

ORIGINAL

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for the Construction of SMATHERS BEACH RENOURISHMENT, PR 0701, addressed to the City of Key West, will be received at the office of the City Clerk, City of Key West, 525 Angela St., Key West, Florida, until 3:00 p.m., local time, on the 31st day of January 2011 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The City retains the right to award bid to the bidder that best meet the needs of the City

The project contemplated consists of the placement of approximately 17,500 tons of sand at Smathers Beach. The sand will be placed above and below mean high water according to the attached drawings and permits.

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712.

One (1) original and two (2) copies and two (2) CDs of Part 1 / Bidding Requirements are to be enclosed in a sealed envelope clearly marked on the outside

“SMATHERS BEACH RENOURISHMENT” and addressed to:

CITY CLERK
KEY WEST CITY HALL
525 ANGELA STREET
KEY WEST, FLORIDA 33040

Each Bid must be submitted on the prescribed forms and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than 5 percent of the amount bid.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the state and that the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. Specifically, within 10 days after the Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.
- C. A valid occupational license issued by the City of Key West, Florida.

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the OWNER to evaluate the Bidder's qualifications.

For information concerning the proposed work or for an appointment to visit the site of the proposed work, contact Janet Muccino, Project Manager, @ (305) 809-3867.

At the time of the award, the successful Bidder must show satisfactory document of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded in Bid. The City may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary, (6) or if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

Dated this _____ day of, _____ 2011

CITY OF KEY WEST

By: _____
James Scholl, City Manager

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least eight (8) days prior to the Bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished to all registered holders of Bidding Documents. Bidders shall submit with their PROPOSALS, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid and the scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of the Contract by the Owner.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is required that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work.

This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. Unit prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. 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. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR.

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, in BLACK INK. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Proposal shall be deemed informal which contains omissions erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one Proposal from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

C. SIGNATURE

The Bidder shall sign his proposal in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an

agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

D. SPECIAL BIDDING REQUIREMENTS

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 38, ORDINANCES, PERMITS, and LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in related work. Such experience record shall provide at least ten (10) current or recent projects of similar work, preferably within Florida or the Southeastern United States. For each project the following information will be provided:

1. Description and location of work
2. Contract amount
3. Dates work was performed
4. Owner
5. Name of Owner's contact person and phone number

E. ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid:

Bid Security
Anti-Kickback Affidavit
Public Entity Crime Form
Key West Indemnification Form

7. STATE AND LOCAL SALES AND USE TAX

Unless the Supplementary Conditions contains a statement that the Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract; all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Proposals must be made on the Proposal forms

provided herewith and submitted intact with the volume containing the Bidding requirements, Contract forms, and Conditions of the Contract.

Each Proposal must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for the receipt of Proposals. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for the opening of Proposals, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

Proposals must be accompanied by cash, a certified check drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This Bid security shall be given as a guarantee that the Bidder will not withdraw his Proposal for a period of Sixty (60) days after Bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract within the time specified.

The attorney-in-fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of the execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract, the Owner will return the Bid securities to all Bidders whose Proposals are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

Within forty-five (45) calendar days after the opening of the Proposals, the Owner will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, responsible Bidder. Such award, if made, will be made within sixty (60) days after the opening of the Proposals.

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

13. BASIS OF AWARD

The award will be made by the Owner on the basis of that Proposal from the lowest responsive, responsible Bidder, which in the Owner's sole and absolute judgement, will serve the best interests of the Owner.

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

If at the time this Contract is to be awarded, the total of the lowest acceptable Proposal exceeds the funds then estimated by the Owner as available, the Owner may reject all Proposals or take such other action as best serves the Owner's interest.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner a Contract in the form hereto attached together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the OWNER, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the OWNER. The

Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the OWNER, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570 or amendments thereto in the Federal Register of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder who has a contract awarded to him and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond.

17. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on site and with his own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Engineer.

18. TIME OF COMPLETION

The time of the completion of the work to be performed under this contract is stated in the Proposal and is the essence of this Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the Contract Documents.

PROPOSAL

TO: CITY OF KEY WEST
ADDRESS: 525 ANGELA STREET
P.O. BOX 1409
KEY WEST, FLORIDA 33041
PROJECT TITLE: SMATHERS BEACH RENOURISHMENT
PROJECT NUMBER: GR 0701

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

NAME: Dan Higgins
TELEPHONE: (734) 996-9500

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the proposal is made without any connection or collusion with any person submitting another Proposal 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data that he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within ten (10) days 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 evidence of holding the required licenses and certificates, and will, to the extent of his Proposal, 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

The 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 TIME

The Bidder further agrees to begin work within ten (10) calendar days after the date of the Notice to Proceed, and to complete the construction, in all respects, within 30 calendar days.

This Contract will automatically expire and be terminated on final acceptance by the Owner and the FDEP.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by the Contract within the time limit or extended time limit agreed upon in that Contract, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work authorized under the Contract Documents, until the work shall have been satisfactorily completed as provided in the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

The Bidder hereby acknowledges that he has received Addenda No. N/A, _____ ,

_____, _____, _____. (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 proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAX

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated prices for the work.

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities

involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

NOTE: THE UNIT PRICES WILL BE THE BASIS FOR EVALUATING LOW BIDDER AND THE BASIS OF AWARD.

<u>Item</u>	<u>Quant.</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Extended Total Amt.</u>
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PAYMENT AND PERFORMANCE BONDS

1. Payment & Performance Bonds Per / \$1,000 worth of Construction

1	LS		<u>\$ 10,600.00</u>	<u>Ten Thousand Six Hundred Dollars</u>	<u>\$ 10,600.00</u>
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2. MOBILIZATION AND DEMOBILIZATION. (includes M.O.T., Testing, Construction Layout, Field Engineering, General & Supplementary Conditions, AutoCAD As-builts, Protection of the Environment)

2a.) Mobilization / Field Engineering / Testing / Protection of the Environment / Construction layout (paid 25%, then on percentage of completion)

1	LS		<u>\$ 32,900.00</u>	<u>Thirty Two Thousand Nine Hundred Dollars</u>	<u>\$ 32,900.00</u>
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2b.) General & Supplementary Conditions, (paid 25%, then on percentage of completion)

1	LS		<u>\$ 21,500.00</u>	<u>Twenty One Thousand Five Hundred Dollars</u>	<u>\$ 21,500.00</u>
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2c.) M.O.T., (paid 25%, then on percentage of completion)

