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

BID FORM (ADDENDUM 3)

To:	The City of Key West		
Address:	3140 Flagler Ave, Key West, Florida 33040		
Project Title:	Replacement of Tarpon Pier		
City of Key West Project No.: <u>ITB 12-030</u>			
Bidder's person to contact for additional information on this Bid:			
Name:	Matt Deluca		
Telephone:	(941) 465-8358		

BIDDER'S DECLARATION AND UNDERSTANDING

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

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 150 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 150 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 \$200 per day for each day that expires after the time specified for Final completion.

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

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



3140 Flagler St, Key West, Florida 33040

ADDENDUM #1

Replacement of Tarpon Pier Invitation to Bid: 12-030 29 August

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- The scope of work under this contract shall include the works identified on Attachment 1 Finger Pier tri-frame Bracing Replacement: Kingfish and Wahoo Piers
- Work shall be completed prior to commencement of demolition works on Tarpon Pier.
- A Revised Bid Sheet is a part of this Addendum
- The Bid due date remains unchanged as a result of this addendum
- Paragraph 13 of the INSTRUCTIONS TO BIDDERS is replaced with the following:

13. AWARD OF CONTRACT

The award will be made under one Contract by the Owner on the basis of the <u>Base Bid Plus Alternate Bid Item 1 and Alternate Bid Item 2</u> from the lowest, responsive, responsible Bidder. The Owner may award the Base Bid plus any of the alternates or elect to award the Base Bid only.

Within 60 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

The Owner reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

All Bidders shall acknowledge receipt and acceptance of this Addendum No-5-by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

Signature

Douglas N. Hiscins Inc. Name Of Business



3140 Flagler St, Key West, Florida 33040

ADDENDUM #2

Replacement of Tarpon Pier Invitation to Bid: 12-030 6 September 2012

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- Optional Site Visit: See attached list of attendees
- Engineers Estimate: \$1.5 million dollars
- The bid due date is NOT changed as a result of this Addendum
- ACOE/NOAA Permits: See attached permits. Contractor is required to comply with the Conditions of these permits and assist the City with the necessary documentation to close out these permits.
- Building Permits and Coral Relocation: Contractors are directed to item 17 of the General Conditions for information on these items.
- Insurance: In addition to the insurance requirements of the bid documents. Contractors shall also provide insurance which meets the following

The CONTRACTOR and his subcontractors will provide Workman's Compensation Insurance, U.S. Longshoremen and Harbor Workers Act, Jones Act, and Public Liability and Property Damage Insurance that must be approved prior to Commencement. The insurance amounts are as follows:

- A. Public Liability Insurance in an amount not less than \$1,000,000 for any one person and not less than \$1,000,000 for any one accident.
 - B. Property Damage Insurance in an amount not less than \$200,000.

All Bidders shall acknowledge receipt and acceptance of this Addendum No by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

Signature

Douglas N. Hissins Inc.



3140 Flagler St, Key West, Florida 33040

ADDENDUM #3

Replacement of Tarpon Pier Invitation to Bid: 12-030 10 September 2012

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- The Bid Form is replaced with the attached
- Attached is the FDEP Permit: Contractors shall comply with this permit and assist the City with all reporting requirements. (Assisting the City with permit reporting requirements shall also applies to the ACOE and NOAA permits)
- No change to the bid due date results from this addendum

Section 1

All Bidders shall acknowledge receipt and acceptance of this Addendum No-5-by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

Signature

Douglas D. Hoggins Inc.



3140 Flagler St, Key West, Florida 33040

ADDENDUM #4

Replacement of Tarpon Pier Invitation to Bid: 12-030 14 September 2012

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- Clarification: Sheet 6/9 Hans Wilson & Assoc. Plans. Note on right side of sheet states that the piles to remain are "18" sq mooring piles". Existing piles to remain are 12" square.
- Clarification TS-6.0: After the epoxy coating has cured per the manufacturers specifications, the epoxy coating pile shall be painted with two coats of a Two-Part Linear Polyurethane (PL) Coat with gray pigmentation from the Mean High Water mark to the top of the pile.
- Domestically Produced Seamless Steel Piling: In the event that the contractor can provide documentation that domestically produced pilings are not available, the City will consider other sources in compliance with Supplementary Condition 6.03.D.2
- Clarification: A portion of Addendum 2 provided clarification on Insurance. Delete this paragraph in addendum 2 and note the following:
 - o That Contractors shall provide insurance that complies with the requirements of Paragraph 5.04 of the Supplementary Conditions
 - o That additional endorsements covering requirements by USLH and Jones acts shall be provided. Specifically
 - 1. Longshore and Harbor Workers' Compensation Act Coverage Endorsement (WC 00 01 06 A)
 - 2. Maritime Coverage Endorsement (WC 00 02 01 A)
- No Change to the Bid Due Date is a result of this Addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5-by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-

responsive

Signature

Douglas N. Hissins Inc.



3140 Flagler St, Key West, Florida 33040

ADDENDUM #5

Replacement of Tarpon Pier Invitation to Bid: 12-030 17 September 2012

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

• The bid due date is changed to 26 September at 3pm

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-

responsive

Sionafure

Name Of Business Inc.



