

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

**BID FORM**

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ITB #12-005/George Street Stormwater Basin Improvements

CH2M HILL Project No.: 427475

City of Key West Project No.: ST 0802

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

Name: Dan Higgins

Telephone: (734) 996-9500

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the 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.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 425 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 455 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

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 substantial completion.

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.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

"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."

COMBINED UNIT PRICE AND LUMP SUM WORK

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.

UNIT PRICE SCHEDULE

Unit prices have been computed in accordance with Paragraph 11.03.C of the General Conditions and Section 01025, Measurement and Payment, Paragraph 1.07B.

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.

CONTINGENCY ALLOWANCE

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 Change Order. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work.

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for the Building Permit 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).

KEY ENERGY SERVICE ALLOWANCE

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

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1	<b>General</b>				
1.1	Performance and Payment Bonds	1	EA	\$34,500.00	\$34,500.00
1.2	Mobilization	1	LS	\$75,000.00	\$75,000.00
1.3	Demobilization	1	LS	\$25,000.00	\$25,000.00
1.4	General and Supplementary Conditions	1	LS	\$276,000.00	\$276,000.00
1.5	MOT	1	LS	\$11,000.00	\$11,000.00
1.6	Certified AutoCad As-built	1	LS	\$5,200.00	\$5,200.00
1.7	Surveyor	1	LS	\$10,500.00	\$10,500.00
2	<b>Trench Excavation, Backfill and Storm Pipe</b>				
2.1	24-inch PVC SDR 41 Storm Pipe				
2.1.1	4 to 6 Feet Deep	100	LF	\$185.00	\$18,500.00
2.1.2	6 to 8 Feet Deep	70	LF	\$400.00	\$28,000.00

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
2.2	<b>30-inch PVC SDR 51 Storm Pipe</b>				
2.2.1	4 to 6 Feet Deep	1,180	LF	\$ 300.00	\$354,000.00
2.2.2	6 to 8 Feet Deep	300	LF	\$ 327.00	\$ 98,100.00
2.2.3	8 to 10 Feet Deep	100	LF	\$ 380.00	\$ 38,000.00
2.3	<b>24-inch CLDI Storm Pipe</b>				
2.3.1	4 to 6 Feet Deep	55	LF	\$ 216.00	\$ 11,880.00
2.4	<b>18-inch CPE Storm Pipe</b>				
2.4.1	4 to 6 Feet Deep	210	LF	\$ 122.00	\$ 25,620.00
2.5	<b>24-inch CPE Storm Pipe</b>				
2.5.1	4 to 6 Feet Deep	100	LF	\$ 135.00	\$ 13,500.00
2.5.2	6 to 8 Feet Deep	70	LF	\$ 158.00	\$ 11,060.00
2.6	<b>30-inch CPE Storm Pipe</b>				
2.6.1	4 to 6 Feet Deep	20	LF	\$ 200.00	\$ 4,000.00
2.6.2	6 to 8 Feet Deep	20	LF	\$ 215.00	\$ 4,300.00
2.7	<b>36-inch CPE Storm Pipe</b>				
2.7.1	4 to 6 Feet Deep	75	LF	\$ 200.00	\$ 15,000.00
3	<b>Catch Basins, Inlets, and Manholes</b>				
3.1	Type J-8 MH	4	EA	\$ 11,500	\$ 46,000.00
3.2	Inlet Type F	7	EA	\$ 9,500	\$ 66,500.00
4	<b>Pump Station with Diversion Structure and Vortex Unit</b>	1	LS	\$ 1,247,130.00	\$ 1,247,130.00
5	<b>Stormwater Wells</b>				
5.1	Installation of Wells	2	EA	\$ 46,000.00	\$ 92,000.00
5.2	Wellhead Structure	2	EA	\$ 30,000.00	\$ 60,000.00
5.3	Well Testing	2	EA	\$ 525.00	\$ 1050.00

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
6	Dewatering	1	LS	\$ 80,000.00	\$ 80,000.00
7	Florida Trench Safety Act Compliance	1	LS	\$ 24,000.00	\$ 24,000.00
8	Pavement				
8.1	Pavement Removal and Replacement	2500	SY	\$ 36.00	\$ 90,000.00
8.2	Pavement 70 Mills Thermoplastic Stripping	500	LF	\$ 1.60	\$ 800.00
9	Concrete				
9.1	Sidewalk (4-inch depth)	7000	SF	\$ 8.25	\$ 57,750.00
9.2	Driveway (6-inch depth)	700	SF	\$ 9.50	\$ 6,650.00
9.3	FDOT Type F Curb, Mod (4") (Valley Gutter and Type D Included)	1700	LF	\$ 40.00	\$ 68,000.00
9.4	Water Meter Box Replacement	1	EA	\$ 360.00	\$ 360.00
10	Buried V-405 Valves				
10.1	24-inch Valve	1	EA	\$ 12,000.00	\$ 12,000.00
10.2	30-inch Valve	1	EA	\$ 20,000.00	\$ 20,000.00
11	2-inch Manual Air Release Assembly	3	EA	\$ 4,400.00	\$ 13,200.00
12	Pipeline Abandonment	1	LS	\$ 5,800.00	\$ 5,800.00
13	Demolition	1	LS	\$ 19,250.00	\$ 19,250.00
14	Water Service Removal and Replacement	10	EA	\$ 765.00	\$ 7,650.00
15	Sanitary Sewer Service Removal and Replacement	10	EA	\$ 900.00	\$ 9,000.00
16	Emergency Generator with Concrete Platform	1	LS	\$ 194,000.00	\$ 194,000.00
17	Outfall Structure at Pond	1	LS	\$ 14,000.00	\$ 14,000.00
18	Soft Digs	20	EA	\$ 185.00	\$ 3,700.00
Total of All Extended Bid Unit Prices					\$ 3,198,000.00

