serial No. 177557851
CS-20		Stihl Cut Off Saw TS420	Serial No. 177557843
CS-21		Stihl Cut Off Saw TS420	
CS-22		Stihl Cut Off Saw TS420	Serial No. 183753964
CS-23		Stihl Cut Off Saw 14 " TS420	Serial No. 185943471
CS-24		Stihl Cut Off Saw 14 " TS420	Serial No. 185943580
CS-25		Stihl Cut Off Saw TS420	Serial No. 187743668
CS-26		Stihl Cut Off Saw TS420	Serial No. 187743692

Chain Saws

CHS-1		Stihl Chain Saw MS5441	Serial No. 30030088922
CHS-2		Stihl Chain Saw MS361	Serial No. 30030088921
CHS-3		Stihl Chain Saw MS5441	Serial No. 30030088921
CHS-5		Poulan Chain Saw P3314	N/A
CHS-6		Chain Saw MS361-20"	Serial No. 275929409
CHS-7		Echo Model CS370 14"	Serial No C08911057993
CHS-8		Homelight 14" Electric Chain Saw UT43100	N/A
CHS-9		Echo Chain Saw CS-4400	NONE
CHS-10		Stihl Chain Saw MS660 (24 in.)	NONE

BLOWER

BL-1		General	31547
BL-2		Hurco Rip Cord	0302807-15
BL-3		Manhole Blower	N/A
BL-4		Allegro Blower	N/A
BL-5		Allegro Blower	N/A
BL-6		Rip Cord M.H. Ventilator	N/A
BL-7		Rip Cord M.H. Ventilator Hurco Tech Model 18H/Honda	5HPGXV140
BL-8		General - Electric Blower	N/A
BL-9		Pipcord Blower	Serial No. 101107-11

Welders

W-2		Miller Matic 350P Welder	Serial # LG093471B
W-3		Millermatic 252 Welder	MIL907321
W-4		Miller BobCat 250 Welder	Serial # 228-108-D
W-5		Miller Diesel Welder 2250	KE726960

Instruments

IN-1		Topcon - Green Lable	5Y2578
IN-2		Topcon - Green Lable	B34851
IN-3		Leica Instrument - NA724	5740662
IN-4		CST Berger	M122910

IN-5		CST Berger	M208407
IN-6		Berger - LTU2	0210
IN-7		Spectra - ALL224	815738
IN-9		TOPCON - AT-B4A	WP101218
IN-10		TOPCON AT-B4A	WP117970
IN-11		TOPCON AT-B4A	WP117967
IN-12		TOPCON AT-B4A	WP117965
IN-13		TOPCON AT-B4A	WP117968

Generators

GEN-2		Honda Generator (ES7500)	Model No. ES7500MHP1-ABAOX Serial No. 2003US030224
GEN-3		Wacker - G.56	N/A
GEN-5		Honda Generator (3500kw)	N/A
GEN-4		Honda Generator (EU1000)	N/A
GEN-8		Generac Generator (GP7000E)	Serial # 5444062
GEN-10		North Star - Blue - Generator on Wheels (24 KW)	Item # 165937E Serial Number 1207 2448
GEN-11		Coleman 5000	
GEN-12 ??		Harbor Freight - 10,000 Watt (BLUE)	
GEN-13		Predator 4000 (G210FA)	T5360018070172788
GEN-14		Predator 4000 (G210FA)	T5360018070172770
GEN-15		Tsurumi Portable Generator	TPG4-4500HDX

Stanley Hydraulics

SH-1		Stanley Hydraulic Portable Unit - 10GPM	GTR20H0230110049
SH-2		Stanley Hydraulic Portable Unit - 10GPM	GTR20H2031510008
SH-3		3" Stanley Hydraulic Submersible Pump SM-50	SM50100

FUEL TRAILERS

FT-1	930 Gal	White Oval Tank	1T9SX1829F1097017
FT-2	148 Gal	Round Blue Thompson Tank	
FT-3	299 Gal	Round Red Hand Crank Tank	
FT-4	488 Gal	Round Large Red Electric 12 Volt Tank	
FT-5	299 Gal	Round Red Hand Crank Tank	
FT-6		Round Red Single Axle / Electric Tank	
FT-7	488 Gal	Round Red Single Axle / Electric Tank	
FT-8	299 Gal	Round Red Hand Crank Tank	
FT-9	115 Gal	Square Red Electric Tank	
FT-10	120 Gal	Square Red Hand Crank Tank	

Vermeer Mole - 2", 3" & 4"

MLE-1		2" Vermeer Mole	
MLE-2	1992	3" Vermeer Mole	E14647
MLE-3		4" Vermeer Mole	

Hydraulic Saws

HS-1		Ameratec 20" Hydraulic Saw	
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4

FM-1	2017	Fusion Machine T500 Series 2	C23107
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Chipping Hammers

CH-1	2009	SULLAIR Chipping Hammer 60A Lrg Jack Hammer	Model MPB-
------	------	--	------------

CH-2	2010	SULLAIR Chipping Hammer MCH3-S RD/Ball SM Chipping Hammer	Model	MCH4S39106349A
CH-3	2010	SULLAIR Chipping Hammer MCH3-S RD/Ball SM Chipping Hammer	Model	MCH4S401060449A
CH-5		SULLAIR Chipping Hammer MCH3-S RD/Ball SM Chipping Hammer	Model	

MISC. EQUIPMENT

B-1	2015	Genie Articulating Boom Lift		Serial # Z3415-10431
CP-1	2009	Caterpillar Cold Planner	Model PC-6	Serial # AK500160
DC-1		Dixie Chopper	LT220034	7070761
ICS - 1	2005	Concrete Chain Saw		5E8X5 1015CT
LA-1	2002	Spectra Precision Laser	DG511	SERIAL NO. 2080
LA-2	2006	Spectra Precision Laser	DG511	SERIAL NO. 11706
LA-3	???	Spectra Precision Laser	DG511	???
LA-4	???	Laser Lane (Rolling)	Model - L600	S/N 13831
LM-1		Bush Hog Model No.	SQ160	12-03797
LT-2	2017	Light Tower - Wacker	LTV6K	WNCLTV02APUM01523
M-12	2000	Trench Shield		816DW4KE
M-2	2000	The Mole G Mat	P55	P5500151907
M-21		Honda Generator	EB 3000	Serial No. EZGP1161896
M-26		Multiquip Cement Mixer		Serial No. FH752898
M-52		QuickView Camera		1007QV06
M-55	2010	Honeywell Lumidor Micro Max Plus	Gas Detector - Max4AP	11992
M-56		Sperian Data Logger	Gas Detector	S/N 52140
M-57		Sperian Gas Dector-Multi-Pro		S/N 61655
M-60		Wellpoint System (300' System)		
M-61		I-Beam (30 Feet)		
M-62	2014	FLT - 9' Laser Pull Box		SN: 2506
M-63	2017	CAT A26B - AUGER w/ 18" Bit		EQ0066908
M-64	2016	CAT Trencher	T9B	EQ0033694
M-65	2017	Pemberton Manual Pin Grabber		EQ0066471
M-66	2018	CAT B6 Hammer for Skid Steer		EQ0080163
M-9		Lift Guard		
MM-2	2004	Asphalt Milling Machine w/ Trailer	Asphalt Zipper AZ-480S	109FS08244U022520 Milling Machine ID # 48S00106
MM-3	2020	Asphalt Milling Machine w/ Trailer	Asphalt Zipper AZ-500B-203	109FS0826KU021331 Milling Machine ID #50000195R
MOT-1		Water Filled Barriers (24)		
Piles		Z-SHEETING (Various Sizes)		
Plates		Steel Road Plates - 4 x 8'		
Plates		Steel Road Plates - 8 x 10'		
Plates		Steel Road Plates - 8 x 20'		
RB-1		7 cy Rock Box		
RB-2		9 cy Rock Box		
S-1	2007	Powerscreen-Handy Screen		S.N. HS96040
TB-1		16' Trench Box w/ spreaders		
TB-2		20' Trench Box w/ spreaders		
TM-1	2000	Tapping Machine	B101	
TM-3	2006	Aquatapper Dewalt / Blue Box		

