

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

**BID FORM**

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ITB # /Patricia and Ashby Streets Stormwater Emergency Outfall

CH2M HILL Project No.: 389709

City of Key West Project No.: ST 0803

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

Name: JAMES N. SWEET

Telephone: 734 996 9500

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 240 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 270 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

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

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

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

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

UNIT PRICE SCHEDULE

Unit prices have been computed in accordance with Paragraph 11.03.C of the General Conditions and Section 01 29 00, Payment Procedures, Paragraph 1.06.

CONTINGENCY ALLOWANCE

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

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shows is an estimated amount to be included in the Total Base Bid for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

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

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1	<b>General</b>				
1.1	Performance and Payment Bonds	1	EA	\$21,000.00	\$21,000.00
1.2	Mobilization	1	LS	\$25,000.00	\$25,000.00
1.3	Demobilization	1	LS	\$25,000.00	\$25,000.00
1.4	General and Supplementary Conditions	1	LS	\$99,000.00	\$99,000.00
1.5	MOT	1	LS	\$9,650.00	\$9,650.00
1.6	Certified AutoCAD As-built	1	LS	\$5,360.00	\$5,360.00
1.7	Surveyor	1	LS	\$4,100.00	\$4,100.00
2	<b>Trench Excavation, Backfill and Storm Pipe</b>				
2.1	<b>30 - inch PVC SDR 41</b>				
2.1.1	6 to 8 Feet Deep	1,645	LF	\$338.00	\$556,010.00
2.1.2	8 to 10 Feet Deep	356	LF	\$378.00	\$134,568.00
2.2	<b>8 - inch PVC Water Pipe</b>				
2.2.1	4 to 6 Feet Deep	60	LF	\$160.00	\$9,600.00
3	<b>Dewatering</b>	1	LS	\$23,645.00	\$23,645.00
4	<b>Florida Trench Safety Act Compliance</b>	1,870	LF	\$10.00	\$18,700.00
5	<b>Pavement</b>				
5.1	Pavement Replacement at Trench	4,990	SY	\$25.00	\$124,750.00
6	<b>Pavement 70Mils Thermoplastic Stripping</b>				
6.1	Replace Traffic Strips	1,870	LF	\$2.00	\$3,740.00
7	<b>Concrete</b>				
7.1	Sidewalk (6-inch depth)	500	SF	\$12.00	\$6,000.00

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
8	Demolition	1	LS	\$4,020.00	\$4,020.00
9	Water Service Removal and Replacement	4	EA	\$2,400.00	\$2,400.00
10	Valves				
10.1	24-Inch Plug Valves	2	EA	\$20,000.00	\$40,000.00
11	Air Vacuum Release Valve Assembly	1	EA	\$4,850.00	\$4,850.00
12	Emergency Generator and Concrete Platform	1	EA	\$266,300.00	\$266,300.00
13	Relocation of Pump Control Panel	1	LS	\$3,500.00	\$3,500.00
14	Relocation of SCADA Panel and Antenna	1	LS	\$5,800.00	\$5,800.00
15	Outfall Structure with Manatee Screen and Riprap	1	LS	\$12,000.00	\$12,000.00
<b>Total of All Extended Bid Unit Prices</b>					<b>\$1,412,193.00</b>

Contingency Allowance \$200,000.00

Building Permit Allowance \$25,000.00

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

One Million Six Hundred Thirty Seven Thousand one <sup>hundred</sup> Ninety Three Dollars  
 (Amount written in words has precedence)

