

NOTE TO BIDDER: Use BLACK ink for completing this BID form.

BID FORM

To: The City of Key West

Address: 3126 Flagler Avenue, Key West, Florida 33040

Project Title: East Front Street Flood Mitigation

Bidder's person to contact for additional information on this BID:

Name: Matt Deluca

Telephone: (941) 465-8358

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this BID are those named herein, that this BID is, in all respects, fair and without fraud, that it is made without collusion with any official of the CITY, and that the BID is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this BID is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data, which he believes pertinent from the Engineer, CITY, and other sources in arriving at his conclusions.

The Bidder further agrees, as evidenced by signing the BID that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

The Bidder further agrees that the CITY may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to NOTICE OF AWARD.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the CITY examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the CITY, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within 200 calendar days.

This Contract will automatically expire and be terminated on final acceptance by the CITY.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, the Owner and Bidder agree that as liquidated damages for delay (not as a penalty) Bidder shall pay Owner \$2,000 per day for each day that expires after the completion date.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by the Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. one (1) and two (2)

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his BID(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

UNIT PRICE BID SCHEDULE

| <i>Item No.</i> | <i>Description</i> | <i>Estimated Qty</i> | <i>Unit</i> | <i>Bid Unit Price</i> | <i>Extended Bid Unit Price</i> |
|-----------------|--|----------------------|-------------|-----------------------|--------------------------------|
| 1 | Performance/ Payment Bond | 1 | LS | 24,000.00 | 24,000.00 |
| 2a | Mobilization/Field/Envir/Constr | 1 | LS | 90,000.00 | 90,000.00 |
| 2b | Demobilization | 1 | LS | 45,000.00 | 45,000.00 |
| 2c | General and Supplementary Cond. | 1 | LS | 110,000.00 | 110,000.00 |
| 2d | MOT | 1 | LS | 40,000.00 | 40,000.00 |
| 2e | Certified Auto Cad As-Builts/surveyer | 1 | LS | 12,000.00 | 12,000.00 |
| 3 | Trench Excavation, Backfill, and Storm Pipe | | | | |
| 3a | 18" Storm | 850 | LF | 175.00 | 148,750.00 |
| 3b | 24" Storm | 1350 | LF | 199.00 | 268,650.00 |
| 3c | 42" Storm | 30 | LF | 480.00 | 14,400.00 |
| 3d | 48" Storm | 20 | LF | 540.00 | 10,800.00 |
| 3e | Exfiltration Trench | 15 | LF | 490.00 | 7,350.00 |
| 4 | Asphalt Restoration | 3,120 | SY | 50.00 | 156,000.00 |
| 5 | Temporary Striping - 20 Mils | 350 | LF | 3.00 | 1,050.00 |
| 6 | Final Striping - 70 Mils Thermoplastic | 350 | LF | 5.00 | 1,750.00 |
| 7 | Concrete | | | | |
| 7a | Sidewalk (4-inch) | 11,925 | SF | 8.50 | 101,362.50 |
| 7b | Sidewalk/Driveway (6-inch) | 250 | SF | 12.00 | 3,000.00 |

| | | | | | |
|-----|--|-------|----|------------|------------|
| 7c | FDOT Type F Curb and Gutter, Type D, and Valley Gutter | 1,810 | LF | 40.00 | 72,400.00 |
| 8 | Catch Basins and Inlets | | | | |
| 8a | Ditch Bottom Inlets | 3 | EA | 8,000.00 | 24,000.00 |
| 8b | Type P5 - Including Bottom | 13 | EA | 7,200.00 | 93,600.00 |
| 8c | Type P6 - Including Bottom | 8 | EA | 8,500.00 | 68,000.00 |
| 8d | Type P5 - Top Only | 24 | EA | 5,000.00 | 120,000.00 |
| 8e | Type P6 - Top Only | 7 | EA | 5,800.00 | 40,600.00 |
| 9 | Removal and Disposal of Existing Structures | 8 | EA | 1,400.00 | 11,200.00 |
| 10 | Storm Manhole | 5 | EA | 7,500.00 | 37,500.00 |
| 11 | Adjustments and Connections | | | | |
| 11a | Water Main Relocation | 200 | LF | 150.00 | 30,000.00 |
| 11b | Connection to Existing Storm System | 5 | EA | 1,600.00 | 8,000.00 |
| 12 | Triple Chamber Baffle Box | | | | |
| 12a | Baffle Box With Well | 5 | EA | 120,000.00 | 600,000.00 |
| 12b | Baffle Box On Outfall (No Well) | 1 | EA | 60,000.00 | 60,000.00 |
| 13 | Pipe Zone | | | | |
| 13a | Geotextile Fabric | 8,500 | SY | 3.00 | 25,500.00 |
| 13b | Foundation Stabilization | 450 | CY | 70.00 | 31,500.00 |
| 14 | Abandon Existing Storm Pipe | 380 | LF | 15.00 | 5,700.00 |
| 15 | Brick Pavers | | | | |
| 15a | Pavers - Mallory Square | 4,000 | SF | 14.00 | 56,000.00 |

Bid For

| | | | | | |
|-----|--|-------|----|-----------|-----------|
| 15b | Pavers - Road Surface | 2,000 | SF | 14.00 | 28,000.00 |
| 15c | Pavers - Detectable Warning Surface | 125 | SF | 70.00 | 8,750.00 |
| 16 | Soft Digs | 5 | EA | 500.00 | 2,500.00 |
| 17 | Hydrostatic Testing of Storm Pipe and Structures | 1 | LS | 15,000.00 | 15,000.00 |
| 18 | Sign Removal and Reinstallation | 20 | EA | 150.00 | 3,000.00 |
| 19 | Tree Removal | 5 | EA | 2,000.00 | 10,000.00 |
| 20 | Diversion Structures | | | | |
| 20a | Angela Street | 1 | EA | 25,000.00 | 25,000.00 |
| 20b | Fleming Street | 1 | EA | 25,000.00 | 25,000.00 |
| 20c | Eaton Street | 1 | EA | 25,000.00 | 25,000.00 |
| 21 | Water Service Removal and Replacement | 5 | EA | 3,000.00 | 15,000.00 |
| 22 | Sanitary Sewer Service Removal and Replacement | 5 | EA | 1,500.00 | 7,500.00 |
| 23a | Tideflex Valve - 18" | 1 | EA | 7,500.00 | 7,500.00 |
| 23b | Tideflex Valve - 24" | 1 | EA | 9,500.00 | 9,500.00 |
| 23c | 6' x 6' Precast vault | 1 | EA | 12,000.00 | 12,000.00 |
| 24 | Submersible Storm Pump | 4 | EA | 8,000.00 | 32,000.00 |
| 25 | Florida Trench Safety Act Compliance | 2,265 | LF | 10.00 | 22,650.00 |
| 26 | Dewatering | 1 | LS | 72,500.00 | 72,500.00 |

Total of All Extended Bid Unit Prices \$ 2,639,012.50

| | |
|--------------------------------------|---------------|
| Contingency Allowance | \$ 200,000.00 |
| Building Permit Allowance | \$ 10,000.00 |
| Keys Energy Service Allowance | \$ 15,000.00 |

TOTAL BID (Base + Allowance) \$ 2,864,012.50

Add Alternate No. 1 – Accelerated Schedule:

The Contractor shall complete the project within 210 calendar days versus the 290 calendar days the based bid is based on. The Contractor shall accomplish by utilizing addition crews, equipment, manpower, etc. For every day beyond the 210 day period that is not met, the add alternate figure shall be reduced at a level equal to the add alternate sum divided by 40 up to 250 days. If the contractor cannot meet the 250 day period, than no add alternate funds would be awarded. The following represents the cost above and beyond the base bid value to accomplish the project at the accelerated schedule:

Add Alternate No. 1 \$ 100,000.00

Kelly A. Wilkie certify to the Owner and Hereby Acknowledge that I have reviewed the Bid Documents, Drawings, including the Specifications, Measurement and Payment in its entirety and agree with the above quantities required to perform the work. I have requested information from the owner on any item that required clarification. I, therefore, accept that I can perform the scope of work in this contract in compliance with the terms of the Contract. I further certify that the unit costs in my bid are reflective of the true cost to perform the work noted in the bid and Measurement and Payment section 01025.

