### PORT ST. LUCIE HART OF THE TREATMER COAST

### City of Port St. Lucie

### Procurement Management Division

Nathaniel Rubel, Assistant Director 121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984

### [DOUGLAS N. HIGGINS, INC.] RESPONSE DOCUMENT REPORT

GEN No. 20250062

Replace & Automate Four (4) Water Control Structures

RESPONSE DEADLINE: April 29, 2025 at 2:00 pm Report Generated: Saturday, May 3, 2025

Douglas N. Higgins, Inc. Response

### **CONTACT INFORMATION**

### Company:

Douglas N. Higgins, Inc.

Email:

tammyl@dnhiggins.com

Contact:

Tammy Ludwig

Address:

4485 Enterprise Ave. Naples, FL 34104

Phone:

N/A

Website:

www.dnhiggins.com

Submission Date:

Apr 29, 2025 12:55 PM (Eastern Time)

### ADDENDA CONFIRMATION

No addenda issued

### **QUESTIONNAIRE**

1. Respondent Submittals (without Cost)\*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

E-Bid\_20250062\_-\_Attachment\_O.pdf

2. Was the State of Florida General Contractor's License uploaded?\*

Yes

3. Was a copy of the 5% Bid Bond uploaded?\*

Yes

4. Was the Project Management Plan uploaded?\*

Yes

5. Was the Proposed Project Schedule uploaded?\*

Yes

6. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\*

Confirmed

### **PRICE TABLES**

### A-14 WATER CONTROL STRUCTURE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$137,000.00	\$137,000.00
2	Maintenance of Traffic (MOT)	1	LS	\$20,000.00	\$20,000.00
3	Pre and Post Construction Video	1	LS	\$5,000.00	\$5,000.00
4	Construction Staking and Record Drawings	1	LS	\$10,000.00	\$10,000.00
5	Staked Silt Fence	260	LF	\$5.00	\$1,300.00
6	Floating Turbidity	250	LF	\$30.00	\$7,500.00
7	Soil Tracking Prevention Device	1	EA	\$5,000.00	\$5,000.00
8	Inlet Protection	2	EA	\$500.00	\$1,000.00
9	Dewatering Operations - Complete (w/Coffer Dam)	1	LS	\$240,000.00	\$240,000.00
10	Removal of Existing Structures/Demolition	1	LS	\$160,000.00	\$160,000.00
11	Clearing & Grabbing	0.5	AC	\$35,000.00	\$17,500.00
12	Performance Turf, Sod	1,300	SY	\$11.00	\$14,300.00
13	Concrete Class II, Endwalls	7.2	CY	\$5,900.00	\$42,480.00
14	Concrete Class IV, Bulkhead	38	CY	\$4,100.00	\$155,800.00
15	Reinforcing Steel, Bulkhead	1,530	LB	\$3.00	\$4,590.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Pipe Culvert, CAP, Elliptical, 38"x60"	88	LF	\$420.00	\$36,960.00
17	Sheet Piling Steel, F&I, Permanent	3,968	SF	\$130.00	\$515,840.00
18	Pipe Guiderail, Aluminium	69	LF	\$110.00	\$7,590.00
TOTAL					\$1,381,860.00

### A-16 WATER CONTOL STRUCTURE

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
19	101-1	Mobilization (includes Construction Survey & Record Drawings)	1	LS	\$105,000.00	\$105,000.00
20	999-1	Pre-Construction Video	1	LS	\$2,000.00	\$2,000.00
21	999-2	Existing Utility Pothole Locates with Survey (2 Locations)	2	EA	\$600.00	\$1,200.00
22	102-1	Maintenance of Traffic / Parking / Detours	1	LS	\$12,000.00	\$12,000.00
23	104-10-3	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	\$6,000.00	\$6,000.00
24	101-1-1	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CMP Pipe, Concrete & All Other Debris	1	LS	\$43,000.00	\$43,000.00
25	999-3	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	\$43,000.00	\$43,000.00
26	999-4	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	\$37,000.00	\$37,000.00
27	999-5	Fine Grading	1	LS	\$8,000.00	\$8,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
28	999-6	Open Cut Roadway Repair	1	LS	\$35,000.00	\$35,000.00
29	430-175-118	Pipe Culvert, Optional Material, Round,18" S/CD	74	LF	\$110.00	\$8,140.00
30	430-175-236	Pipe Culvert, Optional Material, Elliptical, 36" S/CD	208	LF	\$330.00	\$68,640.00
31	430-536-202	Straight Conc. Endwalls, 36" Double, Elliptical	2	EA	\$24,000.00	\$48,000.00
32	430-982-125	Mitered End Section, Optional Round, 18" SD	4	EA	\$2,400.00	\$9,600.00
33	999-7	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~984 sf)	1	LS	\$82,000.00	\$82,000.00
34	999-8	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	\$74,000.00	\$74,000.00
35	999-9	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	\$91,000.00	\$91,000.00
36	530-3-3	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	1,050	TN	\$70.00	\$73,500.00
37	570-1-2	Performance Turf (Sod) (Bahia)	4,000	SY	\$11.00	\$44,000.00
38	999-10	Handrail (includes all Incidental Items)	1	LS	\$14,000.00	\$14,000.00
39	999-11	316 S.S. Slide Gate (30")	1	EA	\$22,000.00	\$22,000.00
40	999-12	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	\$150,000.00	\$150,000.00
41	999-13	Control Panel Concrete Pad (Class II)	1	LS	\$5,000.00	\$5,000.00
42	999-14	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	\$43,000.00	\$43,000.00
43	999-15	Water Level Transducers (includes all Incidental Items)	2	LS	\$5,000.00	\$10,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
44	999-16	Electric Motor Actuator (includes all Incidental Items)	1	EA	\$5,000.00	\$5,000.00
45	999-17	2" Conduits (Electric Service)	250	LF	\$40.00	\$10,000.00
46	550-10-220	Fence (Type 'B', 6' Height, Standard)	50	LF	\$160.00	\$8,000.00
47	550-60-211	Fence Gate (Type 'B', Single, 4' Opening)	1	EA	\$3,200.00	\$3,200.00
TOTAL	1		I	1	I	\$1,061,280.00