and 00 Cents \$ \_\_\_\_\_

**TOTAL BASE BID** **\$ 1,637,193.00**

# Bid Item Breakdown

Bid Items	Description	Unit Price Use	Extended
1.1	Performance and Payment Bonds	1 EA \$ 21,000.00	\$ 21,000.00
1.2	Mobilization	1 LS \$ 25,000.00	\$ 25,000.00
1.3	Demobilization	1 LS \$ 25,000.00	\$ 25,000.00
1.4	General Conditions	1 LS \$ 99,000.00	\$ 99,000.00
1.5	MOT	1 LS \$ 9,650.00	\$ 9,650.00
1.6	As-Builts	1 LS \$ 5,360.00	\$ 5,360.00
1.7	Surveyor	1 LS \$ 4,100.00	\$ 4,100.00
2.1.1	30" Storm at 6'-8"	1,645 LF \$ 338.00	\$ 556,010.00
2.1.2	30" Storm at 8'-10'	356 LF \$ 378.00	\$ 134,568.00
2.2.1	8" Water at 4'-6"	60 LF \$ 160.00	\$ 9,600.00
3	Dewatering	1 LS \$ 23,645.00	\$ 23,645.00
4	Trench Safety	1,870 LF \$ 10.00	\$ 18,700.00
5.1	Pavement Replacement	4,990 SY \$ 25.00	\$ 124,750.00
6.1	Replace Traffic Stripes	1,870 LF \$ 2.00	\$ 3,740.00
7.1	4" Sidewalk	500 SF \$ 12.00	\$ 6,000.00
8	Demolition	1 LS \$ 4,020.00	\$ 4,020.00
9	Water Service Removal and Replacement	4 EA \$ 2,400.00	\$ 9,600.00
10.1	24" Plug Valves	2 EA \$ 20,000.00	\$ 40,000.00
11	Air Vacuum Release Assembly	1 EA \$ 4,850.00	\$ 4,850.00
12	Generator / Platform	1 EA \$ 266,300.00	\$ 266,300.00
13	Relocate Pump Control Panel	1 LS \$ 3,500.00	\$ 3,500.00
14	Relocate SCADA Panel and Antenna	1 LS \$ 5,800.00	\$ 5,800.00
15	Outfall Structure / Rip Rap / Manatee Screen	1 LS \$ 12,000.00	\$ 12,000.00
		<b>Subtotal</b> \$ 1,412,193.00	
		<b>Allowances</b> \$ 225,000.00	
		<b>Bid Total</b> \$ 1,637,193.00	

Allocate

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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:

Bella Construction of Key West  
Name

111 OSMY 1 Key West FL 33040  
Street City State Zip

Nearshore Electric, Inc.  
Name

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

General Asphalt  
Name

4850 NW 72 Ave Miami FL 33166  
Street City State Zip

Data Flow Systems, Inc.  
Name

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

Surety

Hartford Accident & Indemnity whose address is

690 ASYLUM AVENUE Hartford Conn. 06115  
Street City State Zip

**Bidder**

The name of the Bidder submitting this Bid is Douglas N. Higgins, Inc

\_\_\_\_\_ doing business at

3390 TRAVIS Pointe Rd. Ste A, Ann Arbor Michigan 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 N. Higgins, President/Director/100% stock owner

\_\_\_\_\_  
\_\_\_\_\_

**If Sole Proprietor or Partnership**

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

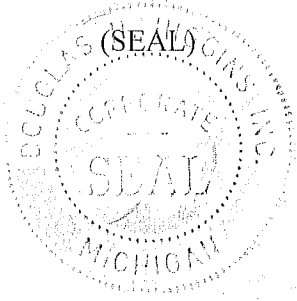
\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
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 13 day of JULY 2011.



Douglas N. Higgins, Inc.  
Name of Corporation

By: James H Sweet  
JAMES H SWEET

Title: VICE-PRESIDENT

Attest: R. Suzanne Hawker  
Secretary

R. SUZANNE HAWKER  
SECTY TREAS.

END OF SECTION



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

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

1. This sworn statement is submitted with Bid or Proposal for Patricia and Ashby Streets Stormwater  
Emergency Outfall, City of Key West, Florida

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

whose business address is 3390 Travis Pointe Rd Suite A  
Ann Arbor, MI 48108 and (if applicable) its Federal Employer

Identification Number (FEIN) is 38-1807765

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

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

and my relationship to the entity named above is Vice-President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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)  
July 13, 2011  
(date)

STATE OF Michigan  
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 13th of July, 2011.