Contractor signature: Kelly A. Wilkie

Sworn and subscribed before me this 7th day of July, 2014.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Judith R Lucas



SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work _____

Name attached

Street _____ City _____ State _____ Zip _____

Portion of Work _____

CKW Front Street Subcontractor List

1.) **Florida Keys Land Surveying**: 19960 Overseas Highway Sugarloaf Key,
Florida 33042

Portion of Work: Surveying

2.) **Bella Construction of Key West, Inc** : 111 US HWY 1, Box # 110 Key West,
Florida 33040

Portion of Work: Concrete, Curbs & Sidewalks

3.) **Nearshore Electric, Inc** : 5680 1st Avenue Suite 5 Key West, Florida 33040

Portion of Work: Electrical

4.) **General Asphalt CO. Inc** : 4850 NW 72nd Ave Miami, Florida 33166

Portion of Work: Paving

Name _____

_____, _____, _____, _____
Street City State Zip

Portion of Work _____

Name _____

_____, _____, _____, _____
Street City State Zip

Portion of Work _____

Name _____

_____, _____, _____, _____
Street City State Zip

SURETY

Hartford Accident & Indemnity Co. Whose address is:
P.O. Box 2103, Hartford, CT 06115, _____
Street City State Zip

BIDDER

The name of the Bidder submitting this BID is

Kelly A. Wilkie doing business at
3390 Travis Pointe Rd. Suite A Ann Arbor, MI 48108
Street City State Zip

which is the address to which all communications concerned with this BID and with the Contract shall be sent?

The names of the principal officers of the corporation submitting this BID, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Douglas Higgins - President, Kelly Wilkie - Treasurer

Daniel Higgins, Brandy Bartolone, Kelly Wilkie - Vice-President
Sandra Garrison, Tamara Ludwig, Kelly Wilkie, Daniel Wilkie -
If Sole Proprietor or Partnership Vice-President

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 9th day of July 2014.

(SEAL)

Douglas N. Higgins Inc
Name of Corporation

By Kelly A. Wilkie

Title Vice President

Attest Sandra Garrison
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years.

(List similar projects, with types, names of clients, construction costs, and references with phone numbers. Use additional sheets if necessary.)

attached

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 9th day of July, 2014.

Douglas N. Higgins, Inc.
PRINCIPAL

By Kelly A. Wilkie
Kelly A. Wilkie, Vice-President

Hartford Accident and Indemnity Company
SURETY

By Heather M. Johnson
Attorney-In-Fact Heather M. Johnson

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 35-350851

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Heather M. Johnson, Joel E. Speckman, Terri Mahakian, David Harlock
of
Ann Arbor, MI