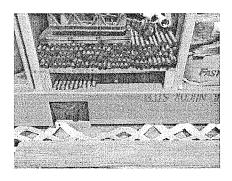
3140 Flagler St, Key West, Florida 33040

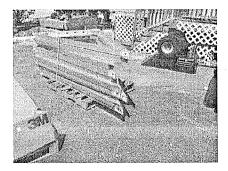
ADDENDUM #6

Replacement of Tarpon Pier Invitation to Bid: 12-030 18 September 2012

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- TS-6.2 Anchor piles will be tubular steel pipe, minimum ASTM A252 Grade 3 (modified 50 ksi minimum yield), welded or seamless (no spiral weld allowed).
- CITY SUPPLIED MATERIAL The city shall provide the contractor the following materials to be incorporated into this project (Reference Addendum 1: Bracing).
 - o 150 each stainless steel 8'-0 ½" threaded rods/nuts and bolts to be used on the bracing replacement portion of this work. All additional rods required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.
 - 10 Each hot dipped galvanized braces. All additional braces required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.





- Indemnification form: The attached indemnification forms replaces the form in section 43-18-1
- Supplementary Conditions Article 5.04G. Replace the *Indemnification Agreement* with the following:

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 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.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 6 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

Signatura

Name Of Business

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 inspection, testing, 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.

PERMITS:

Prior to issues of the Notice to Proceed the City will have obtained permits from FDEP and ACOE. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department.

Units	Unit Price	Total
LS	144,000-	144,000
ea	2,635	26,350
ea	1,055	10,550-
LS	151,041-	151,041-
sf	36.50	17,520-
sf	40,00	143,600-
sf	57.00	14,560-
ea	8,900 -	89,000-
ea	8,500 -	34,000-
ea	640-	8,960-
ea	8,200-	8,200 -
LS	54-	5,508-
LS	151,000 -	151,000-
LS	77,200	77,700-
LS	54,200-	54,200-
LS	68,400-	68,400-
LS	11,900-	11,900-
SF	15.00	65,250-
	Total Base Bid	1,081,239
sf	56,00	112,000 -
ea	500.00	9,000-
ea	(8,500-)	(34,000-)
ea	8,700-	217,500-
ea	840-	17,640-
ea	41.00	4,920-
sf	15.00	30,000 -
nate Bid	Item 1 (Finger Piers)	357,060
ea	1,725 -	158,700-
us Alteri	nate Bid Item 1 and 2	1,596,999
·····		
sf	No CHANGE	
sf	NO CHANGE	
as an A	dditive or deductive:	gamenosoda
_	as an A	sf No CHANGE as an Additive or deductive: lternate Bid Items 1, 2 and 3

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and No Cents	•	,	
TOTAL:			
LUMP SUM BID: (<u>BASE PLUS AI</u>	LTERNATE BID ITEM 1: 1	FINGER PIEI	<u>RS</u>)
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		(1	numerals)
SUBCONTRACTORS			
awarded subcontracts for the followi awarded the Contract: KEARNS CONSTRUCTION Name			
	e MIANI	general general	つつ、つ っ
		A com-	ファ しつ・
Street	E MIAMI City	State	Zip
Street GARY'S PLUMBING (P Name	•		-
GARY'S PLUMBING (P	OTABLE WATER / SEW	ER/FIRE	SYSTEMS
GARY'S PLUMBING (P	OTABLE WATER / SEW	ER/FIRE	SYSTEMS
GARY'S PLUMBING (P	KEY WEST	ER/FIRE	SYSTEMS
GARY'S PLUMBING (P Name 409 2 ^{NS} TERRACE, SUITE I Street NEARSHORE ELECTRIC Name	KEY WEST City (ELECTRICAL)	ER/FIRE	SYSTEMS 33040 Zip
GARY'S PLUMBING (P Name 409 2 ^{NS} TERRACE, SUITE I Street NEARSHORE ELECTRIC Name	KEY WEST	ER / FIRE FL State	SYSTEMS
GARY'S PLUMBING (P Name 409 2 ^{NS} TERRACE, SUITE I Street NEARSHORE ELECTRIC	City STOCK ISLAND	FL State	545TEMS 33040 Zij

<u>Surety</u>				
Hartford Acadent &	f Indemnity Co	whose	e address is	
	Tony	-MI	48098	
5445 Corporate DAVC Street Super 3000	City	State	Zip	
2011 200	J		1	
Bidder				
	Doualack	Hanin	c Two	
The name of the Bidder submitting this	Bid is Douglas N.	mogni:	5, 21, -	
		doin	g business at	
390 Travis Pointe Rd. Suite A	Ann Arbor	MI	48108	
Street	City	State	Zip	
The names of the principal officers of the partnership, or of all persons interested Douglas Hagins - Pres Daniel Hagins William Kelly Wi	in this Bid as principals are a	s follows:		y surc
If Sole Pr	oprietor or Partnership			
IN WITNESS hereto the undersigned h	as set his (its) hand this d	ay of	20	
	Signature of Bio	lder	-	
	Title			

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 19 day of September 20/2

(SEAL)

Douglas N. Higgins, Inc.

Name of Corporation

By: Kelly a Wilker

Title: Via - President

Attest: R. Suganne Hawker

Secretary

END OF SECTION

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on May 15, 2012 and that said resolution is in full force and effect:

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

Douglas N. Higgins

Daniel N. Higgins

William D. Higgins

James H. Sweet

Kelly A. Wilkie

MARA Milkie

Mara H. Sweet

Mulkie

R. Suzanne Hawker Secretary

Dated: May 15, 2012

FLORIDA BID BOND

BOND NO
AMOUNT: \$5%
KNOW ALL MEN BY THESE PRESENTS, that Douglas N. Higgins, Inc.
hereinafter called the Contractor (Principal), and Hartford Fire Insurance Company
a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner
(Obligee), in the sum of: five percent of attached bid
DOLLARS (\$
WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:
Replacement of Tarpon Pier, ITB 12-030
WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after

written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the 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 Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 19th day of September, 2012.