My commission expires:

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

R. Suzanne Hawker  
NOTARY PUBLIC

**CITY OF KEY WEST INDEMNIFICATION FORM**

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

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

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

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

CONTRACTOR: Douglas N Higgins, Inc.  
3390 Travis Pointe Rd Suite A  
Ann Arbor, MI 48108  
Address

SEAL:

Kelly A. Wilkie  
Signature

Kelly A. Wilkie  
Print Name

Vice-President  
Title

DATE: July 13, 2011

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

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
  
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
  
3. A Business License Tax Application can be found on the City's web site.

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



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

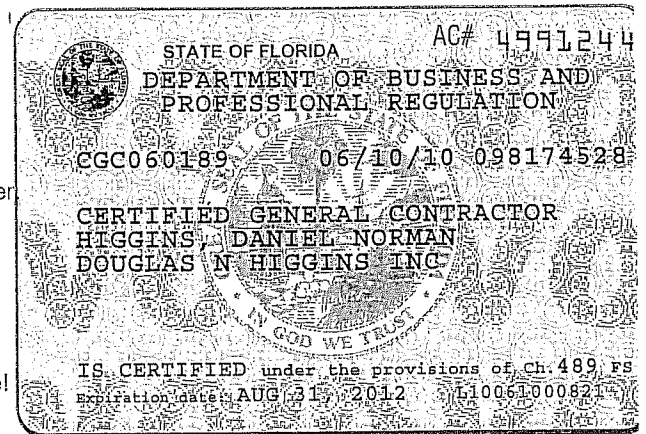
(850) 487-1395

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

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

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

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



DETACH HERE

AC# 4991244

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10061000821

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

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

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

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

# 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 11-00022114 CONTRACTOR - CERT GENERAL CONTRACTOR  
Issue Date: July 13, 2010 Expiration Date: September 30, 2011  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75  
Comments:

Oper: ANGLE  
Date: 7/14/10 51  
2011  
OR LIC OCCUPATIO 1  
Trans number: 2507784  
CK CHECK 13743  
Trans date: 7/14/10  
Time: 11:30:21  
Type: OC  
Receipt no: 90069  
Drawer: 1  
\$309.75  
2507784  
\$309.75

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

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

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

Business Name DOUGLAS N HIGGINS INC. CtlNbr:0004241  
Location Addr 3390 TRAVIS POINTE STE A RD  
Lic NBR/Class 11-00004242 CONTRACTOR - CERT UNDERGROUND UTILITY  
Issue Date: July 14, 2010 Expiration Date: September 30, 2011  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75  
Comments:

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

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

Oper: CASHIER  
Date: 7/15/10 51  
2011 4242  
OR LIC OCCUPATIO 1  
Trans number: 2508461  
CK CHECK 13742  
Trans date: 7/15/10  
Time: 11:25:41  
Type: OC  
Receipt no: 90571  
Drawer: 1  
\$309.75  
2508461  
\$309.75



**2010 / 2011  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2011**

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, JAMES SWEET QUALIFIER

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: CONTRACTORS  
(UNDERGROUND UTILITY)

Rooms      Seats      Employees      Machines      Stalls

5

STATE LICENSE: CUC057447 EXP 8-31-8

Number of Machines :      For Vending Business Only  
Vending Type : M

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

PAID-118-09-00004891      07/13/2010      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.

# Business License Tax Application

City of Key West License # \_\_\_\_\_  
 City Hall Annex Date Applied \_\_\_\_\_  
 PO Box 1409 Phone 305-809-3955  
 Key West, FL 33041 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

**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.
  - o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - o 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: \_\_\_\_\_ Fax: \_\_\_\_\_  
(P.O Box numbers may not be used to establish status)

