

NOTE TO BIDDER: Use preferably 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: ITB #14-0100/North Simonton Stormwater Emergency
Outfall

CH2M HILL Project No.: 476166

City of Key West Project No.: ST 1302

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

Company Name: Douglas N. Higgins, Inc

Contact Name: Matt DeLuca

Telephone: (941) 465-8358

1. **BIDDER'S DECLARATION AND UNDERSTANDING**

1.1. 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 Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

1.2. 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 Bid.

1.3. 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.

2. CONTRACT EXECUTION AND BONDS

2.1. 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 Owner 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 Bid, 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.

3. CERTIFICATES OF INSURANCE

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

4. START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

4.1. The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 240 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 270 calendar days from the date when the Contract Times commence to run. A second Substantial Completion for the outfall pipe from the 36-inch valve to the outfall structure and the outfall structure is 30 days after start of construction for the outfall pipe and outfall structure. The installation of the 36-inch outfall pipe and outfall structure cannot start until September 1st.

5. LIQUIDATED DAMAGES

5.1. In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for each substantial completion.

5.2. After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

6. ADDENDA

6.1. The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, _____, _____, (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.

7. SALES AND USE TAXES

7.1. The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

8. PUBLIC ENTITY CRIMES

8.1. "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

9. COMBINED UNIT PRICE AND LUMP SUM WORK

9.1. The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

10. UNIT PRICE SCHEDULE

10.1. Unit prices have been computed in accordance with paragraph 11.03.C of the General Conditions and Section 01 29 00, Payment Procedures, paragraph 1.07.B.

10.2. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Prices Bid items will be based on actual quantities, determined as provided in the Contract Documents.

11. UNFORESEEN CONDITIONS ALLOWANCE

11.1. Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Work Change Directive. The Owner will negotiate with the Contractor how each Allowance will be spent prior to performing the work.

12. PERMIT ALLOWANCE

12.1. Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for any Permits required by the City of Key West and any Regulatory Agency Permit(s). Bidder acknowledges that payment will be based on actual cost for the permit(s).

13. KEYS ENERGY SERVICE ALLOWANCE

13.1. Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid to cover payment to Keys Energy Service for electrical service. Bidder further acknowledges that payment will be based on actual amount paid as indicated by appropriate invoice.

14. BID ADD ALTERNATE NO. 1

14.1. Bidder further agrees to provide the amount for the work to provide the Removable Trash Screen; Detail 0551-558; to be located within the existing storm water pump station with all appurtenances necessary. This amount may be added to the Total Base Bid Amount should the City decide to proceed with this add alternate.

Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1	General				
1.1	Performance and Payment Bonds	1	EA	18,270.00	18,270.00
1.2	Mobilization	1	LS	34,000.00	34,000.00
1.3	Demobilization	1	LS	34,000.00	34,000.00
1.4	General and Supplementary Conditions	1	LS	59,300.00	59,300.00
1.5	MOT	1	LS	1,700.00	1,700.00
1.6	Certified AutoCAD As-built	1	LS	4,000.00	4,000.00
1.7	Surveyor	1	LS	3,400.00	3,400.00
2	Trench Excavation, Backfill and Storm Pipe				
2.1	36-inch PVC SDR 51 Storm Pipe				
2.1.1	6 to 8 Feet Deep	300	LF	507.00	152,100.00
3	Dewatering	1	LS	9,700.00	9,700.00
4	Florida Trench Safety Act Compliance	1	LS	5,000.00	5,000.00
5	Pavement				
5.1	Pavement Removal and Replacement	180	SY	41.00	7,380.00
5.2	Pavement 70 Mils Thermoplastic Stripping	80	LF	6.00	480.00

Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
5.3	1-inch Asphalt Milling and 1-inch Asphalt Overlay	600	SY	31.00	18,600.00
6	36-inch Buried V-405 Valves	1	EA	35,000.00	35,000.00
7	Demolition	1	LS	11,100.00	11,100.00
8	Emergency Generator with Concrete Platform	1	LS	481,000.00	481,000.00
9	Outfall Structure at Ocean	1	LS	30,000.00	30,000.00
Total of All Extended Bid Unit Prices					\$

Unforeseen Conditions Allowance \$120,000

Permit Allowance \$30,000

Keys Energy Allowance \$2,000

The Bidder agrees to accept as full payment for the Work proposed under this Project, as herein specified and as shown on the Drawings, the following Total Base Bid amount:

One Million Fifty Seven Thousand Thirty Dollars
(Amount written in words has precedence)

and Zero Cents **TOTAL BASE BID \$ 1,057,030.00**

Bid Add Alternate No. 1 \$ 28,900.00

15. SUBCONTRACTORS

15.1. 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:

Nearshore Electric, Inc
Name

5680 1st Ave Key West FL 33040
Street City State Zip

Southland Painting Corp.
Name

2635 NW 4th St Fort Lauderdale FL 33311
Street City State Zip

Data Flow Systems
Name

605 N. John Rodes Blvd Melbourne FL 32934
Street City State Zip

Florida Fence
Name

P.O. Box 227 Tavernier FL 33020
Street City State Zip

Surety

Hartford Accident & Indemnity Co. whose address is

690 Asylum Avenue Hartford CT 06115
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is _____

Douglas N. Higgins, Inc. 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 Bid as principals are as follows:

Douglas Higgins - President

Kelly Wilkie Vice-Pres/Secretary/Treasurer

Daniel Higgins - Vice-President

Brandy Bartolone - Vice-President

Sandra Gamson, Tamara Ludwig, David Wilkie - Secretary

If Sole Proprietor or Partnership

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 16th day of April, 2014.