Douglas N. Higgins, Inc.

Principal

By: Kelly Or Wilkel Kelly A. Wilkie, Vice - Presiden

Hartford Fire Insurance Company

Surety,

Attorney to Fact Hoother M. Johnson

END OF SECTION

Dolle a Basi

2:100 & Co. 2001 MV 2770 Ave. Magal, FL 33172 405 561 4030

Dato A. Bea FL Resident Agent

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD BOND, T-4

One Hartford Plaza Hartford, Connecticut 06155

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

Agency Code: 35-350851

KNOW ALL PERSONS BY THESE PRESEN

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

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

Heather M. Johnson, Joel E. Speckman, Terri Mahakian, David Harlock

of Ann Arbor, MI

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, 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 quaranteeing 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.



Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 3rd day of November, 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.

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 September 13, 2012. Signed and sealed at the City of Hartford.



Gary W. Stumper, Assistant Vice President

ANTI-KICKBACK AFFIDAVIT

Michigan STATE OF F LORID A Washtenaw COUNTY OF M ONRO E) : SS)		
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.			
	By: Kelly a. Wilkie, Vice-Presiden		
Sworn and subscribed before me the day of September, 2012	is		
NOTARY PUBLIC, State of Eloridat Large	R. SUZANNE HAWKER y Public, Washtenaw County, MI oxnmission Expires Mar 7, 2017		

END OF SECTION

My Commission Expires: ___

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 Replacement of Tarpon Pier
2.	This sworn statement is submitted by <u>Douglas N. Higgins</u> the. (name of entity submitting sworn statement)
	whose business address is 3390 Travis Punte Rd. Suite A
	AMN Arbor, MI 48108 and (if applicable) its Federal Employer
	Identification Number (FEIN) is 38-1807745
	(If the entity has no FEIN, include the Social Security Number of the individual signing this
	sworn statement
3.	My name is Kelly A. Wilkle (please print name of individual signing)
	and my relationship to the entity named above is Vice - President
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, 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

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.

An entity under the control of any natural person who is active in the management of the

A predecessor or successor of a person convicted of a public entity crime; or

1.

2.

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). \checkmark Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.) There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.) The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.) Kellya, Wikee (signature) September 19,2012 STATE OF MICHIGAN
COUNTY OF WASHINAW PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her (name of individual signing) signature in the space provided above on this 19th of September, 2012

My commission expires:

R. Sieganne Hawker

NOTARY PUBLIC

Notary Public, Washtenaw County, MI My Commission Expires Mar 7, 2017

402686A.GN1

DATE:

September 19,2012

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

Michigan STATE OF ELORIDA

COUNTY OF Washtenaw)		
I, the undersigned hereby duly sworn, depose and say that the firm of Daylor N. Hogurs, The provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.		
By: Kelly a. Wilkel		
Sworn and subscribed before me this		
19th day of <u>September</u> , 2012. R. Suganne Hawker		
NOTARY PUBLIC, State of Florida at Large		
My Commission Expires: R. SUZANNE HAWKER Notary Public, Washtenaw County, MI My Commission Expires Mar 7, 2017		

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 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 Name: Douglas V. Hissins Inc.	SEAL:
3390 Travis Pointe Rd Sinte A Address Ann Arbor MI 48108	
Authorized Signature	
Paul R Waters Print Name	
Presional Manager / Florida Keys	
0 9/ 19	

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 subcontracting 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

2011 / 2012 MONROE COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2012**

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC.

Owner Name: DOUGLAS N HIGGINS, JAMES SWEET QUALBusiness Location: MO CTY

Mailing Address: 3390 TRAVIS POINTE RD KEY WEST, FL 33040

Business Phone: Ste A

305-294-3355 Business Type: CONTRACTORS (UNDERGROUND UTILITY) ANN ARBOR, MI 48108

Rooms Seats **Employees** Machines Stalls

STATE LICENSE: CUC057447 EX

For Vending Business Only Number of Machines: Vending Type: Tax Amount Transfer Fee Sub-Total Prior Years Collection Cost Total Paid Penalty 0.00 0.00 20.00 20.00 0.00 0.00 20.00

Paid 118-10-00000744 07/08/2011 20.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

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

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, INC

DOUGLAS N. HIGGINS (CGC)

3390 TRAVIS POINTE

STE A RD

ANN ARBOR MI 48108

Oper: CWALKER Type: OC Drawer: 1 Date: 7/18/11 54 Receipt no: 86071 2012 22114

OR LIC OCCUPATIO 1

Trans number: CK CHECK 15938 \$309.75 2652607 \$619.50

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

State of Florida Department of State

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

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 17, 2012, and its status is active.