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

**BIDDER'S CHECKLIST**

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

- |     |  |     |
|-----|--|-----|
| 1.  | All Contract Documents thoroughly read and understood.   | [✓] |
| 2.  | All blank spaces in Proposal filled in, using black ink.   | [✓] |
| 3.  | Total and unit prices added correctly.   | [✓] |
| 4.  | Addenda acknowledged.  | [✓] |
| 5.  | Subcontractors are named as indicated in the Proposal.   | [✓] |
| 6.  | Experience record included.  | [✓] |
| 7.  | Bid signed by authorized officer.  | [✓] |
| 8.  | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.  | [✓] |
| 9.  | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.  | [✓] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [✓] |
| 11. | Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and six copies.                                   | [✓] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.  | [✓] |
| 13. | Bidder must provide satisfactory documentation of State Licenses   | [✓] |
| 14. | Anti-Kickback Affidavit.   | [✓] |
| 15. | Public Entity Crimes.  | [✓] |
| 16. | City of Key West Indemnification Form.   | [✓] |
| 17. | Disclosure of Lobbying Activities. <i>Not applicable</i>   | [✓] |
| 18. | Non-Collusion Declaration and Compliance.  | [✓] |
| 19. | Florida Trench Safety Act Compliance.  | [✓] |
| 20. | Suspension and Debarment Certification.  | [✓] |
| 21. | Local Vendor Certification   | [✓] |

## DISCLOSURE OF LOBBYING ACTIVITIES

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

*\* not applicable \**

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



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

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

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

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

Form DEP 55-221 (01/01)



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

ITEM/SEGMENT NO.: \_\_\_\_\_  
 F.A.P. NO.: \_\_\_\_\_  
 PARCEL NO.: \_\_\_\_\_  
 COUNTY OF: \_\_\_\_\_  
 BID LETTING OF: July 13, 2011

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

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

I further declare that:

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

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

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

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

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

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

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

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

EXCEPTIONS:

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

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

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

CONTRACTOR: DOUGLAS N. HIGGINS, INC.

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

WITNESS: WJH

BY: Kelly A. Wilkie  
SIGNATURE

WITNESS: R. Suzanne Hawker

Executed on this 13th day of July, 2011

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

FLORIDA TRENCH SAFETY ACT COMPLIANCE  
Trench Excavation Safety System and Shoring

CERTIFICATION

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

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

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Shoring (Trench Box)</u>	<u>LF</u>	<u>1870</u>	<u>\$18,700.00</u>	<u>\$18,700.00</u>
B. _____	_____	_____	_____	_____

Kelly A. Wilkie  
Signature  
July 13, 2011  
Date

STATE OF Michigan  
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
Kelly A. Wilkie, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 13th day of July, 2011.

R. Suzanne Hawker  
Notary Public

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

(Seal)

MY COMMISSION EXPIRES: \_\_\_\_\_

SUSPENSION AND DEBARMENT CERTIFICATION

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

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, 20. July 13, 2011  
By Kelly A. Wilkie  
Authorized Signature/Contractor  
Kelly A. Wilkie, vice-president  
Typed Name/Title  
Douglas N. Higgins, Inc.  
Contractor's Firm Name  
3390 Travis Pointe Road  
Street Address  
Suite A  
Building, Suite Number  
Ann Arbor MI 48108  
City/State/Zip Code  
(734) 996-9500  
Area Code/Telephone Number

DOUGLAS N. HIGGINS, INC.  
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<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> <b>Final Contract Amount:</b> <b>Completion Date:</b> <b>Project Description:</b> Installation of force main, MOV's and valve vaults to two locations which would allow bypass from Collier County to the City of Naples.</p>	<p><b>Project Name:</b> Collier County Justice Center</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Facilities Management Department 3301 East Tamiami Trail Naples, Florida 34112 John Clements</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p><b>Contract Date:</b> \$81,950.00 <b>Final Contract Amount:</b> \$141,568.41 <b>Completion Date:</b> August, 2009</p> <p><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 Description:</b> Replacement of three massive gearboxes for three 84" Gas Engine driven Vertical Turbine Pumps.</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> \$2,778,000.00 <b>Completion Date:</b> 2/8/10 (Contract)</p> <p><b>Project Description:</b> Replacement of large Vertical Turbine Pumps. Installation of a large, below grade and water table, cast in place structure which included gates, an 60" bypass pipe, a trash rake. Project also included significant Electrical &amp; Instrumentation</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</p> <p><b>Project Description:</b> Fully rehab 2300 GPM Master Pump Station</p>	<p><b>Project Name:</b> Water Reuse Piping Modifications / Reuse System Upgrade</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island Public Utilities 50 Bald Eagle Drive Marco Island, Florida 34145 Bruce Weinstein 239-389-5000</p> <p><b>Engineer:</b> Metcalf and Eddy</p> <p><b>Contract Date:</b> February 10, 2008 <b>Final Contract Amount:</b> \$649,171.67 <b>Completion Date:</b> November 2008</p> <p><b>Project Description:</b> Rehab 500,000 Gallon Tank and convert potable water facility to reuse storage facility</p>