(SEAL)

Douglas N. Higgins, Inc.
Name of Corporation

By: Kelly A. Wilke

Title: Vice-President

Attest: Sandra K. Garrison
Secretary

END OF SECTION

**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 North Simonton Stormwater
Emergency Outfall, 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 of 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, nonjury 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
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting 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.)

Kelly A. Wilkie
(signature)
4/16/14
(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 16th of April, 2014.

My commission expires: 1-10-2020

Sandra K. Harrison
NOTARY PUBLIC

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. SUITE A
Ann Arbor, MI 48108

Address

Kelly A. Wilkie

Signature

Kelly A. Wilkie

Print Name

Vice - President

Title

DATE:

4/16/14

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF ~~FLORIDA~~ ^{MICHIGAN})
 COUNTY OF WASHTENAW) : SS

I, the undersigned hereby duly sworn, depose and say that the firm of Douglas N. Higgins, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: Kelly A. Walker

Sworn and subscribed before me this

16th day of April, 2014.

Sandra K Garrison
 NOTARY PUBLIC, State of ~~Florida~~ ^{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.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state

or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(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 of 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 article, 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:
 - a. 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.

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
Date: 7/30/13 SA Receipt no: 08417
6014 6014
OR LIE OCCUPATIONAL GENERAL
1.00 \$309.75

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

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

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

ANN ARBOR MI 48108

2013 / 2014
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2014

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS Business Location: MO CTY
Mailing Address: 3390 TRAVIS POINTE RD KEY WEST, FL 33040
Ste A Business Phone: 305-294-3355
ANN ARBOR, MI 48108 Business Type: CONTRACTOR (UNDERGROUND UTILITY)

Employees 5

STATE LICENSE: CGC060189

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 101-12-00002704 07/08/2013 20.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2014

Business Name: DOUGLAS N HIGGINS INC

RECEIPT# 30140-62369

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS Business Location: MO CTY
Mailing Address: 3390 TRAVIS POINTE RD KEY WEST, FL 33040
Ste A Business Phone: 305-294-3355
ANN ARBOR, MI 48108 Business Type: CONTRACTOR (UNDERGROUND UTILITY)

Employees 5

STATE LICENSE: CGC060189

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 101-12-00002704 07/08/2013 20.00

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor. Fee not to exceed \$309.75.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

Business License Tax Application

City of Key West
City Hall Annex
PO Box 1409
Key West, FL 33041

Date Applied _____

License # _____

Phone 305-809-3955

Fax 305-809-3978

Business Type: _____

Business Name: _____

Business Location: _____

Business Owner: _____

State Licensed Qualifier (if applicable): _____

Mailing Address: _____

EIN / SS # _____ Phone # _____

Applicant name (printed)

Applicant signature

Date

State of Florida

County of Monroe

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by _____.

Signature of Notary Public (stamp or seal). Personally known ____
Produced id _____

Sales Tax number 3106 Flagler Ave 292-6735 City utility acct _____

Commercial garbage Waste Mgmt 296-8297 _____

Lease or deed

State License DBPR 850-487-1395 / Dept Ag 305-470-6900

Home occupation application

Fictitious Name registration

Previous use _____

Corporate or LLC registration

Liability / Worker's Comp

Zoning _____

Fire Inspector 292-8179

CO / final inspection on any permits

Category _____ Fee \$ _____

Monroe County or local licensing

Licensed in accordance with Chapter 66, Key West Code of Ordinances

Approved _____ Denied / Reason _____

Licensing Official

Date

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. Wukie

Sworn and subscribed before me this

16th day of April, 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. Competitive 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.

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 their Bid.)

1. All Contract Documents thoroughly read and understood. [☒]
2. All blank spaces in Bid Form filled in, using black ink. [☒]
3. Total and unit prices added correctly. [☒]
4. Addenda acknowledged. [☒]
5. Subcontractors are named as indicated in the Bid Form. [☒]
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 volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and six copies. [☒]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [☒]
13. Bidder must provide satisfactory documentation of State Licenses. [☒]

END OF SECTION

N/A

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s))</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <i>SF-LLLA, if necessary)</i>		
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.	Signature: <hr/> Print Name: <hr/> Title: <hr/> Telephone No.: _____ Date: _____		
<table border="1"> <tr> <td data-bbox="203 1176 1047 1316"> Federal Use Only: </td> <td data-bbox="1047 1176 1463 1316"> 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.: _____
 F.A.P. NO.: _____
 PARCEL NO.: _____
 COUNTY OF: _____
 BID LETTING OF: April 16, 2014

I, Kelly A. Wilkie, hereby
 declare that I am Vice-President of Douglas N. Higgins, Inc.
 Of Ann Arbor Michigan

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(l)(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: DOUGLAS N. HIGGINS, INC. (Seal)

BY: Kelly A. Wilkie Vice-President
NAME AND TITLE PRINTED

WITNESS:

BY: Kelly A. Wilkie
SIGNATURE

WITNESS:

Executed on this 16th day of April, 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 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>Bracing & Shoring</u>	<u>LF</u>	<u>300</u>	<u>16.66</u>	<u>\$5000.00</u>
B. _____	_____	_____	_____	_____

Kelly A. Wilkie
 Signature _____
4/16/14
 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 16th day of April, 2014.