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

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Eighteenth day of January, 2012

Secretary of State



Authentication ID: 000218635270-011812-830666

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

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

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798 $$_{\Lambda}(f)\Delta$$

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name	Phone:
Current Local Address: (P.O Box numbers may not be used to establish status)	Fax:
Length of time at this address	
Signature of Authorized Representative	Date
STATE OFCOUNTY OF	
The foregoing instrument was acknowledged before n By	ne this day of, 20
(Name of officer or agent, title of officer or agent) or has produced	Name of corporation acknowledging) as identification
(type of identification)	
	Signature of Notary
Return Completed form with Supporting documents to: City of Key West Purchasing	Print, Type or Stamp Name of Notary
	Title or Rank

KEARNS CONSTRUCIOTN COMPANY / CGC 060194 SPECIAL BIDDING REQUIREMENTS CITY OF KEY WEST / REPLACEMENT OF TARPON PIER

1. Ocean Reef Club / Key Largo – Replace Dock "D" with Bellingham Concrete Floating Docks

Contract Amount: \$200,000 Dates: Summer of 2011

Owner: Ocean Reef Club, Dock "D" Marine Condominium Owner's Association Owner's Contact Person: Steve Ryder, Bellingham Marine (904-613-2331)

Engineer: William Huffman, P.E. Engineer's number: 904-380-5519

2. Ocean Reef Club / Key Largo - Replace Dock "H" with Bellingham Concrete Floating Docks

Contract Amount: \$200,000 Date: Summer of 2011

Owner: Ocean Reef Club, Dock H" Marine Condominium Owner's Association Owners' Contract Person: Steve Ryder, Bellingham Marine (904-613-2331)

Engineer: William Huffman, P.E. Engineer's number: 904-380-5519

3. United States Sailing Center – New Floating Docks and Dredging

Contract Amount: \$100,000

Date: Summer of 2011

Owner: United States Sailing Center, Miami, Florida

Owner's Contact Person: Patrick Downey, Executive Director (305-854-1058)

Engineer: Kirk Lofgren, President - Ocean Consulting

Engineer's number: 305-457-5573

4. Raymond J. Hermann – New Residential Concrete Floating Docks at Ocean Reef

Contract Amount: \$35,000 Date: Spring of 2009

Owner's Address: 1310 St. Pauls Way, Crownsville, MD 21032

5. Coral Reef Yacht Club – New Concrete Floating Docks and Dock Repair

Contract Amount: \$220,000

Date: Fall 2007

Owner: Coral Reef Yacht Club, Miami, Florida

Owner's Contact Peron: Paul Scheller / Assistant General Manager

Owner's number: 305-858-1733

6. Key Biscayne Yacht Club – New Docks, Piles and Dock Shoring

Contract Amount: \$600,000 Date: 2009, 2010 & 2011

Owner: Key Biscayne Yacht Club, Key Biscayne, Florida

Owner's Contract Person: Jerry Shannon, General Manager (305-361-9171)

Engineer: Kirk Lofgren, President - Ocean Consulting

Engineer's number: 305-457-5573

7. Rickenbacker Marina – New Docks and Piles

Contract Amount: \$1,400,000 Date: 2010, 2011 and 2012

Owner: Aabad Melwani, President - Rickenbacker Marina (305-761-7720)

Engineer: Kirk Lofgren, President - Ocean Consulting

Engineer's number: 305-457-5573

8. River Cove Marina – Demo Existing, Add New Docks, Dredge and Seawall (70 slip marina)

Contract Amount: \$2,000,000

Date: 2008 and 2009

Owner: Robert W. Christoph - President, RCI 305-672-5588(former owner of Conch Harbor,

Key West)

Engineer: Kevin McCabe / Environmental Development Corp.

Engineer's number: Retired

9. Port of Miami Tunnel – Marine Excavation, Pile Driving, Commercial Diving and Underwater

Concrete Placement

Contract Amount (Phase I – Watson Island): \$2,000,000 Contract Amount (Phase II – Dodge Island): \$3,000,000

Total (Phase I + Phase II): \$5,000,000

Date: Summer of 2011 (Phase I) + winter of 2012 (Phase II)

Owner: BCWF / Florida DOT / City of Miami / Miami Dade County

Construction Contact: Pierre Pascual – Underground Construction Manager (Director of Tunnel

Construction / 305-510-8701)

Engineer: Jean – Philippe Cariou / Methods Chief Engineer 305-632-7623 for BCWF

PENDING / CURRENT FLOATING DOCK PROJECTS

- A. City of Miami Kennedy Park Floating Docks / \$150,000 (won bid, won award recommendation, waiting for written contract)
- B. Stock Island Marina Floating Dock and Pile Installation / \$850,000 (verbal agreement, waiting on written contract)

City County Flow Swap Project Name:

Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 East Tamiami Trall, Bullding H Naples, Florida 34112

Sandy Sridhar <u>Endineer - Address - Phone:</u> Agnoil_i, Barber and Brundage

7400 Trail Blvd. Naples, Florida 34102 Dominio Amico

Contract Date: Final Contract Amount:

to the City of Naples.

Completion Date: Prolect Description: Installation of force main, MOV's and valve vaults to two locations which would allow bypass from Collier County

Project Name:

Collier County Justice Center

Owner - Address - Project Manager - Phone:

Collier County Facilities Management Department 3301 East Tamiami Trail

Naples, Florida 34112 John Clemenis .

<u> Enaineer - Address - Phone:</u>

Q, Grady Minor and Associates, P.A. 3800 Via Dal Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144

Contract Date: Final Contract Amount:

Complation Date: Prolect Description:

Construction of grinder pump station (vault), installation of mulfin monster (grinder/auger assembly), new sanilary sewer and manholes. Replacement of the existing sanitary sewer with a new 12-inch main and a high water alarm system.