1	LS		<u>\$ 12,300.00</u>	<u>Twelve Thousand Three Hundred Dollars</u>	<u>\$ 12,300.00</u>
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2d.) As-Builts Survey (paid after submission and acceptance of as-builts)

1	LS		<u>\$ 8,000.00</u>	<u>Eight Thousand Dollars</u>	<u>\$ 8,000.00</u>
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2e.) Demobilization (paid at completion of final punch list completion)

1	LS		<u>\$ 6,000.00</u>	<u>Six Thousand Dollars</u>	<u>\$ 6,000.00</u>
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3. SMATHERS BEACH SAND (includes purchase, delivery, placement, grading)

17,500 TONS \$ 52.37 Fifty Two Dollars / $\frac{32}{100}$ \$ 916,475.00

4. SMATHERS BEACH TILLING

1 LS \$ 7,000.00 Seven Thousand Dollars \$ 7,000.00

5. TURBIDITY BARRIERS

1 LS \$ 17,200.00 Seventeen Thousand Two Hundred Dollars \$ 17,200.00

TOTAL OF ALL UNIT PRICE ITEMS LISTED ABOVE (1,2a -e, 3, 4 & 5)

Total of extended unit price items: \$ 1,031,975.00

One Million Thirty one Thousand Nine Hundred Seventy Five Dollars $\frac{00}{100}$ Cents
(Amount written in words has precedence)

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:

Portion of Work: Survey Work

Name: Charles Tolton and Associates

Address: 2887 Tamiami Trail East Naples, FL 34112

Portion of Work: Earth Work

Name: Earth Tech Enterprises, Inc.

Address: 5475 Golden Gate Pkwy STE5, Naples, FL 34116

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

SURETY

Hartford Accident + Indemnity Co. whose address is
P.O. Box 3001 Troy MI 48007
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

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

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

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

<u>Douglas Higgins</u>	<u>President</u>
<u>R. Suzanne Hawker</u>	<u>Secretary/Treasurer</u>
<u>Daniel Higgins</u>	<u>Vice-President</u>
<u>William Higgins</u>	<u>"</u>
<u>James Sweet</u>	<u>"</u>
<u>Kelly Wilkie</u>	<u>"</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2011

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 31st day of January 2011

(SEAL)

Douglas N. Higgins, Inc.
Name of Corporation

By Kelly Wilkie

Title Vice-President

Attest R. Suzanne Hawke
Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

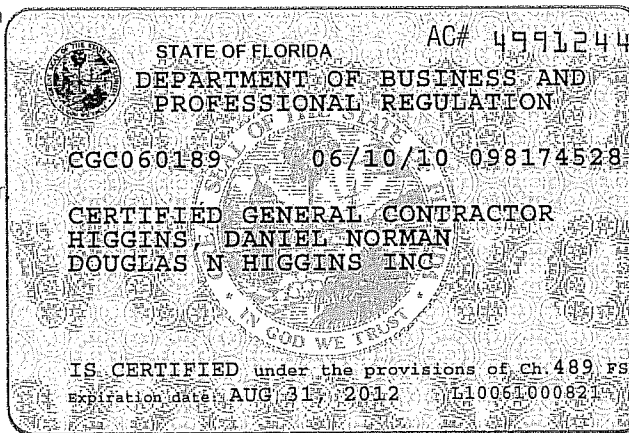
(850) 487-1395

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
DATE BATCH NUMBER LICENSE NBR
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

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years.

(List similar projects, with types, names of clients, construction costs, and references with phone numbers. Use additional sheets if necessary.)