### A-17 WATER CONTOL STRUCTURE

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
48	101-1	Mobilization (includes Construction Survey & Record Drawings)	1	LS	\$105,000.00	\$105,000.00
49	999-1	Pre-Construction Video	1	LS	\$2,000.00	\$2,000.00
50	999-2	Existing Utility Pothole Locates with Survey (12 Locations)	12	EA	\$600.00	\$7,200.00
51	102-1	Maintenance of Traffic / Parking / Detours	1	LS	\$12,000.00	\$12,000.00
52	104-10-3	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	\$6,000.00	\$6,000.00
53	101-1-1	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CMP Pipe, Concrete & All Other Debris	1	LS	\$43,000.00	\$43,000.00
54	999-3	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	\$43,000.00	\$43,000.00
55	999-4	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	\$37,000.00	\$37,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
56	999-5	Fine Grading	1	LS	\$8,000.00	\$8,000.00
57	999-6	Open Cut Roadway Repair	1	LS	\$35,000.00	\$35,000.00
58	430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD	32	LF	\$110.00	\$3,520.00
59	430-175-130	Pipe Culvert, Optional Material, Round, 30" S/CD	40	LF	\$310.00	\$12,400.00
60	430-175-236	Pipe Culvert, Optional Material, Elliptical, 36" S/CD	208	LF	\$330.00	\$68,640.00
61	430-536-202	Straight Conc. Endwalls, 36" Double, Elliptical	2	EA	\$24,000.00	\$48,000.00
62	430-984-125	Mitered End Section, Optional Round, 18" SD	2	EA	\$2,200.00	\$4,400.00
63	430-984-133	Mitered End Section, Optional Round, 30" SD	2	EA	\$3,200.00	\$6,400.00
64	999-7	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~1,117 sf)	1	LS	\$82,000.00	\$82,000.00
65	999-8	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	\$80,000.00	\$80,000.00
66	999-9	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	\$94,000.00	\$94,000.00
67	530-3-3	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	850	TN	\$70.00	\$59,500.00
68	570-1-2	Performance Turf (Sod) (Bahia)	3,500	SY	\$11.00	\$38,500.00
69	999-10	Handrail (includes all Incidental Items)	1	LS	\$14,000.00	\$14,000.00
70	999-11	316 S.S. Slide Gate (30")	1	EA	\$22,000.00	\$22,000.00
71	999-12	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	\$150,000.00	\$150,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
72	999-13	Control Panel Concrete Pad (Class II)	1	LS	\$5,000.00	\$5,000.00
73	999-14	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	\$43,000.00	\$43,000.00
74	999-15	Water Level Transducers (includes all Incidental Items)	2	LS	\$5,000.00	\$10,000.00
75	999-16	Electric Motor Actuator (includes all Incidental Items)	1	EA	\$5,000.00	\$5,000.00
76	999-17	2" Conduits (Electric Service)	250	LF	\$40.00	\$10,000.00
77	999-18	Valve Box Adjustment	3	EA	\$1,800.00	\$5,400.00
78	999-19	Utility MH Rim Adjustment	2	EA	\$1,800.00	\$3,600.00
79	550-10-220	Fence (Type 'B', 6' Height, Standard)	50	LF	\$160.00	\$8,000.00
80	550-60-211	Fence Gate (Type 'B', Single, 4' Opening)	1	EA	\$3,200.00	\$3,200.00
TOTAL	1		ı	1	1	\$1,074,760.00

### A-18 WATER CONTOL STRUCTURE

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
81	101-1	Mobilization (includes Construction Survey & Record Drawings)	1	LS	\$126,000.00	\$126,000.00
82	999-1	Pre-Construction Video	1	LS	\$2,000.00	\$2,000.00
83	999-2	Existing Utility Pothole Locates with Survey (2 Locations)	2	EA	\$600.00	\$1,200.00
84	104-10-3	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	\$4,000.00	\$4,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
85	104-15	Soil Tracking Prevention Device	1	LS	\$5,000.00	\$5,000.00
86	101-1-1	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CAP Pipe, Concrete, Vegetation & All Other Debris	1	LS	\$43,000.00	\$43,000.00
87	999-3	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	\$39,000.00	\$39,000.00
88	999-4	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	\$38,000.00	\$38,000.00
89	999-5	Fine Grading	1	LS	\$8,000.00	\$8,000.00
90	999-6	Access Rd Maint. & Repair (incl. Grading, Sod, Hyroseed, etc.)	1	LS	\$18,000.00	\$18,000.00
91	999-7	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~2,871 sf)	1	LS	\$140,000.00	\$140,000.00
92	999-8	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	\$140,000.00	\$140,000.00
93	999-9	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	\$113,000.00	\$113,000.00
94	530-3-3	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	400	SY	\$70.00	\$28,000.00
95	570-1-2	Performance Turf (Sod) (Bahia)	1,500	SY	\$11.00	\$16,500.00
96	570-1-2	Performance Turf (Hydroseed)	10,000	SY	\$4.00	\$40,000.00
97	999-10	Handrail (includes all Incidental Items)	1	LS	\$29,000.00	\$29,000.00
98	999-11	316 S.S. Slide Gate (43" x 68" Elliptical)	3	EA	\$48,000.00	\$144,000.00
99	999-12	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	\$220,000.00	\$220,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
100	999-13	Control Panel Concrete Pad (Class II)	1	LS	\$5,000.00	\$5,000.00
101	999-14	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	\$43,000.00	\$43,000.00
102	999-15	Water Level Transducers (includes all Incidental Items)	2	LS	\$5,000.00	\$10,000.00
103	999-16	Electric Motor Actuator (includes all Incidental Items)	3	EA	\$4,000.00	\$12,000.00
104	999-17	4" PVC Conduit (includes all bends/sweeps)	1,230	LF	\$40.00	\$49,200.00
105	999-18	Electric Pull Box	3	EA	\$5,000.00	\$15,000.00
106	999-19	4" HDPE Directional Drill (includes all Incidental Items)	370	LF	\$85.00	\$31,450.00
107	999-20	Modified Fan Guard (includes all incidental items)	1	LS	\$8,000.00	\$8,000.00
108	550-10-220	Fence (Type 'B', 6' Height, Standard)	85	LF	\$160.00	\$13,600.00
109	550-60-211	Fence Gate (Type 'B', Single, 4' Opening)	2	EA	\$3,200.00	\$6,400.00
TOTAL			1	1	1	\$1,348,350.00