\$81,950.00

\$141,568.41

August, 2009

Pump Station S-6 Gearbox Replacement Project Name:

Owner - Address - Prolect Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 1/10 West Palm Beach, Florida 33409 Gerard Flynn

Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Michael Millares

Contract Date: Final Contract Amount Completion Date:

December 3, 2009 \$2,191,945.00 May 2010

Project Description: Replacement of three massive gearboxes for three 84" Gas Engine driven Vertical Turbine Pumps.

Cove Stormwater Pump Station Imp. Project Name:

Owner - Address - Prolect Manager - Phones

City of Naples Department of Streets and Stormwater 295 Riverside Circle Naples, Florida 34102 (239) 213-5000

Engineer - Address - Phone:

AECOM 4415 Matro Parkway Sulie 404 Fort Myers, Florida 33916 (239) 278-7996

Contract Date: Final Contract Amount 2/4/09 Award, 3/16/09,NTP

\$2,778,000.00 2/8/10 (Contract)

Completion Date: Project Description:

Replacement of large Vertical Turbine Pumps, Installation of a large, below grade and water table, cast in place structure which included gates, an 60" bypass pipe, a trash take. Project also included significant Electrical & Instrumentation

Master Pump Station 305 Rehabilitation Proleot Name:

Owner - Address - Proled Manager

Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Bullding H Naples, Florida 34112 Sandy Sridhar.

Engineer - Address:

Q. Grady Minor and Associates, P.A. 3800 Via Del Rev Bonlla Springs, Florida 34134 David Schmitt

Contract Date: Final Contract Amount Completion Date: Prolect Description:

August 11, 2008 \$444,000.00 January 16, 2009 . Fully rehab 2300 GPM Master Pump Station

Water Reuse Piping Modifications / Reuse Project Name System Upgrade

Owner - Address - Project Manager - Phone:

City of Marco Island Public Utilities 50 Bald Eagle Driva Marco Island, Florida 34145 Bruce Weinstein 239-3B9-5D00

Metcali and Eddy

Contract Data: Final Contract Amount: Completion Date:

February 10, 2008 \$649,171.67 November 2008

<u>Proleal Description:</u>

Rehab 500,000 Gallon Tank and convert potable water facility to reuse storage facility

Project Name:

CAT Operations & Administration Center Pump Station and Force Main Connection

Owner - Address - Project Manager:

Collier County Alternative Transporation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner

Engineer:

O. Grady Minor 3800 Via Del Rey ·Bonita Springs, Florida 34134

Contract Date:

February 14, 2008 Final Contract Amount
Completion Date: \$133,673.04 May 1, 2008

Project Description:

Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.

Project Name: Irrigation Quality Water Project

Owner - Address - Project Manager.

Collier County Facilities Management 3301 Tamiami-Trail East, Building W Naples, Florida 341.12 Damon Gonzales

<u> Enaineer - Address - Phones</u> Anchor Engineering

Contract Date:

Final Contract Amount Completion Date:

\$1,213,474.52 January 15, 2008

Project Description:

Imigation improvements at Collier County Government Complex. Work was coordinated with an operating complex and interruptions Completion Date: were minimized or eliminated.

Project Name:

San Marco Master Lift Station

Owner - Address - Project Manager - Phone: City of Marco Island

Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.

Engineer - Address - Phone:

Contract Date:

January 2, 2008 \$633,615.61

Final Contract Amount: Completion Date:

Project Description!

Construct new 800 GPM Master Lift Station

Project Name:

Golden Gate WWTP and Injection Pump

Station

Owner - Address - Project Manager - Phone:

Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203

Longwood, Florida 32779

<u> Enoineer - Address - Phone:</u>

Arcadis 4307 Vineland Road Suite H-20 Orlando, Florida 32811 407-236-5700

Contract Date:

Final Contract Amount:

Project Description: Expansion of Golden Gate WWTF 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.

Treeline Master Pump Station Project Name:

Owner - Address - Project Manager - Phone: City of Fort Myers

2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, El. (239) 332-6318

Engineer - Address - Phone:

Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Trouteaud (239) 334-0046

Contract Date: Final Contract Amount July 1, 2008

\$1,043,805.00 - Not Final

February, 2009 Completion Date:

Project Description:

Installation of a master pump station located along Treeline Avenue. The project entailed a jack and bore under Treeline Avenue to connect to the existing force main and construction of a 20 foot deep master pump station, A 400 KW Project Name:

PS S-127 and S-133

Pump Refurbishment and Bearing Replace.

Owner - Address - Project Manager - Phone:

South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley

Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33408

Terl Swartz

Contract Date: Final Contract Amount: April 10, 2008 \$3,947,723.00 July 2010

Completion Date: Project Description:

Completely recondition the main 42" vertical turbine pumps five at S-127 and five at S-133. Install new electrical and instrumentation.

Proleot Name:

Gateway Triangle Stormwater Improvements

Project Name:

Owner - Address - Prolect Manager - Phone:

Colller County Stormwater Department 2885 Horseshoe Drive

Naples, Florida 34 239-252-6192

Shane Cox

<u> Engineer - Address:</u>

HDR, Inc.

200 West Forsyth Street Jacksonville, Florida 32202

Laura Phillips

Contract Date:

\$1,021,336.78

Final Contract Amount Completion Date:

July 28, 2008

Project Description:

Stormwater improvements to existing area - excavation of approximately 34,000 Cy of clirt and grading to form three continuous ponds. Installation of box culverts, sheat piling, concrete ditch pavement and storm drainage structures.