DOUGLAS N. HIGGINS, INC.  
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p><b>Project Name:</b> CAT Operations &amp; Administration Center Pump Station and Force Main Connection</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p><b>Engineer:</b> Q. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p><b>Contract Date:</b> February 14, 2008 <b>Final Contract Amount:</b> \$133,673.04 <b>Completion Date:</b> May 1, 2008</p> <p><b>Project Description:</b> Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.</p>	<p><b>Project Name:</b> San Marco Master Lift Station</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p><b>Engineer - Address - Phone:</b></p> <p><b>Contract Date:</b> January 2, 2008 <b>Final Contract Amount:</b> \$833,615.61 <b>Completion Date:</b></p> <p><b>Project Description:</b> Construct new 800 GPM Master Lift Station</p>
<p><b>Project Name:</b> Irrigation Quality Water Project</p> <p><b>Owner - Address - Project Manager:</b> Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Damon Gonzales</p> <p><b>Engineer - Address - Phone:</b> Anchor Engineering</p> <p><b>Contract Date:</b> March 14, 2007 <b>Final Contract Amount:</b> \$1,213,474.52 <b>Completion Date:</b> January 15, 2008</p> <p><b>Project Description:</b> Irrigation improvements at Collier County Government Complex. Work was coordinated with an operating complex and interruptions were minimized or eliminated.</p>	<p><b>Project Name:</b> Golden Gate WWTP and Injection Pump Station</p> <p><b>Owner - Address - Project Manager - Phone:</b> Florida Governmental Utility Authority 280 Waldva Springs Road, Suite 203 Longwood, Florida 32779</p> <p><b>Engineer - Address - Phone:</b> Arcadis 4307 Vineland Road Suite H-20 Orlando, Florida 32811 407-238-5700</p> <p><b>Contract Date:</b> <b>Final Contract Amount:</b> <b>Completion Date:</b> <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 Trousteaud (239) 334-0046</p> <p><b>Contract Date:</b> July 1, 2008 <b>Final Contract Amount:</b> \$1,043,805.00 - Not Final <b>Completion Date:</b> February, 2009</p> <p><b>Project Description:</b> Installation of a master pump station located along Treeline Avenue. The project entailed a jack and bore under Treeline Avenue to connect to the existing force main and construction of a 20 foot deep master pump station. A 400 KW generator and odor control unit were also installed.</p>	<p><b>Project Name:</b> PS S-127 and S-133 Pump Refurbishment and Bearing Replaca.</p> <p><b>Owner - Address - Project Manager - Phone:</b> South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p><b>Engineer - Address - Phone:</b> South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Teri Swartz</p> <p><b>Contract Date:</b> April 10, 2008 <b>Final Contract Amount:</b> \$3,947,723.00 <b>Completion Date:</b> July 2010</p> <p><b>Project Description:</b> Completely recondition the main 42" vertical turbine pumps, five at S-127 and five at S-133. Install new electrical and instrumentation.</p>