Sandra K Garrison
 Notary Public

MY COMMISSION EXPIRES: 1-10-2020

PW/WBG/476166

MARCH 4, 2014

©COPYRIGHT 2014 CH2M HILL

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW

My Commission Expires January 10, 2020

FLORIDA TRENCH SAFETY
 ACT COMPLIANCE

00 44 03 - 1

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 day of 20. April 16, 2014

By Kelly A. Wilkie

Authorized Signature/Contractor

Kelly A. Wilkie

Typed Name/Title

Douglas N. Higgins, Inc.

Contractor's Firm Name

3390 Travis Pointe Rd. Suite A

Street Address

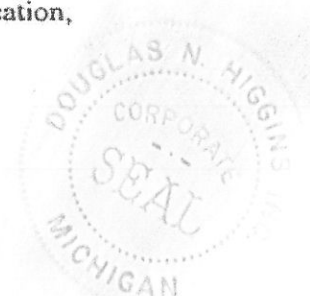
Building, Suite Number

Ann Arbor, MI 48108

City/State/Zip Code

(734) 996-9500

Area Code/Telephone Number



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 Detjen
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>



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

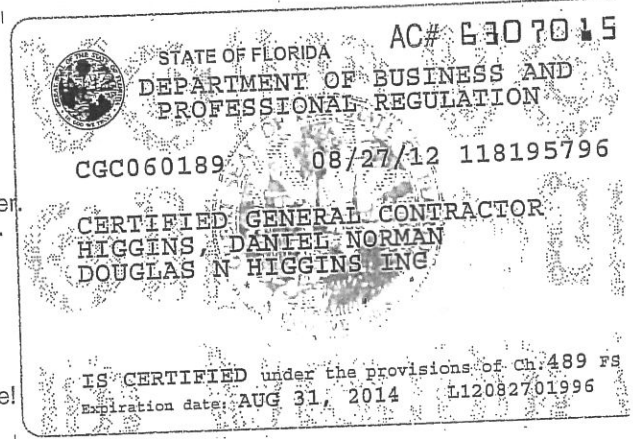
HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANN ARBOR MI 48108

MI 48108

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

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

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



DETACH HERE

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
ANN ARBOR MI 48108

MI 48108

KEN LAWSON
SECRETARY

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 May 15, 2012 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."

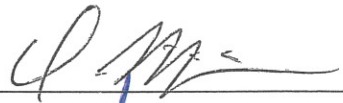
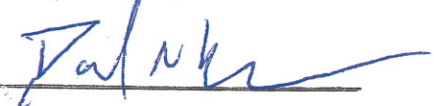
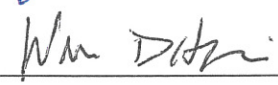
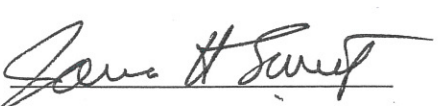
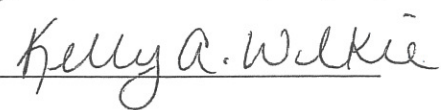
Douglas N. Higgins

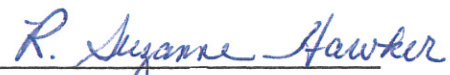
Daniel N. Higgins

William D. Higgins

James H. Sweet

Kelly A. Wilkie


R. Suzanne Hawker
Secretary

Dated: May 15, 2012

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><u>Project Name:</u> City of Naples - WWTP Filter Rehab. Job No. 862-13</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Naples - Public Utilities 380 Riverside Cir. Naples, FL 34102 Justin Frederiksen, P.E. 239-213-4762</p> <p><u>Engineer - Address - Phone:</u> Aqua-Aerobic Systems, Inc.</p> <p><u>Contract Date:</u> February 6, 2013 <u>Final Contract Amount:</u> \$454,916.00 <u>Completion Date:</u> August 22, 2013 <u>Project Description:</u> This project was comprised of the complete rehabilitation of two (2) 90' x 16' 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><u>Project Name:</u> NCWRF Filter Set 1 Rehabilitation Job No. 857-12</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372</p> <p><u>Engineer - Address - Phone:</u> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Frank Feeney, P.E. (239) 254-2000</p> <p><u>Contract Date:</u> June 26, 2012 <u>Final Contract Amount:</u> \$1,455,517.97 <u>Completion Date:</u> June 26, 2013 <u>Project Description:</u> 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>
---	---

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<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

