

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

**BID FORM**

To: The City of Key West

Address: 3140 Flagler Ave, Key West, Florida 33040

Project Title: Maintenance Dredging of Sunrise Canal

City of Key West Project No.: ITB 14-008

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 120 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 120 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 \$100 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

The Bidder hereby acknowledges that he has received Addenda Nos. 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (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

BID FORM

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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:

Permits from the ACOE and FDEP have been obtained by the City. Contractor shall maintain permits on site and comply. Contractor shall obtain permits as required by the City.

BASIS OF AWARD: See Paragraph 13 under Instructions to Bidders

CONSTRUCTION ALLOWANCE

The Construction Allowance included in the award amount is to cover any possible Field Change Directives which may be required by the City that do not constitute a change in scope for the project.

Item Description	Quantity	Units	Unit Price	Total
Construction Allowance	1	LS	10,000	10,000
<b>Base Bid</b>				
Mobilization/staging and Permits	1	LS	20,000.00	\$ 20,000.00
Survey and establishment of MSL at site	1	LS	1,400.00	\$ 1,400.00
Insurance: Workman's Comp	1	LS	300.00	\$ 300.00
Insurance: Longshoreman endorsement	1	LS	500.00	\$ 500.00
Preparation of dewatering site (clearing and construction of berms)	1	LS	2,500.00	
Dredging Operations	1	LS	70,000.00	\$ 70,000.00
Transportation to dewatering site	1	LS	3,000.00	\$ 3,000.00
Removal and disposal of garbage and "non soil" materials	1	LS	3,300.00	\$ 3,300.00
Dewatering Operations	1	LS	3,000.00	\$ 3,000.00
Demobilization /site cleanup	1	LS	4,000.00	\$ 4,000.00
<b>Total Base Bid Plus Construction Allowance</b>				<b>\$ 118,000.00</b>
<b>Alternate Bid Item (1)</b>				
After dewatering: Transporting and stockpiling at 5701 College Road	250	cyd	\$ 6.60	\$ 1,650.00
<b>Alternate Bid Item (2)</b>				
After dewatering: Transporting and disposal at the Pompano Beach Landfill (include estimated tipping fees)	250	cyd	\$ 79.50	\$ 19,875.00

TOTAL BASIS OF AWARD: (CONSTRUCTION ALLOWANCE+BASE BID+ALTERNATE BID ITEM (1)) \$ 119,650.00

One Hundred Nineteen Thousand Six Hundred Fifty Dollars Dollars

(Amount written in words has precedence)

and No Cents

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:

Tolton & Associates, Inc (Surveying)  
Name

2887 Tamiami Trail East Naples FL 34112  
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

**Surety**

Hartford Accident & Indemnity whose address is

5445 Corporate Drive Troy MI 48098  
Street City State Zip

**Bidder**

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

Douglas N. Higgins, Inc. doing business at  
3390 Travis Pointe Rd. Suite A. Ann Arbor, MI 48108  
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Douglas Higgins - President  
Daniel Higgins, Brandy Bartolone + Kelly Wilkie - Vice-President  
Sandra Garrison, Tamara Ludwig, Kelly Wilkie - Secretary  
Kelly Wilkie - Treasurer

**If Sole Proprietor or Partnership**

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 18 day of December 2013.

(SEAL)

Douglas N. Higgins, Inc.  
Name of Corporation

By: Kelly A. Wilkie

Title: Vice - President

Attest: Sandra K. Morrison  
Secretary

**END OF SECTION**





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 18th day of December, 2013.

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

[Signature]  
FL Resident Agent

**END OF SECTION**

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 Bond T-4  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-211417

- 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** :  
 Kelly Shafer of WINTER PARK, Florida

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

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



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

*Kathleen T. Maynard*

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

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 18, 2013.  
 Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

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

Agency Code: 35-350851

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

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

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

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



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 18, 2013.  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

## CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees \*(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Douglas N. Higgins, Inc.  
3390 Travis Pointe Rd. Suite A  
Address Ann Arbor, MI 48108  
Kelly A. Wilkie  
Signature Kelly A. Wilkie  
Print Name Vice-President  
Title

SEAL:

DATE: 12/18/13

ANTI-KICKBACK AFFIDAVIT

MICHIGAN  
STATE OF ~~FLORIDA~~ )  
WASHTENAW : SS  
COUNTY OF ~~MONROE~~ )

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.