see attached

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

<p>Project Name: City County Flow Swap</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 East Tamiami Trail, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Agnoll, Barber and Brundage 7400 Trail Blvd. Naples, Florida 34102 Dominic Amico</p> <p>Contract Date: Final Contract Amount: Completion Date: Project Description: 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>Project Name: Collier County Justice Center</p> <p>Owner - Address - Project Manager - Phone: Collier County Facilities Management Department 3301 East Tamiami Trail Naples, Florida 34112 John Clements</p> <p>Engineer - Address - Phone: Q, Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: \$81,950.00 Final Contract Amount: \$141,568.41 Completion Date: August, 2009 Project Description: 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>Project Name: Pump Station S-6 Gearbox Replacement</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Gerard Flynn</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Michael Millares</p> <p>Contract Date: December 3, 2009 Final Contract Amount: \$2,191,945.00 Completion Date: May 2010 Project Description: Replacement of three massive gearboxes for three 84" Gas Engine driven Vertical Turbine Pumps.</p>	<p>Project Name: Cove Stormwater Pump Station Imp.</p> <p>Owner - Address - Project Manager - Phone: City of Naples Department of Streets and Stormwater 295 Riverside Circle Naples, Florida 34102 (239) 213-5000</p> <p>Engineer - Address - Phone: AECOM 4415 Metro Parkway Suite 404 Fort Myers, Florida 33916 (239) 278-7996</p> <p>Contract Date: 2/4/09 Award, 3/16/09 NTP Final Contract Amount: \$2,778,000.00 Completion Date: 2/8/10 (Contract) Project Description: Replacement of large Vertical Turbine Pumps. Installation of a large, below grade and water table, cast in place structure which included gates, an 60" bypass pipe, a trash rake. Project also included significant Electrical & Instrumentation</p>
<p>Project Name: Master Pump Station 305 Rehabilitation</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address: Q, Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: August 11, 2008 Final Contract Amount: \$444,000.00 Completion Date: January 16, 2009 Project Description: Fully rehab 2300 GPM Master Pump Station</p>	<p>Project Name: Water Reuse Piping Modifications / Reuse System Upgrade</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Utilities 50 Bald Eagle Drive Marco Island, Florida 34145 Bruce Weinstein 239-389-5000</p> <p>Engineer: Metcalf and Eddy</p> <p>Contract Date: February 10, 2008 Final Contract Amount: \$649,171.67 Completion Date: November 2008 Project Description: 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>Project Name: CAT Operations & Administration Center Pump Station and Force Main Connection</p> <p>Owner - Address - Project Manager: Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p>Engineer: Q. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p>Contract Date: February 14, 2008 Final Contract Amount: \$133,673.04 Completion Date: May 1, 2008</p> <p>Project Description: Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.</p>	<p>Project Name: San Marco Master Lift Station</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p>Engineer - Address - Phone:</p> <p>Contract Date: January 2, 2008 Final Contract Amount: \$833,615.61 Completion Date:</p> <p>Project Description: Construct new 800 GPM Master Lift Station</p>
<p>Project Name: Irrigation Quality Water Project</p> <p>Owner - Address - Project Manager: Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Damon Gonzales</p> <p>Engineer - Address - Phone: Anchor Engineering</p> <p>Contract Date: March 14, 2007 Final Contract Amount: \$1,213,474.52 Completion Date: January 15, 2008</p> <p>Project Description: Irrigation improvements at Collier County Government Complex. Work was coordinated with an operating complex and interruptions were minimized or eliminated.</p>	<p>Project Name: Golden Gate WWTP and Injection Pump Station</p> <p>Owner - Address - Project Manager - Phone: Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</p> <p>Engineer - Address - Phone: Arcadis 4307 Vineland Road Suite H-20 Orlando, Florida 32811 407-236-5700</p> <p>Contract Date: Final Contract Amount: Completion Date:</p> <p>Project Description: 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>Project Name: Treeline Master Pump Station</p> <p>Owner - Address - Project Manager - Phone: City of Fort Myers 2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, E.I. (239) 332-6318</p> <p>Engineer - Address - Phone: Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Trouteaud (239) 334-0046</p> <p>Contract Date: July 1, 2008 Final Contract Amount: \$1,043,805.00 - Not Final Completion Date: February, 2009</p> <p>Project Description: Installation of a master pump station located along Treeline Avenue. The project entailed a jack and bore under Treeline Avenue to connect to the existing force main and construction of a 20 foot deep master pump station. A 400 KW generator and odor control unit were also installed.</p>	<p>Project Name: PS S-127 and S-133 Pump Refurbishment and Bearing Replace.</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Teri Swartz</p> <p>Contract Date: April 10, 2008 Final Contract Amount: \$3,947,723.00 Completion Date: July 2010</p> <p>Project Description: 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>Project Name: Gateway Triangle Stormwater Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Department 2885 Horseshoe Drive Naples, Florida 34 239-252-8192 Shane Cox</p> <p>Engineer - Address: HDR, Inc. 200 West Forsyth Street Jacksonville, Florida 32202 Laura Phillips</p> <p>Contract Date: November 5, 2007 Final Contract Amount: \$1,021,336.78 Completion Date: July 28, 2008</p> <p>Project Description: 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>Project Name: Marco Island North Barfield & North Marco Sanitary Sewer District</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p>Engineer - Address - Phone: Boyle Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p>Contract Date: March 1, 2007</p> <p>Final Contract Amount: North Marco \$4,644,806.99 North Barfield \$7,270,729.37</p> <p>Completion Date: North Marco May 11, 2008 North Barfield March 24, 2008</p> <p>Project Description: New wastewater collection system installed to replace existing septic tanks. Work included gravity sewer, forcemain, transmission main, pump stations, road restoration, etc.</p>
<p>Project Name: NCWRF MLE Bleach Project Phase 2, Mechanical</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail, East, Building H Naples, Florida 34112 Dianna Duerl</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 Jerry Taricska 239-254-2000</p> <p>Contract Date: September 17, 2007 Final Contract Amount: \$336,412.49 Completion Date: June 17, 2008</p> <p>Project Description: Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.</p>	<p>Project Name: Rehabilitation of Master Pump Station 316</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: November 16, 2007 Final Contract Amount: \$765,823.34 Completion Date: June 3, 2008</p> <p>Project Description: Full rehab 800 GPM Master Pump Station</p>
<p>Project Name: Rehabilitation of Master Pump Station 318</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: October 9, 2007 Final Contract Amount: \$789,070.59 Completion Date: June 10, 2008</p> <p>Project Description: Fully rehab 3000 GPM Master Pump Station</p>	<p>Project Name: NCRWTP Chemical Laboratory Ventilation Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Tom Chmelik 239-732-2575</p> <p>Engineer - Address - Phone: TLC Engineering 1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907 Nicholas L. Mancuso 239-275-4240</p> <p>Contract Date: March 13, 2007 Final Contract Amount: \$749,367.67 Completion Date: November 30, 2008</p> <p>Project Description: 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><u>Project Name:</u> Connection to Water Main - Marco Shores</p> <p><u>Owner - Address - Project Manager:</u> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 James Miller</p> <p><u>Engineer - Address - Phone:</u></p> <p><u>Contract Date:</u> April 26, 2007 <u>Final Contract Amount:</u> \$188,000.00 <u>Completion Date:</u> August 31, 2007 <u>Project Description:</u> Watermain connection at Marco Shores.</p>	<p><u>Project Name:</u> Collier County NCRWTP AND SCRWTP Sand Separators</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3301 East Tamiami Trail Naples, Florida 34112 Diana Dueri</p> <p><u>Engineer - Address - Phone:</u> Hazen and Sawyer</p> <p><u>Contract Date:</u> August 1, 2008 <u>Final Contract Amount:</u> In progress <u>Completion Date:</u> In progress <u>Project Description:</u> Procurement and installation of two automatic self-cleaning sand separators (custom built in Germany) including stainless steel piping, valves, instruments and control panels. Installation of system, which included two, three-chamber pump stations, submersible pumps, venturi flowmeters, etc.</p>
<p><u>Project Name:</u> SCRWTP Raw Water Transmission Main & Appurtenances for Raw Water Wells 39S, 40S, 41S & 42S</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail, Building H Naples, Florida 34112 Peter Schall</p> <p><u>Engineer - Address - Phone:</u> Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz 561-997-8070</p> <p><u>Contract Date:</u> September 26, 2006 <u>Final Contract Amount:</u> \$1,884,000.00 <u>Completion Date:</u> April 11, 2007 <u>Project Description:</u> Installed 3500 lf of 16-inch HDPE raw water transmission main along with four new raw water wells. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of pigging stations and electrical enclosures.</p>	<p><u>Project Name:</u> Decommissioning of Pelican Bay Wastewater Treatment Plant</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><u>Engineer - Address - Phone:</u> Hazen and Sawyer 2101 Corporate Boulevard, Suite 303 Boca Raton, Florida 33431 Kurt Pfeffer 561-997-8070</p> <p><u>Contract Date:</u> February 8, 2006 <u>Final Contract Amount:</u> \$72,500.00 <u>Completion Date:</u> July 30, 2006 <u>Project Description:</u> Decommissioning of an abandoned Wastewater Treatment Plant</p>
<p><u>Project Name:</u> Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton</p> <p><u>Owner - Address - Project Manager:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Claude Nesbitt</p> <p><u>Engineer - Address - Phone:</u> Wilson Miller, Inc. 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pager 800-649-4336</p> <p><u>Contract Date:</u> March 30, 2006 <u>Final Contract Amount:</u> \$162,723.43 <u>Completion Date:</u> February 28, 2007 <u>Project Description:</u> Fire and Irrigation improvements for the Ritz Carlton. Work was coordinated to maintain fire safety at all times.</p>	<p><u>Project Name:</u> Reclaimed Water Aquifer Storage and Recovery</p> <p><u>Owner - Address - Project Manager:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Alicia Abbott</p> <p><u>Engineer - Address:</u> Water Resource Solution 1388 Colonial Boulevard Fort Myers, Florida 33907 Lloyd Horvath</p> <p><u>Contract Date:</u> April 5, 2006 <u>Final Contract Amount:</u> \$4,658,515.28 <u>Completion Date:</u> June 6, 2007 <u>Project Description:</u> Installed a deep injection well for the storage of reclaimed water coming from Collier County water treatment plants. The Owner will have full capability to recover this reclaimed water for market and/or use for their own irrigation needs.</p>