November 5, 2007

Contract Date:

March 1, 2007

North Marco \$4,644,806.99 North Barrield \$7,270,729.37 North Marco May 11, 2008

Completion Date:

Project Description:

New wastewater collection system Installed to replace existing septio tanks. Work included gravily sewer, forcemain, transmission main, pump siations, road restoration, etc.

Proleot Name:

NCWRF MLE Bleach Project

Phase 2, Mechanical

Owner - Address - Project Manager:

Collier County

Public Utilities Engineering Department 3301 Tamiami Trail, East, Building H

Naples, Florida 34112

Dianna Dueri

Engineer - Address - Phone:

Hole Montes 950 Encore Way

Naples, Florida 34110 Jerry Taricska 239-254-2000

Contract Date:

Final Contract Amount Completion Date:

September 17, 2007 \$336,412.49

June 17, 2008

Project Description:

Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in

bleach feed system.

Marco Island North Barfield & North Marco Sanitary Sewer District

Owner - Address - Proleot Manager - Phone:

City of Marco Island 50 Bald Eagle Drive Maroo Island, FL 34145 Mr. James Willer 239-389-5011

Engineer - Address - Phone:

Bolya Engineering

4415 Metro Parkway, Sulta 104

Fort Myers, FL 33916 Fred Mittl

239-278-7996

Final Contract Amount:

North Barrield March 24, 2008

Rehabilitation of Master Pump Station 318 Project Name:

Owner - Address - Project Manager: Collier County

Public Utilities Engineering Department

3301 Tamiami Trail East, Building H Naples, Florida 34112

Sandy Sridhar

Engineer - Address - Phone:

Q. Grady Minor & Associates

3800 Via Del Rey

Bonita Springs, Florida 34134 -

David Schmitt

239-947-1144

November 16, 2007 Contract Date:

Final Contract Amount: Completion Date:

\$765,823,34 June 3, 2008

Project Description: Full rehab 800 GPM Master Pump Station

Project Name:

Rehabilitation of Waster Pump Station 318

Project Name:

NCRWTP Chemical Labatory

Owner - Address - Project Manager - Phone:

Collier County

Public Utilities Engineering Department 3301 Tamiami Trail East, Building H

Naples, Florida 34112

Sandy Sridhar

Engineer - Address - Phone:

Q, Grady Minor & Associates 3800 Via Del Rey

Bonita Springs, Florida 34134

David Schmitt 239-947-1144

Contract Date: . Optober 9, 2007 Final Contract Amount: \$789,070.59 Completion Date: June 10, 2008

Prolect Description:

Fully rehab 3000 GPM Master Pump Station

Ventilation Improvements

Owner - Address - Project Manager - Phone:

Callier County

Public Utilities Engineering Department 3301 Tamlami Trail East, Building H

Naples, Florida 34112 Tom Chmelik 239-732-2575

Enalneer - Address - Phone:

TLO Engineering

1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907

Nicholas L Mancuso 239-275-4240

Contract Date: Final Contract Amount: Completion Date:

March 13, 2007 \$749,367.67 November 30, 2008

Project Description:

Replace complete HVAC system including air handler,

Project Name:

Connection to Water Main - Marco Shores

Prolect Name:

Collier County NCRWTP AND SCRWTP

Sand Separators

Owner - Address - Proleof Manager:

Cliv of Marco Island Public Works 50 Bald Eagle Drive. Marco Island, Florida 34145 James Willer

Owner - Address - Project Manager - Phones

Collier County Public Utilities 3301 East Tamiami Trail Naples, Florida 34112 Diana Dueri

Enaineer - Address - Phone:

April 26, 2007 Contract Date: \$188,000.00 Final Contract Amount Completion Date: August 31, 2007 Contract Data: August 1, 2008 Final Contract Amount: In progress Completion Date: In progress

<u> Enaineer - Address - Phone:</u> Hazen and Sawyer

Prolect Description:

Prolect Description: Watermain connection at Marco Shores. 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.

Project Name:

SCRWTP Raw Water Transmission Main & Appurienances for

Raw Water Wells 39S, 40S, 41S & 42S

Decomissioning of Pelican Bay Project Name: Wastewater Treatment Plant

Owner - Address - Project Manager - Phone:

Colliar County Public Utilities Engineering Department 3301 Tamlami Trail, Building H Naples, Florida 34112 Peter Schalt

Owner - Address - Project Manager - Phone:

Collier County Public Utilities Engineering Department 3301 Tamiami Trall East, Building H Naples, Florida 34112

2101 Corporate Boulevard, Suite 303

Sandy Sridhar

Hazen and Sawyer

Boca Raton, Florida 33431

Engineer - Address - Phone:

Kurt Preffer

561-997-8070

Engineer - Address - Phone:

Hazen & Sawyer 2101 Coporate Boulevard, Suite 301 Boca Ratan, Florida 33431 Albert Muniz 561-997-8070!

September 26, 2006 Contract Date: \$1,884,000.00 Final Contract Amount: Completion Date: April 11, 2007

Project Description. Installed 3500 If of 16-inch HDPE raw water transmission main along with four new raw water walls. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of plaging stations and electrical-enclosures.