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 9, 2014.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: City of Naples - WWTP Filter Rehab. Job No. 862-13</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Public Utilities 380 Riverside Cir. Naples, FL 34102 Justin Frederiksen, P.E. 239-213-4762</p> <p>Engineer - Address - Phone: Aqua-Aerobic Systems, Inc.</p> <p>Contract Date: February 6, 2013 Final Contract Amount: \$454,916.00 Completion Date: August 22, 2013</p> <p>Project Description: This project was comprised of the complete rehabilitation of two (2) 90' x 18' automatic backwash filters, including removal and replacement of all existing media, porous plates, caulking and retaining angles. Also included was removal and replacement of the filter bridge rails and UHMW backwash shoe on each system. Some incidental concrete patching was performed, as well as full startup and performance testing.</p> | <p>Project Name: NCWRF Filter Set 1 Rehabilitation Job No. 857-12</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Frank Feeney, P.E. (239) 254-2000</p> <p>Contract Date: June 26, 2012 Final Contract Amount: \$1,455,517.97 Completion Date: June 26, 2013</p> <p>Project Description: Complete Removal of four sand bed automatic backwash filter systems. Structural improvements to load bearing concrete walls, resurfacing of interior filter walls, and installation of four new automatic backwash filter systems including underdrains, media, and mechanical equipment.</p> |
| <p>Project Name: Southwest Florida International Airport Midfield Terminal Apron Expansion & Taxiway Job No. 995-12</p> <p>Owner - Address - Project Manager - Phone: Lee County Port Authority c/o Manhattan Construction (Florida), Inc. 3705-1 Westview Dr. Naples, FL 34104 Hector Yanez, Project Mgr. 239-643-6000</p> <p>Engineer - Address - Phone: AECOM Transportation 4415 Metro Pkwy., Ste. 404 Fort Myers, FL 33916 239-278-7996</p> <p>Contract Date: June 25, 2012 Final Contract Amount: \$2,732,733.48 Completion Date: February 11, 2014</p> <p>Project Description: Construction of storm water infrastructure improvements within the SW Fla. Intermation Airport newly expanded taxiway and terminal areas. Work consisted of installing cast-in-place and precast storm structures, approximately 5700 LF of RCP ranging in size from 30" to 72"x 113" (2200 LF of which is large diameter), and implements dewatering systems to enable construction of work in dry soil conditions.</p> | <p>Project Name:</p> <p>Owner - Address - Project Manager - Phone:</p> <p>Engineer - Address - Phone:</p> <p>Contract Date:</p> <p>Final Contract Amount:</p> <p>Completion Date:</p> <p>Project Description:</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Immokalee Stormwater Downtown Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners Immokalee Area CRA 1320 N. 15th St. Immokalee, FL 34142 Bradley Muckel (239) 867-4121 #202</p> <p>Engineer - Address - Phone: CDM Smith, Inc. 2180 West First St., #400 Fort Myers, FL 33901 Marc Stonehouse, P.E. (239) 938-9616</p> <p>Contract Date: January 24, 2012 Final Contract Amount: \$2,709,797.14 Completion Date: December 20, 2012</p> <p>Project Description: Constructed 7.6 acre retention pond and approximately 16,500 LF of RCP storm sewer ranging in size between 18 and 42 inches. The work was completed in a semi-urban part of Immokalee, FL and also included 262 LF of 4 x 6 box culvert parallel to and under an existing road.</p> | <p>Project Name: Gateway Triangle Residential Area Tertiary Stormwater System Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners Bayshore Gateway Triangle CRA 4069 Bayshore Drive Naples, FL 34112 Ashley Caserta (239) 643-1115</p> <p>Engineer - Address - Phone: Q. Grady Minor and Assoc. P.A. 3800 Via Del Rey Bonita Springs, FL 34134 David Schmidt (239) 947-1144</p> <p>Contract Date: March 30, 2012 Final Contract Amount: \$1,731,977.00 Completion Date: February, 2013</p> <p>Project Description: This project was designed to reduce known flooding in the Gateway Triangle. Removal of existing culverts, mitered ends and driveways, installation of over 10,000 LF of culvert pipe, over 400 mitered ends, 300 driveways, regrading/realignment of grass swales and pavement overlay of disturbed areas.</p> |
| <p>Project Name: Irrigation Quality Water Sites - Priority Group 2 Sites</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Aaron Cromer, PMP (239) 252-5338</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Frank Feeney, P.E. (239) 254-2000</p> <p>Contract Date: January 24, 2012 Final Contract Amount: \$515,474.13 Completion Date: February 13, 2013</p> <p>Project Description: Allow improved control and monitoring of IQ Water usage at Tarpon Cove, Calusa Bay, Veteran's Park and Vineyards Elementary School Properties. Installation of 4 meter assemblies comprised of an MOV, electromagnetic flowmeter, flow control valve and all associated power and controls hardware and software.</p> | <p>Project Name: NCWRF Multiple Projects - Bleach Piping, Knife Gate Valves, Channel Mixers, Clarifiers, Potable Water Interconnect</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Craig Pajer, Project Manager (239) 252-2554</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Jerry Taricska (239) 254-2000</p> <p>Contract Date: July 21, 2011 Final Contract Amount: \$457,031.30 Completion Date: June 21, 2013</p> <p>Project Description: Bleach Piping - Remove, replace and paint 1 1/2", 2" & 3" PVC bleach piping and valves at the North Bleach Facility Knife Gate Valves - Remove 3 existing 30" knife gate valves at the mixed liquor splitter box and replace with 3 - 30" plug valves Channel Mixers - Remove 4 existing 1hp mixers and replace with 4 1hp vertical solid shaft right angle mixers located in the MLE Aeration Basin Influent channel. Potable Water Interconnect - Install 6" & 4" ductile piping, valves and backflow preventer to connect the BFP Booster Pump at the Sludge Handling Building to the potable water system. Clarifiers 6 & 7 - Remove and replace drive systems, rebuild center columns, replace seals, repair, replace and coat corroded metal, piping and valves.</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Pump Station 312.29 & 312.41 Refurbishment</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Zamira Del Toro, Project Mgr. 239-262-6279</p> <p>Engineer - Address - Phone: Tetra Tech, Inc. 10600 Chevrolet Way, Ste. 300 Estero, FL 33928 Danny Nelson, P.E. 239-390-1467</p> <p>Contract Date: August 23, 2011 Final Contract Amount: \$267,222.12 Completion Date: April 25, 2012</p> <p>Project Description: PS 312.29 - Refurbishment of existing PS 312.29 to install new HDPE discharge piping, new check and plug valves, new pumps and pH probe. Also amended existing electrical control panels to allow for new components. New curbs, stone, & landscaping installed. PS 312.41 - Refurbishment of existing PS 312.41 to install new HDPE discharge piping, check and plug valves, pumps, electrical control panels, generator with ATS, new telemetry along with new lining in pump station. Privacy slats were also installed in existing fence along with new stone landscaping.</p> | <p>Project Name: Hendry County - Construction of CR 78 Phase 1A & 1B Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: Hendry County Board of County Comm. P.O. Box 1607 99 East Cowboy Way LaBelle, FL 33975 Shane Parker, PE (863) 675-5222</p> <p>Engineer - Address - Phone: Johnson Engineering 251 W. Hickpochee Ave. LaBelle, FL 33935 James V. Lofton, Jr. (863) 612-0594</p> <p>Contract Date: December 1, 2011 Final Contract Amount: \$765,516.97 Completion Date: July 10, 2012</p> <p>Project Description: Remove & install roadway concrete box culverts and headwalls. Installed concrete sediment basin & ditch block, steel sheet pile, grade work for slopes and relocation of swales and ditches, remove and replace guardrails and asphalt. Install pedestrian picket railing, rip-rap, drainage pipe, sod, signage and striping.</p> |
| <p>Project Name: Traditions, Golf Residences and Villas at Grey Oaks</p> <p>Owner - Address - Project Manager - Phone: CCC Traditions, LLC 135 San Lorenzo Ave. Coral Gables, FL 33146</p> <p>Engineer - Address - Phone: Peninsula Engineering 2600 Golden Gate Pkwy. Naples, FL 34105 CJ Brown 239-262-2600</p> <p>Contract Date: January 1, 2012 Final Contract Amount: \$363,596.00 Completion Date: July 13, 2012</p> <p>Project Description: Modification of existing sanitary sewer system from single family home layout to multi-family home layout, new city water system, modification of existing drainage system.</p> | <p>Project Name: Michigan Street Sidewalk Project</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, FL 34135 (239) 949-6262 David Liccardi</p> <p>Engineer - Address - Phone: Lake Hickory Ventures, Inc. 22210 Fairmont Ct. Estero, FL 33928 (239) 898-4008</p> <p>Contract Date: August 15, 2012 Final Contract Amount: \$175,734.00 Completion Date: September 28, 2012</p> <p>Project Description: Furnish and Installed Portland Cement Concrete sidewalk along the west side of Michigan Street from Bonita Beach Road to Pennsylvania Ave. Project consisted of 2220 LF of sidewalk, 15", 24", and 30" reinforced concrete pipe, mitered end sections, yard drains, vertical headwal, FDOT approved railing, fill material, sod, signage, striping, and various incidental items.</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Wyndemere Country Club Remove/Install 43 Fire Hydrants & Valves</p> <p>Owner - Address - Project Manager - Phone: Collier County Water Distribution 4370 Mercantile Ave. Naples, FL 34104 Pam Libby 239-252-6239</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: September 5, 2011 Final Contract Amount: \$98,350.00 Completion Date: November 21, 2011</p> <p>Project Description: Remove/Install 43 Fire Hydrants & Valves Remove/Install 3 Inline Valves Install 1 new Inline Valves</p> | <p>Project Name: NCWRF Compliance Assurance</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Peter Schalt, PMP</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Clifford Pepper, P.E. (239) 254-2000</p> <p>Contract Date: November 6, 2009 Final Contract Amount: \$8,683,000.00 Completion Date: November 23, 2011</p> <p>Project Description: Upgrade to existing odor control system. Installation of 4 new odor control units. Construction of two HDPE lined water storage ponds. Repairs and reshaping of existing ponds. Upgrade to existing MLE Aeration basins including fine bubble diffuser systems, centrifugal blower and odor control covers. Stormwater upgrades throughout site including ponds and swales. Upgrades and modifications to existing chemical supply systems</p> |