Small Tools

ST-1	USED	Riobi Side Grinder - 4"	SN: AB092697873
ST-11		Milwaukee - 1/2" Electric Drill - 02334-1	2250183
ST-12		Dewalt - 1/2" Electric Impact - DW292	699405
ST-13	USED	Bosch - Bulldog Hammer Drill - 11224VSR	888009141
ST-14	USED	Dewalt Sawsall - DW304P	5748520080349
ST-15		TSURUMI - 2" Sump Pump - LSR245	T6161942
ST-16		Milwaukee - 1/2" Hammer Drill	897C701221768
ST-17		Master Heat Gun - HG301A	N/A
ST-18		Dewalt 4.5" Grinder - D28402	071324
ST-19		Dewalt 1/2" Impact - DW292	773777
ST-20		Makata - 7" Grinder - GA7021	57179A
ST-21		Bosch - Bulldog Hammer Drill - 112S5VSR	59100791
ST-22		JUNK - 16" Electric Chain Saw	N/A
ST-23	USED	Porter Cable - Ban Saw - 7724	112521038
ST-24	USED	Black and Decker - Sawsal - 3105	26984
ST-25		Rigid - 7" Circular Saw - R3200	BB0751
ST-26		Sump Pump - Junk	N/A
ST-27		2" Sump Pump - 52500	53909
ST-28	USED	Tsurumi - 2" Sump Pump	N/A
ST-29		1/2" Newmattic Impact - Taylor Made - T7734	43282
ST-30		Dewalt 1/2" Electric Impact - DW290	N/A
ST-31		Milwaukee - 4.5" Grinder	856H608311755
ST-33	USED	Milwaukee - SawSall	962E602293194
ST-34		Blue Drill Master - Cordless Hammer Drill (Harbor Freight)	94281
ST-35	USED	Dewalt Sawsall - DW304P	416368
ST-36		Dewalt Cordless 1/2" Impact - DW059	988164
ST-37		Riobi Circular Saw - C5B121	BB062355727
ST-38	USED	Porter Cable - Ban Saw - 7724	156735A3033
ST-39	USED	Bosch Hammer Drill - 11224VSR	784001371
ST-40	USED	Hitachi - Hammer Drill Large - DH30PC	N/A
ST-41		Kobalt - 1/2" Electric Impact	N/A
ST-42		Porter Cable Router - 690LR	99588720064049
ST-43		Commercial Electric Spot Lights - PC500	N/A
ST-44		Lamotte Water Kit - 2020E	ME10018
ST-45	USED	Chierne - Pressure Test Kit	N/A
ST-46		Star - Diesel Injector Tester	N/A
ST-47	2007	Fusion Machine 2-boxes RTC 315	Serial N. 071100326 Serial 21537
ST-48		Bosch - 1" Hammer Drill - 0611240	787000986
ST-49		Milwaukee - SawSall - 650/0-2800	A173515402621
ST-5		DeWalt - 1/2" Electric Impact - DW290	135321
ST-50		Milwaukee - 1/2" Hammer Drill	897E706212853
ST-54		Chicago Power Tools - 7" Grinder - 46237	N/A
ST-55		Socket Wrench Set - 21 pcs - 3.25 drive (7/8 - 2")	N/A
ST-6		Dewalt - 4" Grinder - DW818	517022

ST-60		Commercial Electric Spot Lights - PC500	N/A
ST-61		Chicago Mixing Drill (Harbor Frieght)	N/A
ST-62	USED	Subsurface Leak Detector	121581
ST-63	USED	Hitachi 7" Grinder - G1855	110403
ST-64		Rigid 3/8 Drill - CS0916	4084S
ST-65		Milwaulkee 4.5" Side Grinder #D02AD	11400798
ST-66	USED	Metal Detector - FPID 2100	10174697
ST-67		RIGID 1/2" Drill (R7122)	CS14292ND36576
ST-68	USED	Pipe Sewer Inspection Camera	
ST-69	USED	Dewalt - Angle Grinder (D28402)	559704
ST-70	USED	Dewalt - Grinder (D28402)	210245
ST-8	USED	Hitachi - 7" Grinder - G18SR	M571726
ST-9		Hitachi - 4.5" Ginder - G12SE2	M971325
ST-71	NEW	PitBull 26 (Fusion Machine)	
ST-72	NEW	Vibration Monitor	
		Chicago Rotary Hammer	371821246
		Chicago 9" Angle Grinder	371591448
		Chicago Reciprocating Saw	370281324

AIR PLUGS - Additional Plugs to be added

AP-1		15" - 16" w/ 3" Bypass	
AP-2		14" - 20" No Bypass	
AP-3		20" - 36" w/ 8" Bypass	
AP-4		4" - 8" (FFC Cage)	
AP-5		4" - 8" (FFC Cage)	
AP-6		40-60" Flow thru Plug	07G16B
AP-7		24" - 48" W/ 6" Bypass	
AP-8		10"	
AP-9		8"	
AP-10		8" w/ 3" Bypass	
AP-11		6 - 8 w/ No Flow Thru	
AP-12		4" - 8" w/ 2" Flow Thru	
AP-13		6"	
AP-14		3"	
AP-15		15 x 30 w/ 6" Bypass	
AP-16		48" - 70" Big Flat Plug	
AP-17		12 x 24 w/ 8" Flow Thru	
AP-18		8" w/ 3" Flow Thru (35 PSI)	
AP-19		8" w/ 3" Flow Thru (325 PSI)	
AP-20		10" Solid Plug (25 PSI)	



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "F"

Work in Progress



Foster Marine Contractors, Inc.
 3180 Fairlane Farms Rd. Wellington, FL 33414
 Phone (561) 683-0034 Fax (561) 683-0335