<p><u>Project Name:</u> Pump Station 312.29 & 312.41 Refurbishment</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Zamira Del Toro, Project Mgr. 239-252-6279</p> <p><u>Engineer - Address - Phone:</u> Tetra Tech, Inc. 10600 Chevrolet Way, Ste. 300 Estero, FL 33928 Danny Nelson, P.E. 239-390-1467</p> <p><u>Contract Date:</u> August 23, 2011 <u>Final Contract Amount:</u> \$267,222.12 <u>Completion Date:</u> April 25, 2012</p> <p><u>Project Description:</u> 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><u>Project Name:</u> Hendry County - Construction of CR 78 Phase 1A & 1B Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> 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><u>Engineer - Address - Phone:</u> Johnson Engineering 251 W. Hickpochee Ave. LaBelle, FL 33935 James. V. Lofton, Jr. (863) 612-0594</p> <p><u>Contract Date:</u> December 1, 2011 <u>Final Contract Amount:</u> \$765,516.97 <u>Completion Date:</u> July 10, 2012</p> <p><u>Project Description:</u> 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><u>Project Name:</u> Traditions, Golf Residences and Villas at Grey Oaks</p> <p><u>Owner - Address - Project Manager - Phone:</u> CCC Traditions, LLC 135 San Lorenzo Ave. Coral Gables, FL 33146</p> <p><u>Engineer - Address - Phone:</u> Peninsula Engineering 2600 Golden Gate Pkwy. Naples, FL 34105 CJ Brown 239-262-2600</p> <p><u>Contract Date:</u> January 1, 2012 <u>Final Contract Amount:</u> \$363,596.00 <u>Completion Date:</u> July 13, 2012</p> <p><u>Project Description:</u> 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><u>Project Name:</u> Michigan Street Sidewalk Project</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, FL 34135 (239) 949-6262 David Liccardi</p> <p><u>Engineer - Address - Phone:</u> Lake Hickory Ventures, Inc. 22210 Fairmont Ct. Estero, FL 33928 (239) 898-4008</p> <p><u>Contract Date:</u> August 15, 2012 <u>Final Contract Amount:</u> \$175,734.00 <u>Completion Date:</u> September 28, 2012</p> <p><u>Project Description:</u> 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