### CONTRACTOR'S GENERAL INFORMATION WORKSHEET/QUESTIONNAIRE E-Bid #20250062 – ATTACHMENT O

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

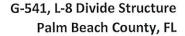
The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dat	ted at Naples, Florida, this 29th day of April, 2025 (Location)	
Naı By:	me of Organization/Contractor:	
	Corporation, Partnership, Joint Venture, Individual or other? Corporation  Firm's name and main office address, telephone and fax numbers	
۷.	Name: Douglas N. Higgins, Inc.  Address: 4485 Enterprise Ave.	
	Naples, FL 34104	
	Telephone Number: 239-774-3130  Fax Number: 239-774-4266	
3.	Contact person: Daniel Higgins Email: DanH@dnhiggins.com	
4. 5.	Firm's previous names (if any)N/A  How many years has your organization been in business?59 years	
6.	Has your firm ever received a cure notice from a government entity? ( ) Yes (x) No If yes, please explain:	
7.	ADDENDUM ACKNOWLEDGMENT - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:	n
	Addendum Number Date Issued Addendum Number Date Issued	

- 8. Provide a Detailed Project Management Plan for the project. This is a mandatory document.
- 9. Provide the Proposed Project Schedule. This is a mandatory document.
- 10. List five (5) water control structure rehabilitation / modification projects (can be new construction) similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1
Project Name: BCB Electrification of Cork 1, CR951-1, and CR951-2
Description & size: Electrification of water control structure at 3 locations. This is part of the Big Cypress Basin
Field Station serevice area. Installation of Gates to regulate water levels in the canals to maximize groundwater recharge
and flood control potential.
Location: Naples, FL
Client Name, Phone Number & Email: SFWMD, (561) 682-2614, Jleblanc@sfwmd.gov
Value of Total Contract: \$639,777.80
Date of Completion: 11/22/2021
Firm's Percentage of Total Contract: 119.75%
Number of Change Orders: 2
Value of Change Orders: \$126,369.93
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes
Project Number 2
Project Name: See Attached
Description & size;
Location:
Client Name, Phone Number & Email:
Value of Total Contract:
Date of Completion:
Firm's Percentage of Total Contract:
Number of Change Orders:
Value of Change Orders:
Was Project Completed on Schedule:
Was Project Completed within Budget?
Project Number 3
Project Name: See Attached

Description & size;
Location:
Client Name, Phone Number & Email:
Value of Total Contract:
Date of Completion:
Firm's Percentage of Total Contract:
Number of Change Orders:
Value of Change Orders:
Was Project Completed on Schedule:
Was Project Completed within Budget?
Dual ant November 4
Project Number 4 Project Name: See Attached
Description & size:
Description & size.
Location:
Client Name, Phone Number & Email:
Value of Total Contract:
Date of Completion:
Firm's Percentage of Total Contract:
Number of Change Orders:
Value of Change Orders:
Was Project Completed on Schedule;
Was Project Completed within Budget?
Delevared of
Project Number 5 Project Name: See Attached
Description & size:
Description & size.
Location:
Client Name, Phone Number & Email:
Value of Total Contract:
Date of Completion:
Firm's Percentage of Total Contract:
Number of Change Orders:





Owner:

South Florida Water Management District

Contact:

Greg Coffelt, P.E., PMP

**Principal Engineer** 3301 Gun Club Road

West Palm Beach, FL 33406

(561) 682-6853

gcoffelt@sfwmd.gov

Engineer:

South Florida Water Management District

Contact:

**Contact Owner Above** 

**Start Date:** 

October 2014

**Completion Date:** 

September 2016

**Original Contract:** 

\$ 4,444,443.00

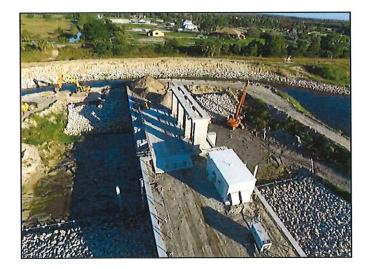
Reason for Change: Owner Added Work Scope

(Deer Run Culvert)

**Final Contract:** 

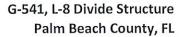
\$ 4,584,110.98

Scope of Work: This project involved the construction of a triple gated, cast-in-place water control structure on the L-8 Canal in Palm Beach County. Major project components included construction of a 700 cfs rip rap lined by-pass canal around the structure, earthern plug installations to allow for construction site dewatering, 60" diameter CAP installation, sheet pile installation, rip rap bank armoring, structural concrete, installation of a precast concrete control building with LPG generator, fabrication and installation of three (3) 13' x 15' roller gates complete with hoist operators and electrical / controls / instrumentation.





Relevancy - Water Control Structure





Owner:

South Florida Water Management District

Contact:

Greg Coffelt, P.E., PMP

**Principal Engineer** 3301 Gun Club Road

West Palm Beach, FL 33406

(561) 682-6853

gcoffelt@sfwmd.gov

**Engineer:** 

South Florida Water Management District

Contact:

**Contact Owner Above** 

**Start Date:** 

October 2014

**Completion Date:** 

September 2016

**Original Contract:** 

\$ 4,444,443.00

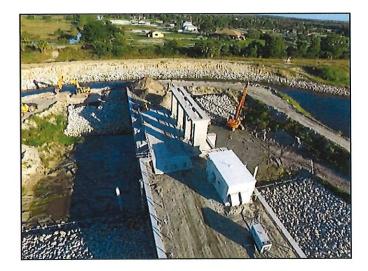
Reason for Change: Owner Added Work Scope

(Deer Run Culvert)

**Final Contract:** 

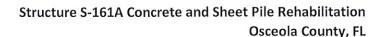
\$ 4,584,110.98

Scope of Work: This project involved the construction of a triple gated, cast-in-place water control structure on the L-8 Canal in Palm Beach County. Major project components included construction of a 700 cfs rip rap lined by-pass canal around the structure, earthern plug installations to allow for construction site dewatering, 60" diameter CAP installation, sheet pile installation, rip rap bank armoring, structural concrete, installation of a precast concrete control building with LPG generator, fabrication and installation of three (3) 13' x 15' roller gates complete with hoist operators and electrical / controls / instrumentation.