WORK IN PROGRESS as of 12/31/25

PROJ #	CONTRACT DESCRIPTION	ORIGINAL BID				ACTUAL												
		ORIGINAL CONTRACT VALUE INCLUDING APPROVED CHANGES	ORIGINAL ESTIMATE COST AT BID	ORIGINAL GROSS PROFIT OR (LOSS)	% COMPLETE	CURRENT CONTRACT VALUE INCLUDING APPROVED CHANGES	CURRENT BILLED TO DATE INCLUDING RETENTION	% COMPLETE	CURRENT COSTS			CURRENT GROSS PROFIT OR (LOSS)		UNDERBILLED (OVERBILLED)	ESTIMATED START DATE	ESTIMATED COMPLETION DATE		
24-111	Palm Beach County - Lift Station 5015	\$5,768,500	\$4,570,565	\$1,197,935	26%	\$5,847,482	\$4,635,942	79%	\$2,998,490	+	\$1,572,074	=	\$4,570,565	\$ 1,276,917	28%	(851,554)	January 2025	May 2026
24-112	Village of Palm Springs - 2nd Avenue North	\$3,999,444	\$3,037,375	\$962,069	32%	\$4,078,303	\$3,998,303	98%	\$2,478,954	+	\$60,000	=	\$2,538,954	\$ 1,539,349	39%	(93,373)	February 2025	February 2026
25-100	T&R Development - Blue Cypress	\$823,710	\$633,623	\$190,087	30%	\$823,710	\$0	0%	\$180,644	+	\$452,978	=	\$633,623	\$ 190,087	#DIV/0!	234,838	TBD	TBD
1125-01	B & B Underground - Lift Station 409, 504, 809 Rehab	\$109,494	\$75,214	\$34,280	46%	\$111,994	\$111,994	100%	\$39,388	+	\$0	=	\$39,388	\$ 72,606	65%	(2,500)	May 2025	Dec 2025
25-104	Hallandale Beach Lift Station #12 Rehabilitation	\$3,497,733	\$2,716,263	\$781,470	29%	\$3,497,733	\$0	0%	\$0	+	\$0	=	\$0	\$ 3,497,733	#DIV/0!	#DIV/0!	Feb 2026	Oct 2026
26-101	Hallandale Beach Lift Station #13 Rehabilitation	\$3,387,900	\$2,488,759	\$899,141	36%	\$3,387,900	\$0	0%	\$0	+	\$0	=	\$0	\$ 3,387,900	#DIV/0!	#DIV/0!	NTP - TBD	335 DAYS
TOTALS		\$17,586,781	\$13,521,798	\$4,064,983	30%	\$17,747,122	\$8,746,240		\$5,697,476	+	\$2,085,053	=	\$7,782,529	\$ 9,964,593	128%			
Net Backlog All Work (3-4)						\$9,000,883												
Bonded Work						\$16,811,418												
Net "Burnoff" Residual						\$8,177,173												



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "G"

Quality & Safety Assurance

Daily Timesheet Field Report UbX
*****>cV'G]h'GUZYm5 i X]h: cfa g



FOSTER MARINE CONTRACTORS, INC.
 3180 FAIRLANE FARMS ROAD, SUITE 1
 WELLINGTON, FLORIDA 33414
 561-683-0034 PHONE | 561-683-0335 FAX

JOB #: _____

DAILY REPORT

DATE: _____

LOCATION OF WORK: _____

FROM: _____ TO: _____

street & station

street & station

FEET	SIZE	TYPE OF PIPE	TYPE OF USE
			WM FM SAN DRNG
			WM FM SAN DRNG
			WM FM SAN DRNG

PLEASE CIRCLE OR CHECK ALL ITEMS THAT APPLY

QTY	TYPE	H2O SRVCS	SWR LATS	FH	or	GV	TYPE OF USE
							WM FM SAN DRNG
							WM FM SAN DRNG
							WM FM SAN DRNG

FEET	WIDTH	DEPTH	LOADS	TONS	ROADWORK			
					<input type="checkbox"/> SUB-BASE	<input type="checkbox"/> L/R	<input type="checkbox"/> ASPH	<input type="checkbox"/> STAB
					<input type="checkbox"/> L/R BASE		<input type="checkbox"/> TEMP ASPH	
					<input type="checkbox"/> SWALE	<input type="checkbox"/> S/W	<input type="checkbox"/> D/W	<input type="checkbox"/> DITCH

FEET	LOADS	DEMOLITION			
		<input type="checkbox"/> S/W	<input type="checkbox"/> D/W	<input type="checkbox"/> CURB	<input type="checkbox"/> PIPE ASPH
		<input type="checkbox"/> S/W	<input type="checkbox"/> D/W	<input type="checkbox"/> CURB	<input type="checkbox"/> PIPE ASPH
		<input type="checkbox"/> S/W	<input type="checkbox"/> D/W	<input type="checkbox"/> CURB	<input type="checkbox"/> PIPE ASPH

OTHERS ON JOBSITE (provide names)

<input type="checkbox"/> TRUCKER	<input type="checkbox"/> STRIPING
<input type="checkbox"/> SURVEYOR	<input type="checkbox"/> PUMP STATION
<input type="checkbox"/> CONCRETE	<input type="checkbox"/> TEST LAB
<input type="checkbox"/> DEWATERING	<input type="checkbox"/> ENGINEER
<input type="checkbox"/> SOD LANDSCAPING	<input type="checkbox"/> INSPECTOR(S)
<input type="checkbox"/> PAVING	<input type="checkbox"/>

DAILY WORKED PERFORMED &/OR DELAYS :

ANY UTILITY DAMAGES/ACCIDENTS: Y N TICKET # : _____

ACCIDENT/DAMAGE REPORT COMPLETED W/ PICTURES & SENT TO OFFICE

BARRICADES CHECKED EQUIPMENT LOCKED UP MATERIALS SECURED

FOREMAN PRINT & SIGN NAME: _____

JOB SITE SAFETY AUDIT

PROJECT & JOB #: _____

DATE: _____

FOREMAN: _____

TIME: _____

OF CREW ON SITE: _____

WEATHER: _____

GENERAL SAFETY

	YES	NO	N/A
Medical Facility/Emergency Phone Numbers Posted			
Certified First-Aid/CPR person on site			
First-Aid kit on site			
FOSTER MARINE Safety Manual on site			
Each employee wearing PPE including hard hats, glasses, long pants and heavy work boots			
Weekly Tool Box Talks being conducted and documented			
Adequate toilet facilities available			
Drinking water and cups available			
Subcontractors on site adhering to Safety Policy			

EXCAVATIONS AND TRENCHES

	YES	NO	N/A
Locations located and marked PRIOR to commencement of work			
Copies of location tickets on site			
OSHA Certified Competent Person on site			
Proper shoring/trench boxes/sloping and/or benching used			
Spoil piles minimum of two (2) feet from excavation edge.			
Adequate water control			
Proper access and egress used in trench/excavation			

CONFINED SPACES

	YES	NO	N/A
OSHA Certified Competent Person on site			
Has the space been atmospherically tested (for Oxygen & gases)			
All required permits/emergency evac plans posted			
Energy sources isolated "Lock Out/Tag Out"			

TRAFFIC & PEDESTRIAN CONTROLS

	YES	NO	N/A
Appropriate MOT in place			
Traffic movement/direction clearly visible (not confusing)			
Trained flaggers positioned properly using correct equipment			
Broken s/w; d/w and/or debris secured by barricades and caution tape			
Sidewalks clear of construction equipment and/or equipment			
Adequate number and positioning of barricades throughout site			