| <p>Project Name: Vanderbilt Beach MSTU, Gulf Shore Drive Utility Relocate</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Mark Sunyak, P.E. (Project Manager)</p> <p>Engineer - Address - Phone: Malcolm Pirnie 4315 Metro Pkwy, Ste. 520 Ft. Myers, FL 33916</p> <p>Contract Date: November 28, 2011 Final Contract Amount: \$72,778.50 Completion Date: January 27, 2012</p> <p>Project Description:</p> | <p>Project Name: Bella Terra - Replace Existing Irrigation Main</p> <p>Owner - Address - Project Manager - Phone: Habitat Lakes LLC 782 NW 42nd Ave., Ste 630 Miami, FL 33126 305-445-9855</p> <p>Engineer - Address - Phone: Banks Engineering 10511 Ben C. Pratt Pkwy. Ft. Myers, FL 33966 239-939-5490</p> <p>Contract Date: December 5, 2011 Final Contract Amount: \$108,712.18 Completion Date: January 18, 2012</p> <p>Project Description:</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Lakes Park Water Quality Improvements</p> <p>Owner - Address - Project Manager - Phone: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Anura Karuna-Muni 239-533-8131</p> <p>Engineer - Address - Phone: AIM Engineering & Surveying, Inc. 5300 Lee Blvd. Lehigh Acres, FL 33971 Lee Flynn, P.E. 239-332-4569</p> <p>Contract Date: April 26, 2011 Final Contract Amount: \$487,985.00 Completion Date: October 30, 2011</p> <p>Project Description: Constructing two additional control structures (CS 4 and 5) to enhance current flow patterns and reduce stagnant zones at the north and south ends of the west lake. The two existing control structures (CS 1 and 5) were modified by installing slide gates to reduce flow through these structures. The project also involved clearing and grading of four existing spoil islands to create littoral shelves by the removal of exotics and spoil material and the planting of native wetland vegetation.</p> | <p>Project Name: East Naples/Solana Road Pump Station Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Public Utilities Division 380 Riverside Circle Naples, FL 34102 Dave Graff 239-213-4716</p> <p>Engineer - Address - Phone: Tetra Tech 201 East Pine Street, Ste. 1000 Naples, FL 34102 Jennifer Woodall, P.E. 407-839-3955</p> <p>Contract Date: March, 2010 Final Contract Amount: \$2,500,000.00 Completion Date: February, 2011</p> <p>Project Description: Replacement of high services pumps, installation of electrical rooms and roof modifications, VFD Installation, 600kw generator installation as well as other mechanical, structural, electrical and instrumentation improvements at two booster stations.</p> |
| <p>Project Name: NCWRF Repair 5 Sludge Presses</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners 3301 East Tamiami Trail Naples, FL 34112 Claude Nesbitt, Sr. Project Mgr. 239-252-8380</p> <p>Engineer - Address - Phone: Komline-Sanderson Engineering Corp. 12 Holland Ave. Peapack, NJ 07977-0257 Steven Lukacs 908-234-1000</p> <p>Contract Date: July 15, 2010 Final Contract Amount: \$143,000.00 Completion Date: November 14, 2011</p> <p>Project Description: Install sludge presses at 1, 2, 3, 5 and 6</p> | <p>Project Name: SCRWTP Chlorination Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Alicia Abbott, Project Manager 239-252-5344</p> <p>Engineer - Address - Phone: Tetra Tech 201 East Pine Street, Ste. 1000 Naples, FL 34102 Jennifer Woodall, P.E. 407-839-3955</p> <p>Contract Date: June 17, 2011 Final Contract Amount: \$98,831.00 Completion Date: November 3, 2011</p> <p>Project Description:</p> |
| <p>Project Name: NCWRF Deep Injection Well Mag Meter Replacement</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Craig J. Pajer, Project Manager 239-252-2554</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: January 10, 2011 Final Contract Amount: \$24,526.72 Completion Date: September 13, 2011</p> <p>Project Description: Remove and Install NCWRF DIW Magnetic Flow Meters, electrical disconnection and reconnection, provided and installed 24 inch Mega-flange</p> | <p>Project Name: (4) 8" Gravity Line Segment Replacement along Vanderbilt Drive</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 Tamiami Trail E. Naples, FL 34112 James Sainvilus, Project Manager 239-252-4285</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: August 16, 2011 Final Contract Amount: \$168,000.00 Completion Date: September 23, 2011</p> <p>Project Description: Four 8" point repairs on Vanderbilt Drive</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Immokalee & Everglades Intersection Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of Commissioners 3301 Tamiami Trail East Naples, FL 33412</p> <p>Engineer - Address - Phone: Collier County TECM 2885 Horseshoe Dr. Naples, FL 34109</p> <p>Contract Date: August 2, 2010 Final Contract Amount: \$50,108.00 Completion Date: November 8, 2010 Project Description: Subcontract Agreement with Better Roads, Inc.</p> | <p>Project Name: Popash Creek Preserve Improvements</p> <p>Owner - Address - Project Manager - Phone: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Anura Karuna-Muni 239-533-8131</p> <p>Engineer - Address - Phone: T.Y. Lin International 2400 First St., Ste. 200 Fort Myers, FL 33901 Richard White Jr., P.E. (239) 332-4846</p> <p>Contract Date: December 14, 2010 Final Contract Amount: \$1,035,426.46 Completion Date: June 30, 2011 Project Description: Work at Popash Creek consisted of construction external berms on three sides of the 307 acre preserve, constructing some internal berms in the South area, lowering the existing east-west berm (south of the interceptor ditch), installing 36" and 48" RCP's, channel excavation as part of Lake 1, sand cement rip rap installation, rip rap installation, sheet piling, weir gate installation as well as other misc. storm improvements.</p> |
| <p>Project Name: North County Water Reclamation Facility Flow Meter Replacement, Phase 2</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners 3301 East Tamiami Trail Naples, FL 34112 Claude Nesbitt, Sr. Project Mgr. 239-252-8380</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, FL 34110 239-254-2000</p> <p>Contract Date: May 21, 2010 Final Contract Amount: \$192,994.05 Completion Date: December 6, 2010 Project Description: Furnish and install EQ Tank Furnish and install OX Ditch</p> | <p>Project Name: Lee/Hendry County Construction of Injection Well Surface Facilities</p> <p>Owner - Address - Project Manager - Phone: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Keith Howard, Solid Waste 239-533-8917</p> <p>Engineer - Address - Phone: MWH Americas, Inc. 14311 Metropolis Ave., Ste. 101 Fort Myers, FL 33912 Gordon Kennedy 239-236-0011</p> <p>Contract Date: January 25, 2011 Final Contract Amount: \$1,455,900.09 Completion Date: November 15, 2011 Project Description: Construction of a 2 acre injectate Storage Pond, installation of double containment HDPE piping for transfer of leachate, installation of an injection well and monitoring well, installation of an annular pressure tank fed with nitrogen, installation of monitoring well pumps, transducers and appurtenances along with injectate transfer, self-priming, non-clog, horizontal pumps. Project also involved installation of all associated electrical and complicated instrumentation system to cater for the safe transfer of leachate from various storage ponds into the injection well.</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Mackle Park Phase 3 (A) Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145</p> <p>Engineer - Address - Phone: American Engineering Consultants of Marco Island, Inc. 573 Bald Eagle Drive Marco Island, FL 34145 (239) 394-1697</p> <p>Contract Date: January 19, 2010 Final Contract Amount: \$240,100.00 Completion Date: April 30, 2010</p> <p>Project Description: Park renovations to include: New asphalt walkway around lake, new bollard lighting, new lake fountain, new polygon shelter</p> | <p>Project Name: Isle of Capri - Phase I Water Main Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 Tamiami Trail East Naples, FL 34112 Diana Dueri 239-252-4218</p> <p>Engineer - Address - Phone: David Schmitt, P.E. Q. Grady Minor 3800 Via Del Rey Bonita Springs, FL 34134 239-947-1144</p> <p>Contract Date: April 29, 2010 Final Contract Amount: \$906,080.33 Completion Date: January 2, 2011</p> <p>Project Description: Installation of new water distribution pipeline that connects to the existing 12-inch water transmission main that goes into the Isles of Capri from Collier Blvd. Includes installation of approx. 4500 LF of 12" PVC and 4500 LF of 6" PVC. Work also involves installation of new service lines and cross connection devices at each service location, along with several new fire hydrants and road restoration.</p> |
| <p>Project Name: Winterberry Drive & South Heathwood Drive Water Main Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Timothy E. Pinter, P.E., Public Works Director 239-389-5000</p> <p>Engineer - Address - Phone: AECOM Technical Services, Inc. 4415 Metro Parkway, Suite 404 Fort Myers, FL 33916 Alfred J. Mittl, P.E. 239-278-7996</p> <p>Contract Date: March 4, 2010 Final Contract Amount: \$130,881.37 Completion Date: October 29, 2010</p> <p>Project Description: 18" Interconnect to existing 36" ductile iron watermain</p> | <p>Project Name: MPS 104 Reclaimed Water Main Supp</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Shanthi Sridhar 239-252-5345</p> <p>Engineer - Address - Phone: Greeley and Hansen 1567 Hayley Lane, Suite 201 Fort Myers, FL 33907 Kevin Higginson, P.E. 239-226-9660</p> <p>Contract Date: April 27, 2010 Final Contract Amount: \$245,908.88 Completion Date: January 21, 2011</p> <p>Project Description: Construction of Approx. 240 LF of 16 inch and 18 inch reclaimed water main and improvements to a wastewater pumping station, including one horizontal directional drill roadway crossing and all pipe, fittings, appurtenances, valves, connection to existing reclaimed water main, air release valves, surface restoration, testing, and placing new reclaimed water main and pumping station improvements in service.</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: SCWTP Rehab Reactor #1</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Planning & Project Management 3301 East Tamiami Trail Naples, FL 34112 (239) 252-4218</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: July 28, 2009 Final Contract Amount: \$97,400.00 Completion Date: December 3, 2009</p> | <p>Project Name: Master Pump Station 302 Rehabilitation</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Planning & Project Management 3301 East Tamiami Trail Naples, FL 34112 (239) 252-4218</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates, P.A. David Schmitt 3800 Via Del Ray Bonita Springs, FL 34134</p> <p>Contract Date: November 10, 2008 Final Contract Amount: \$2,011,347.57 Completion Date: April 30, 2010</p> <p>Project Description: Rehabilitation of Pump Station 302 Complete Tear out of existing pumps and piping. Installed 8 new 100 HP pumps and associated 30" piping. Bypassed sanitary pump station with a 30,000 GPM bypass system in extreme tight conditions.</p> |