<p><u>Project Name:</u> Wyndemere Country Club Remove/Install 43 Fire Hydrants & Valves</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Water Distribution 4370 Mercantile Ave. Naples, FL 34104 Pam Libby 239-252-6239</p> <p><u>Engineer - Address - Phone:</u> N/A</p> <p><u>Contract Date:</u> September 5, 2011 <u>Final Contract Amount:</u> \$98,350.00 <u>Completion Date:</u> November 21, 2011 <u>Project Description:</u> Remove/Install 43 Fire Hydrants & Valves Remove/Install 3 Inline Valves Install 1 new Inline Valves</p>	<p><u>Project Name:</u> NCWRF Compliance Assurance</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Peter Schalt, PMP</p> <p><u>Engineer - Address - Phone:</u> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Clifford Pepper, P.E. (239) 254-2000</p> <p><u>Contract Date:</u> November 6, 2009 <u>Final Contract Amount:</u> \$8,683,000.00 <u>Completion Date:</u> November 23, 2011 <u>Project Description:</u> 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><u>Project Name:</u> Vanderbilt Beach MSTU, Gulf Shore Drive Utility Relocate</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Mark Sunyak, P.E. (Project Manager)</p> <p><u>Engineer - Address - Phone:</u> Malcolm Pirnie 4315 Metro Pkwy, Ste. 520 Ft. Myers, FL 33916</p> <p><u>Contract Date:</u> November 28, 2011 <u>Final Contract Amount:</u> \$72,778.50 <u>Completion Date:</u> January 27, 2012 <u>Project Description:</u></p>	<p><u>Project Name:</u> Bella Terra - Replace Existing Irrigation Main</p> <p><u>Owner - Address - Project Manager - Phone:</u> Habitat Lakes LLC 782 NW 42nd Ave., Ste 630 Miami, FL 33126 305-445-9855</p> <p><u>Engineer - Address - Phone:</u> Banks Engineering 10511 Ben C. Pratt Pkwy. Ft. Myers, FL 33966 239-939-5490</p> <p><u>Contract Date:</u> December 5, 2011 <u>Final Contract Amount:</u> \$108,712.18 <u>Completion Date:</u> January 18, 2012 <u>Project Description:</u></p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><u>Project Name:</u> Lakes Park Water Quality Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Anura Karuna-Muni 239-533-8131</p> <p><u>Engineer - Address - Phone:</u> AIM Engineering & Surveying, Inc. 5300 Lee Blvd. Lehigh Acres, FL 33971 Lee Flynn, P.E. 239-332-4569</p> <p><u>Contract Date:</u> April 26, 2011 <u>Final Contract Amount:</u> \$487,985.00 <u>Completion Date:</u> October 30, 2011</p> <p><u>Project Description:</u> 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><u>Project Name:</u> East Naples/Solana Road Pump Station Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Naples - Public Utilities Division 380 Riverside Circle Naples, FL 34102 Dave Graff 239-213-4716</p> <p><u>Engineer - Address - Phone:</u> Tetra Tech 201 East Pine Street, Ste. 1000 Naples, FL 34102 Jennifer Woodall, P.E. 407-839-3955</p> <p><u>Contract Date:</u> March, 2010 <u>Final Contract Amount:</u> \$2,500,000.00 <u>Completion Date:</u> February, 2011</p> <p><u>Project Description:</u> 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><u>Project Name:</u> NCWRF Repair 5 Sludge Presses</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Board of County Commissioners 3301 East Tamiami Trail Naples, FL 34112 Claude Nesbitt, Sr. Project Mgr. 239-252-8380</p> <p><u>Engineer - Address - Phone:</u> Komline-Sanderson Engineering Corp. 12 Holland Ave. Peapack, NJ 07977-0257 Steven Lukacs 908-234-1000</p> <p><u>Contract Date:</u> July 15, 2010 <u>Final Contract Amount:</u> \$143,000.00 <u>Completion Date:</u> November 14, 2011</p> <p><u>Project Description:</u> Install sludge presses at 1, 2, 3, 5 and 6</p>	<p><u>Project Name:</u> SCRWTP Chlorination Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Alicia Abbott, Project Manager 239-252-5344</p> <p><u>Engineer - Address - Phone:</u> Tetra Tech 201 East Pine Street, Ste. 1000 Naples, FL 34102 Jennifer Woodall, P.E. 407-839-3955</p> <p><u>Contract Date:</u> June 17, 2011 <u>Final Contract Amount:</u> \$98,831.00 <u>Completion Date:</u> November 3, 2011</p> <p><u>Project Description:</u></p>
<p><u>Project Name:</u> NCWRF Deep Injection Well Mag Meter Replacement</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Craig J. Pajer, Project Manager 239-252-2554</p> <p><u>Engineer - Address - Phone:</u> N/A</p> <p><u>Contract Date:</u> January 10, 2011 <u>Final Contract Amount:</u> \$24,526.72 <u>Completion Date:</u> September 13, 2011</p> <p><u>Project Description:</u> Remove and Install NCWRF DIW Magnetic Flow Meters, electrical disconnection and reconnection, provided and installed 24 inch Mega-flange</p>	<p><u>Project Name:</u> (4) 8" Gravity Line Segment Replacement along Vanderbilt Drive</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3301 Tamiami Trail E. Naples, FL 34112 James Sainvilus, Project Manager 239-252-4285</p> <p><u>Engineer - Address - Phone:</u> N/A</p> <p><u>Contract Date:</u> August 16, 2011 <u>Final Contract Amount:</u> \$158,000.00 <u>Completion Date:</u> September 23, 2011</p> <p><u>Project Description:</u> Four 8" point repairs on Vanderbilt Drive</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><u>Project Name:</u> Immokalee & Everglades Intersection Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Board of Commissioners 3301 Tamiami Trail East Naples, FL 33412</p> <p><u>Engineer - Address - Phone:</u> Collier County TECM 2885 Horseshoe Dr. Naples, FL 34109</p> <p><u>Contract Date:</u> August 2, 2010 <u>Final Contract Amount:</u> \$50,108.00 <u>Completion Date:</u> November 8, 2010 <u>Project Description:</u> Subcontract Agreement with Better Roads, Inc.</p>	<p><u>Project Name:</u> Popash Creek Preserve Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Anura Karuna-Muni 239-533-8131</p> <p><u>Engineer - Address - Phone:</u> T.Y. Lin International 2400 First St., Ste. 200 Fort Myers, FL 33901 Richard White Jr., P.E. (239) 332-4846</p> <p><u>Contract Date:</u> December 14, 2010 <u>Final Contract Amount:</u> \$1,035,426.46 <u>Completion Date:</u> June 30, 2011 <u>Project Description:</u> 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><u>Project Name:</u> North County Water Reclamation Facility Flow Meter Replacement, Phase 2</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Board of County Commissioners 3301 East Tamiami Trail Naples, FL 34112 Claude Nesbitt, Sr. Project Mgr. 239-252-8380</p> <p><u>Engineer - Address - Phone:</u> Hole Montes 950 Encore Way Naples, FL 34110 239-254-2000</p> <p><u>Contract Date:</u> May 21, 2010 <u>Final Contract Amount:</u> \$192,994.05 <u>Completion Date:</u> December 6, 2010 <u>Project Description:</u> Furnish and install EQ Tank Furnish and install OX Ditch</p>	<p><u>Project Name:</u> Lee/Hendry County Construction of Injection Well Surface Facilities</p> <p><u>Owner - Address - Project Manager - Phone:</u> Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Keith Howard, Solid Waste 239-533-8917</p> <p><u>Engineer - Address - Phone:</u> MWH Americas, Inc. 14311 Metropolis Ave., Ste. 101 Fort Myers, FL 33912 Gordon Kennedy 239-236-0011</p> <p><u>Contract Date:</u> January 25, 2011 <u>Final Contract Amount:</u> \$1,455,900.09 <u>Completion Date:</u> November 15, 2011 <u>Project Description:</u> 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