Contingency Allowance \$200,000.00

Building Permit Allowance \$50,000.00

Key Energy Service Allowance \$45,000.00

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:

Three Million Four Hundred Ninety Three Thousand Dollars

(Amount written in words has precedence)

and 00 Cents

\$ 3,493,000.00

**TOTAL BASE BID** \$ 3,493,000.00

#### SUBCONTRACTORS

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

Affordable Asphalt  
Name

PO Box 1632 Islamorada FL 33036  
Street City State Zip

Bella / EG Braswell  
Name

111 US 1 Key West FL 33040  
Box 110 / 5562nd Ave City State Zip

Jaffer Well Drilling  
Name

1451 SE 9th CT Hialeah FL 33010  
Street City State Zip

427475A.GN1

Nearshore Electric

Name

5680 1st Ave

Street

Key West

City

FL

State

33040

Zip

**Surety**

Hartford Accident & Indemnity Co. whose address is

2401 Big Beaver Troy

Street

City

MI

State

48007

Zip

**Bidder**

The name of the Bidder submitting this Bid is \_\_\_\_\_

Douglas N. Higgins, Inc.

doing business at

3390 Travis Pointe Rd Suite A

Street

Ann Arbor

City

MI

State

48108

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

R Suzanne Hawker - Secretary / Treasurer

Daniel Higgins, William Higgins, James Sweet & Kelly Wilkie Vice President



**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 29<sup>th</sup> day of November 2011.

(SEAL)

Douglas N. Higgins, Inc.  
Name of Corporation

By: Kelly A. Wilkie

Title: Vice-President

Attest: R. Suzanne Hawke  
Secretary

**END OF SECTION**

ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~ <sup>Michigan</sup> )  
 : SS  
COUNTY OF ~~MONROE~~ <sup>Washtenaw</sup> )

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

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

Sworn and subscribed before me this 29th day of November, 2011

R. Suzanne Hawker  
NOTARY PUBLIC, State of Florida Michigan  
at Large

**R. SUZANNE HAWKER**  
Notary Public, Washtenaw County, MI  
My Commission Expires Mar 7, 2017

My Commission Expires: \_\_\_\_\_

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 George Street Stormwater Basin Improvements, 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)  
November 29, 2011  
(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 29th of November, 2011.

My commission expires:

**R. SUZANNE HAWKER**  
Notary Public, Washtenaw County, MI  
My Commission Expires Mar 7, 2017

R. Suzanne Hawker  
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  
Address  
Ann Arbor, MI 48108

Kelly A. Wilkie  
Signature

Kelly A. Wilkie  
Print Name

Vice-President  
Title

DATE: November 29, 2011

## CITY OF KEY WEST WELL DRILLER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared by me or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I CHARLES DELISI am a duly licensed Florida Water Well Contractor whose contracting business, equipment and employees are properly structured as required by Florida State Statute 373 into a business unit operating under my direct control and physical supervision.

Business Name;

Florida Water Well Contractor License Number:

JAFFER WELL DRILLING

# 11162

Street Name and Number:

1451 SE 9th Ct.

City:

Hialeah

State:

FL

Zip Code:

33010

Telephone: 305-576-7363 Facsimile: 305-573-8711


I hereby certify that I am familiar with and agree to abide by all applicable local, state, and federal regulations pertaining to repair, installation, and construction, of wells within the State of Florida for the duration of this contract: **George Street Stormwater Basin Improvements** for the City of Key West. I shall abide by the applicable regulations and where occasional conflicts may occur exist between the City's bid specifications and any and all applicable local, state, and federal, regulation(s) the pertinent applicable regulation(s) shall control. These include but are not limited to the following requirements:

- a. Chapter 62-528 UIC Well Regulations, Florida Administrative Code and water well construction standards.
- b. Chapter 62-531 Water Well Contractor Licensing Requirements
- c. Chapter 62-532 Water Well Permitting and Construction Requirements
- d. ASTM C150 Specifications for Portland Cement
- e. AWWA A100 Standards for Water Wells.
- f. These include but are not limited to the following requirements:
  - Neat Cement to be from bottom of casing to top of casing (60 feet).