HEAVY EQUIPMENT & VEHICLES

	YES	NO	N/A
Company drivers pre-qualified			
All operators experienced and properly trained			
Back-up alarms on all equipment in working order			
Seat Belts being used by drivers and operators			
Machines being greased daily			
Vehicles and machinery traveling at safe speeds			

	YES	NO	N/A
HOUSE KEEPING & MATERIAL STORAGE			
Pipes/conduits blocked to prevent material from rolling			
Material &/or equipment stored properly on the side of the ROW or on resident's property			
Excess material and/or garbage removed from work area			
FIRE PROTECTION & PREVENTION			
UL Approved flammable liquid containers properly identified			
Adequate number of Fire Extinguishers accessible and charged			
MATERIAL HANDLING & LIFTING			
Proper staging of materials to minimize lifting and carrying			
Rigging equipment inspected and in good condition			

What subject was covered on last Tool Box Talk?

Non-Compliance Issues

Recommended Corrective Action

	YES	NO	N/A
Above items reviewed with Superintendent/Foreman?			

Safety Audit Conducted by: _____

Superintendent/Foreman Signature: _____

Employee Safety Program Handbook



Employee Safety Handbook

FOSTER MARINE CONTRACTOR, INC.

**A Guide to Safety Policies & Procedures
to Support a Safety-Conscious Work Environment**

Provided by: FOSTER MARINE CONTRACTOR, INC.

Legal Disclaimer to users of this form employee handbook:

The materials presented herein are for general reference only. Federal, state or local laws, or individual circumstances may require the addition of policies, amendment of individual policies, and/or the entire Handbook to meet specific situations. These materials are intended to be used only as guides and should not be used, adopted, or modified without the advice of legal counsel. These materials are presented, therefore, with the understanding that the Company is not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

FOSTER MARINE CONTRACTOR, INC. recognizes that our people drive the business. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. All work conducted by FOSTER MARINE CONTRACTOR, INC.'s employees will take into account the intent of this policy. No duty, no matter what its perceived result, will be deemed more important than employee health and safety.

FOSTER MARINE CONTRACTOR, INC. is firmly committed to the safety of our employees. We will do everything possible to prevent workplace accidents and we are committed to providing a safe working environment for all employees.

We value our employees not only as employees but also as human beings critical to the success of their family, the local community, and FOSTER MARINE CONTRACTOR, INC..

Employees are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and company policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, FOSTER MARINE CONTRACTOR, INC. will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, FOSTER MARINE CONTRACTOR, INC. subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds FOSTER MARINE CONTRACTOR, INC. in higher regard with customers, and increases productivity. This is why FOSTER MARINE CONTRACTOR, INC. will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of FOSTER MARINE CONTRACTOR, INC. is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices and company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
6. Management and supervisors of FOSTER MARINE CONTRACTOR, INC. will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, Management must monitor company safety and health performance, working environment and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at FOSTER MARINE CONTRACTOR, INC. must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the work that provides our livelihood.

President

Risk Manager

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The primary responsibility of the employees of FOSTER MARINE CONTRACTOR, INC. is to perform his or her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees MUST become familiar with, observe, and obey FOSTER MARINE CONTRACTOR, INC.'s rules and established policies for health, safety, and preventing injuries while at work. Additionally, employees MUST learn the approved safe practices and procedures that apply to their work.

Before beginning special work or new assignments, an employee should review applicable and appropriate safety rules.

If an employee has any questions about how a task should be done safely, he or she is under instruction **NOT** to begin the task until he or she discusses the situation with his or her supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with his or her supervisor, an employee still has questions or concerns, he or she is required to contact the Safety Coordinator.

NO EMPLOYEE IS EVER REQUIRED to perform work that he or she believes is unsafe, or that he or she think is likely to cause injury or a health risk to themselves or others.

1. **Conduct:** Horseplay, 'practical jokes,' etc., are forbidden. Employees are required to work in an injury-free manner displaying accepted levels of behavior. Conduct that places the employee or others at risk, or which threatens or intimidates others, is forbidden.
2. **Drugs and Alcohol:** Use and/or possession of illegal drugs or alcohol on company property or on company time are forbidden. Reporting for work while under the influence of illegal drugs or alcohol is forbidden.
3. **Housekeeping:** The following areas must remain clear of obstructions:
 - Aisles/exits
 - Fire extinguishers and emergency equipment
 - All electrical breakers, controls, and switches
 - Eye wash/safety showers

You are responsible to keep your work area clean and safe. Clean-up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips/spills immediately, and putting equipment and tools away as you are finished with them.
4. **Injury Reporting:** All work-related injuries must be reported to your supervisor immediately. Failure to immediately report injuries can result in loss of Workers' Compensation benefits. After each medical appointment resulting from a work-related injury, you must contact human resources to discuss your progress. You must also give human resources paperwork that you received at the appointment.

Due to the nature of the construction industry FOSTER MARINE CONTRACTOR, INC. CANNOT provide workers with "light duty" jobs for persons injured at work. We will make every effort to work with restrictions if it is possible to do so without risking additional injury to the injured worker. Employees are required to return to work immediately upon release.
5. **Personal Protective Equipment (PPE):** Inspect PPE prior to each use. Do not use damaged PPE. You are required to maintain and keep PPE clean.
 - a) Safety Glasses – must be worn at all times in designated areas in this facility.
 - b) Hard Hats – must be worn at all times in designated areas.
 - c) Gloves – work gloves must be worn at all times when handling sharp or rough stock, welding, or performing other jobs, which could cause hand injuries. Synthetic gloves must be worn when handling chemicals.
 - d) Welding – appropriate filter lens, welding helmet, gloves, and sleeves are required for welders at all times.
 - e) Respirators – only employees trained and authorized to use respirators are allowed to do so.
 - f) Hearing Protection – is required in areas where noise exposure is more than 90dBA (85dBA if you already have experienced a hearing loss).
6. **Equipment Operation:** You must specifically be trained and authorized by your supervisor to operate the following:
 - Company vehicles,
 - Forklifts,
 - Machine and power tools,
 - Paint sprayers,
 - Welders, and
 - Cranes/hoists

When operating machines: do not wear loose clothing, long hair should be tied up and back, remove jewelry, and sleeves should either be rolled all the way up, or all the way down.

Never operate damaged or defective equipment. Turn the machine off and report it to your supervisor immediately.

Never tamper with, remove, or deactivate machine guards or controls designed to ensure safe operations. Never reach into an operating machine or moving machine part.

7. Ladders:

- Inspect all ladders prior to each use;
- Ladders must be placed on secure footing;
- Only one person is allowed on a ladder at a time;
- Never stand on the top two steps of a stepladder;
- Always maintain 3-point contact when working on ladders;
- Never reach beyond arm length when working on a ladder; and
- Never use metal ladders when working on or around electrical equipment.