Relevancy - Water Control Structure





Owner:

St. Johns River Water Management District

Contact:

Woody Boynton

Bureau Chief

Operations and Maintenance

4049 Reid Street Palatka, FL 32177 (386) 312-2300

wboynton@sjrwmd.com

Engineer:

St. Johns River Water Management District

Contact:

Bill Cote, PE

Supervising Professional Engineer District Projects and Construction

4049 Reid Street Palatka, FL 32177 (386) 329-4109 wcote@sjrwmd.com

Start Date:

December 2013

**Completion Date:** 

July 2014

**Original Contract:** 

\$ 856,995.00

Reason for Change:

Quantity Adjustments and

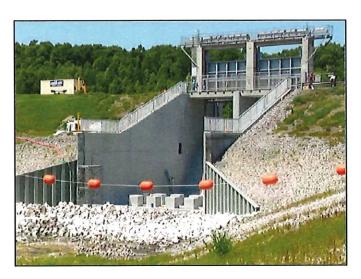
Owner Added Work Scope

(Handrails and Ladders)

Final Contract: \$ 916,122.80

**Scope of Work:** This project involved structure dewatering, concrete hydroblasting, restoration of the entire concrete structure, repair and recoating of steel sheet piling, refurbishment of two (2) 3' x 5' slide gates and operators, metal supply and installation, repair of upstream and downstream safety barriers / trash racks and rip rap installation. The S-161A structure was orignally constructed by the USACE in 1990 and is a double gated, hydraulically controlled spillway with a maximum discharge capacity of 8,465 CFS. Main gate dimensions are 21'-6" x 16'-3".





Relevancy - Water Control Structure





Owner:

St. Johns River Water Management District

Contact:

Woody Boynton

Bureau Chief

Operations and Maintenance

4049 Reid Street Palatka, FL 32177 (386) 312-2300

wboynton@sjrwmd.com

Engineer:

St. Johns River Water Management District

Contact:

Bill Cote, PE

Supervising Professional Engineer

District Projects and Construction

4049 Reid Street Palatka, FL 32177 (386) 329-4109 wcote@sjrwmd.com

Start Date:

February 2016

**Completion Date:** 

December 2016

**Original Contract:** 

\$ 1,765,336.00

Reason for Change:

Quantity Adjustments and

**Final Contract:** 

\$ 1,956,551.73

Owner Added Work Scope (Gate Hoist Refurbishment)

**Scope of Work:** The S-164 structure was orignally constructed by the USACE in 1967 to serve the Taylor Creek Reservoir and is a single gate, hydraulically controlled spillway with a maximum discharge capacity of 3,000 CFS. Main gate dimensions are 24' x 12'. This project involved complete structure refurbishment including sheet pile cofferdams, dewatering, concrete hydroblasting and restoration, repair and recoating of steel sheet piling, replacement of two (2) 3' x 4' slide gates and operators, miscellaneous metal / handrail installations, replacement of the upstream safety barriers, rip rap installation and gate hoist refurbishment.





Relevancy - Water Control Structure

	alue of Change Orders:
W	as Project Completed on Schedule:
W	as Project Completed within Budget?
shee	subcontractors and major material suppliers for the project. Include telephone numbers. Insert addition the sif necessary. Attach all licenses and certifications that qualify them to perform the work.  Rip Rap - Star Quarries  RCP Pipe - County Materials  Sheeting - Samuel Roll Form  Electrical - Current Connections  Concrete - 3C Construction
(	Weir Gates - Whipps or Golden Harvest
Has Cont the p in th	the Contractor or any principals of the applicant organization failed to qualify as a responsible tractor; refused to enter into a contract after an award has been made; failed to complete a contract during the cast five (5) years or been declared to be in default in any contract or been assessed liquidated damage le last five (5) years? List the name of project, location, client, engineer, date and reason. Use addition es if needed.
To	otal Number of Projects where Failure to Complete Work Occurred: None
	Project Number 1
Pr	roject Name:
Pr	roject Location:
Cl	lient Name and Phone Number:
Er	ngineer Name and Phone Number:
D	ate:
Re	eason:
Inse	rt additional projects if needed.
11 o	the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter put into receivership?  Yes ( ) No ( x)
	es, please explain:

None	
(N/A is not an acceptable answer - insert lines if neede	d)
List any criminal violations and/or convictions of the I	Proposer and/or any of its principals:
(N/A is not an acceptable answer - insert lines if neede	d)
MADO	Vice President
Signature - Michael Lobello	Title

### NOTICE TO ALL PROPOSERS

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Ms. Robyn Holder, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Robyn Holder, Procurement Manager with the Procurement Management Department via e-mail <a href="mailto:rholder@cityofpsl.com">rholder@cityofpsl.com</a>, or by phone 772-281-9284. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the <u>DemandStar's Website</u> for retrieval. All notice of intent to award documentation will be published on the <u>City Clerk's Website</u>. Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name:	Michael Lobe	No Vice President	
Signed:	////	12/2	
Company and Jo	ob Title: Dougla	s N Higgins, Inc.	
	oril 29, 2025		

### TRENCH SAFETY ACT COMPLIANCE STATEMENT

### **Instructions:**

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

### Certification

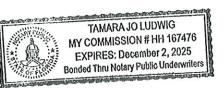
I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me
to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The
Trench Safety Act and I will design and provide trench safety systems at all trench
excavations in excess of five feet in depth for this project.