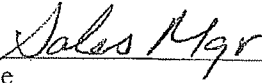
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- Neat Cement to be completed in appropriate methods utilizing tremie pipe.
- No Additives may be used in the neat cement without the FDEP permission. Based on site conditions documented by geophysical logs.
- Maintenance of geophysical logs is required.

- g. Licensed Well Driller shall be on site at all times during well operations.
- h. Well driller to submit FDEP well completion report with SFWMD well completion report within 2 days of completion to FDEP.



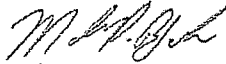
Signature



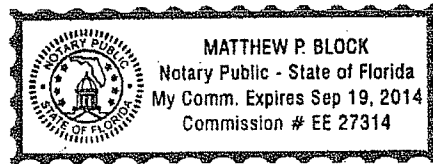
Title

Sworn and subscribed before me this 22<sup>nd</sup> day of 2011

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 11/22/2011



**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.
  
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>



# 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 INC. CtlNbr:0004241  
Location Addr 3390 TRAVIS POINTE STE A RD  
Lic NBR/Class 12-00004242 CONTRACTOR - CERT UNDERGROUND UTILITY  
Issue Date: July 15, 2011 Expiration Date:September 30, 2012  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75  
Comments:

This document must be prominently displayed.

DOUGLAS N HIGGINS INC.  
3390 TRAVIS POINTE RD STE A  
ANN ARBOR MI 48108

DOUGLAS N. HIGGINS, INC

Oper: CWALKER Type: OC Drawer: 1  
Date: 7/18/11 54 Receipt no: 86071  
2012 4242  
OR LIC OCCUPATIO 1 \$309.75  
Trans number: 2652608  
CK CHECK 15938 \$619.50

Trans date: 7/18/11 Time: 8:41:36

# 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 12-00022114 CONTRACTOR - CERT GENERAL CONTRACTOR  
Issue Date: July 15, 2011 Expiration Date:September 30, 2012  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75  
Comments:

This document must be prominently displayed.

DOUGLAS N. HIGGINS (CGC)  
3390 TRAVIS POINTE STE A RD  
ANN ARBOR MI 48108

DOUGLAS N. HIGGINS, INC

Oper: CWALKER Type: OC Drawer: 1  
Date: 7/18/11 54 Receipt no: 86071  
2012 22114  
OR LIC OCCUPATIO 1 \$309.75  
Trans number: 2652607  
CK CHECK 15938 \$619.50

Trans date: 7/18/11 Time: 8:41:36



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

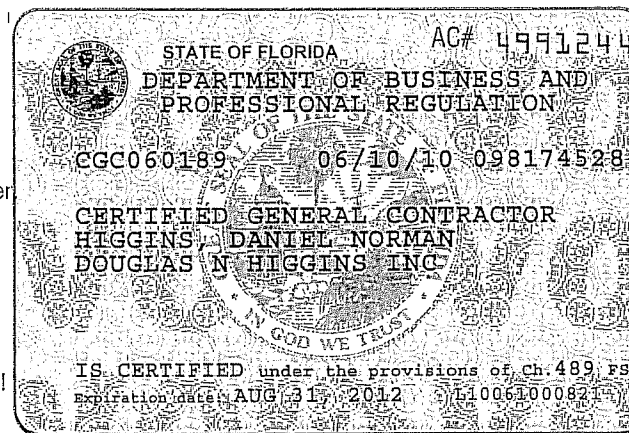
(850) 487-1395

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

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

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.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.



DETACH HERE

AC# 4991244

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10061000821

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 06/10/2010, 098174528, CGC060189

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

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

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

# 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

**BIDDER'S CHECKLIST**

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

- |     |  |       |
|-----|--|-------|
| 1.  | All Contract Documents thoroughly read and understood.   | [ ✓ ] |
| 2.  | All blank spaces in Proposal filled in, using black ink.   | [ ✓ ] |
| 3.  | Total and unit prices added correctly.   | [ ✓ ] |
| 4.  | Addenda acknowledged.  | [ ✓ ] |
| 5.  | Subcontractors are named as indicated in the Proposal.   | [ ✓ ] |
| 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.  | [ ✓ ] |

DISCLOSURE OF LOBBYING ACTIVITIES

N/A

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

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

<p><b>10. a. Name and Address of Lobbying Entity</b>  <i>(if individual, last name, first name, MI):</i></p>     <p><i>(attach Continuation Sheet(s))</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>     <p><i>SF-LLLA, if necessary)</i></p>
<p><b>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.</b></p>	<p><b>Signature:</b>          _____          _____</p> <p><b>Print Name:</b>          _____          _____</p> <p><b>Title:</b>          _____          _____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b> _____          _____</p>
<p><b>Federal Use Only:</b></p>	<p>Authorized for Local          Reproduction          Standard Form – LLL (Rev 7 –          97)</p>