DOUGLAS N. HIGGINS, INC.

By: Kelly A. Wilkie  
Vice-President

Sworn and subscribed before me this  
18<sup>th</sup> day of December, 2013

Sandra K Garrison  
NOTARY PUBLIC, State of ~~Florida~~  
at Large Michigan

My Commission Expires: 1-10-2014

END OF SECTION

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF ~~FLORIDA~~ MICHIGAN )  
 )  
 ) : SS  
COUNTY OF WASHTENAW )

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

By: Kelly A. Wilkie

Sworn and subscribed before me this

18th day of December, 2013.

Sandra K Garrison  
NOTARY PUBLIC, State of ~~Florida~~ at Large  
Michigan

My Commission Expires: 1-10-2014



### City Ordinance Sec. 2-799

#### Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

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

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

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

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.



- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
  - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured

pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").

- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

**CONE OF SILENCE AFFIDAVIT**

STATE OF MICHIGAN )  
 : SS  
COUNTY OF WASHTENAW )

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

*Kelly A. Wilkie*  
Vice-President

Sworn and subscribed before me this

18<sup>th</sup> day of December, 2013.

\_\_\_\_\_  
NOTARY PUBLIC, State of Michigan at Large

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

### Sec. 2-773. Cone of Silence

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

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

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

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

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

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

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

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

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

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

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each

Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

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



**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 City of Key West
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)  
12-18-13  
(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 18<sup>th</sup> of December, 2013

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

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

Comments:

Oper: CWALKER Type: OC Drawer: 1  
G: 34 Receipt no: 78417  
LIC RECREATIONAL GENERAL  
1.00 \$309.75  
5178 \$309.75  
Trans date: 7/30/13 Time: 11:04:48

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

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

ANN ARBOR MI 48108

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

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS  
Mailing Address: 3390 TRAVIS POINTE RD  
Ste A  
ANN ARBOR, MI 48108

Business Location: MO CTY  
KEY WEST, FL 33040  
Business Phone: 305-294-3355  
Business Type: CONTRACTOR (UNDERGROUND UTILITY)

Employees 5

STATE LICENSE: CGC060189

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

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

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2014

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

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Ste A  
ANN ARBOR, MI 48108

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

**CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT**

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
  
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>

NOVEMBER 15, 2013

BUSINESS LICENSE TAX  
RECEIPT/APPLICATION  
00 43 20 - 1

# 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

N/A

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22  
SECTION 2-798**

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 OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent)      Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

\_\_\_\_\_  
Title or Rank

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

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS  
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Ste A  
ANN ARBOR, MI 48108

Business Location: MO CTY  
KEY WEST, FL 33040  
Business Phone: 305-294-3355  
Business Type: CONTRACTOR (UNDERGROUND UTILITY)

Employees 5

STATE LICENSE: CGC060189

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

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

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2014

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS  
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20.00	0.00	20.00	0.00	0.00	0.00	20.00

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

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

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

Comments:

Oper: CWALKER W-13 9A Type: OC Drawer: 1  
Receipt no: 00417  
8-2-14  
LIC OCCUPATIONAL GENERAL  
1.00 \$309.75

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC  
CK CHECK 5170 \$309.75

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

Trans date: 7/30/13 Time: 11:04:40

ANN ARBOR MI 48108





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.

Official license stamp containing the seal of the State of Florida, AC# 6307015, license number CGC060189, expiration date 08/27/12, and licensee name HIGGINS, DANIEL NORMAN.

DETACH HERE

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

AC# 6307015

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082701996

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 08/27/2012, 118195796, CGC060189

