

**INVITATION TO BID**

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) **"KEY WEST BIGHT MARINA DOCK REPAIR – HURRICANE IRMA DAMAGE,"** addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **2:00 p.m.**, local time, on the **22<sup>nd</sup> day of November 2017**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package.** Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **"ITB #18-003 KEY WEST BIGHT MARINA DOCK REPAIR – HURRICANE IRMA DAMAGE"** addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for dock repair and piling replacement, caused by Hurricane Irma, located at the Key West Bight Marina

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

A **Mandatory pre-bid meeting** will be held in the conference room at the Key West Historic Seaport Port and Marine Services Offices, 201 William Street, Key West, Florida on **November 15, 2017 at 2:30 p.m.**

**EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM 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 FIVE (5) PERCENT OF THE AMOUNT BID.**

For information please contact Karen Olson, Deputy Port and Marine Services Director by email at [kolson@cityofkeywest-fl.gov](mailto:kolson@cityofkeywest-fl.gov). Verbal communications, per the City's "Cone of Silence" ordinance is not allowed.

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CRA may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CRA. (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any proposal.

The CRA retains the right to award bid to the bidder or bidders that best meet the needs of the City.

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Bid Documents are divided into parts, divisions, and sections for convenient organization and reference.

#### B. DOCUMENT INTERPRETATION

Should there be any doubt as to the meaning or intent of said Bid Documents, the Bidder should request of the Deputy Director Port and Marine Services, in writing (at least 4 calendar days prior to Bid opening) an interpretation thereof. Any interpretation or change in said Bid Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Bid Documents. Bidders shall submit with their Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

### 2. SCOPE OF SERVICES

The work includes repair/replacement of Hurricane Irma damage to docks at the Key West Bight Marina. The scope of work includes, but is not limited to following:

- a. Piling replacement which includes removal, disposal of old pile and replacement with new SYP CCA treated (2.50 pcf) piles. Re-use existing pile caps and bumpers.
- b. Wood dock replacement w/piles which includes removal. Disposal of old dock and piles and replacement with like materials. Removal/replacement of existing utilities as required to complete the project. Re-use existing pile caps and bumpers. Contractor to provide signed and sealed shop drawings. (Contractor to consider 100% replacement for bidding purposes)
- c. Wood dock repair which includes the repair of existing damaged deck components including wood bents, beams, joists, cross-bracing, hardware and decking. Removal/replacement of existing utilities as required to complete the project. Contractor to provide signed and sealed shop drawings. (Contractor to consider 75% replacement for bidding purposes, excluding piles)

### 3. REQUIRED QUALIFICATIONS

The prospective Bidder must meet the statutorily prescribed requirements before award of Contract by the CRA. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and provide the product specified herein. Additionally, all Bidders must meet the minimum qualifications as described in Required Qualifications section.

### 4. TYPE OF BID

#### UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work

items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

5. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly 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 the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID 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 BID 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 BID for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID 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 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 in 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 Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. ATTACHMENTS

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

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vender Certification
7. Proof of Insurance

6. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids.

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 Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

7. AWARD OF CONTRACT

Within 10 calendar days after the opening of Bids the City Manager, under emergency declaration, will accept one or more of the Bids. The acceptance of the Bid will be by written notice of award mailed to the office designated in the Bid or delivered to the Bidder's representative.

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

8. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER(s) which, in the Owner's sole and absolute judgment will best serve the interest of the Owner. Low bid(s) selection to be based on an hourly rate comparison.

9. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the OWNER, at the time of delivery of a signed Work Order if applicable, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Work Order 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 Work Order 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.

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.



C. COST OF BONDS

Bonds will be paid for at cost.

10. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

11. BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

12. INDEMNITY LANGUAGE

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

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

13. CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified below.

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Type of Insurance	Limits	Comments
Commercial General Liability	\$1,000,000	The proposers may have these coverages combined in 1 policy
Watercraft Liability	\$1,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	
USL&H and Jones Act Coverage	\$1,000,000	

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON-CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

The City of Key West confirms that the scope of services specified in the Contract requires work on or near a navigable waterway. Water description: City of Key West Mooring Field. Therefore, the CONTRACTOR's workers' compensation policy shall be endorsed to provide the following:

- Workers Compensation/Employer Liability  
USL&H Coverage (Longshore and Harbor Workers' Compensation Act) Endorsement WC 000106A  
Jones Act Coverage\* Endorsement WC 000201A

**Note:** Jones Act (Crew) coverage may be provided under the P&I policy, if Contractor is using an OWNED vessel during the course of the work.

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

#### SURETY AND INSURER QUALIFICATIONS

All 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.



**PORT & MARINE SERVICES**

201 William Street  
Key West, FL 33040

**ADDENDUM NO. 1**

**KEY WEST BIGHT MARINA DOCK REPAIR  
HURRICANE IRMA DAMAGE  
ITB #18-003**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**GENERAL NOTES:**

Mandatory Pre-Bid sign-in sheet attached.

**INSTRUCTION TO BIDDERS:**

**2.a SCOPE OF SERVICES**

Add the following:

Dock piles to receive all new stainless-steel hardware (26" all-threads, nuts and washers).

**BID FORM:**

Remove and replace Bid Form with attached.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

Douglas N. Higgins, Inc.  
Name of Business



14. ADDENDA

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

\* \* \* \* \*

## BID FORM

Project Title: **DOCK REPAIR – HURRICANE IRMA DAMAGE**

Project No.: **ITB #18-003**

### UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

#### 1. Mobilization/Demobilization and Insurance

a.	Mobilization	1	each	\$ <u>15,000.00</u>	
b.	Demobilization	1	each	\$ <u>15,000.00</u>	
c.	Insurance	1	each	\$ <u>13,000.00</u>	
	1	LS	(10% of Construction Cost Max.)		\$ <u>43,000.00</u>

#### 2. Payment and Performance Bonds

1	LS			\$ <u>11,000.00</u>
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#### 3. Permit Fees (to be paid at cost)

1	LS			\$ <u>15,000.00</u>
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#### 4. 12" dia. x 35' Dock Piles (includes removal & disposal of old pile)

11	EA	Unit Price \$ <u>12,000.00</u>	TOTAL \$ <u>132,000.00</u>
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#### 5. 12" dia. x 35' Fender or Mooring Piles (includes removal & disposal of old pile)

13	EA	Unit Price \$ <u>7,300.00</u>	TOTAL \$ <u>94,900.00</u>
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#### 6. 18" dia. x 44' Fender Piles (includes removal & disposal of old pile)

3	EA	Unit Price \$ <u>7,500.00</u>	TOTAL \$ <u>22,500.00</u>
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#### 7. Wood Dock Replacement w/ Piles (includes removal & disposal of material)

50	LF	Unit Price \$ <u>660.00</u>	TOTAL \$ <u>33,000.00</u>
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8. Wood Dock Repair (includes removal & disposal of material)

1300 SF Unit Price \$ 50.00 TOTAL \$ 65,000.00

9. Signed and Sealed Shop Drawings (as required to obtain City of Key West Building Permit)

1 LS \$ 25,000.00

10. General Allowance (only to be used with Owner's written approval)

1 LS \$ 50,000.00

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of line items 1 - 10 \$ 491,400.00

Four Hundred Ninety One Thousand Four Hundred Dollars & Zero Cents  
(amount written in words)

Cost of work to be all inclusive for a complete job including equipment, material, labor, permits, insurance, overhead and profit.

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

**BIDDER'S INFORMATION**

Company Name: Douglas N. Higgins, Inc.