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: NOV. 29, 2011

I, Kelly A. Wilkie, hereby  
 declare that I am Vice-President <sup>(NAME)</sup> of Douglas N. Higgins, Inc.  
 Of Ann Arbor Michigan <sup>(TITLE)</sup> <sup>(FIRM)</sup>  
Ann Arbor Michigan <sup>(CITY AND STATE)</sup>  
 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 W. Higgins, Inc.  
(Seal)

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

WITNESS: [Signature]

BY: Kelly A. Wilkie  
SIGNATURE

WITNESS: [Signature]

Executed on this 29th day of November, 2011

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

FLORIDA TRENCH SAFETY ACT COMPLIANCE  
Trench Excavation Safety System and Shoring

CERTIFICATION

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

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

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Shoring</u>	<u>LF</u>	<u>2130</u>	<u>\$10.00</u>	<u>\$21,300.00</u>
B. <u>Sheeting</u>	<u>LS</u>	<u>1</u>	<u>\$2,700.00</u>	<u>\$2,700.00</u>

Kelly A. Wilkie  
Signature  
November 29, 2011  
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 29th day of November, 2011.

R. Suzanne Hawker  
Notary Public

(Seal)

MY COMMISSION EXPIRES: R. SUZANNE HAWKER  
Notary Public, Washtenaw County, MI  
My Commission Expires Mar 7, 2017

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 <sup>11/29</sup> 2011

By

Kelly A. Wilkie

Authorized Signature/Contractor

Kelly A. Wilkie, Vice-President

Typed Name/Title

Douglas N. Higgins, Inc.