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

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

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY



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>                  Agnoli, 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 Muffin Monster</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Facilities Management Department                  3335 Tamiami Trail E., Ste. 101                  Naples, Florida 34112                  (239) 252-8380</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 7, 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 Walstein                  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> \$133,873.04 <b>Completion Date:</b> May 1, 2008 <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 11985 Collier Blvd., Ste. 7 Golden Gate, FL 34118 (239) 455-1583</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> July 13, 2009 <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 Trouleaud (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 <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> \$3,847,723.00 <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 34104                      Shane Cox 239-252-8192</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  <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>                      Bolya Engineering                      4415 Metro Parkway, Suite 104                      Fort Myers, FL 33916                      Fred Mill                      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  <b>Completion Date:</b> North Marco May 11, 2008                      North Barfield March 24, 2008  <b>Project Description:</b>                      New gravity sewer for over 4 miles (23,540 LF) of an existing residential neighborhood. Sewer was up to 14 feet deep and needed formal dewatering. Also included laterals, cleanouts, transmission main, forcemain, lift stations, and roadway Const. - Concurrently we built the N. Marco Sewer Dist. With an additional 15,685 LF of gravity sewer.</p>
<p><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 Duerf</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  <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  <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  <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  <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> Conexión 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 Duerf</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</p> <p><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 Schall</p> <p><b>Engineer - Address - Phone:</b>                      Hazen &amp; Sawyer                      2101 Corporate Boulevard, Suite 301                      Boca Raton, Florida 33431                      Albert Muntz                      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>Length of Contract:</b> 210 days</p> <p><b>Project Description:</b>                      Installed 3500 LF of 16-inch HDPE raw water transmission main and 3500 LF of Fiber Optic and Electrical ductbanks, and instrumentation and Control Facilities at the four new water well facilities. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of pigging stations and electrical enclosures.</p>	<p><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                      Claudia Nesbitt</p> <p><b>Engineer - Address - Phone:</b>                      Wilson Miller, Inc.                      3200 Bailey Lane, Suite 200                      Naples, Florida 34105                      Craig Payer                      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</p> <p><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><u>Project Name:</u> Tigertail Sewer District Wastewater Collection System Expansion</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><u>Engineer - Address - Phone:</u> Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Milll 239-278-7996</p> <p><u>Contract Date:</u> March 7, 2006 <u>Final Contract Amount:</u> \$2,920,703.33 <u>Completion Date:</u> December 21, 2006</p> <p><u>Project Description:</u> New gravity sewer for over 2 miles (11,600 LF) in and existing developed neighborhood. Sewer was up to 14 feet deep and needed formal dewatering, included laterals, cleanouts, transmission main, forcemain and a 15 foot deep Lift Station. The lift station included a precast wet well, submersible sewage pumps, a control panel, electrical, and startup testing.</p>	<p><u>Project Name:</u> Pads for MBR and Equipment</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><u>Engineer - Address - Phone:</u> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblanski 239-437-9494</p> <p><u>Contract Date:</u> March 13, 2006 <u>Final Contract Amount:</u> \$183,000.00 <u>Completion Date:</u> May 13, 2006</p>
<p><u>Project Name:</u> Rosemary Park Paving &amp; Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> April 5, 2006 <u>Final Contract Amount:</u> \$831,805.33 <u>Completion Date:</u> November 1, 2006</p>	<p><u>Project Name:</u> Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p><u>Engineer - Address:</u> Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p><u>Contract Date:</u> May 2, 2006 <u>Final Contract Amount:</u> \$193,287.00 <u>Completion Date:</u> July 19, 2006</p>