	excavations in excess of five feet in depth for this project.
2.	The estimated cost imposed by compliance with The Trench Safety Act will be:
	#10,000 - Dollars (Ten thousand dollars and zero cents) (Written) (Figures)
3.	The amount listed above has been included within the Base Bid.
	Certified: Douglas N. Higgins, Inc. (Company Contractor)
	Ву:
	(President's Signature)  VP (President's Typed or Printed Name)
Swoi	n to and subscribed before me in Collier County, Florida on the
day o	Jamara Judweg  NOTARY PUBLIC
AY PUN	TAMARA JO LUDWIG IR

### NON-COLLUSION AFFIDAVIT

State of Florida				
County of Collier				
Michael Lobello , being first duly sworn, disposes and says that:				
(Name/s)				
They are <u>Vice President</u> of <u>Douglas N. Higgins, Inc.</u> the Proposer that				
(Title) (Name of Company)				
nas submitted the attached PROPOSAL;				
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;				
<ol> <li>Such Proposal is genuine and is not a collusive or sham Proposal;</li> </ol>				
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and				
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.				
(Signed)				
(Title) Vice President				

STATE OF FLORIDA } COUNTY OF ST: LUGIE} SS: Col	lier .
The foregoing instrument was acknown	owledged before me this (Date) April 29, 2025
by: Michael Lobello	who is personally known to me or who has produced
Personally Known	as identification and who did (did not) take an oath.
Commission No. HH 167476	
Notary Print:	
Notary Signature: Jamana	Ludwig"



### **VENDOR CODE OF ETHICS**

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, <u>City official</u>, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her
  objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or
  advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written
    antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage
    and hours, and freedom of association.

Name of Organization/Proposer Douglas N. Higgins, Inc.
Signature
Printed Name and Title Michael Lobello, Vice President
Date 4/29/25

<u>DISCLAIMER:</u> This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

Page 10 of 16

Attachment O

### CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Compar	y Name: Douglas N.	Higgir	s, Inc.					_			
	1/1	10	27								
مادر مادر ۸	and Days	1	5	Mic	hael Lo	hello					
Authoriz	ed by: (Skan)				(Print N						
	0				<b>(.</b>	,					
Title:	Vice President			Date:	4/29/	and a second					
***ALL	SUBCONTRACTORS	ARE	REQUIRED	TO FILL	OUT	THIS	FORM	AND	SUBMIT	WITH	BID
PACKA	GE***										

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or 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) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it 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) are not 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 (b) of this certification; and
- (d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it 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 project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: Douglas N. Higgins, Inc.	
11	
Authorized By:	Michael Lobello
(Sign)	(Print Name)
Title: Vice President	Date: 4/29/25

### **BUY AMERICA CERTIFICATE OF COMPLIANCE**

### CERTIFICATE OF COMPLIANCE



### COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Compar	ny Name: Douglas N. Higgins, Inc.		
Authoria	and Duy	Micl	hael Lobello
Aumonz	red By: (Sign)	IVIICI	(Print Name)
Title:	Vice President	Date:_	4/29/25

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **E-VERIFY**

ent format i septembre de la facilità de l'acceptation de la general de l'acceptation de la facilità de la communication de la

375-040-68 PROCUREMENT 06-11

Contract No:	_ Financial
No: Project No(s):20250062	_ i illalicial
Project Description: Replace Automate 4 Water Control Structures	
Toject Description. Treplace Automate 1 Water Sentier Citations	
Vendor/Consultant acknowledges and agrees to the following:	
<ol> <li>shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the</li> </ol>	
Consultant during the term of the contract; and	
2. shall expressly require any subcontractors performing work or providing	
services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the	
employment eligibility of all new employees hired by the subcontractor	
during the contract term.	
Company/Firm: Douglas N. Higgins, Inc.	
Authorized Signature: , Michael Lobello	
Authorized Signature: , Michael Lobello  Title: Vice President	The state of the s
Date: 4/29/25	A PROPERTY OF THE PARTY OF

E-Verify

Home

Cases Reports

Resources V

❷ Kelly Wilkie 

✓

My Company Account

### My Company Profile

### Company Information

Company Name

Douglas N. Higgins, Inc.

Company ID

364882

**Employer Identification Number (EIN)** 

381807765

**DUNS Number** 

017222183

**NAICS** Code

237

Subsector

Heavy and Civil Engineering Construction

**Edit Company Information** 

Doing Business As (DBA) Name

---

Enrollment Date

Oct 15, 2010

Unique Entity Identifier (UEI)

---

**Total Number of Employees** 

20 to 99

Sector

Construction

### **Employer Category**

**Employer Category** 

None of these categories apply

**Edit Employer Category** 

### Company Addresses

**Physical Address** 

3390 Travis Pointe Rd.

Ste. A

Ann Arbor, MI 48108

Mailing Address

Same as Physical Address

**Edit Company Addresses** 

### Hiring Sites

**Number of Sites** 

2

**Edit Hiring Sites** 

### Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

### VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name:	Douglas N. Higgins, Inc.
Vendor FEIN:	38-1807765
Authorized Representative's Name:	Michael Lobello
Authorized Representative's Title:	Vice President
Address:	4485 Enterprise Ave.
City, State and Zip Code:	Naples, FL 34104
Phone Number:	239-774-3130
Email Address:	MikeL@dnhiggins.com

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: <a href="https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx">https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx</a>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monles, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

**Authorized Signature** 

Michael Lobello, VF

Signature

### DRUG-FREE WORKPLACE FORM

The	undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3.	Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4.	In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
	person authorized to sign the statement, I certify that this firm complies fully with the above ements.
	Bidder's Signature
	4/29/25
	Date:



### **Bid Bond**

### CONTRACTOR:

(Name, legal status and address)
Douglas N. Higgins, Inc.
3390 Travis Pointe, Suite A
Ann Arbor, MI 48108

### OWNER:

(Name, legal status and address)

City of Port St. Lucie 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984

ort St. Lucie. FL 34984

BOND AMOUNT: Five Percent of the Total Amount Bid

### SURETY:

(Name, legal status and principal place of business)
Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### PROJECT:

(Name, location or address, and Project number, if any)

Replace and Automate 4 Water Control Structures (A-14, A-16, A-17 and A-18)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th

day of April

2025.