Contractor's Firm Name

3390 Travis Pointe Rd. Suite A

Street Address

Building, Suite Number

Ann Arbor, MI 48108

City/State/Zip Code

(734) 996-9580

Area Code/Telephone Number

427475

00 44 04

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> CAT Operations &amp; Administration Center Pump Station and Force Main Connection</p> <p><b>Owner - Address - Project Manager:</b> Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p><b>Engineer:</b> Q. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p><b>Contract Date:</b> February 14, 2008 <b>Final Contract Amount:</b> \$133,673.04 <b>Completion Date:</b> May 1, 2008</p> <p><b>Project Description:</b> Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.</p>	<p><b>Project Name:</b> San Marco Master Lift Station</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p><b>Engineer - Address - Phone:</b></p> <p><b>Contract Date:</b> January 2, 2008 <b>Final Contract Amount:</b> \$833,615.61 <b>Completion Date:</b></p> <p><b>Project Description:</b> Construct new 800 GPM Master Lift Station</p>
<p><b>Project Name:</b> Irrigation Quality Water Project</p> <p><b>Owner - Address - Project Manager:</b> Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Damon Gonzales</p> <p><b>Engineer - Address - Phone:</b> Anchor Engineering</p> <p><b>Contract Date:</b> March 14, 2007 <b>Final Contract Amount:</b> \$1,213,474.52 <b>Completion Date:</b> January 15, 2008</p>	<p><b>Project Name:</b> Golden Gate WWTP and Injection Pump Station</p> <p><b>Owner - Address - Project Manager - Phone:</b> Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</p> <p><b>Engineer - Address - Phone:</b> Arcadis 2092 Old Arbor Ct. Sarasota, FL 34232 813-335-1799</p> <p><b>Contract Date:</b> August 17, 2008 <b>Final Contract Amount:</b> \$2,621,907.78 <b>Completion Date:</b> May 10, 2010</p> <p><b>Project Description:</b> 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><b>Project Name:</b> Treeline Master Pump Station</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Fort Myers 2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, E.I. (239) 332-6318</p> <p><b>Engineer - Address - Phone:</b> Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Trouteaud (239) 334-0046</p> <p><b>Contract Date:</b> July 1, 2008 <b>Final Contract Amount:</b> \$1,043,805.00 <b>Completion Date:</b> February, 2009</p> <p><b>Project Description:</b> 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><b>Project Name:</b> PS S-127 and S-133 Pump Refurbishment and Bearing Replace.</p> <p><b>Owner - Address - Project Manager - Phone:</b> South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p><b>Engineer - Address - Phone:</b> South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Teri Swartz</p> <p><b>Contract Date:</b> April 10, 2008 <b>Final Contract Amount:</b> \$3,947,723.00 <b>Completion Date:</b> July 2010</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> Gateway Triangle Stormwater Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>                      Collier County                      Stormwater Department                      2885 Horseshoe Drive                      Naples, Florida 34120-2528                      Shane Cox</p> <p><b>Engineer - Address:</b>                      HDR, Inc.                      200 West Forsyth Street                      Jacksonville, Florida 32202                      Laura Phillips</p> <p><b>Contract Date:</b> November 5, 2007  <b>Final Contract Amount:</b> \$1,021,336.78  <b>Completion Date:</b> July 28, 2008</p> <p><b>Project Description:</b>                      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><b>Project Name:</b> Marco Island North Barfield &amp; North Marco Sanitary Sewer District</p> <p><b>Owner - Address - Project Manager - Phone:</b>                      City of Marco Island                      50 Bald Eagle Drive                      Marco Island, FL 34145                      Mr. James Miller                      239-389-5011</p> <p><b>Engineer - Address - Phone:</b>                      Bolye Engineering                      4415 Metro Parkway, Suite 104                      Fort Myers, FL 33916                      Fred Mittl                      239-278-7996</p> <p><b>Contract Date:</b> March 1, 2007</p> <p><b>Final Contract Amount:</b> North Marco \$4,644,806.99                      North Barfield \$7,270,729.37</p> <p><b>Completion Date:</b> North Marco May 11, 2008                      North Barfield March 24, 2008</p>
<p><b>Project Name:</b> NCWRF MLE Bleach Project Phase 2, Mechanical</p> <p><b>Owner - Address - Project Manager:</b>                      Collier County                      Public Utilities Engineering Department                      3301 Tamiami Trail, East, Building H                      Naples, Florida 34112                      Dianna Dueri</p> <p><b>Engineer - Address - Phone:</b>                      Hole Montes                      950 Encore Way                      Naples, Florida 34110                      Jerry Taricska 239-254-2000</p> <p><b>Contract Date:</b> September 17, 2007  <b>Final Contract Amount:</b> \$336,412.49  <b>Completion Date:</b> June 17, 2008</p> <p><b>Project Description:</b>                      Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.</p>	<p><b>Project Name:</b> Rehabilitation of Master Pump Station 316</p> <p><b>Owner - Address - Project Manager:</b>                      Collier County                      Public Utilities Engineering Department                      3301 Tamiami Trail East, Building H                      Naples, Florida 34112                      Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b>                      Q. Grady Minor &amp; Associates                      3800 Via Del Rey                      Bonita Springs, Florida 34134                      David Schmitt                      239-947-1144</p> <p><b>Contract Date:</b> November 16, 2007  <b>Final Contract Amount:</b> \$765,823.34  <b>Completion Date:</b> June 3, 2008</p> <p><b>Project Description:</b>                      Full rehab 800 GPM Master Pump Station</p>
<p><b>Project Name:</b> Rehabilitation of Master Pump Station 318</p> <p><b>Owner - Address - Project Manager - Phone:</b>                      Collier County                      Public Utilities Engineering Department                      3301 Tamiami Trail East, Building H                      Naples, Florida 34112                      Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b>                      Q. Grady Minor &amp; Associates                      3800 Via Del Rey                      Bonita Springs, Florida 34134                      David Schmitt                      239-947-1144</p> <p><b>Contract Date:</b> October 9, 2007  <b>Final Contract Amount:</b> \$789,070.59  <b>Completion Date:</b> June 10, 2008</p> <p><b>Project Description:</b>                      Fully rehab 3000 GPM Master Pump Station</p>	<p><b>Project Name:</b> NCRWTP Chemical Laboratory Ventilation Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>                      Collier County                      Public Utilities Engineering Department                      3301 Tamiami Trail East, Building H                      Naples, Florida 34112                      Tom Chmelik                      239-732-2575</p> <p><b>Engineer - Address - Phone:</b>                      TLC Engineering                      1400 Colonial Boulevard, Suite 203                      Fort Myers, Florida 33907                      Nicholas L. Mancuso                      239-275-4240</p> <p><b>Contract Date:</b> March 13, 2007  <b>Final Contract Amount:</b> \$749,367.67  <b>Completion Date:</b> November 30, 2008</p> <p><b>Project Description:</b>                      Replace complete HVAC system including air handler, ductwork, exhaust fans, condenser and rehab fume hoods</p>



EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> Connection to Water Main - Marco Shores</p> <p><b>Owner - Address - Project Manager:</b>  City of Marco Island  Public Works  50 Bald Eagle Drive  Marco Island, Florida 34145  James Miller</p> <p><b>Engineer - Address - Phone:</b></p> <p><b>Contract Date:</b> April 26, 2007  <b>Final Contract Amount:</b> \$188,000.00  <b>Completion Date:</b> August 31, 2007</p>	<p><b>Project Name:</b> Collier County NCRWTP AND SCRWTP Sand Separators</p> <p><b>Owner - Address - Project Manager - Phone:</b>  Collier County Public Utilities  3301 East Tamiami Trail  Naples, Florida 34112  Diana Dueri</p> <p><b>Engineer - Address - Phone:</b>  Hazen and Sawyer</p> <p><b>Contract Date:</b> December 20, 2007  <b>Final Contract Amount:</b> \$1,453,249.71  <b>Completion Date:</b> July 17, 2009  <b>Project Description:</b>  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><b>Project Name:</b> SCRWTP Raw Water Transmission Main &amp; Appurtenances for Raw Water Wells 39S, 40S, 41S &amp; 42S</p> <p><b>Owner - Address - Project Manager - Phone:</b>  Collier County  Public Utilities Engineering Department  3301 Tamiami Trail, Building H  Naples, Florida 34112  Peter Schalt</p> <p><b>Engineer - Address - Phone:</b>  Hazen &amp; Sawyer  2101 Corporate Boulevard, Suite 301  Boca Raton, Florida 33431  Albert Muniz  561-997-8070</p> <p><b>Contract Date:</b> September 26, 2006  <b>Final Contract Amount:</b> \$1,884,000.00  <b>Completion Date:</b> April 11, 2007  <b>Project Description:</b>  Installed 3500 lf of 16-inch HDPE raw water transmission main along with four new raw water wells. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of pigging stations and electrical enclosures.</p>	<p><b>Project Name:</b> Decommissioning of Pelican Bay Wastewater Treatment Plant</p> <p><b>Owner - Address - Project Manager - Phone:</b>  Collier County  Public Utilities Engineering Department  3301 Tamiami Trail East, Building H  Naples, Florida 34112  Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b>  Hazen and Sawyer  2101 Corporate Boulevard, Suite 303  Boca Raton, Florida 33431  Kurt Pfeffer  561-997-8070</p> <p><b>Contract Date:</b> February 8, 2006  <b>Final Contract Amount:</b> \$72,500.00  <b>Completion Date:</b> July 30, 2006</p>
<p><b>Project Name:</b> Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton</p> <p><b>Owner - Address - Project Manager:</b>  Collier County  Public Utilities Engineering Department  3301 Tamiami Trail East, Building H  Naples, Florida 34112  Claude Nesbitt</p> <p><b>Engineer - Address - Phone:</b>  Wilson Miller, Inc.  3200 Bailey Lane, Suite 200  Naples, Florida 34105  Craig Pager  800-649-4336</p> <p><b>Contract Date:</b> March 30, 2006  <b>Final Contract Amount:</b> \$162,723.43  <b>Completion Date:</b> February 28, 2007</p>	<p><b>Project Name:</b> Reclaimed Water Aquifer Storage and Recovery</p> <p><b>Owner - Address - Project Manager:</b>  Collier County  Public Utilities Engineering Department  3301 Tamiami Trail East, Building H  Naples, Florida 34112  Alicia Abbott</p> <p><b>Engineer - Address:</b>  Water Resource Solution  1388 Colonial Boulevard  Fort Myers, Florida 33907  Lloyd Horvath</p> <p><b>Contract Date:</b> April 5, 2006  <b>Final Contract Amount:</b> \$4,658,515.28  <b>Completion Date:</b> June 6, 2007  <b>Project Description:</b>  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><b>Project Name:</b> Tigertail Sewer District Wastewater Collection System Expansion</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><b>Engineer - Address - Phone:</b> Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittle 239-278-7996</p> <p><b>Contract Date:</b> March 7, 2006 <b>Final Contract Amount:</b> \$2,920,703.33 <b>Completion Date:</b> December 21, 2006</p>	<p><b>Project Name:</b> Pads for MBR and Equipment</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><b>Engineer - Address - Phone:</b> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p><b>Contract Date:</b> March 13, 2006 <b>Final Contract Amount:</b> \$183,000.00 <b>Completion Date:</b> May 13, 2006</p>
<p><b>Project Name:</b> Rosemary Park Paving &amp; Drainage Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><b>Contract Date:</b> April 5, 2006 <b>Final Contract Amount:</b> \$831,805.33 <b>Completion Date:</b> November 1, 2006</p>	<p><b>Project Name:</b> Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p><b>Engineer - Address:</b> Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p><b>Contract Date:</b> May 2, 2006 <b>Final Contract Amount:</b> \$193,287.00 <b>Completion Date:</b> July 19, 2006</p>
<p><b>Project Name:</b> Dortch Ave. Drainage &amp; Paving Impvs. Hampton Street Sidewalk Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><b>Contract Date:</b> March 15, 2006 <b>Final Contract Amount:</b> \$316,400.50 <b>Completion Date:</b> August 1, 2006</p>	<p><b>Project Name:</b> Lehigh Acres Interconnect with The City of Fort Myers</p> <p><b>Owner - Address - Project Manager - Phone:</b> Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</p> <p><b>Engineer - Address - Phone:</b> Malcom Pimie, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-5550</p> <p><b>Contract Date:</b> June 15, 2006 <b>Final Contract Amount:</b> \$2,884,382.00 <b>Completion Date:</b> April 2007</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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