<p><u>Project Name:</u> Dorch Ave. Drainage &amp; Paving Impvs. Hampton Street Sidewalk Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> March 15, 2006 <u>Final Contract Amount:</u> \$316,400.50 <u>Completion Date:</u> August 1, 2006</p>	<p><u>Project Name:</u> Lehigh Acres Interconnect with The City of Fort Myers</p> <p><u>Owner - Address - Project Manager - Phone:</u> Florida Governmental Utility Authority 1229 Homestead Rd. N. Lehigh Acres, FL 33936 (239) 388-1615</p> <p><u>Engineer - Address - Phone:</u> Malcom Pimie, Inc. 2301 Mallard Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-5550</p> <p><u>Contract Date:</u> June 15, 2006 <u>Final Contract Amount:</u> \$2,884,382.00 <u>Completion Date:</u> April 2007</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><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>                      O. 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  <b>Length of Contract:</b> 240 days  <b>Project Description:</b>                      This project was to install two complete wellhead facilities. The work included structural concrete, mechanical, electrical, fiber optic line connections, and I &amp; C. The raw water pipe size was greater than 12 inches.</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  <b>Length of Contract:</b> 120 days  <b>Project Description:</b>                      This project was to install two complete wellhead facilities and install over 1000 LF of 24" PVC Raw Water pipe. The work included structural concrete, mechanical, electrical, fiber optic line connections, ductbank, and I &amp; C.</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 Gullani</p> <p><b>Engineer - Address - Phone:</b>                      Collier County                      Public Utilities Engineering Department                      3301 Tamiami Trail East, Building H                      Karen Gullani</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>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<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 Encors 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 Allico 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> Engineer: Thomas Boyle Kiewit Southern 239-432-2732 450 Dividend Drive 16999 James Whitehead Road Peachtree City, Georgia 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> Agnoll 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> \$750,120.79 <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> Masier 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> \$2,011,347.67  <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 Meiro 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>                      Installation of 18 precast concrete wet wells from 15 to 20 feet deep in existing residential neighborhoods. Installed 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> Masier 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><u>Project Name:</u> Mackle Park Phase 3 (A) Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u>  City of Marco Island  50 Bald Eagle Drive  Marco Island, FL 34145</p> <p><u>Engineer - Address - Phone:</u>  American Engineering Consultants of Marco Island, Inc.  573 Bald Eagle Drive  Marco Island, FL 34145  (239) 394-1697</p> <p><u>Contract Date:</u> January 19, 2010  <u>Final Contract Amount:</u> \$240,100.00  <u>Completion Date:</u> April 30, 2010</p> <p><u>Project Description:</u>  Park renovations to include: New asphalt walkway around lake, new bollard lighting, new lake fountain, new polygon shelter</p>	<p><u>Project Name:</u> Isle of Capri - Phase I Water Main Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u>  Collier County Public Utilities  3301 Tamiami Trail East  Naples, FL 34112  Diana Dueni  239-252-4218</p> <p><u>Engineer - Address - Phone:</u>  David Schmitt, P.E.  O. Grady Minor  3800 Via Del Rey  Bonita Springs, FL 34134  239-947-1144</p> <p><u>Contract Date:</u> April 29, 2010  <u>Final Contract Amount:</u> \$906,080.33  <u>Completion Date:</u> January 2, 2011</p> <p><u>Project Description:</u>  Installation of new water distribution pipeline that connects to the existing 12-inch water transmission main that goes into the Isles of Capri from Collier Blvd. Includes installation of approx. 4500 LF of 12" PVC and 4500 LF of 8" PVC. Work also involves installation of new service lines and cross connection devices at each service location, along with several new fire hydrants and road restoration.</p>
<p><u>Project Name:</u> Winterberry Drive &amp; South Healthwood Drive Water Main Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u>  City of Marco Island  50 Bald Eagle Drive  Marco Island, FL 34145  Timothy E. Pinter, P.E., Public Works Director  239-389-5000</p> <p><u>Engineer - Address - Phone:</u>  AECOM Technical Services, Inc.  4415 Metro Parkway, Suite 404  Fort Myers, FL 33916  Alfred J. Mittl, P.E.  239-278-7996</p> <p><u>Contract Date:</u> March 4, 2010  <u>Final Contract Amount:</u> \$130,881.37  <u>Completion Date:</u> October 29, 2010</p> <p><u>Project Description:</u>  16" Interconnect to existing 36" ductile iron watermain</p>	<p><u>Project Name:</u> MPS 104 Reclaimed Water Main Supp</p> <p><u>Owner - Address - Project Manager - Phone:</u>  Collier County Public Utilities  3301 E. Tamiami Trail  Naples, FL 34112  Shanthi Sridhar  239-252-5345</p> <p><u>Engineer - Address - Phone:</u>  Greeley and Hansen  1567 Hayley Lane, Suite 201  Fort Myers, FL 33907  Kevin Higginson, P.E.  239-226-9660</p> <p><u>Contract Date:</u> April 27, 2010  <u>Final Contract Amount:</u> \$245,908.88  <u>Completion Date:</u> January 21, 2011</p> <p><u>Project Description:</u>  Construction of Approx. 