| <p>Project Name: Magnolia Pond Drive Stormwater Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Dept. 2885 S. Horseshoe Drive Naples, FL 34104 Val Prince (239) 252-5879</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, FL 34134 David Schmitt, P.E. (239) 947-1144</p> <p>Contract Date: June 29, 2009 Final Contract Amount: \$86,775.00 Completion Date: October 2, 2009</p> | <p>Project Name: Year 4 Sewer Districts Wastewater Lift Stations - Phase One and Two</p> <p>Owner - Address - Project Manager - Phone: Marco Island Utilities 50 Bald Eagle Drive Marco Island, FL 34145 James Miller, Public Works (239) 394-3880</p> <p>Engineer - Address - Phone: Boyle Engineering Corp. 4415 Metro Pkwy., Ste. 404 Ft. Myers, FL 33916 (239) 278-7996</p> <p>Contract Date: May 20, 2008 Final Contract Amount: \$1,777,185.54 Completion Date: April 23, 2010</p> <p>Project Description: Installation of 18 precast concrete wet wells from 15 to 20 feet deep in existing residential neighborhoods. Installed valve vaults, master manholes, hatch covers & 12 inch sanitary sewer from master manholes to wet well for 19 lift stations.</p> |
| <p>Project Name: Master Pump Station 101 Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail, Bldg. H Naples, FL 34112 (239) 252-4285</p> <p>Engineer - Address - Phone: Agnoll, Barber & Brundage, Inc. 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 (239) 597-3111</p> <p>Contract Date: November 30, 2009 Final Contract Amount: \$147,534.62 Completion Date: August 6, 2010</p> <p>Project Description: Install forcemain and generator at MPS 101</p> | <p>Project Name: Port of the Islands Mechanical & Electrical Work at Water Well No. 3</p> <p>Owner - Address - Project Manager - Phone: Port of the Island Community Improvement District</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 (239) 254-2000</p> <p>Contract Date: December 21, 2009 Final Contract Amount: \$169,398.99 Completion Date: June 2, 2010</p> <p>Project Description: Mechanical & Electrical work associated with new water well No. 3, including new well pump, control valve, flow meter and telemetry connection to well No. 3 system.</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: City County Flow Swap</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 East Tamiami Trail, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Agnoli, Barber and Brundage 7400 Trail Blvd. Naples, Florida 34102 Dominic Amico</p> <p>Contract Date: July 27, 2009 Final Contract Amount: \$132,794.26 Completion Date: September 9, 2009 Project Description: Installation of force main, MOV's and valve vaults to two locations which would allow bypass from Collier County to the City of Naples.</p> | <p>Project Name: Collier County Justice Center Muffin Monster</p> <p>Owner - Address - Project Manager - Phone: Collier County Facilities Management Department 3335 Tamiami Trail E., Ste. 101 Naples, Florida 34112 (239) 252-8380</p> <p>Engineer - Address - Phone: Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: March 11, 2009 Final Contract Amount: \$141,568.41 Completion Date: August 7, 2009 Project Description: Construction of grinder pump station (vault), installation of muffin monster (grinder/auger assembly), new sanitary sewer and manholes. Replacement of the existing sanitary sewer with a new 12-inch main and a high water alarm system.</p> |
| <p>Project Name: Pump Station S-6 Gearbox Replacement</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Gerard Flynn</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Michael Millares</p> <p>Contract Date: December 3, 2009 Final Contract Amount: \$2,191,945.00 Completion Date: May 2010</p> | <p>Project Name: Cove Stormwater Pump Station Imp.</p> <p>Owner - Address - Project Manager - Phone: City of Naples Department of Streets and Stormwater 295 Riverside Circle Naples, Florida 34102 (239) 213-5000</p> <p>Engineer - Address - Phone: AECOM 4415 Metro Parkway Suite 404 Fort Myers, Florida 33916 (239) 278-7996</p> <p>Contract Date: 2/4/09 Award, 3/16/09 NTP Final Contract Amount: \$2,798,870.00 Completion Date: 2/8/10 (Contract)</p> |
| <p>Project Name: Master Pump Station 305 Rehabilitation</p> <p>Owner - Address - Project Manager Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address: Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: August 11, 2008 Final Contract Amount: \$444,000.00 Completion Date: January 16, 2009 Project Description: Fully rehab 2300 GPM Master Pump Station</p> | <p>Project Name: Water Reuse Piping Modifications / Reuse System Upgrade</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Utilities 50 Bald Eagle Drive Marco Island, Florida 34145 Bruce Weinstein 239-389-5000</p> <p>Engineer: Metcalf and Eddy</p> <p>Contract Date: February 10, 2008 Final Contract Amount: \$649,171.67 Completion Date: November 2008 Project Description: Rehab 500,000 Gallon Tank and convert potable water facility to reuse storage facility</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: CAT Operations & Administration Center Pump Station and Force Main Connection</p> <p>Owner - Address - Project Manager: Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p>Engineer: Q. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p>Contract Date: February 14, 2008 Final Contract Amount: \$133,673.04 Completion Date: May 1, 2008 Project Description: Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.</p> | <p>Project Name: San Marco Master Lift Station</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p>Engineer - Address - Phone:</p> <p>Contract Date: January 2, 2008 Final Contract Amount: \$833,615.61 Completion Date:</p> <p>Project Description: Construct new 800 GPM Master Lift Station</p> |
| <p>Project Name: Irrigation Quality Water Project</p> <p>Owner - Address - Project Manager: Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Damon Gonzales</p> <p>Engineer - Address - Phone: Anchor Engineering</p> <p>Contract Date: March 14, 2007 Final Contract Amount: \$1,213,474.52 Completion Date: January 15, 2008</p> | <p>Project Name: Golden Gate WWTP and Injection Pump Station</p> <p>Owner - Address - Project Manager - Phone: Florida Governmental Utility Authority 11965 Collier Blvd., Ste. 7 Golden Gate, FL 34116 (239) 455-1583</p> <p>Engineer - Address - Phone: Arcadis 2092 Old Arbor Ct. Sarasota, FL 34232 813-335-1799</p> <p>Contract Date: August 17, 2008 Final Contract Amount: \$2,621,907.78 Completion Date: July 13, 2009 Project Description: Expansion of Golden Gate WWTP which included the construction of a new digester, chlorine contact tank and injection well pump station, modification of clarifiers #1 and #2, installation of surge and annular pressure tanks and appurtenances.</p> |
| <p>Project Name: Treeline Master Pump Station</p> <p>Owner - Address - Project Manager - Phone: City of Fort Myers 2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, E.I. (239) 332-6318</p> <p>Engineer - Address - Phone: Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Trouteaud (239) 334-0046</p> <p>Contract Date: July 1, 2008 Final Contract Amount: \$1,043,805.00 Completion Date: February, 2009 Project Description: Installation of a master pump station located along Treeline Avenue. The project entailed a jack and bore under Treeline Avenue to connect to the existing force main and construction of a 20 foot deep master pump station. A 400 KW generator and odor control unit were also installed.</p> | <p>Project Name: PS S-127 and S-133 Pump Refurbishment and Bearing Replace.</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Teri Swartz</p> <p>Contract Date: April 10, 2008 Final Contract Amount: \$3,947,723.00 Completion Date: July 2010</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Gateway Triangle Stormwater Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Department 2885 Horseshoe Drive Naples, Florida 34104 Shane Cox 239-252-8192</p> <p>Engineer - Address: HDR, Inc. 200 West Forsyth Street Jacksonville, Florida 32202 Laura Phillips</p> <p>Contract Date: November 5, 2007 Final Contract Amount: \$1,021,336.78 Completion Date: July 28, 2008</p> <p>Project Description: Stormwater improvements to existing area - excavation of approximately 34,000 Cy of dirt and grading to form three continuous ponds. Installation of box culverts, sheet piling, concrete ditch pavement and storm drainage structures.</p> | <p>Project Name: Marco Island North Barfield & North Marco Sanitary Sewer District</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p>Engineer - Address - Phone: Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p>Contract Date: March 1, 2007</p> <p>Final Contract Amount: North Marco \$4,644,806.99 North Barfield \$7,270,729.37</p> <p>Completion Date: North Marco May 11, 2008 North Barfield March 24, 2008</p> <p>Project Description: New gravity sewer for over 4 miles (23,540 LF) of an existing residential neighborhood. Sewer was up to 14 feet deep and needed formal dewatering. Also included laterals, cleanouts, transmission main, forcemain, lift stations, and roadway Const. - Concurrently we built the N. Marco Sewer Dist. With an additional 15,665 LF of gravity sewer.</p> |
| <p>Project Name: NCWRF MLE Bleach Project Phase 2, Mechanical</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail, East, Building H Naples, Florida 34112 Dianna Dueri</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 Jerry Taricska 239-254-2000</p> <p>Contract Date: September 17, 2007 Final Contract Amount: \$336,412.49 Completion Date: June 17, 2008</p> <p>Project Description: Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.</p> | <p>Project Name: Rehabilitation of Master Pump Station 316</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: November 16, 2007 Final Contract Amount: \$765,823.34 Completion Date: June 3, 2008</p> <p>Project Description: Full rehab 800 GPM Master Pump Station</p> |