Jaman Ludwig (Witness)

Douglas N. Higgins, Inc.

(Seal)

111

(Title) Michael tobello VP Hartford Accident and Indemnity Company

(Surety)

(Seal)

(Witness) Ryan Foley

(Title) Theresa J Foley, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AlA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

### POWER OF ATTORNE

Direct Inquiries/Claims to: THE HARTFORD BOND, T-11 One Hartford Plaza Hartford, Connecticut 06155

Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HYLANT GROUP INC/TROY

Agency Code: 35-351588

X Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X 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:

Susan E. Hurd, Vicki S. Duncan, Theresa J. Foley, Nicholas R Hylant, Jennifer A. Jarosz, Jamie Laurencelle, Saraya S. Nair, Kristie A. Pudvan, Judy K. Wilson, Kathy S Zack of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or 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 May 23, 2016 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.

















Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

**COUNTY OF SEMINOLE** 

Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)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 (s)he signed his/her name thereto by like authority.



Jessica Ciccone My Commission HH 122280 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct the Power of Attorney executed by said Companies, which is still in full force effective as of \_\_\_\_\_April 29, 2025\_\_\_. copy of the Power of Attorney executed by said Companies, which is still in full force effective as of \_\_\_\_

Signed and sealed in Lake Mary, Florida.

















Keith D. Dozois, Assistant Vice President

### DOUGLAS N. HIGGINS, INC.

Project Management Plan / Project Approach

**Project:** Replacement and Automation of 4 Water Control Structures (A-14, A-16, A-17, A-18)

Client: City of Port St. Lucie

### 1. INTRODUCTION

Douglas N. Higgins, Inc. (DNHI) is proud to present this Project Management Plan outlining our approach to the successful replacement and automation of four water control structures for the City of Port St. Lucie. With over five decades of experience in heavy civil, underground utility, and water control structure projects throughout Florida, DNHI is uniquely qualified to deliver this project safely, on time, and with the highest standards of quality.

Our team brings not only technical expertise, but also a deep familiarity with local conditions, as several members of our staff and field personnel reside directly in Port St. Lucie. This provides the City with a committed, responsive contractor who understands the importance of protecting community infrastructure and resources.

### 2. PROJECT BACKGROUND

The City of Port St. Lucie seeks to modernize four existing water control structures—A-14, A-16, A-17, and A-18—by replacing aging infrastructure and integrating SCADA remote automation systems. These upgrades are essential to improving flood control, drainage management, operational reliability, and emergency response capabilities within the City's canal network.

The project is partially funded by state and federal grants and must be executed in compliance with applicable environmental permits issued by the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP).

### 3. PROJECT LOCATION

The four structures are distributed throughout the City's extensive canal system. Each structure site is accessed primarily through municipal rights-of-way and maintenance corridors. The locations require careful planning for staging, dewatering, erosion control, and minimizing impacts to surrounding waterways and neighborhoods.

Each structure presents unique logistical challenges that DNHI is prepared to address through strategic mobilization, phased work sequencing, and environmental protection measures.

### 4. PROJECT SCOPE SUMMARY

The scope of work includes, but is not limited to:

• Dewatering operations with turbidity control.

- Controlled demolition of the existing water control structures.
- Installation of new steel sheet pile weir walls and cast-in-place concrete caps.
- Installation of new aluminum slide gates equipped with electric motor actuators.
- Construction of associated electrical systems, SCADA integration, lighting, and CCTV security systems.
- Final site restoration including riprap installation, channel grading, and sod placement.

### 5. DESCRIPTION OF WORK ACTIVITIES AND SEQUENCING

### **Preparatory Activities**

Prior to physical construction, DNHI will confirm compliance with permit conditions, secure the sites, install erosion and turbidity control measures, and establish dewatering systems with redundancy to ensure continuous dry working conditions.

Survey layout crews will stake all critical components to ensure alignment with contract documents and approved shop drawings.

### Structure A-14

Work at A-14 will commence with installation of a sheet pile cofferdam system and redundant pumping setup. Following dewatering, the existing structure will be carefully demolished, ensuring no debris enters the canal system.

New sheet piles will be driven to depth using vibratory methods with continuous monitoring for settlement and alignment. A reinforced cast-in-place concrete cap will be formed and poured atop the sheet pile structure, following inspection of reinforcing steel.

Aluminum gates and electric actuators will be installed once structural elements reach design strength.

Electrical conduit runs, SCADA control panels, and CCTV equipment will be installed simultaneously. After successful SCADA integration testing, the site will be backfilled, graded, armored with riprap, and restored with sod.

### Structure A-16

Following completion of A-14, the A-16 site will be mobilized. Dewatering will again precede demolition activities. Structure A-16 includes new twin culvert installations beneath the concrete cap, requiring precise alignment and bedding preparation.

SCADA controls and electrical improvements will be completed in parallel with structural construction. Erosion control measures will be adjusted and maintained throughout the work.

### Structure A-17

At A-17, demolition and replacement activities will closely mirror A-16, with installation of new twin culverts, structural improvements, and full SCADA integration.

Dewatering operations and canal management will be monitored daily to ensure environmental compliance and site safety.

### Structure A-18

Structure A-18, similar to A-14, will include replacement of the existing weir structure with a sheet pile and cast-in-place concrete cap system. Coordination with City operational staff will be emphasized to minimize any temporary impacts to water management during construction transitions.

Upon completion of mechanical, electrical, and SCADA installations, final restoration will occur to stabilize canal banks and provide a clean finished appearance.

### 6. CRITICAL PATH DISCUSSION

The critical path for this project runs through the timely completion of dewatering system installation, demolition, sheet pile driving, concrete pours, mechanical installation (gates and actuators), and SCADA commissioning.

Delays in material procurement, particularly for actuators and SCADA panels, have been identified as critical risks. Therefore, DNHI will prioritize early submittals, approvals, and ordering of long-lead items.

Successful commissioning of SCADA systems and obtaining final inspections represent the final critical milestones leading to substantial completion.