<p><u>Project Name:</u> Mackle Park Phase 3 (A) Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145</p> <p><u>Engineer - Address - Phone:</u> American Engineering Consultants of Marco Island, Inc. 573 Bald Eagle Drive Marco Island, FL 34145 (239) 394-1697</p> <p><u>Contract Date:</u> January 19, 2010 <u>Final Contract Amount:</u> \$240,100.00 <u>Completion Date:</u> April 30, 2010 <u>Project Description:</u> Park renovations to include: New asphalt walkway around lake, new bollard lighting, new lake fountain, new polygon shelter</p>	<p><u>Project Name:</u> Isle of Capri - Phase I Water Main Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3301 Tamiami Trail East Naples, FL 34112 Diana Dueri 239-252-4218</p> <p><u>Engineer - Address - Phone:</u> David Schmitt, P.E. Q. Grady Minor 3800 Via Del Rey Bonita Springs, FL 34134 239-947-1144</p> <p><u>Contract Date:</u> April 29, 2010 <u>Final Contract Amount:</u> \$906,080.33 <u>Completion Date:</u> January 2, 2011 <u>Project Description:</u> 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><u>Project Name:</u> Winterberry Drive & South Heathwood Drive Water Main Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> 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><u>Engineer - Address - Phone:</u> AECOM Technical Services, Inc. 4415 Metro Parkway, Suite 404 Fort Myers, FL 33916 Alfred J. Mittl, P.E. 239-278-7996</p> <p><u>Contract Date:</u> March 4, 2010 <u>Final Contract Amount:</u> \$130,881.37 <u>Completion Date:</u> October 29, 2010 <u>Project Description:</u> 18" Interconnect to existing 36" ductile iron watermain</p>	<p><u>Project Name:</u> MPS 104 Reclaimed Water Main Supp</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Shanthi Sridhar 239-252-5345</p> <p><u>Engineer - Address - Phone:</u> Greeley and Hansen 1567 Hayley Lane, Suite 201 Fort Myers, FL 33907 Kevin Higginson, P.E. 239-226-9660</p> <p><u>Contract Date:</u> April 27, 2010 <u>Final Contract Amount:</u> \$245,908.88 <u>Completion Date:</u> January 21, 2011 <u>Project Description:</u> 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

<p><u>Project Name:</u> SCWTP Rehab Reactor #1</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Planning & Project Management 3301 East Tamiami Trail Naples, FL 34112 (239) 252-4218</p> <p><u>Engineer - Address - Phone:</u> N/A</p> <p><u>Contract Date:</u> July 28, 2009 <u>Final Contract Amount:</u> \$97,400.00 <u>Completion Date:</u> December 3, 2009</p>	<p><u>Project Name:</u> Master Pump Station 302 Rehabilitation</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Planning & Project Management 3301 East Tamiami Trail Naples, FL 34112 (239) 252-4218</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor & Associates, P.A. David Schmitt 3800 Via Del Ray Bonita Springs, FL 34134</p> <p><u>Contract Date:</u> November 10, 2008 <u>Final Contract Amount:</u> \$2,011,347.57 <u>Completion Date:</u> April 30, 2010</p> <p><u>Project Description:</u> 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 in extreme tight conditions.</p>
<p><u>Project Name:</u> Magnolia Pond Drive Stormwater Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Stormwater Dept. 2885 S. Horseshoe Drive Naples, FL 34104 Val Prince (239) 252-5879</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, FL 34134 David Schmitt, P.E. (239) 947-1144</p> <p><u>Contract Date:</u> June 29, 2009 <u>Final Contract Amount:</u> \$86,775.00 <u>Completion Date:</u> October 2, 2009</p>	<p><u>Project Name:</u> Year 4 Sewer Districts Wastewater Lift Stations - Phase One and Two</p> <p><u>Owner - Address - Project Manager - Phone:</u> Marco Island Utilities 50 Bald Eagle Drive Marco Island, FL 34145 James Miller, Public Works (239) 394-3880</p> <p><u>Engineer - Address - Phone:</u> Boyle Engineering Corp. 4415 Metro Pkwy., Ste. 404 Ft. Myers, FL 33916 (239) 278-7996</p> <p><u>Contract Date:</u> May 20, 2008 <u>Final Contract Amount:</u> \$1,777,185.54 <u>Completion Date:</u> April 23, 2010</p> <p><u>Project Description:</u> 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><u>Project Name:</u> Master Pump Station 101 Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3301 E. Tamiami Trail, Bldg. H Naples, FL 34112 (239) 252-4285</p> <p><u>Engineer - Address - Phone:</u> Agnoli, Barber & Brundage, Inc. 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 (239) 597-3111</p> <p><u>Contract Date:</u> November 30, 2009 <u>Final Contract Amount:</u> \$147,534.62 <u>Completion Date:</u> August 6, 2010</p> <p><u>Project Description:</u> Install forcemain and generator at MPS 101</p>	<p><u>Project Name:</u> Port of the Islands Mechanical & Electrical Work at Water Well No. 3</p> <p><u>Owner - Address - Project Manager - Phone:</u> Port of the Island Community Improvement District</p> <p><u>Engineer - Address - Phone:</u> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 (239) 254-2000</p> <p><u>Contract Date:</u> December 21, 2009 <u>Final Contract Amount:</u> \$169,398.99 <u>Completion Date:</u> June 2, 2010</p> <p><u>Project Description:</u> 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