8. Cranes/Hoists/Lifting Devices:

- a) Inspect all cranes, hoists and lifting devices (slings, hooks, etc.) prior to each use. Never use damaged equipment.
- b) Never walk under a load suspended from a hoist or crane.
- c) Keep all personnel clear of the 'fall zone' of the crane/hoist.
- d) Know the weight of material being lifted. Never overload a crane/hoist.

9. Lockout/Tagout – prior to working on any machinery when guards are removed, every energy source (electrical, hydraulic, chemical, mechanical, etc.) must be deactivated, stored energy dissipated, and the control locked in the off (safe) position.

Never remove or tamper with a lockout performed by another employee or contractor. A lockout could consist of a lock applied to a control such as a switch, breaker, or valve. A tag containing words such as "DANGER - DO NOT OPERATE" may also be used for lockout. If you see the lock, the tag, or both applied to an energy control device it means, "Keep your hands off."

10. Hazard Communication:

- a) All chemical containers must be labeled to identify contents and hazards. Most labels use numbers to rank the hazard level in three important areas:
 - FIRE** (red background color) - will the material burn?
 - HEALTH** (blue background) - is the material dangerous to my body?
 - REACTIVITY** (yellow background) - is the material dangerously unstable?

After each hazard (Fire, Health, Reactivity), a number from 1-4 will be assigned. The number reflects the degree (or amount) of hazard:

- | | |
|-------------|------------|
| -0 Minimal | -1 Slight |
| -2 Moderate | -3 Serious |
| -4 Severe | |

- b) A Material Safety Data Sheet (MSDS) must be secured for all chemicals purchased or brought on site. You have a right to access MSDSs – ask your supervisor.
- c) Follow all label and MSDS instructions – including amount instructions

- d) Do not mix chemicals unless authorized to do so.
- e) Keep all chemicals in closed containers.
- f) Store all flammable liquids in safety cabinets or safety cans. Never use flammable chemicals around ignition sources such as smokers, pilot lights, or arcing/sparking electrical equipment.
- g) Wear required Personal Protective Equipment and minimize contact with the chemical.
- h) Do not eat, drink, or smoke while using chemicals. And always wash your hands after handling chemicals.

11. Confined Space Entry – Only trained and authorized employees are permitted to enter confined spaces. If you believe that your job requires confined space entry, contact your supervisor prior to undertaking the work. (Confined spaces are areas not meant for human occupancy, have limited means of entry/exit, and have electrical, chemical, thermal, atmosphere, or entrapment hazards).

12. Emergencies:

- a) In the event of any serious injury or fire, call 911. Send someone to the facility entrance to meet the Fire Department. If in doubt, call 911.
- b) Upon discovering a fire, alert others in immediate danger and initiate facility-wide fire alarm.
- c) When the evacuation signal is given, all employees should immediately turn off equipment, close doors, and evacuate to their designated evacuation areas. Attendance will be taken to account for all personnel. Stay together in the group until further instructions are received.
- d) Do not attempt to fight any fire which is uncontained, too hot, too smoky, or if you are too frightened.
- e) To use a fire extinguisher, remember PASS:
 - P = Pull (the safety pin)
 - A = Aim (at the base of the fire)
 - S = Squeeze (the lever)
 - S = Sweep (side to side)

If you use a fire extinguisher, remember:

- Stay low,
 - Keep yourself between the fire and an exit,
 - Do not turn your back on a fire, and
 - Immediately report the use to your supervisor.
- d) Do not touch blood or any other bodily fluid during or following an incident. If you are trained to administer first aid, gloves and other barriers are located with the first aid equipment. If you think that you have been exposed to bodily fluid, notify your supervisor immediately.

13. Company Vehicles and Driver Safety:

- a) Only employees authorized by FOSTER MARINE CONTRACTOR, INC. are permitted to operate FOSTER MARINE CONTRACTOR, INC. vehicles.
- b) No 'side trips' or personal use of company vehicles are permitted.
- c) Seat belts/shoulder harnesses must be worn whenever the vehicle is in motion.
- d) All local and state traffic regulations and signs must be followed.
- e) No unauthorized riders, hitchhikers, etc., are allowed.
- f) All moving violations resulting in points being assigned to your license must be reported to your supervisor.

g) Driving while under the influence of alcohol or other drugs is forbidden.

- Employees driving their personal vehicles on company business must follow steps 'c - g,' shown above.

14. Electrical Safety:

- a) Never operate or tamper with the electrical main switch or breakers. You are authorized only to operate switches/disconnects on/for individual machines.
- b) Report all electrical problems and suspected problems to your supervisor.
- c) All junction boxes, control boxes, connections, and other wiring must have covers securely installed to prevent accidental contact.
- d) Inspect all plugs, cords, and portable equipment prior to use.
- e) Report any damaged electrical equipment to your supervisor. Only authorized personnel are permitted to make repairs.
- f) Extension cords are to be used only for temporary applications. Never stretch cords across aisles or areas where others may trip over them. Do not attach extension cords to the building or run them under rugs/mats or through walls.
- g) Any personal electrical devices must be approved by FOSTER MARINE CONTRACTOR, INC. prior to use.

15. Lifting:

- a) If you need help moving material, request assistance.
- b) When you lift, use your leg muscles by squatting close to the load, preserving the curve in your back, spreading your feet, and lifting with your legs, keeping the load close to your body.
- c) When you turn holding an object, move your feet, and do not twist.

16. Staying Safe - Report any unsafe conditions or situations to your supervisor. If you have suggestions on improving any aspect of safety in the facility, discuss it. If you are unsure of how to operate a piece of equipment or complete an assignment, **ask for help**. Asking for help when you are unsure reduces the chance of injury.

These rules are established to help you stay safe and injury free. Violation of the above rules, or conduct that does not meet minimum accepted work standards, will result in discipline, up to and including discharge.

When working at a customer location, employees are required to follow the above rules, as well as all customer rules and procedures, and work in a manner that reflects positively on the company. Before operating any equipment at a customer location, permission must first be secured from the customer contact.

[Insert Name] is designated as FOSTER MARINE CONTRACTOR, INC.'s Safety Coordinator. [Insert Name] is designated as the Associate Safety Coordinator. The Safety Coordinator is responsible for implementation and compliance with the Safety and Health Policy of FOSTER MARINE CONTRACTOR, INC. and is accountable for results as measured by criteria, such as incident rates.

Other responsibilities include:

1. Resolve questions, approve and/or recommend necessary expenditures to correct unsafe conditions.
2. Make regular shop, warehouse, office and ground-job site tours, and safety inspections to determine if safe work practices are being observed; ensure that unsafe conditions do not exist.
3. Actively participate and follow the safety and health programs.
4. Plan, coordinate, perform, or delegate all safety training and testing given to supervisors and employees. Review results to be sure they are satisfactory. Maintain appropriate records of training and testing.
5. Review disciplinary actions with the employees.
6. Personally perform safety inspections, and review safety inspection reports and unsafe conditions reported by supervisors, employees, or others. Make or obtain corrections as required to maintain a safe workplace and ensure compliance.
7. Conduct regular safety meetings with employees to promote safety awareness and compliance with the Safety and Health Policies.
8. Ensure safety awareness among workers through regular meetings.
9. Ensure compliance with safe work practices and FOSTER MARINE CONTRACTOR, INC.'s safety rules. Take appropriate disciplinary action to ensure compliance. This includes safe working procedures in flange and fitting machine shop operations, saw shop operations, the warehouse, yard, and office operations.
10. Investigate accidents and assist with completion of accident report forms when required.
11. Review reports of first aid incidents and reportable injuries to determine possible preventative actions. Take immediate corrective actions as required.
12. Ensure that specific programs (i.e. hazard communication, protection from bloodborne pathogens, hearing conservation, forklift safety/operator certification) are implemented and complied with consistently.