DOUGLAS N. HIGGINS, INC.  
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p><b>Project Name:</b> Gateway Triangle Stormwater Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Stormwater Department 2685 Horseshoe Drive Naples, Florida 34 239-252-8192 Shane Cox</p> <p><b>Engineer - Address:</b> HDR, Inc. 200 West Forsyth Street Jacksonville, Florida 32202 Laura Phillips</p> <p><b>Contract Date:</b> November 5, 2007 <b>Final Contract Amount:</b> \$1,021,336.78 <b>Completion Date:</b> July 28, 2008</p> <p><b>Project Description:</b> Stormwater improvements to existing area - excavation of approximately 34,000 Cy of dirt and grading to form three continuous ponds. Installation of box culverts, sheet piling, concrete ditch pavement and storm drainage structures.</p>	<p><b>Project Name:</b> Marco Island North Barfield &amp; North Marco Sanitary Sewer District</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><b>Engineer - Address - Phone:</b> Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p><b>Contract Date:</b> March 1, 2007</p> <p><b>Final Contract Amount:</b> North Marco \$4,644,806.99 North Barfield \$7,270,729.37 <b>Completion Date:</b> North Marco May 11, 2008 North Barfield March 24, 2008</p> <p><b>Project Description:</b> New wastewater collection system installed to replace existing septic tanks. Work included gravity sewer, forcemain, transmission main, pump stations, road restoration, etc.</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> \$386,412.49 <b>Completion Date:</b> June 17, 2008</p> <p><b>Project Description:</b> Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.</p>	<p><b>Project Name:</b> Rehabilitation of Master Pump Station 316</p> <p><b>Owner - Address - Project Manager:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor &amp; Associates 3600 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p><b>Contract Date:</b> November 16, 2007 <b>Final Contract Amount:</b> \$765,823.34 <b>Completion Date:</b> June 3, 2008</p> <p><b>Project Description:</b> Full rehab 800 GPM Master Pump Station</p>
<p><b>Project Name:</b> Rehabilitation of Master Pump Station 318</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor &amp; Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p><b>Contract Date:</b> October 9, 2007 <b>Final Contract Amount:</b> \$789,070.59 <b>Completion Date:</b> June 10, 2008</p> <p><b>Project Description:</b> Fully rehab 3000 GPM Master Pump Station</p>	<p><b>Project Name:</b> NCRWTP Chemical Laboratory Ventilation Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Tom Chmellik 239-732-2575</p> <p><b>Engineer - Address - Phone:</b> TLC Engineering 1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907 Nicholas L. Mancuso 239-275-4240</p> <p><b>Contract Date:</b> March 13, 2007 <b>Final Contract Amount:</b> \$749,367.67 <b>Completion Date:</b> November 30, 2008</p> <p><b>Project Description:</b> Replace complete HVAC system including air handler, ductwork, exhaust fans, condenser and rehab fume hoods</p>



DOUGLAS N. HIGGINS, INC.  
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p><b>Project Name:</b> Connection to Water Main - Marco Shores</p> <p><b>Owner - Address - Project Manager:</b> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 James Miller</p> <p><b>Engineer - Address - Phone:</b></p> <p><b>Contract Date:</b> April 26, 2007 <b>Final Contract Amount:</b> \$168,000.00 <b>Completion Date:</b> August 31, 2007 <b>Project Description:</b> Watermain connection at Marco Shores.</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 Duerl</p> <p><b>Engineer - Address - Phone:</b> Hazen and Sawyer</p> <p><b>Contract Date:</b> August 1, 2008 <b>Final Contract Amount:</b> In progress <b>Completion Date:</b> In progress <b>Project Description:</b> Procurement and installation of two automatic self-cleaning sand separators (custom built in Germany) including stainless steel piping, valves, instruments and control panels. Installation of system, which included two, three-chamber pump stations, submersible pumps, venturi flowmeters, etc.</p>
<p><b>Project Name:</b> SCRWTP Raw Water Transmission Main &amp; Appurtenances for Raw Water Wells 39S, 40S, 41S &amp; 42S</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail, Building H Naples, Florida 34112 Peter Schalt</p> <p><b>Engineer - Address - Phone:</b> Hazen &amp; Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz 561-997-8070</p> <p><b>Contract Date:</b> September 26, 2006 <b>Final Contract Amount:</b> \$1,884,000.00 <b>Completion Date:</b> April 11, 2007 <b>Project Description:</b> Installed 3500 lf of 16-inch HDPE raw water transmission main along with four new raw water wells. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of piggng 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 Pfeiffer 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 <b>Project Description:</b> Decommissioning of an abandoned Wastewater Treatment Plant</p>
<p><b>Project Name:</b> Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton</p> <p><b>Owner - Address - Project Manager:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Claude Nesbitt</p> <p><b>Engineer - Address - Phone:</b> Wilson Miller, Inc. 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pager 800-649-4336</p> <p><b>Contract Date:</b> March 30, 2006 <b>Final Contract Amount:</b> \$162,723.43 <b>Completion Date:</b> February 28, 2007 <b>Project Description:</b> Fire and Irrigation improvements for the Ritz Carlton. Work was coordinated to maintain fire safety at all times.</p>	<p><b>Project Name:</b> Reclaimed Water Aquifer Storage and Recovery</p> <p><b>Owner - Address - Project Manager:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Alicia Abbott</p> <p><b>Engineer - Address:</b> Water Resource Solution 1388 Colonial Boulevard Fort Myers, Florida 33907 Lloyd Horvath</p> <p><b>Contract Date:</b> April 5, 2006 <b>Final Contract Amount:</b> \$4,658,515.28 <b>Completion Date:</b> June 6, 2007 <b>Project Description:</b> Installed a deep injection well for the storage of reclaimed water coming from Collier County water treatment plants. The Owner will have full capability to recover this reclaimed water for market and/or use for their own irrigation needs.</p>