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

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><u>Project Name:</u> CAT Operations & Administration Center Pump Station and Force Main Connection</p> <p><u>Owner - Address - Project Manager:</u> Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p><u>Engineer:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p><u>Contract Date:</u> February 14, 2008 <u>Final Contract Amount:</u> \$133,673.04 <u>Completion Date:</u> May 1, 2008 <u>Project Description:</u> Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.</p>	<p><u>Project Name:</u> San Marco Master Lift Station</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p><u>Engineer - Address - Phone:</u></p> <p><u>Contract Date:</u> January 2, 2008 <u>Final Contract Amount:</u> \$833,615.61 <u>Completion Date:</u></p> <p><u>Project Description:</u> Construct new 800 GPM Master Lift Station</p>
<p><u>Project Name:</u> Irrigation Quality Water Project</p> <p><u>Owner - Address - Project Manager:</u> Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Damon Gonzales</p> <p><u>Engineer - Address - Phone:</u> Anchor Engineering</p> <p><u>Contract Date:</u> March 14, 2007 <u>Final Contract Amount:</u> \$1,213,474.52 <u>Completion Date:</u> January 15, 2008</p>	<p><u>Project Name:</u> Golden Gate WWTP and Injection Pump Station</p> <p><u>Owner - Address - Project Manager - Phone:</u> Florida Governmental Utility Authority 11985 Collier Blvd., Ste. 7 Golden Gate, FL 34116 (239) 455-1583</p> <p><u>Engineer - Address - Phone:</u> Arcadis 2092 Old Arbor Ct. Sarasota, FL 34232 813-335-1799</p> <p><u>Contract Date:</u> August 17, 2008 <u>Final Contract Amount:</u> \$2,621,907.78 <u>Completion Date:</u> July 13, 2009 <u>Project Description:</u> 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><u>Project Name:</u> Treeline Master Pump Station</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Fort Myers 2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, E.I. (239) 332-6318</p> <p><u>Engineer - Address - Phone:</u> Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Trouteaud (239) 334-0046</p> <p><u>Contract Date:</u> July 1, 2008 <u>Final Contract Amount:</u> \$1,043,805.00 <u>Completion Date:</u> February, 2009 <u>Project Description:</u> 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><u>Project Name:</u> PS S-127 and S-133 Pump Refurbishment and Bearing Replace.</p> <p><u>Owner - Address - Project Manager - Phone:</u> South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p><u>Engineer - Address - Phone:</u> South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Teri Swartz</p> <p><u>Contract Date:</u> April 10, 2008 <u>Final Contract Amount:</u> \$3,947,723.00 <u>Completion Date:</u> July 2010</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><u>Project Name:</u> Gateway Triangle Stormwater Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Stormwater Department 2885 Horseshoe Drive Naples, Florida 34104 Shane Cox 239-252-8192</p> <p><u>Engineer - Address:</u> HDR, Inc. 200 West Forsyth Street Jacksonville, Florida 32202 Laura Phillips</p> <p><u>Contract Date:</u> November 5, 2007 <u>Final Contract Amount:</u> \$1,021,336.78 <u>Completion Date:</u> July 28, 2008 <u>Project Description:</u> 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><u>Project Name:</u> Marco Island North Barfield & North Marco Sanitary Sewer District</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><u>Engineer - Address - Phone:</u> Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p><u>Contract Date:</u> March 1, 2007</p> <p><u>Final Contract Amount:</u> North Marco \$4,644,806.99 North Barfield \$7,270,729.37</p> <p><u>Completion Date:</u> North Marco May 11, 2008 North Barfield March 24, 2008</p> <p><u>Project Description:</u> 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 15,685 LF of gravity sewer.</p>
<p><u>Project Name:</u> NCWRF MLE Bleach Project Phase 2, Mechanical</p> <p><u>Owner - Address - Project Manager:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail, East, Building H Naples, Florida 34112 Dianna Dueri</p> <p><u>Engineer - Address - Phone:</u> Hole Montes 950 Encore Way Naples, Florida 34110 Jerry Taricska 239-254-2000</p> <p><u>Contract Date:</u> September 17, 2007 <u>Final Contract Amount:</u> \$336,412.49 <u>Completion Date:</u> June 17, 2008 <u>Project Description:</u> Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.</p>	<p><u>Project Name:</u> Rehabilitation of Master Pump Station 316</p> <p><u>Owner - Address - Project Manager:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p><u>Contract Date:</u> November 16, 2007 <u>Final Contract Amount:</u> \$765,823.34 <u>Completion Date:</u> June 3, 2008 <u>Project Description:</u> Full rehab 800 GPM Master Pump Station</p>
<p><u>Project Name:</u> Rehabilitation of Master Pump Station 318</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p><u>Contract Date:</u> October 9, 2007 <u>Final Contract Amount:</u> \$789,070.59 <u>Completion Date:</u> June 10, 2008 <u>Project Description:</u> Fully rehab 3000 GPM Master Pump Station</p>	<p><u>Project Name:</u> NCRWTP Chemical Laboratory Ventilation Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Tom Chmelik 239-732-2575</p> <p><u>Engineer - Address - Phone:</u> TLC Engineering 1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907 Nicholas L. Mancuso 239-275-4240</p> <p><u>Contract Date:</u> March 13, 2007 <u>Final Contract Amount:</u> \$749,367.67 <u>Completion Date:</u> November 30, 2008 <u>Project Description:</u> Replace complete HVAC system including air handler, ductwork, exhaust fans, condenser and rehab fume hoods</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><u>Project Name:</u> Connection to Water Main - Marco Shores</p> <p><u>Owner - Address - Project Manager:</u> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 James Miller</p> <p><u>Engineer - Address - Phone:</u></p> <p><u>Contract Date:</u> April 26, 2007 <u>Final Contract Amount:</u> \$188,000.00 <u>Completion Date:</u> August 31, 2007</p>	<p><u>Project Name:</u> Collier County NCRWTP AND SCRWTP Sand Separators</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3301 East Tamiami Trail Naples, Florida 34112 Diana Dueri</p> <p><u>Engineer - Address - Phone:</u> Hazen and Sawyer</p> <p><u>Contract Date:</u> December 20, 2007 <u>Final Contract Amount:</u> \$1,453,249.71 <u>Completion Date:</u> July 17, 2009 <u>Project Description:</u> 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><u>Project Name:</u> SCRWTP Raw Water Transmission Main & Appurtenances for Raw Water Wells 39S, 40S, 41S & 42S</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail, Building H Naples, Florida 34112 Peter Schalt</p> <p><u>Engineer - Address - Phone:</u> Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz 561-997-8070</p> <p><u>Contract Date:</u> September 26, 2006 <u>Final Contract Amount:</u> \$1,884,000.00 <u>Completion Date:</u> April 11, 2007 <u>Length of Contract:</u> 210 days <u>Project Description:</u> 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><u>Project Name:</u> Decommissioning of Pelican Bay Wastewater Treatment Plant</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><u>Engineer - Address - Phone:</u> Hazen and Sawyer 2101 Corporate Boulevard, Suite 303 Boca Raton, Florida 33431 Kurt Pfeffer 561-997-8070</p> <p><u>Contract Date:</u> February 8, 2006 <u>Final Contract Amount:</u> \$72,500.00 <u>Completion Date:</u> July 30, 2006</p>
<p><u>Project Name:</u> Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton</p> <p><u>Owner - Address - Project Manager:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Claude Nesbitt</p> <p><u>Engineer - Address - Phone:</u> Wilson Miller, Inc. 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pager 800-649-4336</p> <p><u>Contract Date:</u> March 30, 2006 <u>Final Contract Amount:</u> \$162,723.43 <u>Completion Date:</u> February 28, 2007</p>	<p><u>Project Name:</u> Reclaimed Water Aquifer Storage and Recovery</p> <p><u>Owner - Address - Project Manager:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Alicia Abbott</p> <p><u>Engineer - Address:</u> Water Resource Solution 1388 Colonial Boulevard Fort Myers, Florida 33907 Lloyd Horvath</p> <p><u>Contract Date:</u> April 5, 2006 <u>Final Contract Amount:</u> \$4,658,515.28 <u>Completion Date:</u> June 6, 2007 <u>Project Description:</u> 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