240 LF of 16 inch and 18 inch reclaimed water main and improvements to a wastewater pumping station, including one horizontal directional drill roadway crossing and all pipe, fittings, appurtenances, valves, connection to existing reclaimed water main, air release valves, surface restoration, testing, and placing new reclaimed water main and pumping station improvements in service.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><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                  Anura Karuna-Muni 239-533-8131</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> \$1,035,428.46  <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> November 15, 2011  <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> October 30, 2011</p> <p><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</p> <p><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>
<p><b>Project Name:</b> NCWRF Repair 5 Sludge Presses</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>                      Komline-Sanderson Engineering Corp.                      12 Holland Ave.                      Peapack, NJ 07977-0257                      Steven Lukacs                      908-234-1000</p> <p><b>Contract Date:</b> July 15, 2010  <b>Final Contract Amount:</b> \$143,000.00  <b>Completion Date:</b> November 14, 2011</p> <p><b>Project Description:</b>                      Install sludge presses at 1, 2, 3, 5 and 6</p>	<p><b>Project Name:</b> SCRWTP Chlorination Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>                      Collier County Public Utilities                      3301 E. Tamiami Trail                      Naples, FL 34112                      Alicia Abbott, Project Manager                      239-252-5344</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> June 17, 2011  <b>Final Contract Amount:</b> \$98,831.00  <b>Completion Date:</b> November 3, 2011</p> <p><b>Project Description:</b></p>
<p><b>Project Name:</b> NCWRF Deep Injection Well Mag Meter Replacement</p> <p><b>Owner - Address - Project Manager - Phone:</b>                      Collier County Public Utilities                      3339 Tamiami Trail E., Ste. 303                      Naples, FL 34112                      Craig J. Pajer, Project Manager                      239-252-2554</p> <p><b>Engineer - Address - Phone:</b>                      N/A</p> <p><b>Contract Date:</b> January 10, 2011  <b>Final Contract Amount:</b> \$24,526.72  <b>Completion Date:</b> September 13, 2011</p> <p><b>Project Description:</b>                      Remove and install NCWRF DW Magnetic Flow Meters, electrical disconnection and reconnection, provided and installed 24 inch Mega-flange</p>	<p><b>Project Name:</b> (4) 8" Gravity Line Segment Replacement along Vanderbilt Drive</p> <p><b>Owner - Address - Project Manager - Phone:</b>                      Collier County Public Utilities                      3301 Tamiami Trail E.                      Naples, FL 34112                      James Sainvilus, Project Manager                      239-252-4285</p> <p><b>Engineer - Address - Phone:</b>                      N/A</p> <p><b>Contract Date:</b> August 16, 2011  <b>Final Contract Amount:</b> \$158,000.00  <b>Completion Date:</b> September 23, 2011</p> <p><b>Project Description:</b>                      Four 8" joint repairs on Vanderbilt Drive</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> Wyndemere Country Club Remove/Install 43 Fire Hydrants &amp; Valves</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Water Distribution                  4370 Mercantile Ave.                  Naples, FL 34104                  Pam Libby                  239-252-6239</p> <p><b>Engineer - Address - Phone:</b>                  N/A</p> <p><b>Contract Date:</b> September 5, 2011  <b>Final Contract Amount:</b> \$88,350.00  <b>Completion Date:</b> November 21, 2011  <b>Project Description:</b>                  Remove/Install 43 Fire Hydrants &amp; Valves                  Remove/Install 3 Inline Valves                  Install 1 new Inline Valves</p>	<p><b>Project Name:</b> NCWRF Compliance Assurance</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3301 E. Tamiami Trail                  Naples, FL 34112                  Peter Schall, PMP</p> <p><b>Engineer - Address - Phone:</b>                  Hole Montes, Inc.                  950 Encore Way                  Naples, FL 34110                  Clifford Pepper, P.E.                  (239) 254-2000</p> <p><b>Contract Date:</b> November 6, 2009  <b>Final Contract Amount:</b> \$8,683,000.00  <b>Completion Date:</b> November 23, 2011  <b>Project Description:</b>                  Upgrade to existing odor control system. Installation of 4 new odor control units. Construction of two HDPE lined water storage ponds. Repairs and reshaping of existing ponds. Upgrade to existing MLE Aeration basins including fine bubble diffuser systems, centrifugal blower and odor control covers. Stormwater upgrades throughout site including ponds and swales. Upgrades and modifications to existing chemical supply systems</p>