### 7. CITY COORDINATION

DNHI will conduct formal bi-weekly progress meetings attended by the Project Manager, Superintendent, and City Project Manager. Daily field coordination meetings will be held with City inspectors to ensure full transparency and rapid issue resolution.

Submittal, RFI, and change management tracking logs will be updated regularly and submitted electronically in accordance with project requirements.

A 24/7 emergency contact list will be provided at project onset to ensure immediate response capability.

### 8. STAFFING PLAN

The project team will consist of:

- Project Manager: Direct oversight, scheduling, and liaison with City representatives.
- Superintendent: Daily field operations, safety, and quality control.

- Site Foreman: Direct management of field labor crews.
- Project Engineer: Technical submittals and document control.
- Quality Control Manager: Inspection oversight, materials testing coordination.
- Safety Officer: Site audits, training sessions, compliance enforcement.

Local Treasure Coast area staff will form the core of the field labor force, providing local knowledge, rapid response capability, and continuity throughout the work.

### 9. QUALITY CONTROL PLAN

Quality assurance will be maintained through:

- Preparatory meetings before all critical activities.
- Systematic inspections by the QC Manager and third-party testing agencies.
- Material verification including concrete, reinforcing steel, sheet pile alignment, and electrical systems.
- Documentation of inspections, test reports, and photographic records for City review.

Pre-functional and functional testing of SCADA components will be conducted before turnover to ensure operational readiness.

### 10. SAFETY PLAN

DNHI's commitment to safety includes:

- Implementation of a Site-Specific Safety Plan (SSSP) tailored to this project's dewatering and confined space operations.
- Daily toolbox safety talks.
- Job Hazard Analyses (JHAs) for critical activities such as sheet pile driving and electrical work.
- Site-wide enforcement of PPE requirements and hazard mitigation practices.
- Immediate incident reporting procedures and corrective action protocols.

The goal is Zero Incidents for the entire duration of the project.

### 11. RISK MANAGEMENT

Risks and mitigation strategies include:

- Weather-related Delays: Contingency scheduling and rapid site protection measures.
- Dewatering System Failures: Redundant pumps and active monitoring.
- Material Procurement Delays: Early procurement of actuators, SCADA equipment, and critical structural materials.
- Environmental Compliance: Continuous turbidity monitoring and maintenance of erosion control measures.

Risk reviews will occur bi-weekly to adjust mitigation strategies as needed.

### 12. CLOSEOUT PLAN

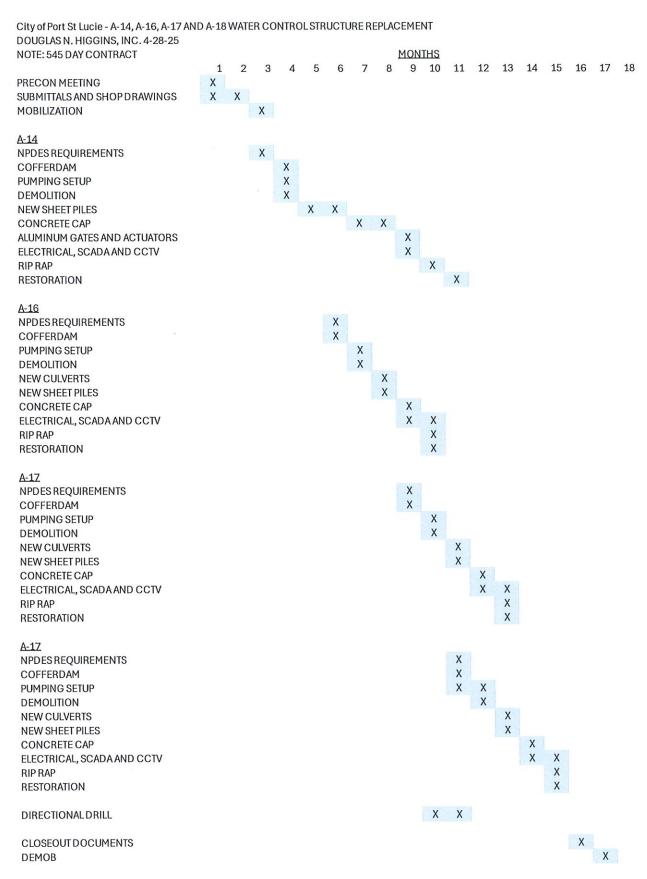
Closeout will include:

- Full operational testing and SCADA system verification.
- Final punch list development and correction.
- Submittal of certified as-built drawings and O&M manuals.
- On-site training sessions for City operational staff on SCADA systems and gate actuators.
- Submission of final project documentation and warranties.

DNHI will ensure a smooth and efficient turnover to the City, leaving a fully functional, maintainable system.

### 13. CONCLUSION

Douglas N. Higgins, Inc. is committed to the successful execution of the City's water control structure improvements. Our local presence, technical capabilities, and commitment to safety and quality will ensure a successful project that strengthens the City's infrastructure for decades to come. We look forward to the opportunity to partner with the City of Port St. Lucie on this critical initiative.



<sup>\*</sup> SCHEDULE WILL BE COORDINATED WITH THE CITY OF PORT ST LUCIE



### DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION STATE OF FLORIDA

# CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## HIGGINS, DANIEL NORMAN

DOUGLAS N HIGGINS INC-

ANNN ARBOR

### LICENSE NUMBER: CGC060189

**EXPIRATION DATE: AUGUST 31, 2026** 

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/26/2024

Do not alter this document in any form

This is your license. It is unlawful for anyone other than the licensee to use this document.



**COLLIER COUNTY BUSINESS TAX** 

**BUSINESS TAX NUMBER:** 

000464

COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477 VISIT OUR WEBSITE AT: www.colliertaxcollector.com

THIS RECEIPT EXPIRES SEPTEMBER 30, 2025

LOCATION: 4485 ENTERPRISE AVE ZONED: INDUSTRIAL LIC 1541 BUSINESS PHONE: 774-3130 STATE OR COUNTY LIC #: CG C060189 ER CO
LEGAL-FORM
Corporation

1-10 EMPLOYEES

CLASSIFICATION: 05-GENERAL CONTRACTOR

CLASSIFICATION CODE: 05100101

This document is a business tax only. This is not certification that licensee is qualified.