Address: 3390 Travis Pointe Road, Suite A Ann Arbor, MI 48108

Contact Name: Kelly A. Wilkie

Email: kwilkie2000@dnhiggins.com

Telephone: 734-996-9500

Fax: 734-996-8480

Signature: Kelly A. Wilkie Date: 11-22-2017

Add #1

## Bid Breakdown

				<u>Unit Price</u>	<u>Extended</u>	<u>Subtotal</u>
1A	Mobilization	1 EA		N/A	\$ 15,000.00	N/A
1B	Demobilization	1 EA		N/A	\$ 15,000.00	N/A
1C	Insurance	1 EA		N/A	\$ 13,000.00	N/A
	Total (10% Max)	1 LS		N/A	N/A	\$ 43,000.00
2	Payment and Performance Bonds	1 LS		N/A	N/A	\$ 11,000.00
3	Permit Fees	1 LS		N/A	N/A	\$ 15,000.00
4	12" x 35' Dock Piles	11 EA	\$	12,000.00	\$ 132,000.00	\$ 132,000.00
5	12" x 35' Fender or Mooring Piles	13 EA	\$	7,300.00	\$ 94,900.00	\$ 94,900.00
6	18" x 44' Fender Piles	3 EA	\$	7,500.00	\$ 22,500.00	\$ 22,500.00
7	Wood Dock Replacement w/ Piles	50 LF	\$	660.00	\$ 33,000.00	\$ 33,000.00
8	Wood Dock Repair	1,300 SF	\$	50.00	\$ 65,000.00	\$ 65,000.00
9	Signed and Sealed Shop Drawings	1 LS		N/A	N/A	\$ 25,000.00
10	General Allowance	1 LS		N/A	N/A	\$ 50,000.00
<b>Bid Total</b>					<b>\$ 491,400.00</b>	

8.8%



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:

Piles  
Portion of Work

RDI-KW LLC  
Name

1101 Key Plaza # 241, Key West, FL, 33040  
Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

SURETY

Hartford Accident and Indemnity Company whose address is  
One Hartford Plaza, T-1 Hartford, CT, 06155  
Street City State Zip  
734-741-0044 Dale R. Belis  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Douglas N. Higgins, Inc.  
doing business  
at  
3390 Travis Pointe Rd., Suite A, Ann Arbor, Michigan, 48108  
Street City State Zip  
k wilkie2000@dnhiggins.com  
email address

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

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

Name	Title
<u>Douglas N. Higgins</u>	<u>President</u>
<u>Daniel N. Higgins</u>	<u>Vice-President</u>
<u>Kelly A. Wilkie</u>	<u>Vice-President</u>
<u></u>	<u></u>

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of  
Douglas N. Higgins, Inc., a Michigan corporation, hereby  
certifies that the following resolution was duly adopted by  
the Board of Directors of said corporation at a meeting held  
on August 15, 2017 and that said resolution is in full  
force and effect:

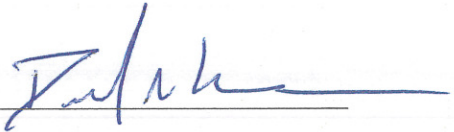
"RESOLVED, That the following listed persons  
are hereby authorized to execute, on behalf of  
Douglas N. Higgins, Inc., any and all contracts and  
documents."

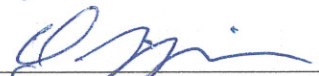
Daniel N. Higgins

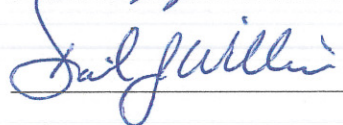
Douglas N. Higgins

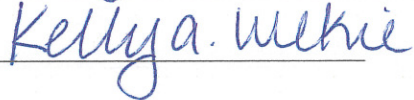
David J. Wilkie

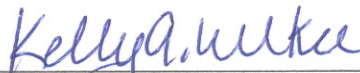
Kelly A. Wilkie











Kelly A. Wilkie  
Secretary

Dated: August 15, 2017

# *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, 2017, that its most recent annual report/uniform business report was filed on January 6, 2017, 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 Sixth day of January, 2017*



*Ken Deffen*  
*Secretary of State*

Tracking Number: CC7411847025

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

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





STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
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. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CGC060189