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

<p>Project Name: Tigertail Sewer District Wastewater Collection System Expansion</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p>Engineer - Address - Phone: Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p>Contract Date: March 7, 2006 Final Contract Amount: \$2,920,703.33 Completion Date: December 21, 2006 Project Description: New wastewater collection system including gravity sewer, forcemain, transmission mains, laterals, pump stations, and complete road restoration</p>	<p>Project Name: Pads for MBR and Equipment</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p>Engineer - Address - Phone: CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p>Contract Date: March 13, 2006 Final Contract Amount: \$183,000.00 Completion Date: May 13, 2006 Project Description: Four structural concrete slabs.</p>
<p>Project Name: Rosemary Park Paving & Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p>Contract Date: April 5, 2006 Final Contract Amount: \$831,805.33 Completion Date: November 1, 2006 Project Description: Drainage Improvements with RCP pipe and concrete structures.</p>	<p>Project Name: Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p>Engineer - Address: Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p>Contract Date: May 2, 2006 Final Contract Amount: \$193,287.00 Completion Date: July 19, 2006 Project Description: Drainage Improvements with RCP and concrete structures.</p>
<p>Project Name: Dortch Ave. Drainage & Paving Impvs. Hampton Street Sidewalk Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p>Contract Date: March 15, 2006 Final Contract Amount: \$316,400.50 Completion Date: August 1, 2006 Project Description: Drainage Improvements with RCP pipe and concrete structures.</p>	<p>Project Name: Lehigh Acres Interconnect with The City of Fort Myers</p> <p>Owner - Address - Project Manager - Phone: Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</p> <p>Engineer - Address - Phone: Malcom Pirnie, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-5550</p> <p>Contract Date: June 15, 2006 Final Contract Amount: \$2,884,382.00 Completion Date: April 2007 Project Description: 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>Project Name: Pump Station 109 and 113 Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: February 8, 2006 Final Contract Amount: \$ 1,229,561.25 Completion Date: September 29, 2006</p> <p>Project Description: New Pump Station & Complete Pump Station Rehab. Work included bypass pumping, structural concrete, precast concrete, electrical/instrumentation, and mechanical.</p>	<p>Project Name: Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p>Engineer - Address - Phone: CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p>Contract Date: May 23, 2006 Final Contract Amount: \$9,787,283.47 Completion Date: January 17, 2007</p> <p>Project Description: Included in similar project section</p>
<p>Project Name: Appurtenances For Wells RO 101N and 102N</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p>Engineer - Address - Phone: Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz</p> <p>Contract Date: May 24, 2005 Final Contract Amount: \$597,000.00 Completion Date: January 27, 2006</p> <p>Project Description: Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation</p>	<p>Project Name: Construction of Wells 35 & 36</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Howard Brogdon</p> <p>Engineer - Address - Phone: Camp Dresser & McKee, Inc. 9311 College Parkway, Suite 1 Fort Myers, Florida 33919 Adam Sobolewski 239-432-9494</p> <p>Contract Date: August 16, 2005 Final Contract Amount: \$998,980.97 Completion Date: January 30, 2006</p> <p>Project Description: Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation</p>
<p>Project Name: 12th Avenue Interconnect Booster PS</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p>Engineer - Address - Phone: Hazen and Sawyer 1905 South 25th Street, Suite 103 Fort Pierce, Florida 34947 Albert Muniz</p> <p>Contract Date: August 8, 2005 Final Contract Amount: \$1,083,000.00 Completion Date: October 31, 2006</p> <p>Project Description: New Wellfield Booster Pump Station including structural concrete, a precast building, mechanical piping, major electrical and instrumentation.</p>	<p>Project Name: NCWRF Rebuild filter Set 1 Clean and Paint Filter Beds</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Guliani</p> <p>Engineer - Address - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Guliani</p> <p>Contract Date: March 1, 2005 Final Contract Amount: \$354,817.00 Completion Date: September 14, 2005</p> <p>Project Description: Clean out existing filter beds, paint, and install new filter sand.</p>

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

<p>Project Name: SCWRF Rehabilitation Piping Odor Control Modifications</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Vaughn Williams</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 E. Joseph Goetz, Jr. 239-254-2000</p> <p>Contract Date: November 21, 2005 Final Contract Amount: \$217,900.00 Completion Date: July 12, 2006 Project Description: Modifications to the existing Odor Control System</p>	<p>Project Name: Michigan Street Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135 239-949-6262</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: January 10, 2005 Final Contract Amount: \$243,610.00 Completion Date: September 1, 2005 Project Description: Drainage improvements with RCP pipe and concrete structures.</p>
<p>Project Name: Richview Court Drainage Maintenance</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: City of Bonita Springs Public Works Department</p> <p>Contract Date: December 27, 2005 Final Contract Amount: \$29,333.50 Completion Date: January 30, 2006 Project Description: Drainage improvements with RCP pipe and concrete structures.</p>	<p>Project Name: I-75 and Alico Road Interchange Reconstr.</p> <p>Owner - Address - Project Manager - Phone: Florida Department of Transportation Tallahassee, Florida</p> <p>Engineer - Address - Phone: Contractor: Engineer: Thomas Boyle Kiewit Southern 239-432-2732 450 Dividend Drive 16999 James Whitehead Road Peachtree City, Georgia Fort Myers, Florida 33912</p> <p>Contract Date: October 5, 2005 Final Contract Amount: \$1,288,742.63 Completion Date: June 2007 Project Description: Installed 12,000 LF of 36" Ductile Iron Pipe including jack & bores, and all testing. Work was performed as a subcontractor.</p>
<p>Project Name: Culvert Replacement in the River Oaks, Palm River Subdivision</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Margaret Bishop</p> <p>Engineer - Address - Phone: Collier County Stormwater Management</p> <p>Contract Date: April 4, 2005 Final Contract Amount: \$576,642.50 Completion Date: July 8, 2005 Project Description: Drainage improvements with RCP pipe and concrete structures.</p>	<p>Project Name: Twin Lakes Interconnect</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Gianfranco Nicolaci</p> <p>Engineer - Address - Phone: Agnoli Barber & Brundage, Inc. 7400 Tamiami Trail North, Suite 200 Naples, Florida 34108 Roger Sandrus</p> <p>Contract Date: September 12, 2005 Final Contract Amount: \$750,120.76 Completion Date: March 1, 2006 Project Description: Drainage improvements with RCP pipe and concrete structures.</p>