In order to promote better communication between employees and management, a Safety & Health Committee has been established for FOSTER MARINE CONTRACTOR, INC.'s operations. Its primary function is to serve as a two-way channel of communication and to promote safety awareness throughout the workplace.

ORGANIZATION: The Safety & Health Committee will consist of:

Safety Coordinator
Associate Safety Coordinator
Superintendent
Job-site Foreman

The Employee Safety & Health Committee will meet monthly. The meeting will be chaired by the Safety Coordinator or Associate Safety Coordinator. Should a scheduled meeting have to be postponed, it will be held later in the month, on a date and time determined by the Safety Coordinator.

FUNCTION: The Safety & Health Committee has the following functions:

1. Conduct Safety/Housekeeping inspection(s) of one or more departments as part of each meeting.
2. Review and update safety rules and safe operating procedures.
3. Review accidents and "near miss" incidents reported since the last meeting, and suggest means for preventing future occurrences.
4. Convey, review, and comment on safety suggestions submitted by employees.
5. Plan and carry out various safety promotion activities (such as contests, award programs, etc.).
6. Promote safety awareness among all employees through safe attitudes and day-to-day interactions.
7. Review safety impacts of equipment/facility changes and multi-shift operations.

Take into account an employee's personal experience with safety when selecting Safety and Health Committee members. Someone from a specific work area with a history of accident or injury problems can bring valuable insights to the committee.

Volunteers or individuals who show they have an interest in safety are also good candidates. Likewise, individuals with a good safety record can bring their own experience to the group.

Rotate membership so that members exposed to Safety & Health Committee issues are "circulated" back into the workforce and others are brought in.

Occasionally, specialists or consultants may be added to the committee to address a specific situation or problem. Also, ad hoc subcommittees may be used to analyze and formulate recommendations on a particular problem.

The Safety & Health Committee should also be involved with developing SAFETY INCENTIVE PROGRAMS and in recognizing individual employees who have contributed to safety efforts and positive results.

Written documentation of Safety & Health Committee meetings should be maintained. A log or written minutes should be taken at each meeting. Meetings should follow a standard agenda.

1. Employees of FOSTER MARINE CONTRACTOR, INC. are required to follow all client safety and security procedures during client visits.
2. If your client host does not advise you regarding safety hazards consider the following:
 - Emergency exit location(s);
 - Keep your eye on the path you are walking and avoid any tripping/slipping hazards. When on stairs maintain three point contact (hand on rail and feet on stairs);
 - When visiting manufacturing or construction sites, eye protection, hearing protection, and hard hats are frequently required. Ideally, this equipment will be in the possession of the FOSTER MARINE CONTRACTOR, INC. employee and not provided by the client.

If you will be touring a factory or construction site, dress appropriately. Wear shoes that support your feet and are slip resistant. Avoid clothing that is either constrictive or too loose; loose clothing be get caught in machinery or other equipment.

1. Any work-related injury or suspected injury must be reported immediately to your supervisor and to Human Resources. A [insert form name] form must be completed. Failure to promptly report an injury may result in disciplinary action.
2. Human Resources will issue a [insert form name] for the injured employee to take to the treating medical practitioner. The employee must return this form to Human Resources by the next business day.
3. After each practitioner appointment, the employee must report to his/her supervisor and Human Resources to review his/her progress.
4. FOSTER MARINE CONTRACTOR, INC. DOES NOT provide light duty work for employees recovering from injury. Do to the nature of our work it is difficult to accommodate light duty work without the risk of further injuring the employee. Employees are required to return to work immediately upon release.
5. An accident investigation will be conducted to determine the root cause of the accident. The injured employee will be asked to participate in the investigation.
6. Employees are urged to report hazardous conditions and "near miss" incidents on ALL incidents with or without resulting in an injury. Job Site Foreman will have Incident Investigation Report that is MANADATORY to be filled out by the employees. Supervisors are require to fill out the "Supervisor's Accident Investigation Report".
7. Any attempt to defraud FOSTER MARINE CONTRACTOR, INC. with a false workers' compensation claim will result in disciplinary action. The case can also be referred to the district attorney for possible prosecution.

GENERAL EMERGENCY GUIDELINES:

- Stay calm and think through your actions
- Know the emergency numbers:
 - Fire/Police/Ambulance 9-911
 - Internal Emergency Number (if applicable)
 - Human Resources _____
 - Page _____
 - Operator "0"
- Know where the stairwell exits are located
- In the event of any emergency, do not take elevators, use the stairs
- Do not hesitate to call/alert others if you believe that an emergency is occurring — you will not "get in trouble."
- Know where emergency equipment is located: [insert location]

FIRE:**1. EVACUATION**

- Employees will be notified of a fire alarm either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, employees should immediately evacuate the building using the closest stairs. Do not delay evacuation to get personal belongings or to wait for co-workers. Also, all doors should be closed as the last person passes through. (Note: never use elevators during fire alarm situations).
- Supervisors should be the last persons to leave the area. Check in conference rooms, lavatories, and offices to be sure that all personnel have evacuated.
- Any employee having a mobility, visual, hearing, or other condition, which may hinder them from becoming aware of an emergency or evacuating, should request special assistance through Human Resources.
- Upon exiting the building, personnel should report to [insert meeting location] for a headcount. [Insert department] personnel should gather and be accounted for by [insert name]. [Insert department] personnel should gather and be accounted for by [insert name].
- If any employee is missing, an immediate report should be made to [insert name of incident commander] who will in turn report to the first available fire department officer.
- Employees should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy the building will be issued by [insert name of incident commander].
- In the event of inclement weather, [insert name of incident commander] will make arrangements for all personnel to move to shelter.

2. EMPLOYEE DISCOVERING A FIRE:

- Alert other persons in the immediate hazard area.
- Activate a fire alarm or call [insert name] to page an emergency announcement.
- If you have been trained, you can decide to use a fire extinguisher following these instructions:
 - P=Pull the safety pin
 - A=Aim the nozzle at the base of the fire
 - S=Squeeze the operating lever
 - S=Sweep side to side covering the base of the fire

**When using a fire extinguisher always stay between the fire and an exit; stay low and back away when the fire is extinguished.*

**Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky or you are frightened, evacuate.*

- Have someone notify [insert name of incident commander] where the emergency is located. He/she will relay this information to the fire department.