<p><b>Project Name:</b> Vanderbilt Beach MSTU, Gulf Shore Drive Utility Relocate</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  Mark Sunyak, P.E. (Project Manager)</p> <p><b>Engineer - Address - Phone:</b>                  Malcolm Pirnie                  4315 Metro Pkwy, Ste. 520                  Ft. Myers, FL 33916</p> <p><b>Contract Date:</b> November 28, 2011  <b>Final Contract Amount:</b> \$72,778.50  <b>Completion Date:</b> January 27, 2012  <b>Project Description:</b></p>	<p><b>Project Name:</b> Bella Terra - Replace Existing Irrigation Main</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Habitat Lakes LLC                  782 NW 42nd Ave., Ste 630                  Miami, FL 33126                  305-445-9855</p> <p><b>Engineer - Address - Phone:</b>                  Banks Engineering                  10511 Ben C. Pratt Pkwy.                  Ft. Myers, FL 33966                  239-939-5490</p> <p><b>Contract Date:</b> December 5, 2011  <b>Final Contract Amount:</b> \$108,712.18  <b>Completion Date:</b> January 18, 2012  <b>Project Description:</b></p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> Pump Station 312.29 &amp; 312.41 Refurbishment</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  Zamira Del Toro, Project Mgr.                  239-252-6279</p> <p><b>Engineer - Address - Phone:</b>                  Tetra Tech, Inc.                  10600 Chevrolet Way, Ste. 300                  Estero, FL 33928                  Danny Nelson, P.E.                  239-390-1467</p> <p><b>Contract Date:</b> August 23, 2011  <b>Final Contract Amount:</b> \$267,222.12  <b>Completion Date:</b> April 25, 2012</p> <p><b>Project Description:</b>                  PS 312.29 - Refurbishment of existing PS 312.29 to install new HDPE discharge piping, new check and plug valves, new pumps and pH probe. Also amended existing electrical control panels to allow for new components. New curbs, stone, &amp; landscaping installed.                  PS 312.41 - Refurbishment of existing PS 312.41 to install new HDPE discharge piping, check and plug valves, pumps, electrical control panels, generator with ATS, new telemetry along with new lining in pump station. Privacy slats were also installed in existing fence along with new stone landscaping.</p>	<p><b>Project Name:</b> Hendry County - Construction of CR 76 Phase 1A &amp; 1B Drainage Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Hendry County Board of County Comm.                  P.O. Box 1607                  99 East Cowboy Way                  LaBelle, FL 33975                  Shane Parker, PE                  (863) 675-5222</p> <p><b>Engineer - Address - Phone:</b>                  Johnson Engineering                  251 W. Hickpochee Ave.                  LaBelle, FL 33935                  James V. Lofton, Jr.                  (863) 612-0594</p> <p><b>Contract Date:</b> December 1, 2011  <b>Final Contract Amount:</b> \$765,516.97  <b>Completion Date:</b> July 10, 2012</p> <p><b>Project Description:</b>                  Remove &amp; install roadway concrete box culverts and headwalls. Installed concrete sediment basin &amp; ditch block, steel sheet pile, grade work for slopes and relocation of swales and ditches, remove and replace guardrails and asphalt. Install pedestrian picket railing, rip-rap, drainage pipe, sod, signage and striping.</p>
<p><b>Project Name:</b> Traditions, Golf Residences and Villas at Grey Oaks</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  CCC Traditions, LLC                  135 San Lorenzo Ave.                  Coral Gables, FL 33146</p> <p><b>Engineer - Address - Phone:</b>                  Peninsula Engineering                  2600 Golden Gate Pkwy.                  Naples, FL 34105                  CJ Brown                  239-262-2600</p> <p><b>Contract Date:</b> January 1, 2012  <b>Final Contract Amount:</b> \$363,596.00  <b>Completion Date:</b> July 13, 2012</p> <p><b>Project Description:</b>                  Modification of existing sanitary sewer system from single family home layout to multi-family home layout, new city water system, modification of existing drainage system.</p>	<p><b>Project Name:</b> Michigan Street Sidewalk Project</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  City of Bonita Springs                  8101 Bonita Beach Road                  Bonita Springs, FL 34135                  (239) 949-6262                  David Liccardi</p> <p><b>Engineer - Address - Phone:</b>                  Lake Hickory Ventures, Inc.                  22210 Fairmont Ct.                  Estero, FL 33928                  (239) 898-4008</p> <p><b>Contract Date:</b> August 15, 2012  <b>Final Contract Amount:</b> \$175,734.00  <b>Completion Date:</b> September 26, 2012</p> <p><b>Project Description:</b>                  Furnish and installed Portland Cement Concrete sidewalk along the west side of Michigan Street from Bonita Beach Road to Pennsylvania Ave. Project consisted of 2220 LF of sidewalk, 15", 24", and 30" reinforced concrete pipe, mitered end sections, yard drains, vertical headwall, FDOT approved railing, fill material, sod, signage, striping, and various incidental items.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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