ISSUED: 08/17/2016

CERTIFIED GENERAL CONTRACTOR  
HIGGINS, DANIEL NORMAN  
DOUGLAS N HIGGINS INC

IS CERTIFIED under the provisions of Ch. 489 FS.  
Expiration date : AUG 31, 2018 L1608170002656

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC060189

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

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



ISSUED: 08/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608170002656

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

Business Name DOUGLAS N. HIGGINS (CGC) CtlNbr:0018021  
Location Addr MOBILE SERVICE - COUNTY  
Lic NBR/Class 18-00032000 CONTRACTOR - CERT GENERAL CONTRACTOR  
Issue Date: October 05, 2017 Expiration Date: September 30, 2018  
License Fee \$325.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$325.00  
Comments:

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

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

ANN ARBOR MI 48108

Oper: KEYWJAB Type: OC Drawer: 1  
Date: 10/05/17 63 Receipt no: 461  
2018 32000  
OR LIC OCCUPATIONAL RENEWAL  
1.00 \$325.00  
Trans number: 3116515  
OK CHECK 20071 \$325.00  
Trans date: 10/05/17 Time: 15:19:00

**2017 / 2018**  
**MONROE COUNTY BUSINESS TAX RECEIPT**  
**EXPIRES SEPTEMBER 30, 2018**

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS Business Location: 5509 5TH AVE 3  
Mailing Address: KEY WEST, FL 33040  
5509 5TH AVE #3 Business Phone: 305-292-7889  
KEY WEST, FL 33040 Business Type: CONTRACTOR (GENERAL CONTRACTOR)

Employees 5

STATE LICENSE: CGC060189

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

Paid 000-16-00025529 09/28/2017 20.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2018

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS Business Location: 5509 5TH AVE 3  
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20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 000-16-00025529 09/28/2017 20.00

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 22nd day of November 2017.

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

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
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 22nd day of November 2017.

(SEAL)

\_\_\_\_\_  
Douglas N. Higgins, Inc.

\_\_\_\_\_  
Name of Corporation

By

Kelly A. Wilkie

Kelly A. Wilkie

Title Vice-President

Attest

Sandra K. Garrison

Secretary Sandra K. Garrison

Sworn and subscribed before me this 22nd day of November 2017.

Sandra K. Garrison

NOTARY PUBLIC, State of Michigan, at Large

My Commission Expires: 1-10-2020

13

SANDRA K GARRISON  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires January 10, 2020



**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: ~~-\$~~ 5% of the attached bid

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 Connecticut

having its principal place of business at One Hartford Plaza

Hartford in the State of Connecticut,

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

City of Key West CRA

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of Five Percent of the 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 Proposal for **KEY WEST BIGHT MARINA DOCK REPAIR – HURRICANE IRMA DAMAGE**, 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 all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

**ITB #18-003**

**KEY WEST BIGHT MARINA**

**DOCK REPAIR – HURRICANE IRMA DAMAGE**

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 CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, 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 22nd day of November, 2017.

Douglas N. Higgins, Inc.

By Kelly A. Wilkie  
PRINCIPAL Kelly A. Wilkie, V. President

Countersignature:

Hartford Accident and Indemnity Company

SURETY

By Lisa M. Wilmot  
Attorney-In-Fact Lisa M. Wilmot

William Nolan

William Nolan, FL Resident Agent License #E162354

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

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

Agency Name: HYLANT GROUP INC/ANN ARBOR

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 :

Susan E. Hurd, Vicki S. Duncan, Terri Mahakian, Monica M. Mills, Kristie A. Pudvan, Joel E. Speckman, Lisa M. Wilmot of ANN ARBOR, 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 ☒, 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 6, 2015 the Companies have caused these presents to be signed by its Senior 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.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, 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 Senior 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

*Nora M. Stranko*

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2018

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  
Signed and sealed at the City of Hartford.

November 22, 2017



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

ANTI-KICKBACK AFFIDAVIT

STATE OF Michigan )

: SS

COUNTY OF Washtenaw )

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  
Kelly A. Wilkie, Vice-President

Sworn and subscribed before me this 22nd day of November 2017.