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

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> SCWTP Rehab Reactor #1</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities Planning                  &amp; Project Management                  3301 East Tamiami Trail                  Naples, FL 34112                  (239) 252-4218</p> <p><b>Engineer - Address - Phone:</b>                  N/A</p> <p><b>Contract Date:</b> July 28, 2009  <b>Final Contract Amount:</b> \$97,400.00  <b>Completion Date:</b> December 3, 2009</p>	<p><b>Project Name:</b> Master Pump Station 302 Rehabilitation</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities Planning                  &amp; Project Management                  3301 East Tamiami Trail                  Naples, FL 34112                  (239) 252-4218</p> <p><b>Engineer - Address - Phone:</b>                  Q. Grady Minor &amp; Associates, P.A.                  David Schmitt                  3800 Via Del Rey                  Bonita Springs, FL 34134</p> <p><b>Contract Date:</b> November 10, 2008  <b>Final Contract Amount:</b> \$2,011,347.57  <b>Completion Date:</b> April 30, 2010</p> <p><b>Project Description:</b>                  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><b>Project Name:</b> Magnolia Pond Drive Stormwater Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Stormwater Dept.                  2885 S. Horseshoe Drive                  Naples, FL 34104                  Val Prince                  (239) 252-5879</p> <p><b>Engineer - Address - Phone:</b>                  Q. Grady Minor &amp; Associates                  3800 Via Del Rey                  Bonita Springs, FL 34134                  David Schmitt, P.E.                  (239) 947-1144</p> <p><b>Contract Date:</b> June 29, 2009  <b>Final Contract Amount:</b> \$86,775.00  <b>Completion Date:</b> October 2, 2009</p>	<p><b>Project Name:</b> Year 4 Sewer Districts Wastewater Lift                  Stations - Phase One and Two</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Marco Island Utilities                  50 Bald Eagle Drive                  Marco Island, FL 34145                  James Miller, Public Works                  (239) 394-3880</p> <p><b>Engineer - Address - Phone:</b>                  Boyle Engineering Corp.                  4415 Metro Pkwy., Ste. 404                  Ft. Myers, FL 33916                  (239) 278-7996</p> <p><b>Contract Date:</b> May 20, 2008  <b>Final Contract Amount:</b> \$1,777,185.54  <b>Completion Date:</b> April 23, 2010</p> <p><b>Project Description:</b>                  Installed reinforced concrete wet wells, valve vaults, master                  manholes, hatch covers &amp; 12-inch sanitary sewer from master                  manholes to wet well for 19 lift stations.</p>
<p><b>Project Name:</b> Master Pump Station 101 Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3301 E. Tamiami Trail, Bldg. H                  Naples, FL 34112                  (239) 252-4285</p> <p><b>Engineer - Address - Phone:</b>                  Agnoli, Barber &amp; Brundage, Inc.                  7400 Tamiami Trail N., Ste. 200                  Naples, FL 34108                  (239) 597-3111</p> <p><b>Contract Date:</b> November 30, 2009  <b>Final Contract Amount:</b> \$147,534.62  <b>Completion Date:</b> August 6, 2010</p> <p><b>Project Description:</b>                  Install forcemain and generator at MPS 101</p>	<p><b>Project Name:</b> Port of the Islands Mechanical &amp; Electrical                  Work at Water Well No. 3</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Port of the Island Community Improvement                  District</p> <p><b>Engineer - Address - Phone:</b>                  Hole Montes, Inc.                  950 Encore Way                  Naples, FL 34110                  (239) 254-2000</p> <p><b>Contract Date:</b> December 21, 2009  <b>Final Contract Amount:</b> \$169,398.99  <b>Completion Date:</b> June 2, 2010</p> <p><b>Project Description:</b>                  Mechanical &amp; 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><b>Project Name:</b> Mackle Park Phase 3 (A) Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>  City of Marco Island  50 Bald Eagle Drive  Marco Island, FL 34145</p> <p><b>Engineer - Address - Phone:</b>  American Engineering Consultants of Marco Island, Inc.  573 Bald Eagle Drive  Marco Island, FL 34145  (239) 394-1697</p> <p><b>Contract Date:</b> January 19, 2010  <b>Final Contract Amount:</b> \$240,100.00  <b>Completion Date:</b> April 30, 2010  <b>Project Description:</b>  Park renovations to include: New asphalt walkway around lake, new bollard lighting, new lake fountain, new polygon shelter</p>	<p><b>Project Name:</b> Isle of Capri - Phase I Water Main Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>  Collier County Public Utilities  3301 Tamiami Trail East  Naples, FL 34112  Diana Dueri  239-252-4218</p> <p><b>Engineer - Address - Phone:</b>  David Schmitt, P.E.  