| <p>Project Name: Rehabilitation of Master Pump Station 318</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: October 9, 2007 Final Contract Amount: \$789,070.59 Completion Date: June 10, 2008</p> <p>Project Description: Fully rehab 3000 GPM Master Pump Station</p> | <p>Project Name: NCRWTP Chemical Laboratory Ventilation Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Tom Chmelik 239-732-2575</p> <p>Engineer - Address - Phone: TLC Engineering 1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907 Nicholas L. Mancuso 239-275-4240</p> <p>Contract Date: March 13, 2007 Final Contract Amount: \$749,367.67 Completion Date: November 30, 2008</p> <p>Project Description: Replace complete HVAC system including air handler, ductwork, exhaust fans, condenser and rehab fume hoods</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Connection to Water Main - Marco Shores</p> <p>Owner - Address - Project Manager: City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 James Miller</p> <p>Engineer - Address - Phone:</p> <p>Contract Date: April 26, 2007 Final Contract Amount: \$188,000.00 Completion Date: August 31, 2007</p> | <p>Project Name: Collier County NCRWTP AND SCRWTP Sand Separators</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 East Tamiami Trail Naples, Florida 34112 Diana Dueri</p> <p>Engineer - Address - Phone: Hazen and Sawyer</p> <p>Contract Date: December 20, 2007 Final Contract Amount: \$1,453,249.71 Completion Date: July 17, 2009</p> <p>Project Description: Procurement and installation of two automatic self-cleaning sand separators (custom built in Germany) including stainless steel piping, valves, instruments and control panels. Installation of system, which included two, three-chamber pump stations, submersible pumps, venturi flowmeters, etc.</p> |
| <p>Project Name: SCRWTP Raw Water Transmission Main & Appurtenances for Raw Water Wells 39S, 40S, 41S & 42S</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail, Building H Naples, Florida 34112 Peter Schalt</p> <p>Engineer - Address - Phone: Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz 561-997-8070</p> <p>Contract Date: September 26, 2006 Final Contract Amount: \$1,884,000.00 Completion Date: April 11, 2007 Length of Contract: 210 days</p> <p>Project Description: Installed 3500 LF of 16-inch HDPE raw water transmission main and 3500 LF of Fiber Optic and Electrical ductbanks, and Instrumentation and Control Facilities at the four new water well facilities. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of pigging stations and electrical enclosures.</p> | <p>Project Name: Decommissioning of Pelican Bay Wastewater Treatment Plant</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Hazen and Sawyer 2101 Corporate Boulevard, Suite 303 Boca Raton, Florida 33431 Kurt Pfeffer 561-997-8070</p> <p>Contract Date: February 8, 2006 Final Contract Amount: \$72,500.00 Completion Date: July 30, 2006</p> |
| <p>Project Name: Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Claude Nesbitt</p> <p>Engineer - Address - Phone: Wilson Miller, Inc. 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pager 800-649-4336</p> <p>Contract Date: March 30, 2006 Final Contract Amount: \$162,723.43 Completion Date: February 28, 2007</p> | <p>Project Name: Reclaimed Water Aquifer Storage and Recovery</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Alicia Abbott</p> <p>Engineer - Address: Water Resource Solution 1388 Colonial Boulevard Fort Myers, Florida 33907 Lloyd Horvath</p> <p>Contract Date: April 5, 2006 Final Contract Amount: \$4,658,515.28 Completion Date: June 6, 2007</p> <p>Project Description: Installed a deep injection well for the storage of reclaimed water coming from Collier County water treatment plants. The Owner will have full capability to recover this reclaimed water for market and/or use for their own irrigation needs.</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Tigertail Sewer District Wastewater Collection System Expansion</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p>Engineer - Address - Phone: Boyle Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p>Contract Date: March 7, 2006 Final Contract Amount: \$2,920,703.33 Completion Date: December 21, 2006</p> <p>Project Description: New gravity sewer for over 2 miles (11,600 LF) in and existing developed neighborhood. Sewer was up to 14 feet deep and needed formal dewatering. Included laterals, cleanouts, transmission main, forcemain and a 15 foot deep Lift Station. The lift station included a precast wet well, submersible sewage pumps, a control panel, electrical, and startup testing.</p> | <p>Project Name: Pads for MBR and Equipment</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p>Engineer - Address - Phone: CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p>Contract Date: March 13, 2006 Final Contract Amount: \$183,000.00 Completion Date: May 13, 2006</p> |
| <p>Project Name: Rosemary Park Paving & Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p>Contract Date: April 5, 2006 Final Contract Amount: \$831,805.33 Completion Date: November 1, 2006</p> | <p>Project Name: Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p>Engineer - Address: Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p>Contract Date: May 2, 2006 Final Contract Amount: \$193,287.00 Completion Date: July 19, 2006</p> |
| <p>Project Name: Dortch Ave. Drainage & Paving Impvs. Hampton Street Sidewalk Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p>Contract Date: March 15, 2006 Final Contract Amount: \$316,400.50 Completion Date: August 1, 2006</p> | <p>Project Name: Lehigh Acres Interconnect with The City of Fort Myers</p> <p>Owner - Address - Project Manager - Phone: Florida Governmental Utility Authority 1229 Homestead Rd. N. Lehigh Acres, FL 33936 (239) 368-1615</p> <p>Engineer - Address - Phone: Malcom Pirnie, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-5550</p> <p>Contract Date: June 15, 2006 Final Contract Amount: \$2,884,382.00 Completion Date: April 2007</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Pump Station 109 and 113 Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: February 8, 2006 Final Contract Amount: \$1,229,561.25 Completion Date: September 29, 2006</p> | <p>Project Name: Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p>Engineer - Address - Phone: CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p>Contract Date: May 23, 2006 Final Contract Amount: \$9,787,283.47 Completion Date: January 17, 2007</p> |
| <p>Project Name: Appurtenances For Wells RO 101N and 102N</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p>Engineer - Address - Phone: Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz</p> <p>Contract Date: May 24, 2005 Final Contract Amount: \$597,000.00 Completion Date: January 27, 2006 Length of Contract: 240 days Project Description: This project was to install two complete wellhead facilities. The work included structural concrete, mechanical, electrical, fiber optic line connections, and I & C. The raw water pipe size was greater than 12 inches.</p> | <p>Project Name: Construction of Wells 35 & 36</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Howard Brogdon</p> <p>Engineer - Address - Phone: Camp Dresser & McKee, Inc. 9311 College Parkway, Suite 1 Fort Myers, Florida 33919 Adam Sobolewski 239-432-9494</p> <p>Contract Date: August 16, 2005 Final Contract Amount: \$998,980.97 Completion Date: January 30, 2006 Length of Contract: 120 days Project Description: This project was to install two complete wellhead facilities and install over 1000 LF of 24" PVC Raw Water pipe. The work included structural concrete, mechanical, electrical, fiber optic line connections, ductbank, and I & C.</p> |
| <p>Project Name: 12th Avenue Interconnect Booster PS</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p>Engineer - Address - Phone: Hazen and Sawyer 1905 South 25th Street, Suite 103 Fort Pierce, Florida 34947 Albert Muniz</p> <p>Contract Date: August 8, 2005 Final Contract Amount: \$1,083,000.00 Completion Date: October 31, 2006</p> | <p>Project Name: NCWRF Rebuild filter Set 1 Clean and Paint Filter Beds</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Gulian</p> <p>Engineer - Address - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Gulian</p> <p>Contract Date: March 1, 2005 Final Contract Amount: \$354,817.00 Completion Date: September 14, 2005</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: SCWRF Rehabilitation Piping Odor Control Modifications</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Vaughn Williams</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 E. Joseph Goetz, Jr. 239-254-2000</p> <p>Contract Date: November 21, 2005 Final Contract Amount: \$217,900.00 Completion Date: July 12, 2006</p> | <p>Project Name: Michigan Street Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135 239-949-6262</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: September 1, 2005 Final Contract Amount: \$243,610.00 Completion Date:</p> |
| <p>Project Name: Richview Court Drainage Maintenance</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: City of Bonita Springs Public Works Department</p> <p>Contract Date: December 27, 2005 Final Contract Amount: \$29,333.50 Completion Date: January 30, 2006</p> | <p>Project Name: I-75 and Alico Road Interchange Reconstr.</p> <p>Owner - Address - Project Manager - Phone: Florida Department of Transportation Tallahassee, Florida</p> <p>Engineer - Address - Phone: Contractor: Kiewit Southern 450 Dividend Drive Peachtree City, Georgia Engineer: Thomas Boyle 239-432-2732 16999 James Whitehead Road Fort Myers, Florida 33912</p> <p>Contract Date: October 5, 2005 Final Contract Amount: \$1,288,742.63 Completion Date: June 2007</p> |
| <p>Project Name: Culvert Replacement in the River Oaks, Palm River Subdivision</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Margaret Bishop</p> <p>Engineer - Address - Phone: Collier County Stormwater Management</p> <p>Contract Date: April 4, 2005 Final Contract Amount: \$576,642.50 Completion Date: July 8, 2005</p> | <p>Project Name: Twin Lakes Interconnect</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Gianfranco Nicolaci</p> <p>Engineer - Address - Phone: Agnoli Barber & Brundage, Inc. 7400 Tamiami Trail North, Suite 200 Naples, Florida 34108 Roger Sandrus</p> <p>Contract Date: September 12, 2005 Final Contract Amount: \$750,120.76 Completion Date: March 1, 2006</p> |

ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~ ^{Michigan})
COUNTY OF ~~MONROE~~ ^{Washtenaw} : SS)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Kelly A. Wilkie

Sworn and subscribed before me this 9th day of July, 2014.

NOTARY PUBLIC, State of ~~Florida~~ ^{Michigan} at Large Sandra Garrison

My Commission Expires: 1-10-2020

**SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020**

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

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

1. This sworn statement is submitted with Bid or Proposal for EAST FRONT STREET FLOOD MITIGATION, CITY OF KEY WEST, FLORIDA

2. This sworn statement is submitted by Douglas N. Higgins, Inc.
(name of entity submitting sworn statement)

whose business address is 3390 Travis Pointe Rd, Suite A

Ann Arbor, Mi 48108 and (if applicable) its Federal

Employer Identification Number (FEIN) is 38-1807765

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

3. My name is Kelly A. Wilkie
(Please print name of individual signing)

and my relationship to the entity named above is Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. 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 guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo-contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting 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.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. 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).
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Kellya Wilkie
(signature)
7-9-2014
(date)

STATE OF Michigan
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kelly A. Wilkie who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 9th day of July, 2014.

My commission expires: 1-10-2020

Sandra K Garrison
NOTARY PUBLIC

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020

CITY OF KEY WEST INDEMNIFICATION FORM

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Douglas N. Higgins Inc. SEAL: _____
3390 Travis Pointe Rd, Ste A, Ann Arbor, Mi 48108
Address
Kelly A. Wilkie
Signature
Kelly A. Wilkie
Print Name
Vice President
Title
DATE: 7-19-2014

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in BID filled in, using black ink. [✓]
3. Total and unit prices added correctly. [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the BID. [✓]
6. Experience record included. [✓]
7. BID signed by authorized officer. [✓]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [✓]
11. BID submitted intact with the Bidding Requirements, as stated in the invitation to bid. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]
13. Bidder has reviewed, understood and signed pre-bid resolution and enclosed a signed copy with the bid. [✓]
14. Bidder must provide satisfactory documentation of State Licenses. [✓]

CONE OF SILENCE AFFIDAVIT

STATE OF Michigan)
 : SS
COUNTY OF Washtenaw)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Douglas N. Higgins Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Kelly A. Wilkie

Sworn and subscribed before me this

9th day of July, 2014.

Sandra K Garrison

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 1-10-2020

**SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020**

Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Complete Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

DISCLOSURE OF LOBBYING ACTIVITIES

N/A

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

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| <p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | <p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award | <p>3. Report Type:</p> <input type="checkbox"/> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| <p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> Congressional District, if known: | |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known:</p> <p>\$</p> | |
| <p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> | <p>b. Individuals Performing Services (including address if different from No. 10a)</p> | |

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|--|--|--------------------------|---|
| <p>(attach Continuation Sheet(s))</p> | <p>(last name, first name, MI):</p> <p>SF-LLLA, if necessary)</p> | | |
| <p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | <p>Signature:</p> <p>_____</p> <p>Print Name:</p> <p>_____</p> <p>Title:</p> <p>_____</p> <p>Telephone No.: _____ Date: _____</p> | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #cccccc; width: 60%; padding: 5px;">Federal Use Only:</td> <td style="padding: 5px;">Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)</td> </tr> </table> | | Federal Use Only: | Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97) |
| Federal Use Only: | Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97) | | |

Form DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan

award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: 14-016
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: July 9, 2014

I, Kelly A. Wilkie, hereby
declare that I am Vice President (NAME) of Douglas N. Higgins Inc
of Ann Arbor, Michigan (TITLE) (FIRM)
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; 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) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Kelly A. Wilkie, Vice President WITNESS: Dana M. Brown
NAME AND TITLE PRINTED

BY: Kelly A. Wilkie WITNESS: Sandra K. Harrison
SIGNATURE

Executed on this 9th day of July, 2014

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring**

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to the these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

| Trench Safety Measure | Units | Quantity | Unit Cost | Extended Cost |
|--------------------------------|-----------|--------------|--------------|-------------------------------|
| A. <u>sloping / trench box</u> | <u>LF</u> | <u>2,265</u> | <u>\$10-</u> | <u>\$ 22,650⁰⁰</u> |
| B. _____ | _____ | _____ | _____ | _____ |

Kellya Wilkie

 Signature
July 11, 2014

 Date

STATE OF Michigan
 COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Kelly A. Wilkie, who, after first being sworn by me affixed his /her signature in the space,
 provided above on the 11th day of July, 2014.

Sandra K. Garrison

 Notary Public

(Seal)

My Commission expires: 1-10-2020

**SANDRA K GARRISON
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF WASHTENAW
 My Commission Expires January 10, 2020**

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

Bidder shall certify that if awarded a Contract pursuant to this IFB, said Bidder shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses. Approved certification shall be in the form of the Equal Benefits for Domestic Partners Affidavit attached hereto, and shall be signed by an authorized officer of the contractor. If notified of intended award, the Bidder shall and deliver a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

Failure to comply with this section may result in bid rejection, or the termination of any contract and all monies due or to become due under the contract may be retained by the City.

STATE OF Michigan)
 : SS
COUNTY OF Washtenaw)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Douglas N. Higgins, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-799 Equal Benefits for Domestic Partners.

Kelly A. Wick

Sworn and subscribed before me this

9th day of July, 2014.

Sandra K Garrison
NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 1-10-2020

**SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020**



City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

- (A) Definitions. For purposes of this section only, the following definitions shall apply:
- (1) Benefits means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
 - (2) Bid shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
 - (3) Cash equivalent means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.
- (B) Equal benefits requirements.
- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
 - (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
 - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
 - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
 - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
 - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all the contractor's records pertaining to its benefits policies and its employment policies and practices.
 - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (C) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (D) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this Section, entitled "Debarment of contractors from city work."
- (E) Exceptions and waivers. The provisions of this section shall not apply where:
- (1) The contractor does not provide benefits to employees' spouses.
 - (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
 - (3) The contractor is a governmental entity.
 - (4) The sale or lease of city property.
 - (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
 - (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either: The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
 - (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (F) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (G) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) 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 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this ^{9th} day of ^{July} 20 14.
By Kelly A. Wilkie
Authorized Signature/Contractor
Kelly A. Wilkie, Vice President
Typed Name/Title
Douglas N. Higgins, Inc.
Contractor's Firm Name
3390 Travis Pointe Rd, Suite A
Street Address
Suite A
Building, Suite Number
Ann Arbor, Mi 48108
City/State/Zip Code
734-996-9500
Area Code/Telephone Number

EAST FRONT STREET FLOOD MITIGATION
Pre-Bid Resolution

The Contractor must read, understand, and acknowledge that the following changes and/or additions to the General Specifications for the City of Key West have been made for the East Front Street Flood Mitigation Project. This resolution must be submitted with your bid. Address any questions you have to the City.