It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities nor does it exempt the licensee from any other taxes or permits that may be required by law.

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION. FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

DOUGLAS N. HIGGINS, INC

HIGGINS, DANIEL N 4485 ENTERPRISE AVE NAPLES, FL 34104

-THIS TAX IS NON-REFUNDABLE-

DATE AMOUNT RECEIPT 07/31/2024

18.00 502-25-00083111

Rob Stoneburner

### State of Florida Department of State

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

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 4, 2025, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of February, 2025



Secretary of State

Tracking Number: 2717900730CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

### 2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT

**DOCUMENT# 830666** 

Entity Name: DOUGLAS N. HIGGINS INC.

**Current Principal Place of Business:** 

3390 TRAVIS POINTE RD.

SUITE A

ANN ARBOR, MI 48108

**Current Mailing Address:** 

3390 TRAVIS POINTE RD.

SUITE A

ANN ARBOR, MI 48108 US

FEI Number: 38-1807765

Certificate of Status Desired: Yes

FILED Feb 04, 2025

Secretary of State

2717900730CC

Name and Address of Current Registered Agent:

NRAI SERVICES, INC. 1200 SOUTH PINE ISLAND RD. PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MADISON BAKER

02/04/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail:

Title Name

Address

City-State-Zip:

ASST. SECRETARY LUDWIG, TAMARA J

Title

VP. EXECUTIVE SECRETARY,

VP

Name

TREASURER WILKIE, KELLY A

4485 ENTERPRISE AVENUE NAPLES FL 34104

Address

3390 TRAVIS POINTE RD SUITE #A

City-State-Zip:

ANN ARBOR MI 48108

Title

PRESIDENT

Name

HIGGINS, DANIEL N

Address

3390 TRAVIS POINTE RD. SUITE A

City-State-Zip:

ANN ARBOR MI 48108

Name

Title

LOBELLO, MICHAEL A

Address

4485 ENTERPRISE AVE

City-State-Zip:

NAPLES FL 34104

Title

VICE-PRESIDENT

Name

DELUCA, MATTHEW T

Address

5355 MCINTOSH ROAD

SUITE E

City-State-Zip:

SARASOTA FL 34233

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL N HIGGINS

PRESIDENT

02/04/2025

### Department of the Treasury Internal Revenue Service

### **Request for Taxpayer Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	e you begin. For guidance related to the purpose of Form W-9, see Purp	pose of Form, below.								
6. <del>-</del>	Name of entity/individual. An entry is required. (For a sole proprietor or disregentity's name on line 2.)		wner's nar	ne on	line 1, a	nd enter	the bu	ısines	s/disre	egarded
	2 Business name/disregarded entity name, if different from above.									
	Douglas N. Higgins, Inc.									
oage 3	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.			4	4 Exemptions (codes apply only to certain entities, not individuals;					
o	☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate				i lange	see instructions on page 3):				
pe.	LLC. Enter the tax classification (C = C corporation, S = S corporation, P		· · _		_   Ex	empt pa	yee co	de (if a	any) —	
Print or type.	Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.		Co	Exemption from Foreign Account Tax Compliance Act (FATCA) reporting						
Prin c In	Other (see instructions)				cc	de (if an	<sup>y)</sup> —			
Print or type. See Specific Instructions on page 3.	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" a and you are providing this form to a partnership, trust, or estate in which y this box if you have any foreign partners, owners, or beneficiaries. See instruction	you have an ownership in	nterest, ch	ion, eck		(Applies outsid	to acc de the l			
See	5 Address (number, street, and apt. or suite no.). See instructions.		Requeste	r's na	me and	address	(option	nal)		
	3390 Travis Pointe Rd., Ste. A									
	6 City, state, and ZIP code									
	Ann Arbor, MI 48108  7 List account number(s) here (optional)									
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Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.  3		Ť	ÌГ	1 8	0 7	T	6	5		
Par	Certification									
Under	penalties of perjury, I certify that:									
	number shown on this form is my correct taxpayer identification number									
Ser	nnot subject to backup withholding because (a) I am exempt from back vice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	up withholding, or (b) I to report all interest o	I have no r dividen	t bee ds, o	n notifi r (c) the	ed by tl e IRS ha	ne Inte is noti	ernal I ified r	Rever	nue at I am
	a U.S. citizen or other U.S. person (defined below); and									
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt	from FATCA reporting	g is corre	ct.						
Certifi	cation instructions. You must cross out item 2 above if you have been no	tified by the IRS that yo	ou are cu	rrently	y subje	ct to ba	ckup v	vithhc	olding	
acquis	se you have failed to report all interest and dividends on your tax return. Fo ition or abandonment of secured property, cancellation of debt, contributio	or real estate transaction ons to an individual retir	ns, item 2 rement ar	doe:	s not ap ement (	oply. Fo	r mort	gage	intere	st paid, nents
other t	han interest and dividends, you are not required to sign the certification, bu	ut you must provide you	ur correc	TIN.	See th	e instru	ctions	for Pa	art II, I	ater.
Sign Here	Signature of U.S. person	Da	ate		191	25				
Ger	neral Instructions	New line 3b has be required to complete								
Section noted.	n references are to the Internal Revenue Code unless otherwise	foreign partners, own to another flow-throu	ners, or b	enefi	ciaries	when it	provi	des th	ne Fo	rm W-9
0-1-1-1 TO	e developments. For the latest information about developments	change is intended to	provide	a flo	w-thro	ugh ent	ity wit	h info	rmati	
related to Form W-9 and its instructions, such as legislation enacted		regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting								
	ney were published, go to www.irs.gov/FormW9.	requirements. For exa	ample, a	partr	ership	that ha	s any	indire		
	it's New	partners may be requested Partnership Instruction								e the
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the Purpose of Form										
appro	appropriate box for the tax classification of its owner. Otherwise, it					. on				
snould	check the "LLC" box and enter its appropriate tax classification.	information return!	y (i Uilli V	7 -0 16	quest	VIIIO	io red	uneu	to me	all

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they