Q. Grady Minor  3800 Via Del Rey  Bonita Springs, FL 34134  239-947-1144</p> <p><b>Contract Date:</b> April 29, 2010  <b>Final Contract Amount:</b> \$906,080.33  <b>Completion Date:</b> January 2, 2011  <b>Project Description:</b>  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><b>Project Name:</b> Winterberry Drive &amp; South Heathwood Drive Water Main Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>  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><b>Engineer - Address - Phone:</b>  AECOM Technical Services, Inc.  4415 Metro Parkway, Suite 404  Fort Myers, FL 33916  Alfred J. Mittl, P.E.  239-278-7996</p> <p><b>Contract Date:</b> March 4, 2010  <b>Final Contract Amount:</b> \$130,881.37  <b>Completion Date:</b> October 29, 2010  <b>Project Description:</b>  18" Interconnect to existing 36" ductile iron watermain</p>	<p><b>Project Name:</b> MPS 104 Reclaimed Water Main Supp</p> <p><b>Owner - Address - Project Manager - Phone:</b>  Collier County Public Utilities  3301 E. Tamiami Trail  Naples, FL 34112  Shanthi Sridhar  239-252-4285</p> <p><b>Engineer - Address - Phone:</b>  Greeley and Hansen  1567 Hayley Lane, Suite 201  Fort Myers, FL 33907  Kevin Higginson, P.E.  239-226-9660</p> <p><b>Contract Date:</b> April 27, 2011  <b>Final Contract Amount:</b> \$245,908.88  <b>Completion Date:</b> January 21, 2011  <b>Project Description:</b>  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><b>Project Name:</b> Immokalee &amp; Everglades Intersection Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Board of Commissioners                  3301 Tamiami Trail East                  Naples, FL 33412</p> <p><b>Engineer - Address - Phone:</b>                  Collier County TECM                  2885 Horseshoe Dr.                  Naples, FL 34109</p> <p><b>Contract Date:</b> August 2, 2010  <b>Final Contract Amount:</b> \$50,108.00  <b>Completion Date:</b> November 8, 2010  <b>Project Description:</b>                  Subcontract Agreement with Better Roads, Inc.</p>	<p><b>Project Name:</b> Popash Creek Preserve Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Lee County Board of County Commissioners                  P.O. Box 398                  Fort Myers, FL 33902-0398</p> <p><b>Engineer - Address - Phone:</b>                  T.Y. Lin International                  2400 First St., Ste. 200                  Fort Myers, FL 33901                  Richard White Jr., P.E.                  (239) 332-4846</p> <p><b>Contract Date:</b> December 14, 2010  <b>Final Contract Amount:</b> \$1,035,426.46  <b>Completion Date:</b> June 30, 2011  <b>Project Description:</b>                  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><b>Project Name:</b> North County Water Reclamation Facility Flow Meter Replacement, Phase 2</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Board of County Commissioners                  3301 East Tamiami Trail                  Naples, FL 34112                  Claude Nesbitt, Sr. Project Mgr.                  239-252-8380</p> <p><b>Engineer - Address - Phone:</b>                  Hole Montes                  950 Encore Way                  Naples, FL 34110                  239-254-2000</p> <p><b>Contract Date:</b> May 21, 2010  <b>Final Contract Amount:</b> \$192,994.05  <b>Completion Date:</b> December 6, 2010  <b>Project Description:</b>                  Furnish and install EQ Tank                  Furnish and install OX Ditch</p>	<p><b>Project Name:</b> Lee/Hendry County Construction of Injection Well Surface Facilities</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Lee County Board of County Commissioners                  P.O. Box 398                  Fort Myers, FL 33902-0398                  Keith Howard, Solid Waste                  239-533-8917</p> <p><b>Engineer - Address - Phone:</b>                  MWH Americas, Inc.                  14311 Metropolis Ave., Ste. 101                  Fort Myers, FL 33912                  Gordon Kennedy                  239-236-0011</p> <p><b>Contract Date:</b> January 25, 2011  <b>Final Contract Amount:</b> \$1,455,900.09  <b>Completion Date:</b>  <b>Project Description:</b>                  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><b>Project Name:</b> Lakes Park Water Quality Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>  Lee County Board of County Commissioners  P.O. Box 398  Fort Myers, FL 33902-0398  Anura Karuna-Muni  239-533-8131</p> <p><b>Engineer - Address - Phone:</b>  AIM Engineering &amp; Surveying, Inc.  5300 Lee Blvd.  Lehigh Acres, FL 33971  Lee Flynn, P.E.  239-332-4569</p> <p><b>Contract Date:</b> April 26, 2011  <b>Final Contract Amount:</b> \$487,985.00  <b>Completion Date:</b>  <b>Project Description:</b>  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><b>Project Name:</b> East Naples/Solana Road Pump Station Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>  City of Naples - Public Utilities Division  380 Riverside Circle  Naples, FL 34102  Dave Graff  239-213-4716</p> <p><b>Engineer - Address - Phone:</b>  Tetra Tech  201 East Pine Street, Ste. 1000  Naples, FL 34102  Jennifer Woodall, P.E.  407-839-3955</p> <p><b>Contract Date:</b> March, 2010  <b>Final Contract Amount:</b> \$2,500,000.00  <b>Completion Date:</b> February, 2011  <b>Project Description:</b>  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>
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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 29th day of November, 2011.

Douglas N. Higgins, Inc.

Principal

By: Kelly A. Wilkie  
Kelly A. Wilkie, Vice-President  
Hartford Accident and Indemnity Company

Surety

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

END OF SECTION

Dale O. Berlin  
Dale A. Ben  
Fl. Resident Agent  
Seftin & Co. 2001 NW 37th Ave.  
Miami, FL 33172 305 591 1030

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

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:**

*Dan Hines, Heather M. Johnson, Judy K. Macklem, Carol J. Youngs*  
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 January 22, 2004 the Companies have caused these presents to be signed by its Assistant 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.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, 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 Assistant 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

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant 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 .November 29, 2011.  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President