DOUGLAS N. HIGGINS, INC.  
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p><b>Project Name:</b> Tigertail Sewer District Wastewater Collection System Expansion</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><b>Engineer - Address - Phone:</b> Bolye Engineering 4415 Mastro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p><b>Contract Date:</b> March 7, 2006 <b>Final Contract Amount:</b> \$2,920,703.33 <b>Completion Date:</b> December 21, 2006 <b>Project Description:</b> New wastewater collection system including gravity sewer, forcemain, transmission mains, laterals, pump stations, and complete road restoration</p>	<p><b>Project Name:</b> Pads for MBR and Equipment</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><b>Engineer - Address - Phone:</b> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p><b>Contract Date:</b> March 13, 2006 <b>Final Contract Amount:</b> \$183,000.00 <b>Completion Date:</b> May 13, 2006 <b>Project Description:</b> Four structural concrete slabs.</p>
<p><b>Project Name:</b> Rosemary Park Paving &amp; Drainage Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><b>Contract Date:</b> April 5, 2006 <b>Final Contract Amount:</b> \$831,805.33 <b>Completion Date:</b> November 1, 2006 <b>Project Description:</b> Drainage improvements with RCP pipe and concrete structures.</p>	<p><b>Project Name:</b> Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p><b>Engineer - Address:</b> Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p><b>Contract Date:</b> May 2, 2006 <b>Final Contract Amount:</b> \$193,287.00 <b>Completion Date:</b> July 19, 2006 <b>Project Description:</b> Drainage Improvements with RCP and concrete structures.</p>
<p><b>Project Name:</b> Dorich Ave. Drainage &amp; Paving Impvs. Hampton Street Sidewalk Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><b>Contract Date:</b> March 15, 2006 <b>Final Contract Amount:</b> \$316,400.50 <b>Completion Date:</b> August 1, 2006 <b>Project Description:</b> Drainage improvements with RCP pipe and concrete structures.</p>	<p><b>Project Name:</b> Lehigh Acres Interconnect with The City of Fort Myers</p> <p><b>Owner - Address - Project Manager - Phone:</b> Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</p> <p><b>Engineer - Address - Phone:</b> Malcom Pirnie, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-5550</p> <p><b>Contract Date:</b> June 15, 2006 <b>Final Contract Amount:</b> \$2,884,382.00 <b>Completion Date:</b> April 2007 <b>Project Description:</b> New 8" and 12" watermain including both open cut and directional drilling. Work was performed along a busy thoroughfare.</p>