3. MEDICAL EMERGENCY: (chest pains, loss of consciousness, fall from a height, etc.)

- Upon discovering a medical emergency, call 911.
- Call the operator ("0") and report the nature of the medical emergency and location.
- Stay with the person involved being careful not to come in contact with any bodily fluids, unless properly trained and equipped.
- Send two persons (greeters) to the building entrance, [insert building entrance], to await the fire department. (One person should call and hold an elevator car. Often two fire department units will arrive, so the second greeter should wait at the entrance to receive the second unit while the first greeter escorts the fire dept. personnel to the scene).
- Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
- Human Resources will make any necessary notifications to family members of the person suffering the medical emergency.

4. SEVERE WEATHER:

- The receptionist will monitor a weather alert radio. If a severe weather report is issued, she/he will immediately page the following announcement: [insert announcement]. (This announcement will be repeated three times).
- Employees will shut down office equipment and will be instructed where to go for safety.
- The receptionist will take the weather radio with her/him. When the severe weather warning is cancelled, she/he will send runners to advise that it is safe to return to office areas. A general announcement will also be made.

5. WORKPLACE VIOLENCE:

- Any employee who feels that she/he has been threatened should immediately report their concern to their manager and to Human Resources.
- If any person is observed exhibiting threatening behavior or making threatening statements, the person discovering the situation should warn others in the area and immediately notify Human Resources and stay away from the person exhibiting threatening behavior.
- Depending upon the level of concern, the [insert police department] (911) should be called immediately.
- Never attempt to confront any person exhibiting threatening behavior.

*If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

1. Smoking is not allowed in any interior area of the building. Smoking is only allowed in designated exterior smoking areas.
2. No candles or open flames are allowed within the facility.
3. Hot work: contractors performing hot work (welding, grinding, flame cutting, brazing, soldering, etc.) must contact [insert name] for approval prior to the start of the work.
4. Only space heaters provided by the company are approved for use within the facility. Employees using space heaters are responsible to turn the heater off when leaving their desk for extended periods of time (lunch, end of the workday, etc.).
5. No flammable chemicals are allowed inside the building at any time. If you feel that there is a work-related need to use a flammable chemical, contact Human Resources for guidance.
6. Electrical safety:
 - With the exception of independently fused multi-tap cords for computers, extension cords are not allowed.
 - Keep electric cords out of areas where they will be damaged by stepping on/kicking them.
 - Turn electrical appliances off with the switch, not by pulling out the plug.
 - Turn all appliances off before leaving for the day.
 - Radios/tape/CD players and PDAs are the only personal electrical devices allowed to be used in offices/cubes. These devices must be in good repair. FOSTER MARINE CONTRACTOR, INC. reserves the right to instruct you to remove personal electrical devices at any time.
 - Never run cords under rugs or other floor coverings.
 - Any electrical problems should be reported immediately to [insert name].
7. The following areas must remain clear and unobstructed at all times:
 - Exit doors,
 - Aisles,
 - Electrical panels, and
 - Fire extinguishers.

1. All FOSTER MARINE CONTRACTOR, INC. employees have a right to know what chemicals they work with, what the hazards are, and how to handle them safely.
2. Material Safety Data Sheets (MSDS) are documents provided by the supplier of a chemical. MSDS detail the chemical contents, associated hazards, and general safe handling guidelines. At FOSTER MARINE CONTRACTOR, INC., the MSDS collection is located at [insert location]. Employees are free to utilize the MSDS as needed.
3. General rules for handling chemicals in an office environment are:
 - Read all label warnings and instructions.
 - When changing toner cartridges, consult with an experienced employee if you are unsure how to proceed.
 - Follow instructions for quantity. More is not better.
 - Minimize contact with chemicals. Use double layer cloths or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
 - Always wash your hands after handling chemicals.
 - If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it/them with clean, cool water for 15 minutes. Then be sure to report the injury immediately.
 - Any questions or concerns regarding chemicals should be reported to Human Resources.

Office Safety:

1. Never leave file drawers open, or open multiple file drawers at once.
2. Do not stack heavy or bulky objects on top of cabinets.
3. Do not store frequently used objects above shoulder height or below knee height.
4. Never reach into office machines without turning them off and unplugging them if possible.
5. Keep your work area free of trip hazards such as storage in walkways, cords across aisles, and damaged floor coverings.
6. Inspect step stools/ladders before use. Be sure to keep a stationary object in front of you when using a step stool to provide stability.
7. Never use defective or broken equipment. Report these problems to your supervisor.

Security:

1. Always be aware of your surroundings. Keep your head up and hands out of your pockets while walking to and from your car.
2. Immediately report any suspicious activity or persons to [insert name]. And immediately report any theft to [insert name].
3. When parking, remove all valuables from sight and lock car doors.
4. Do not enter an elevator car if you are concerned about other riders; instead, wait for the next car.
5. Keep all valuables (money, purse, jewelry, etc.) out of sight when at your desk. Do not bring large sums of money or other valuables into the building.
6. Secure laptop computers, PDAs, and other small electronic devices before leaving your workspace for extended periods of time (lunch, meetings, etc.).
7. If you are working alone and are in the office before or after regular business hours, on weekends, or holidays, observe these additional guidelines:
 - Be sure doors close and lock after you.
 - Turn on lights as you move through the building.
 - Always be aware of the closest telephone (do not hesitate to call 911 if you feel threatened).
 - Be sure that someone at home knows that you are at work and is expecting you to check in by a specified time.
 - As you leave the office, be sure to turn off all equipment, lights, etc., after use.
8. Weapons, including firearms, knives with blades longer than two inches, bow/arrow, pepper spray (mace, tear gas), and clubs, are not allowed on FOSTER MARINE CONTRACTOR, INC. property.

FOSTER MARINE CONTRACTOR, INC. does not tolerate harassment of our job applicants, employees, clients, guests, vendors, customers, or persons doing business with FOSTER MARINE CONTRACTOR, INC. Any form of harassment related to an employee's race, color, sex, religion, national origin, age, citizenship status, veteran status, or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, or national origin; sexual advances; requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including immediate discharge.

Sexual harassment, one type of prohibited harassment, has been defined according to FOSTER MARINE CONTRACTOR, INC. guidelines as:

- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Examples of conduct prohibited by this policy include but are not limited to:

- Unwelcome sexual flirtation, advances, or propositions;
- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation;
- Explicit or degrading verbal comments about another individual or his/her appearance;
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
- Any sexually offensive or abusive physical conduct;
- The taking of or the refusal to take any personnel action based on an employee's submission to or referral of sexual overtures; and
- Displaying cartoons or telling jokes that relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.

Harassment of our employees in connection with their work by non-employees may also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a non-employee should report such harassment to his or her supervisor. Appropriate action will be taken with respect to violation of this policy by any non-employee.

If you believe that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so.
2. Report the incident immediately to your supervisor/manager, the site Human Resources representative, or the Employee Relations Department.
3. Report any additional incidents that may occur to one of the above resources.

Any reported incident will be investigated. Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given FOSTER MARINE CONTRACTOR, INC.'s obligation to investigate and act upon reports of such harassment.

Retaliation of any kind against an employee who reports a suspected incident of sexual harassment is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including termination.