## 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 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.  | [✓]  |
| 13. | Bidder must provide satisfactory documentation of State Licenses   | [✓]  |
| 14. | Anti-Kickback Affidavit.   | [✓]  |
| 15. | Public Entity Crimes.  | [✓]  |
| 16. | Local Vendor Certification.  | [AA] |
| 17. | Domestic Partner Affidavit   | [✓]  |
| 18. | Cone of Silence Affidavit  | [✓]  |
| 19. | Executed Indemnification Form  | [✓]  |

## AGREEMENT

This Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_

by and between the City of Key West, hereinafter called the "Owner," and

\_\_\_\_\_, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for Construction of the \_\_\_\_\_, to the extent of the Bid made by the Contractor, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Bid, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of Detailed Drawings for "\_\_\_\_\_" dated \_\_\_\_\_, 20\_\_, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Project, based upon the Bid, shall be fully complete within 120 consecutive calendar days from the date the Notice to Proceed is issued.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed in accordance with Article 12, of the General Conditions.

MARCH 28, 2011

AGREEMENT

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Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner, if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner (\$100) for each day that expires after the time specified for substantial completion. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the contract time or any proper extension thereof granted by the Owner, Contractor shall pay the Owner (\$100) for each day that expires after the time specified for completion and readiness for final payment. Liquidated damages shall run concurrent.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

**CITY OF KEY WEST**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Attorney for Owner

**END OF SECTION**



City of Key West  
P.O. Box 1409  
Key West, FL 33041

Notice of Award

Date

Project Number: \_\_\_\_\_

Owner City of Key West  
Company City of Key West  
Address Office of the City Clerk  
Address City of Key West P.O. Box 1409  
Key West, Fl 33041-1409

Project Name: \_\_\_\_\_

Dear:

At a meeting of the City of Key West Commission held on \_\_\_\_\_, 20\_\_\_\_, **COMPANY NAME** was awarded the contract for \_\_\_\_\_ The total Contract amount shall not exceed \$\_\_\_\_\_.

Enclosed please find three copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office by **DATE**. Also, you need to be mobilized on **DATE**, and remit a bill to the City of Key West by **DATE**.

The Certificate of Insurance must be attached to the documents; one original and two copies are acceptable.

Powers – of – Attorney must be submitted in each bond document, an original and two copies are permissible.

A copy of your City of Key West Business License Tax Receipt, must be attached, (subcontractors City of Key West Business License Tax Receipt) and one copy in PDF on disc.

Sincerely,

Birchard Ohlinger  
Engineering  
cc: Cheri Smith, City Clerk  
Project File

NOVEMBER 15, 2013

NOTICE OF AWARD  
00 62 00 - 1

**CERTIFICATE OF FINAL COMPLETION**

Project: \_\_\_\_\_

Project No. \_\_\_\_\_

**Date of Issuance:** \_\_\_\_\_

**CITY** \_\_\_\_\_

**Contractor** \_\_\_\_\_ **Engineer** \_\_\_\_\_

This Certificate of Completion applies to all Work under the Contract Documents.

The Work to which this Certificate applies has been inspected by authorized representatives of CITY and ENGINEER, and that Work is hereby declared to be complete in accordance with the Contract Documents on

\_\_\_\_\_  
DATE OF COMPLETION

**Executed by ENGINEER on** \_\_\_\_\_, (Date)

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_  
(Authorized Signature)

**CONTRACTOR accepts this Certificate of Completion on** \_\_\_\_\_,  
(DATE)

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

**CITY accepts this Certificate of Completion on** \_\_\_\_\_,  
(DATE)

\_\_\_\_\_  
CITY

By: \_\_\_\_\_  
(Authorized Signature)

NOVEMBER 15, 2013

CERTIFICATE OF FINAL  
COMPLETION  
00 62 02 - 1

**NOTICE TO PROCEED**

Date: \_\_\_\_\_, 20\_\_

Project No: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Project: \_\_\_\_\_

Project No. \_\_\_\_\_

You are hereby notified to commence work on \_\_\_\_\_, 20\_\_ for the Maintenance Dredging of Sunrise Canal and all related work, as designated by the City in accordance with the Contract made with the City of Key West on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. The amount of time to complete the work is one hundred and eighty (180) consecutive calendar days and should be fully completed on or before \_\_\_\_\_.