DOUGLAS N. HIGGINS, INC.  
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p><b>Project Name:</b> Pump Station 109 and 113 Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor &amp; Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p><b>Contract Date:</b> February 8, 2006 <b>Final Contract Amount:</b> \$ 1,229,561.25 <b>Completion Date:</b> September 29, 2006 <b>Project Description:</b> New Pump Station &amp; Complete Pump Station Rehab. Work included bypass pumping, structural concrete, precast concrete, electrical/instrumentation, and mechanical.</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 239-389-5162</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> \$9,787,263.47 <b>Completion Date:</b> January 17, 2007 <b>Project Description:</b> Included in similar project section</p>
<p><b>Project Name:</b> Appurtenances For Wells RD 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 Schalt</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>Project Description:</b> Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation</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>Project Description:</b> Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation</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 Schalt</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 <b>Project Description:</b> New Wellfield Booster Pump Station including structural concrete, a precast building, mechanical piping, major electrical and instrumentation.</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 <b>Project Description:</b> Clean out existing filter beds, paint, and install new filter sand.</p>

DOUGLAS N. HIGGINS, INC.  
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p><b>Project Name:</b> SCWRF Rehabilitation Piping Odor Control Modifications</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Vaughn Williams</p> <p><b>Engineer - Address - Phone:</b> Hole Montes 950 Encore Way Naples, Florida 34110 E. Joseph Goetz, Jr. 239-254-2000</p> <p><b>Contract Date:</b> November 21, 2005 <b>Final Contract Amount:</b> \$217,900.00 <b>Completion Date:</b> July 12, 2006 <b>Project Description:</b> Modifications to the existing Odor Control System</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> January 10, 2005 <b>Final Contract Amount:</b> \$243,610.00 <b>Completion Date:</b> September 1, 2005 <b>Project Description:</b> Drainage improvements with RCP pipe and concrete structures.</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 <b>Project Description:</b> Drainage improvements with RCP pipe and concrete structures.</p>	<p><b>Project Name:</b> I-75 and Alico Road Interchange Reconst.</p> <p><b>Owner - Address - Project Manager - Phone:</b> Florida Department of Transportation Tallahassee, Florida</p> <p><b>Engineer - Address - Phone:</b> Engineer: Thomas Boyle 239-432-2732 Contractor: Kiewit Southern 450 Dividend Drive Peachtree City, Georgia</p> <p><b>Contract Date:</b> October 5, 2005 <b>Final Contract Amount:</b> \$1,288,742.63 <b>Completion Date:</b> June 2007 <b>Project Description:</b> Installed 12,000 LF of 36" Ductile Iron Pipe including jack &amp; bores, and all testing. Work was performed as a subcontractor.</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 <b>Project Description:</b> Drainage improvements with RCP pipe and concrete structures.</p>	<p><b>Project Name:</b> Twin Lakes Interconnect</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Gianfranco Nicolaci</p> <p><b>Engineer - Address - Phone:</b> Agnoli Barber &amp; Brundage, Inc. 7400 Tamiami Trail North, Suite 200 Naples, Florida 34108 Roger Sandrus</p> <p><b>Contract Date:</b> September 12, 2005 <b>Final Contract Amount:</b> \$750,120.76 <b>Completion Date:</b> March 1, 2006 <b>Project Description:</b> Drainage improvements with RCP pipe and concrete structures.</p>



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

Signed and sealed this 13th day of July, 20 11.

Douglas N. Higgins, Inc.  
Principal

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

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

END OF SECTION

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4

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

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

Agency Code: 35-350851

KNOW ALL PERSONS BY THESE PRESENTS THAT:

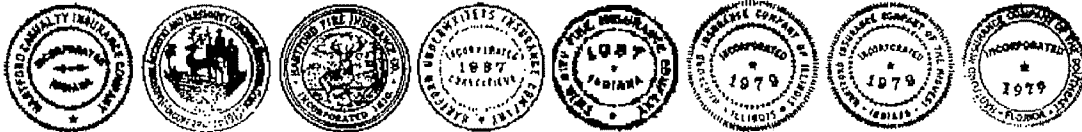
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws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

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

*Dan Hines, Heather M. Johnson, Judy K. Macklem, Carol J. Youngs*  
of  
*Ann Arbor, MI*

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 13, 2011.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President