Contract Date:

February 8, 2006 \$72,500.00 July 30, 2006

Final Contract Amount: Completion Date: Project Description:

Decomissioning of an abandoned Wastewater Treatment Plant

Project Name:

Pelican Bay Fire and Irrigation Wafer System Improvement at the Ritz Carlton

Owner - Address - Project Manager:

Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Claude Nesbitt

<u> Enaineer - Address - Phone:</u>

Wilson Willer, Inc. 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pager 800-649-4336

Contract Date: Final Contract Amount: Completion Date: •

March 30, 2006 \$162,723,43 February 28, 2007

Project Description: Fire and Irrigation improvements for the Ritz Carlton, Work was coordinated to maintain fire safety at all times.

Reclaimed Water Aquifer Storage and Proleot Name: Recovery

Owner - Address - Project Manager:

Collier County Public Utilities Engineering Department 3301 Tamiami Trall East, Building H Naples, Florida 34112 Alicia Abbott

Engineer - Address;

Water Resource Solution 1388 Colonial Boulevard Fort Myers, Florida 33907 Lloyd Horvath

Contract Date: Final Contract Amount: Completion Date:

April 5, 2006 \$4,65B,515.2B June 6, 2007

Installed a deep injection well for the storage of reclaimed water Proleot Description: 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.

Project Name:

Tigertall Sewer District

Wastewater Collection System Expansion

Owner - Address - Prolect Manager - Phone:

City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011

Engineer - Address - Phone:

Bolye Engineering 4415 Meiro Parkway, Sulta 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996

Contract Date:

March 7, 2008 \$2,920,703.33 Final Contract Amount December 21, 2005 Completion Date:

Project Description:

New wastewater collection system including gravity sewer, forcemain, transmission mains, laterals, pump stations, and complete road restoration

Project Name:

Rosemary Park Paving & Drainage Improvements

Owner - Address - Project Manager - Phone:

City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonila Springs, Florida 239-949-6243

Engineer - Address - Phone:

Q. Grady Minor 3B00 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243

Contract Date:

April 5, 2006 \$831,805.33 Final Contract Amount: November 1, 2008 Completion Date:

Drainage improvements with RCP pipe and concrete structures.

Dortch Ave, Dratnage & Paving Impvs. Hampton Street Sidewalk Improvements

Owner - Address - Project Manager - Phone:

City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243

Engineer - Address - Phone:

Q. Grady Minor 3800 Via Del Rey Bonita Springs'34134 David Schmitt 239-949-6243

Contract Date: Final Contract Amount Completion Date:

March 15, 2006 \$316,400.50 August 1, 2006

Project Description:

Drainage improvements with RCP pipe and concrete structures. .

Pads for MBR and Equipment Prolect Name:

Owner - Address - Project Manager - Phone:

City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182

Enalneer - Address - Phone:

CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494

Contract Date:

March 13, 2006 · \$183,000.00 Final Contract Amount: May 13, 2006 Completion Date:

Prolect Description:

Four structural concrete slabs,

Project Name:

Forest Lakes MSTU

Phase 2 Drainage Improvements

Owner - Address - Project Manager - Phone:

Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard

Engineer - Address:

Willson Willer 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craid Paler

Contract Date: Final Contract Amount May 2, 2006 \$193,287.00

Complation <u>Date:</u> July 19, 2006 <u>Prolect Description:</u> Drainage improvements with RCP and concrete structures.

Lehigh Agres Interconnect Prolect Name: with The City of Fort Myars

Owner - Address - Prolect Manager - Phone:

Florida Governmental Utility Authority 280 Welciva Springs Road, Sulle 203 Longwood, Florida 32779

Engineer - Address - Phone:

Malcom Pirnie, ino. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Violor Huriburt 407-659-5550

Contract Date: Final Contract Amount: Completion Date:

June 15, 2006 \$2,884,382.00 April 2007

Project Description:

New 8" and 12" watermain including both open cut and directional drilling. Work was performed along a busy thoroughfare.

Pump Station 109 and 113 Improvements Project Name:

Owner - Address - Project Manager - Phone:

Collier County

Public Utilities Engineering

3301 Tamlami Trail East, Building H

Sandy Sridhar

Engineer - Address - Phone:

Q. Grady Minor & Associates

3800 Via Del Rey Bonita Springs, Florida 34134

David Schmitt

Contract Date:

Final Contract Amount: Completion Date:

September 29, 2008 Profect Description: New Pump Station & Complete Pump Station Rehab. Work

included bypass pumping, structural concreta, precast concreta, electrical/instrumentation, and mechanical.

Project Name:

Appurtenances For Wells RO 101N

February 8, 2006

\$ 1,229,561.25

and 102N

Owner - Address - Project Manager - Phone:

Collier County

Public Utilities Engineering

3301 Tamiami Trail East, Building H

Naples, Florida 34112

Peter Schalt

Engineer - Address - Phone:

Hazen & Sawyer

2101 Corporate Boulevard, Suite 301

Boca Raion, Florida 33431

Albert Muniz

Contract Date:

Final Confract Amount

Completion Date:

Project Description:

Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation

Project Name:

12th Avenue Interconnect Booster PS

May 24, 2005

\$597,000.00

January 27, 2006

Owner - Address - Project Manager - Phone:

Collier County

Public Utilities Engineering

3301 Tamiami Trall East, Bullding H

Naples, Florida 34112

Peter Schalt

Engineer - Address - Phone:

Hazen and Sawver 1905 South 25th Street, Suite 103

Fort Pierce, Florida 34947

Albert Muniz

Contract Date:

Final Contract Amount!