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ 5%

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

hereinafter called the PRINCIPAL, and Hartford Accident and Indemnity Company
a corporation duly organized under the laws of the State of CT having
its principal place of business at P.O. Box 2103, 690 Asylum Ave., Hartford, CT
06115 in the State
of CT and authorized to do business in the State of Florida, as SURETY, are held
firmly bound unto hereinafter called the Obligee, in the sum of five percent of
attached bid DOLLARS (\$ 5%)

for the payment for which we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal for:
SMATHERS BEACH RENOURISHMENT / GR 0701, said Bid Proposal, by reference thereto,
being hereby made a part hereof.

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

SMATHERS BEACH RENOURISHMENT / GR 0701

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check,
certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid
as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with
the Owner for the performance of said Contract, within 5 working days after written notice
having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 5 working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 31st day of January, 2011.

Douglas N. Higgins, Inc.
PRINCIPAL

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

Hartford Accident and Indemnity Company
SURETY

By: Walter M. Johnson
Attorney-In-Fact

Dale A. Ben
Dale A. Ben
FL Resident Agent
Seitin & Co. 2001 NW 37th Ave.
Miami, FL 33172 305 591 3000

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 January 31, 2011.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

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.

By: Kelly a. Wilkie

Sworn and subscribed before me this 31st day of January, 2011

Michigan
NOTARY PUBLIC, State of Florida at Large

R. Suzanne Hawker

My Commission Expires:

R. SUZANNE HAWKER
Notary Public, Washtenaw County, MI
My Commission Expires Mar 7, 2011

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 Smathers Beach
Renourishment Project No. GR 0701

2. This sworn statement is submitted by ~~Kelly A. Wilkie~~ 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.)

Kellya. Wilkie
(signature)
January 31, 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 31st day of January, 2011

My commission expires:

FL SUZANNE HAWKER
Notary Public, Washtenaw County, MI
My Commission Expires Mar 7, 2011

Suzanne Hawker
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: Douglas N. Higgins, Inc., SEAL:
3390 Travis Pointe Rd. Suite A
Ann Arbor, MI 48108
Address
Kelly A. Wilkie
Signature
Kelly A. Wilkie
Print Name
Vice - President
Title
DATE: January 31, 2011

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. Proposal 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 must be a licensed contractor by the state of Florida and submit proof of such with the bid.
- 11. Proposal submitted intact with the volume containing the Bidding Requirements. 1 original 2 copies and 2 CDs each with complete bid package.
- 12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid

* * * * *

SAMPLE STATISTICS

SAMPLE IDENTITY: STEWART BCH01

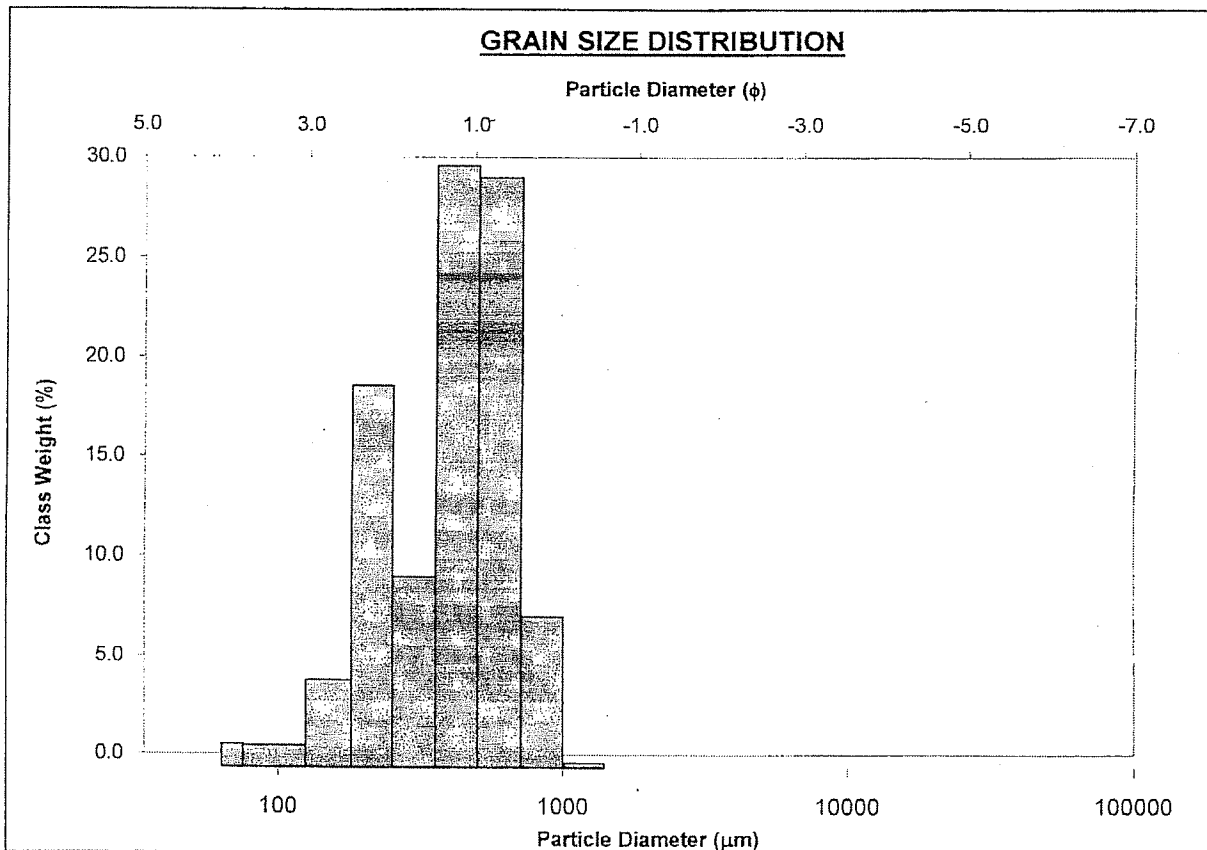
ANALYST & DATE: ,

SAMPLE TYPE: Bimodal, Moderately Sorted

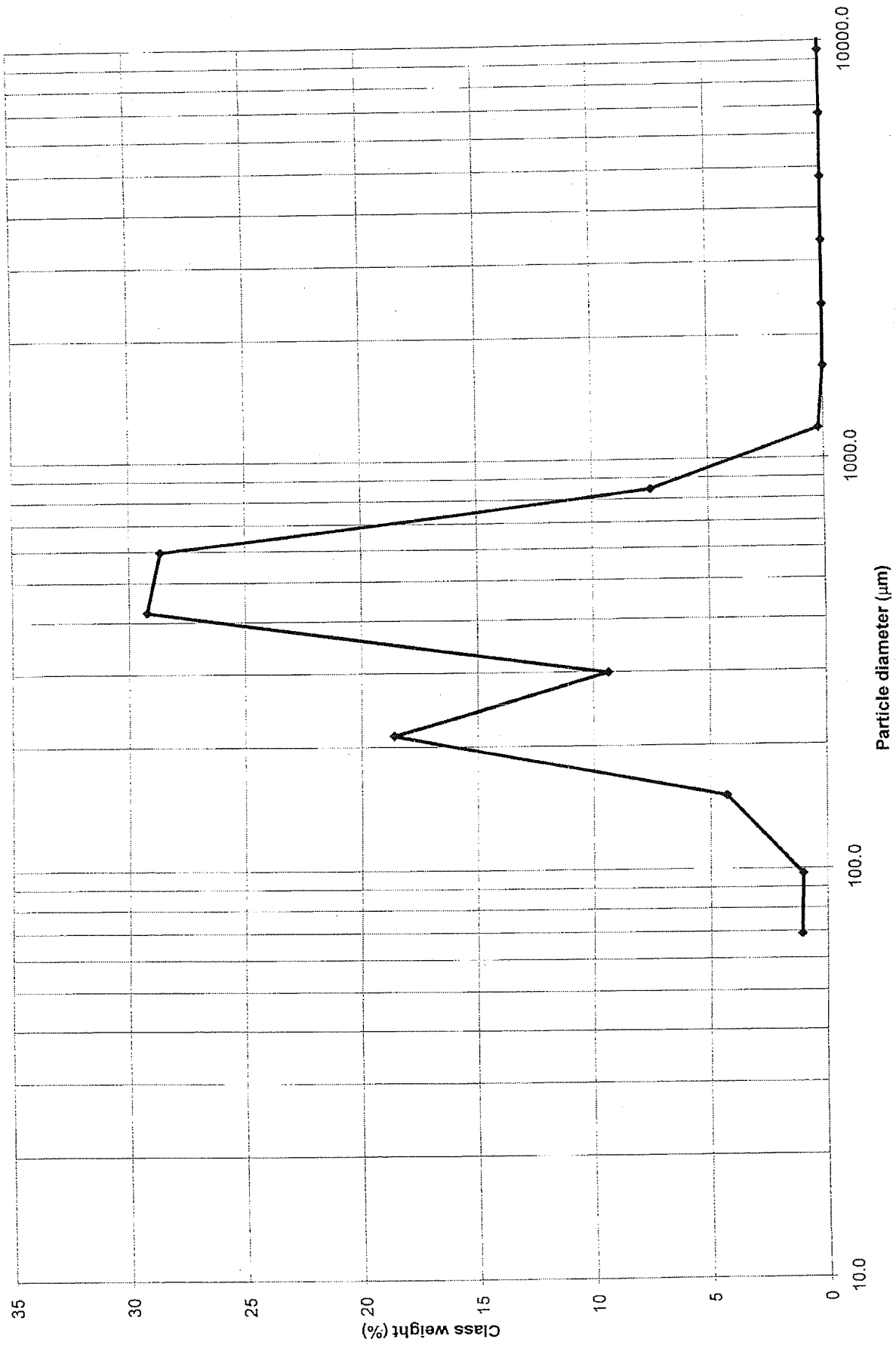
TEXTURAL GROUP: Sand

SEDIMENT NAME: Moderately Sorted Medium Sand

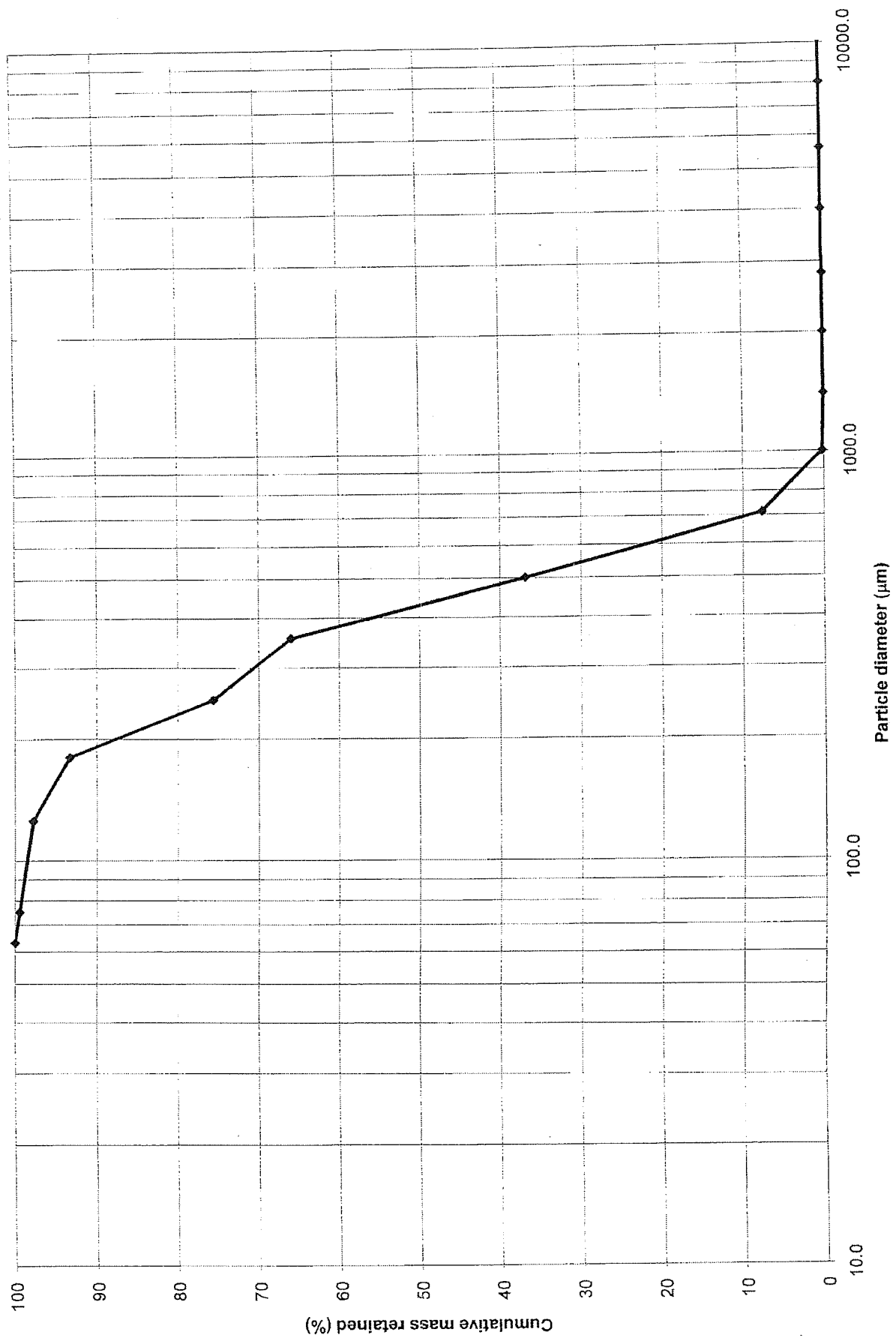
	μm	ϕ	GRAIN SIZE DISTRIBUTION			
	MODE 1:	427.5	1.247	GRAVEL: 0.0%	COARSE SAND: 36.7%	
MODE 2:	215.0	2.237	SAND: 100.0%	MEDIUM SAND: 38.7%		
MODE 3:			MUD: 0.0%	FINE SAND: 22.3%		
D ₁₀ :	191.4	0.535		V FINE SAND: 2.1%		
MEDIAN or D ₅₀ :	428.5	1.223	V COARSE GRAVEL: 0.0%	V COARSE SILT: 0.0%		
D ₉₀ :	690.4	2.385	COARSE GRAVEL: 0.0%	COARSE SILT: 0.0%		
(D ₉₀ / D ₁₀):	3.606	4.462	MEDIUM GRAVEL: 0.0%	MEDIUM SILT: 0.0%		
(D ₉₀ - D ₁₀):	499.0	1.851	FINE GRAVEL: 0.0%	FINE SILT: 0.0%		
(D ₇₅ / D ₂₅):	2.260	2.481	V FINE GRAVEL: 0.0%	V FINE SILT: 0.0%		
(D ₇₅ - D ₂₅):	321.5	1.176	V COARSE SAND: 0.2%	CLAY: 0.0%		
	METHOD OF MOMENTS			FOLK & WARD METHOD		
	Arithmetic	Geometric	Logarithmic	Geometric	Logarithmic	Description
	μm	μm	ϕ	μm	ϕ	
MEAN (\bar{x}):	443.6	388.9	1.362	389.0	1.362	Medium Sand
SORTING (σ):	198.1	1.669	0.739	1.685	0.753	Moderately Sorted
SKEWNESS (S_k):	0.378	-0.679	0.679	-0.246	0.246	Fine Skewed
KURTOSIS (K):	2.752	3.047	3.047	0.818	0.818	Platykurtic