Sandra K Garrison

Michigan

NOTARY PUBLIC, State of ~~XXXX~~ at Large

My Commission Expires: 1-10-2020

SANDRA K GARRISON  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires January 10, 2020

\* \* \* \* \*

**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 Key West Marina Dock Repair - Hurricane Irma Damage ITB#18-003

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

whose business address is 3390 Travis Pointe Rd., Suite A, Ann Arbor, MI 48108

and (if applicable) its Federal Employer Identification Number (FEIN) is 38-1807765

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

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

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

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Kelly A. Wilkie  
(signature)

11-22-2017  
(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 22nd day of November, 2017.

My commission expires: 1-10-2020

Sandra K Garrison  
NOTARY PUBLIC

\* \* \* \* \*

SANDRA K GARRISON  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires January 10, 2020

## CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by VENDOR for Professional Acts. VENDOR hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of VENDOR's negligent acts, errors or omissions or intentional acts in the performance of VENDOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and VENDOR, they shall be borne by each party in proportion to its negligence.

VENDOR: 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: 11-22-2017

Sandra K Garrison  
Michigan

NOTARY PUBLIC, State of ~~Florida~~ at Large

My Commission Expires: 1-10-2020

SANDRA K GARRISON \* \* \* \* \*  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires January 10, 2020



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Michigan )

: SS

COUNTY OF Washtenaw )

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_

Douglas N. Higgins, Inc.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

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

Sworn and subscribed before me this 22nd day of November 20 17.

Sandra K Garrison

Michigan  
NOTARY PUBLIC, State of ~~Florida~~ at Large

My Commission Expires: 1-10-2020

SANDRA K GARRISON  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW

My Commission Expires January 10, 2020

\* \* \* \* \*

CONE OF SILENCE AFFIDAVIT

STATE OF Michigan )

: SS

COUNTY OF Washtenaw )

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

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

Sworn and subscribed before me this

22nd day of November 2017.

Sandra K Garrison

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 1-10-2020

SANDRA K GARRISON  
\* \* \* \* \*  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires January 10, 2020<sup>1</sup>

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards 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.

The CONTRACTOR, Douglas N. Higgins, Inc., 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Kelly A. Wilkie  
Signature of Contractor's Authorized Official

Kelly A. Wilkie, Vice-President  
Name and Title of Contractor's Authorized Official

11-22-2017  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor MI 48105		<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b> 734-741-0044 <b>FAX (A/C No):</b> 734-741-1850 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Douglas N. Higgins, Inc. 3390 Travis Pointe, Suite A Ann Arbor MI 48108		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>HIGGI-5</b>		<b>INSURER A:</b> Continental Insurance Company <b>INSURER B:</b> Continental Casualty Company <b>INSURER C:</b> Valley Forge Insurance Co <b>INSURER D:</b> Greenwich Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 35289 20443 20508 22322	

**COVERAGES****CERTIFICATE NUMBER:** 1055923328**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl XCU <input checked="" type="checkbox"/> Incl contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			U1061922047	4/1/2017	4/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			U1061922033	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			U1061922050	4/1/2017	4/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC434990543	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional/ Pollution			PEC0025095	4/1/2017	4/1/2018	2,000,000 4,000,000 Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured for General Liability and Automobile Liability, as required by written contract - Owner

Waiver of subrogation on General Liability, Automobile Liability and Workers' Compensation in favor of owner, as required by written contract.

Pollution Liability insurance includes mold coverage.

**CERTIFICATE HOLDER****CANCELLATION**

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

### 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 Bid Documents thoroughly read and understood ☒
2. All blank spaces in Bid filled in black ink. ☒
3. Total and unit Prices added correctly. ☒
4. Addenda acknowledged. ☒
5. Bid signed by authorized officer. ☒
6. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting the proposed purchase. ☒
7. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☒
8. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☒
9. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
10. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Code of Silence, Lobbying Certificate and Proof of Insurance ☐