Completion Date:

August 8, 2005 \$1,083,000,00

October 31, 2008

Project Description: New Wellfied Booster Pump Station Including

struciural concrete, a precast building, mechanical piping,

major electrical and instrumentation.

Project Name:

Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements

Owner - Address - Project Manager - Phone:

City of Marco Island

50 Bald Eagle Drive

Marco Island, FL 34145

Mr. Bruce Weinstein

239-389-5182

Engineer - Address - Phone:

CDM

9311 College Parkway

Fort Myars, FL 33919

Adam Soblenski 239-437-9494

Contract Date:

May 23, 2006

Final Contract Amount:

\$9,787,283.47

January 17, 2007 Completion Date:

Prolect Description: Included in similar prolect section

Project Name:

Construction of Wells 35 & 36

Owner - Address - Project Manager - Phone:

Collier County

Public Utilities Engineering

3301 Tamiami Trail East, Building H

Howard Brogdon

Engineer - Address - Phones

Camp Dresser & McKee, Inc.

9311 College Parkway, Suile 1

Fort Myers, Florida 33919

Adam Sobolewski

239-432-9494

Contract Date:

August 16, 2005

Final Contract Amount

\$998,980.97 January 30, 2006 Completion Date:

Prolect Description:

Complete well installations with exception of the drilled well

including pumps, mechanical, and electrical/instrumentation

Project Name:

NCWRF Rebuild filter Set 1

Clean and Paint Filter Beds

Owner -- Address -- Projectivanager -- Phone:

Collier County

Public Utilities Engineering Department

3301 Tamlami Trail East, Building H

Karen Guliani

Engineer - Address - Phone:

Collier County

Public Utilities Engineering Department

3301 Tamiami Trail East, Building H

Karen Guliani

Contract Date:

March 1, 2005

Final Contract Amount: Completion Date:

\$354,817.00 September 14, 2005

Project Description:

Clean out existing filter beds, paint, and install new filter

Engineer - Address - Phone:

Contract Date:

Completion Date:

Project Description:

Final Contract Amount:

Agnoll Barber & Brundage, Inc.

Naples, Florida 34108 Roger Sandrus

7400 Tamiami Trail North, Suite 200

September 12; 2005

\$750,120.76

Drainage improvements with RCP pipe and concrete sinuctures.

March 1, 2006

Prolect Name: SCWRF Rehabilitation Piping Michigan Street Drainage Improvements Prolect Name: Oclor Control Modifications Owner - Address - Project Manager - Phone: Collier County Owner - Address - Project Manager - Phone: City of Bonita Springs 9101 Bonila Beach Road Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Bonita Springs, Florida 34135 239-949-6262 Vaughn Williams <u> Engineer - Address - Phone:</u> Engineer - Address - Phone: Q. Grady Minor & Associates Hole Montes 3800 Via Del Rey Bonita Springs, Florida 34134 950 Encore Way Naples, Florida 34110 David Schmitt E. Joseph Gostz, Jr. 239-254-2000 Contract Date: Final Contract Amount: January 10, 2005 November 21, 2005 Contract Date: Final Contract Amount: \$243,610.00 \$217,900.00 Completion Date: July 12, 2006 Completion Date: September 1, 2005 Project Description: Project Description: Drainage improvements with RCP pipe and concrete structures. Modifications to the existing Odor Control System Project Name: Richview Court Drainage Maintenance 1-75 and Alico Road Interchange Reconstr. Project Name: Owner - Address - Proleot Manager - Phone: City of Bonita Springs Owner - Address - Proleot Manager - Phone: Florida Department of Transporation Tallahassee, Florida Public Works Department 9101 Bonlia Beach Road Bonita Springs, Florida 239-949-6243 Engineer - Address - Phone: Engineer: Thomas Boyla Engineer - Address - Phone: Contractor: 239-432-2732 City of Bonita Springs Klawit Southern Public Works Department 16999 James Whitehead Road 450 Dividend Drive Fort Myers, Florida 33912 Peachtrea City, Georgia Contract Date: Contract Date: October 5, 2005 December 27, 2005 Final Contract Amount \$1,288,742.63 \$29,333.50 Final Contract Amount: Completion Date: June 2007 January 30, 2006 Completion Date: Project Description: Prolect Description: Installed 12,000,LF of 36" Ducille Iron Pipe including jack & bores, Drainage improvements with RCP pipe and concrete structures. and all testing. Work was performed as a subcontractor. Prolect Name: Twin Lakes Interconnect Culvert Replacement in the River Oaks, Project Name: Palm River Subdivision Owner - Address - Project Manager - Phone: Owner - Address - Proleot Manager - Phone: Collier County Collier County Stormwater Management Stormwater Management 2885 Horseshoe Drive 2885 Horseshoe Drive Naples, Florida 34104 Naples, Florida 34104 Margaret Bishop Gianiranco Nicolaol

Engineer - Address - Phone:

Contract Date:

Completion Date:

Project Description:

Final Contract Amount:

Collier County Stormwater Management

April 4, 2005

\$576,642.50

July 8, 2005

Drainage Improvements with RCP pipe and congrete structures.

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.)

		E & Management
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.	[4
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.	[4
11.	Bid submitted intact with Bid Bonds and affidavits	
12.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	[4
13.	Bidder must provide satisfactory documentation of State Licenses	
14.	Anti-Kickback Affidavit.	[2]
15.	Public Entity Crimes.	[4]
16.	Local Vendor Certification.	
17.	Domestic Partner Affidavit	