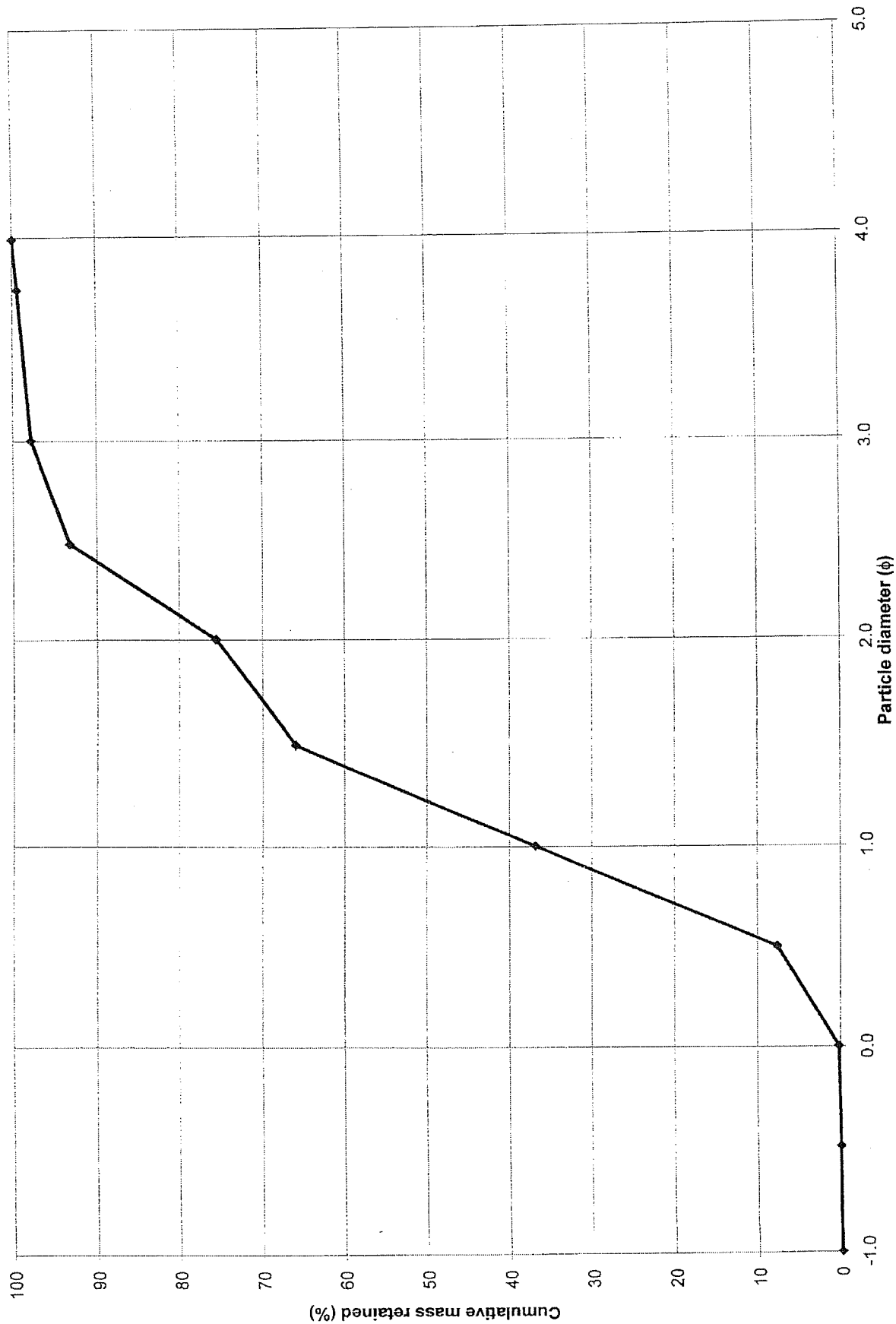
Frequency Distribution Curve



Cumulative Frequency Curve



Cumulative Frequency Curve



ALLIED ENGINEERING AND TESTING, INC.

5850 Corporation Circle, Fort Myers, Florida 33905 PH. 239-334-6833 FAX. 239-334-6614
Certificate of Authorization No.: 4698


GRAINSIZE ANALYSIS REPORT

METHOD USED - FM 1-T027

CLIENT: Stewart Mining
PROJECT: CMT Testing
ALLIED PROJECT NO.: 39-0387
SAMPLE NO.: BCH01
SAMPLE DATE: 12/07/09
TESTED DATE: 12/11/09
TESTED BY: K. Hazard
SAMPLE LOCATION: Stockpile
SAMPLE DESCRIPTION: Tan Sand
SAMPLED BY: Client

SIEVE SIZE:	TOTAL % PASSING
5/8"	100
7/16"	100
5/16"	100
No. 3.5	100
No. 4	100
No. 5	99.8
No. 10	93.1
No. 18	66.8
No. 35	30.6
No. 60	8.6
No. 80	2.6
No. 120	0.7
No. 200	0.2
No. 230	0.2

Reviewed
By:


Paul J. D'huyvetter, P.E.
Florida License #59716

12/16/09

ALLIED ENGINEERING AND TESTING, INC.

5850 Corporation Circle, Fort Myers, Florida 33905 PH. 239-334-6833 FAX. 239-334-6614
Certificate of Authorization No.: 4698


SPECIFIC GRAVITY REPORT

METHOD USED - ASTM C-127

CLIENT: Stewart Mining
PROJECT: CMT Testing
ALLIED PROJECT NO.: 39-0387
SAMPLE NO.: SM0003
SAMPLE DATE: 12/07/09
TESTED DATE: 12/10/09
TESTED BY: K. Hazard
SAMPLE LOCATION: Stockpile
SAMPLE DESCRIPTION: Beach Rejuvenation
SAMPLED BY: Client

DRY BULK:	2.628
BULK (SSD):	2.637
APPARENT:	2.653
ABSORPTION :	0.4%

Reviewed
By:


Paul J. D'huyvetter, P.E.
Florida License #59716

12/17/09

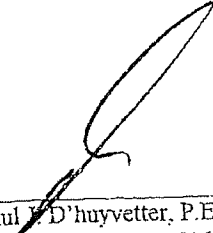
MUNSELL COLOR TEST REPORT

CLIENT:	Stewart Mining
PROJECT:	CMT Testing
ALLIED PROJECT NO.:	39-0387
SAMPLE NO.:	SM003
SAMPLE DATE:	12/07/09
TESTED DATE:	12/14/09
TESTED BY:	K. Hazard
SAMPLE LOCATION:	Stockpile
SAMPLE DESCRIPTION:	Beach Rejuvenation
SAMPLED BY:	Client

TEST RESULTS

10 YR 8/1 WHITE SAND

Reviewed
By:



Paul D'huyvetter, P.E.
Florida License #59716

11/5/10

ALLIED ENGINEERING AND TESTING, INC.

5850 Corporation Circle, Fort Myers, Florida 33905 PH. 239-334-6833 FAX. 239-334-6614
Certificate of Authorization No.: 4698

CALCIUM CARBONATE TEST REPORT


METHOD USED: FM 5-514

CLIENT: Stewart Mining
PROJECT: CMT Testing
ALLIED PROJECT NO.: 39-0387
SAMPLE NO.: BCH01
SAMPLE DATE: 12/07/09
TESTED DATE: 12/11/09
TESTED BY: K. Hazard
SAMPLE LOCATION: Stockpile
SAMPLE DESCRIPTION: Tan Sand
SAMPLED BY: Client

TEST RESULTS

TOTAL PERCENTAGE OF CALCIUM OF CARBONATES: 1%

Reviewed
By:


Paul J. D'huyvelter, P.E.
Florida License #59716

12/16/09

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5850 Corporation Circle, Fort Myers, Florida 33905 PH. 239-334-6833 FAX. 239-334-6614
Certificate of Authorization No.: 4698




ORGANIC PLATE REPORT

METHOD USED - ASTM C-40-92

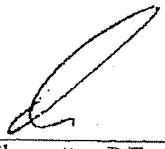
CLIENT: Stewart Mining
PROJECT: CMT Testing
ALLIED PROJECT NO.: 39-0387
SAMPLE NO.: BCH01
SAMPLE DATE: 12/07/09
TESTED DATE: 12/11/09
TESTED BY: K. Hazard
SAMPLE LOCATION: Stockpile
SAMPLE DESCRIPTION: Tan Sand
SAMPLED BY: Client

ORGANIC IMPURITIES IN FINE AGGREGATES FOR CONCRETE

ORGANIC PLATE: 1

COLOR MATRIX	
1	
2	
3	
4	
5	

Reviewed
By:


Paul J. D'huyvetter, P.E.
Florida License #59716

12/11/09