1. Project duration; Construction shall be complete prior to JUNE 18, 2015;
2. The WATER WELL CONTRACTOR shall submit for the Construction / clearance permit Application for Class V well to the FDEP.
3. The City of Key West Well Drillers Certification (attached) and along with a copy of Well Drillers License shall be completed and submitted with the conform documents upon award as stated in the invitation to bid. (If the prime contractor changes well driller, the certification and license must be completed and submitted prior to the well driller setting up equipment on any project site).
4. Contractor shall be responsible to complete all grant requirements required for the project. The contractor shall attend a grant pre-construction meeting and progress meetings with the city grant administrator every 30 days.
5. Certified payrolls are required and shall be completed and turned in to the city grant administrator. Contractor shall ensure that certified payrolls are complete and checked for accuracy. Payroll not approved by the grant administrator and returned shall be returned in 3 days. The owner shall increase retention above 10% if contractor is consistently tardy or turns in incomplete or incorrect payrolls
6. Certified payrolls must be submitted within 7 days after the contractor's regular payment date of the payroll period
7. The CONTRACTOR shall assist the grants administrator in meeting the reporting requirements set forth in Section 1512 and all other applicable provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), also referred to as the Recovery Act, by providing information requested by the grants administrator in a timely manner. Other applicable provisions include (but are not limited to) Section 1605 Buy America and Section 1606 Davis-Bacon Prevailing Wage Rates.
8. The Contractor shall submit with the monthly pay application the "Construction Compliance Certificate with Specifications and Plans".
9. The CITY and Engineer, their officers, agents, and employees shall be named as additional insured's on the Contractor's and any subcontractor's Liability Insurance policies for any claims arising out of work performed under this Contract.
10. An added fixed fee of 15% for general overhead and profit shall be allowed for the Contractor (5% Subcontractor) actually executing the Cost Reimbursement work. A 5% fixed fee shall be allowed the Contractor for the administrative handling of portions of the work that are executed by an approved Subcontractor. No additional fixed fee will be

allowed for the administrative handling of work executed by a Subcontractor of a Subcontractor, unless by written permission from the Owner. Burden shall not exceed 45%.

11. Warranty shall be in effect for one (1) years and shall be covered by bond. During this period any leaks in the system shall be repaired using a Hydro Active Grout system or equal as approved by the city; leaks shall not be repaired using cement and hydro, this method is completely unacceptable.
12. Maintenance of Traffic shall be maintained at all construction sites until the work is either completed or any open trenches have been properly covered and all equipment is properly stored. **Contractor shall maintain MOT signs in good repairs and lighted at all times.** The city inspector shall stop work if MOT is not properly maintained; there shall not be any additional cost to the city for this downtime.
13. CONTRACTOR shall notify all residents and proprietors adjacent to construction site of work to be performed, more specifically the notice shall state the day and time construction will begin, the name and phone number of the CONTRACTOR, the City Project Coordinator's name and phone number, and the reason for construction. Notice shall be given a minimum of 72 hours in advance of construction and testing. Additional Notice shall be given for each phase of work in the intersection, if no work has been performed for more than two weeks in the intersection. (I.E. Well Drilling; Well Structure / Catch basins pipe installation; pavement) **Submittal:** Notice; for approval.
14. Contractor shall submit a detailed shop drawing for the Class V Stormwater injection Well detail, for approval by FDEP prior to drilling wells.
15. Contractor shall submit a wells spoils disposal plan, for approval by FDEP prior to drilling wells.
16. No dewatering into drainage well.
17. Contractor shall submit a dewatering plan prior to beginning work.
18. 24" PVC pipe in well.
19. Wells are 120 feet deep, 60 VF cased, from top of casing invert to bottom of well casing; contractor shall not install 60 LF and then cut to invert after installation of baffle box, there shall be 60 VF of casing after cutting for the invert.
20. Contractor is required to repair all surfaces that are damaged during the project, even if they are out of the project area (i.e. curb along street that is not planned to be replaced, but damaged due to Equipment Operation.)
21. Miscellaneous concrete and aesthetics repairs to match the new concrete to the existing property lines, planters, buildings etc. shall be incidental to Sidewalk, and Curbs installation.

- 22. Baffle boxes requiring catch basin grates for schedule "A" and "B" – grates shall be USF # 4160-6611 galvanized; cost shall be included in the bidder's proposal.
- 23. All Stormwater manholes ring and covers shall be USF 3220 – 5660 (grate) cost shall be included in the cost of the manhole.
- 24. Note; all Frames and grates are required to be galvanized and H-20 Rated.
- 25. Submit for approval and provide ADS Pipe Adapter flexible watertight connection for ADS Corrugated HDPE Pipe to storm structures, or ADS Pipe Adapters meeting the requirements of ASTM F 2510 and ASTM C 1478 for watertight flexible connections. Components shall be salt water resistant.

I have read and understand the above listed requirements for this project

Kelly A. Wilkie
Signature

Kelly A. Wilkie
Name

STATEMENT OF NO BID

Note: If you do not intend to submit a BID, please return this form ONLY.

TO: East Front Street Flood Mitigation
Office of the City Clerk
3126 Flagler Avenue
Key West, FL. 33040

We, the undersigned, have declined to submit a BID on the above-noted Invitation to Bid for the following reasons:

- Insufficient time to respond to the Invitation to BID
- Do not offer this Product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (Please explain below)
- Remove us from the City of Key West's, "Bidder's Mailing List"
- Other (Please specify below)

REMARKS: _____

We understand that if a "no bid" statement is not returned, our name may be removed from the bidder's list of the City of Key West.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

TELEPHONE: _____



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A MI 48108
ANN ARBOR

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

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

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

STATE OF FLORIDA AC# 6307015
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC060189 08/27/12 118195796
CERTIFIED GENERAL CONTRACTOR
HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2014 L12082701996

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6307015

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082701996

| DATE | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 08/27/2012 | 118195796 | CGC060189 |

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A MI 48108
ANN ARBOR

KEN LAWSON
SECRETARY

State of Florida

Department of State

I certify from the records of this office that DOUGLAS N. HIGGINS INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on August 1, 1973.

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 7, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2014*



Ken DeFina
Secretary of State

Authentication ID: CC3506726904

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on July 1, 2013 and that said resolution is in full force and effect:

"RESOLVED, That the following listed persons are hereby authorized to execute, on behalf of Douglas N. Higgins, Inc., any and all contracts and documents."

Brandy L. Bartolone

Daniel N. Higgins

Douglas N. Higgins

David J. Wilkie

Kelly A. Wilkie

Handwritten signatures in blue ink corresponding to the names listed on the left. The signatures are: Brandy L. Bartolone, Daniel N. Higgins, Douglas N. Higgins, David J. Wilkie, and Kelly A. Wilkie.

Kelly A. Wilkie
Kelly A. Wilkie
Secretary

Dated: July 1, 2013

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name DOUGLAS N. HIGGINS (CGC) CtlNbr:0018021
Location Addr 3390 TRAVIS POINTE STE A RD
Lic NBR/Class 14-00022114 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: July 29, 2013 Expiration Date: September 30, 2014
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

Oper: CWALKER Type: OC Drawer: 1
7/30/13 54 Receipt no: 58417
OR 14-00022114
LIC OCCUPATIONAL RENEWAL
1.00 \$309.75

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

Trans date: 7/30/13 Time: 11:04:48

DOUGLAS N. HIGGINS (CGC)
3390 TRAVIS POINTE STE A RD

ANN ARBOR MI 48108

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name JAFFER WELL DRILLING CtINbr:0014590
Location Addr 1451 SE 9TH CT
Lic NBR/Class 15-00024163 CONTRACTOR - SPEC WELL DRILLING
Issue Date: July 09, 2014 Expiration Date: September 30, 2015
License Fee \$98.70
Add. Charges \$0.00
Penalty \$0.00
Total \$98.70
Comments:

Owner: CHALKER Type: OC Drawet: 1
Date: 7/10/14 54 Receipt no: 31547
2015 24163

OR LIC OCCUPATIONAL RENEWAL
\$98.70
3009316
AC SCHULTHEIS OF FLORIDA INC \$98.70

This document must be prominently displayed.
Trans date: 7/10/14 Time: 8:39:57

JAFFER WELL DRILLING
1451 SE 9TH CT

HIALEAH FL 33010