Sincerely,  
\_\_\_\_\_

Project Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please return one (1) copy of this notice to:



**PAYMENT APPLICATION AND CERTIFICATE**

Date: \_\_\_\_\_  
Sheet: \_\_\_\_\_ of \_\_\_\_\_

Application No.: \_\_\_\_\_ of \_\_\_\_\_  
Period From: \_\_\_\_\_ to \_\_\_\_\_ 20\_\_\_\_

Project: \_\_\_\_\_

Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Original Contract Sum	\$ _____	
Contract Modifications Approved in Previous Applications		
Additions \$ _____	Deductions: \$ _____	
Contract Modifications Approved this Period (List Contract Modifications Nos. _____)		
Additions \$ _____	Deductions: \$ _____	
1. Net Change by Contract Modifications (sum of lines 2 and 3)		\$ _____
2. Revised Contract Amount (Sum of Lines 1 and 4)		\$ _____
3. Total Value of Work to Date (Estimate Attached)	\$ _____	
4. Percent Project Complete (Line 6 / Line 5 x 100) = _____ %		
5. Total Materials on Hand (Listing Attached)	\$ _____	
6. Subtotal - Work Completed and Stored (Sum of Lines 6 and 8)		\$ _____
7. Total Retainage ( _____ % x Line 9)		\$ _____
8. Total Earned to Date, Less Retainage (Line 9 less Line 10)		\$ _____
9. Less Previous Certificates for Payments (item 11 from Previous Application)		\$ _____
10. Current Payment Due (Line 11 less Line 12)		\$ _____
11. Amount paid to Subcontractors Previous Pay Application		\$ _____

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that the current payment shown herein is now due, and that title for all Work, materials, and equipment covered in this Application will pass to the CITY free and clear of all liens at the time of payment.

\_\_\_\_\_  
Contractor By \_\_\_\_\_ Date \_\_\_\_\_

I hereby acknowledge that the material and labor involved on the above estimate is correct to the best of my knowledge, information and belief, and payment on same is due Contractor.

\_\_\_\_\_  
Project Manager Date \_\_\_\_\_

CITY OF KEY WEST

Construction Compliance Certification with Specifications and Plans

Project Number \_\_\_\_\_

PO Number \_\_\_\_\_

Date

Monthly

Final

\_\_\_\_\_  
\_\_\_\_\_  
Prime Contractor for the above referenced contract hereby verifies based on personnel knowledge or reasonable investigation and good faith belief, all Quality Control functions and Quality Control sampling and test results are in substantial compliance with the pertinent specification requirements for this project. The represents work completed between \_\_\_\_\_ and \_\_\_\_\_. Exceptions are listed

below.

(add addition sheets as required)

Item No. \_\_\_\_\_

Exception: \_\_\_\_\_

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility; and may subject the person and /or entity making the false statement to any civil and criminal penalties available pursuant to applicable State and Federal Law.

Contractor: \_\_\_\_\_ date: \_\_\_\_\_

State of Florida

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day

of \_\_\_\_\_

By \_\_\_\_\_

(print name of person signing certification)

Notary Public

Commission Expires \_\_\_\_\_

CONSTRUCTION COMPLIANCE CERTIFICATION  
WITH SPECIFICATIONS AND PLANS

00 63 01 -1

**Certificate of Final Payment**

Date:  
Page: 1 of 2

Payment Application No. \_\_\_\_\_

Period From: \_\_\_\_\_ to \_\_\_\_\_

Project: \_\_\_\_\_

Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

I Hereby Acknowledge that this contract has been completed in substantial compliance with the items of the agreement, Specifications and Plans, as-builts, work change directives and field orders. I, therefore, request acceptance of the work and processing of this final estimate as showing the total amount of money due in compliance with the terms of the Contract.

I \_\_\_\_\_ certify to the Owner that the Contractor met the Grant requirements provided in the contract documents.

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

With the acceptance of this final payment, we, the Contractor, release the Owner and the Engineer and their agents, from all claims and liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

ACCEPTED BY:

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

Owner

By: \_\_\_\_\_

\_\_\_\_\_  
Date