Any work-related accident resulting in serious injury or the death of an employee presents significant emotional challenges for management. Following are some guidelines, which may reduce the effects on fellow employees and minimize the impact from regulators, such as OSHA.

1. Be prepared to talk to local police officials, district attorney investigators, coroners, and OSHA compliance officers. Be aware that police and district attorneys can conduct criminal investigations. Be truthful but do not speculate or offer unsolicited opinions, information, or theories. Also be prepared for contacts from local news media. Consult with legal advisors if in doubt. (Operate under the assumption that OSHA will investigate. Take steps to be sure that your entire facility is as prepared as possible).
2. Fatalities and incidents resulting in three or more employees receiving inpatient hospitalization must be reported within 8 hours to the closest OSHA area office. If after hours, the incident can be reported to OSHA at: 1-800-321-6742.
3. Have a representative of your company contact the employee's next of kin to inform her/him of the circumstances. If possible, this contact should be made in person. Offer to provide transportation and/or other support. (For example, providing a FOSTER MARINE CONTRACTOR, INC. representative at the hospital will convey the company's concern).
4. Get all witnesses names. If some witnesses are not employees, be sure to get full addresses and phone numbers.
5. Render safe any hazards created by the accident scene. (i.e. material that may fall, leaking chemicals, etc.). Rope off or otherwise isolate the accident scene early on to prevent it from becoming a "tourist attraction."
6. Conduct an initial investigation. If equipment and/or duties directly involved in the accident are duplicated elsewhere in the company, take immediate steps to assure that there will be no re-occurrence of the accident.
7. Take pictures to document the scene. Note anything that may help you identify specific equipment involved such as serial numbers, license plate numbers, etc.
8. Follow FOSTER MARINE CONTRACTOR, INC.'s procedure for bloodborne pathogens in cleaning any bodily fluid spills.
9. Consider meeting with employees in small groups to discuss, in general terms:
 - a) The serious accident that occurred.
 - b) That all the necessary steps were taken to care for the person involved.
 - c) That an accident investigation is being performed.
 - d) That all employees will be kept informed.
 - e) The availability of the Employee Assistance Program (EAP) (if applicable).
 - f) Provide encouragement and request that employees work safely.
10. Request your supervisors be alert for employees who may not be paying full attention to their jobs and thereby jeopardizing their own safety. During these discussions, do not discuss fault, discipline, opinions, etc.
11. If your company has a physician on contract, have him/her follow the case.

1. Blood and other bodily fluids can carry pathogens, which are capable of causing diseases in others. This includes HIV, which leads to AIDS and hepatitis.
2. Because we cannot tell by looking at a person if they are infected with a pathogenic disease, we must take precautions following an illness or injury when bodily fluids are released.
3. In the event of a person losing bodily fluids, stay away from the area and warn others to also do so. You can still stay close to the ill/injured person to support him/her, just be sure to stay out of contact any bodily fluids.
4. In the event that you find spilled bodily fluids, a syringe, or other medically contaminated materials, do not attempt clean up by yourself. Call Human Resources immediately for instructions.

To: All drivers of FOSTER MARINE CONTRACTOR, INC.
 Effective: 01/01/18

- This policy applies to:
 - Vehicles owned, leased, or rented to FOSTER MARINE CONTRACTOR, INC.
 - Personally owned vehicles driven by employees on behalf of FOSTER MARINE CONTRACTOR, INC.

The following policy has been established to encourage safe operation of vehicles, and to clarify insurance issues relating to drivers and FOSTER MARINE CONTRACTOR, INC.

- All drivers must have a valid driver's license.
- Motor Vehicle Records will be checked periodically. Driving privileges may be suspended or terminated if your record indicates an unacceptable number of accidents or violations. Should your record fall into our insurance carrier's guidelines of an, 'unacceptable driver,' our employment may be terminated.
- Your supervisor must be notified of any change in your license status or driving record.

When operating your own vehicle for FOSTER MARINE CONTRACTOR, INC. business:

- Your Personal Auto Liability insurance is the primary payer. FOSTER MARINE CONTRACTOR, INC.'s insurance is in excess of your coverage.
- You should carry at least \$[enter amount] per occurrence liability coverage. Evidence of insurance coverage is to be provided to either FOSTER MARINE CONTRACTOR, INC. each year, by a copy of your policy's Declaration page or a Certificate of Insurance.
- FOSTER MARINE CONTRACTOR, INC. is not responsible for any physical damage to your vehicle. You must carry your own collision and comprehensive coverage.
- Report your mileage for expense reimbursement.

In the event of an accident:

- Take necessary steps to protect the lives of yourself and others.
- Comply with police instructions.
- Do not assume or admit fault. Others will determine liability and negligence after thorough investigation.
- Report the accident to FOSTER MARINE CONTRACTOR, INC. as soon as possible.

By signing this document you are agreeing that you have read and understood the Vehicle Use policy, and will comply.

 Employee's Signature

 Date

FOSTER MARINE CONTRACTOR, INC. is firmly committed to your safety. We will do everything possible to prevent workplace accidents and are committed to providing a safe working environment for you and all employees.

We value you not only as an employee but also as a human being critical to the success of your family, the local community, and FOSTER MARINE CONTRACTOR, INC.

You are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and FOSTER MARINE CONTRACTOR, INC. policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, FOSTER MARINE CONTRACTOR, INC. will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, FOSTER MARINE CONTRACTOR, INC. subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds FOSTER MARINE CONTRACTOR, INC. in higher regard with customers, and increases productivity. This is why FOSTER MARINE CONTRACTOR, INC. will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of FOSTER MARINE CONTRACTOR, INC. is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices, company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions, and assistance from employees where safety and health are concerned.
6. Management and supervisors of FOSTER MARINE CONTRACTOR, INC. will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, management must monitor the company's safety and health performance, working environment, and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at FOSTER MARINE CONTRACTOR, INC. must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries and keep each other safe and healthy in the work that provides our livelihood.

By signing this document, I confirm the receipt of FOSTER MARINE CONTRACTOR, INC.'s employee safety handbook. I have read and understood all policies, programs, and actions as described, and agree to comply with these set policies.

Employee Signature

Date



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "H"

E-Verify Memorandum of Understanding



Company ID Number: 815089

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Foster Marine Contractors, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

- a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

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

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

- 1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
- 2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
- 3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- 4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

**ARTICLE VI
PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Foster Marine Contractors, Inc.	
Name (Please Type or Print) Robert H Wight	Title
Signature Electronically Signed	Date 09/18/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/18/2014



Company ID Number: 815089

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Foster Marine Contractors, Inc.
Company Facility Address	3180 Fairlane Farms Road Suite 1 Wellington, FL 33414
Company Alternate Address	3180 Fairlane Farms Road Suite 1 Wellington, FL 33414
County or Parish	PALM BEACH
Employer Identification Number	591054370
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 815089

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA 1 site(s)



Company ID Number: 815089

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

Name	Jodi M Feliu
Phone Number	(561) 683 - 0034 ext. 301
Fax Number	(561) 683 - 0335
Email Address	jodi@foster-marine.net



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