<p><u>Project Name:</u> Tigertail Sewer District Wastewater Collection System Expansion</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><u>Engineer - Address - Phone:</u> Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p><u>Contract Date:</u> March 7, 2006 <u>Final Contract Amount:</u> \$2,920,703.33 <u>Completion Date:</u> December 21, 2006 <u>Project Description:</u> 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><u>Project Name:</u> Pads for MBR and Equipment</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><u>Engineer - Address - Phone:</u> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p><u>Contract Date:</u> March 13, 2006 <u>Final Contract Amount:</u> \$183,000.00 <u>Completion Date:</u> May 13, 2006</p>
<p><u>Project Name:</u> Rosemary Park Paving & Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> April 5, 2006 <u>Final Contract Amount:</u> \$831,805.33 <u>Completion Date:</u> November 1, 2006</p>	<p><u>Project Name:</u> Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p><u>Engineer - Address:</u> Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p><u>Contract Date:</u> May 2, 2006 <u>Final Contract Amount:</u> \$193,287.00 <u>Completion Date:</u> July 19, 2006</p>
<p><u>Project Name:</u> Dortch Ave. Drainage & Paving Impvs. Hampton Street Sidewalk Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> March 15, 2006 <u>Final Contract Amount:</u> \$316,400.50 <u>Completion Date:</u> August 1, 2006</p>	<p><u>Project Name:</u> Lehigh Acres Interconnect with The City of Fort Myers</p> <p><u>Owner - Address - Project Manager - Phone:</u> Florida Governmental Utility Authority 1229 Homestead Rd. N. Lehigh Acres, FL 33936 (239) 368-1615</p> <p><u>Engineer - Address - Phone:</u> Malcom Pirnie, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-5550</p> <p><u>Contract Date:</u> June 15, 2006 <u>Final Contract Amount:</u> \$2,884,382.00 <u>Completion Date:</u> April 2007</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ _____ 5% _____

KNOW ALL MEN BY THESE PRESENTS, that Douglas N. Higgins, Inc.

hereinafter called the Contractor (Principal), and Hartford Accident and
Indemnity Company

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner.

(Obligee), in the sum of: five percent of attached bid

_____ DOLLARS (\$ 5%), for the
payment for which we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of the North Simonton Stormwater Emergency Outfall, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

NORTH SIMONTON STORMWATER EMERGENCY OUTFALL

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 Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

476166A.GN1

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 Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 16th day of April, 2014.

Douglas N. Higgins, Inc.
Principal

By: Kelley A. Wilkie
Kelley A. Wilkie, Vice-President

Hartford Accident and Indemnity Company
Surety

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



END OF SECTION

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 April 16, 2014.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President