BID PROPOSAL FORM

To:	The City of Key West	
Address:	1300 White Street, Key West, Florida 33040	
Project Title:	EDWARD B. KNIGHT PIER SPAN 1 DECK REPLACEMENT	
Bidder's contact person for additional information on this Proposal:		
Company Name:Douglas N. Higgins, Inc.		
Contact Name & Telephone		
Email Address:danh@dnhiggi		

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to complete work within 120 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

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

ADDENDA

SALES AND USE TAXES

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

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. Lump sum includes cost of all required permits and utility service fees.

BASE BID:

All work necessary to remove and dispose of existing first bridge span and furnish and install new span on the Edward B. Knight Pier. Including all bridge span replacement components as indicated in Part 6 of these Contract Documents

TOTAL LUMP SUM BASE BID:

511,000.00

Dollars and

00

Cents

FIVE HUNDRED ELEVEN THOUSAND--ZERO CENTS

Total Bid Written in Words has precedence (Basis of Award)

ADDITIVE ALTERNATE #1

Alternate for prestressing strand to be High Strength Stainless Steel Strand, conforming to the chemical requirements of ASTM. (See Sheet B1-10 Note 2)

NO BID

Lump Sum



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

EDWARD B. KNIGHT PIER BRIDGE SPAN 1 REPLACEMENT / ITB 18-029

July 05, 2018

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Pre-Bid Request for Information:

- ARTICLE 39 Codes, Ordinances, Permits, and Licenses Does not detail that a Building Permit is required for this project. Please advise if it is a requirement and the subsequent fee.
 <u>Response:</u> A Key West Building Permit is required for this project, please contact the Building Department for the fee.
- 2.) Sheet B-02 General Notes; Utilities states "for locations of existing utilities, see plan and elevation sheet." The aforementioned sheet has no utilities detailed on it. Please advise if currently electrical is running through existing structure. Provide any as-builts if possible. Please confirm that the disconnection & reconnection of the electrical power is part of this contract, and if so, provide details for that work including the location of the conduit and wires to be installed.

 Response: The notes have been revised in Rev. 1 to clarify that existing conduits must be replaced; one 3 ½" PVC conduit is required in each curb.

The contractor is responsible for disconnecting the power supply to the bridge lighting, installation of two electrical conduits (one in each curb).

Conduits shall be continuously attached to the existing. Please note that the exact position of conduits and their size are unknown at this time. As-built drawings for the existing bridge are not available.

The contractor is to provide a separate line item for installation of two electrical grade sch 40 PVC conduits of 3-1/2" dia. (or smaller) in his bid.

The contractor is to provide a separate line item for removing and re-pulling existing electrical wiring for pier lights (size unknown).

Please see updated plans for approximate conduits location.

- 3.) Sheet B1-10 Precast Slab Data Table- Type 1 21 strands, while the image shows 14 ea with the caption below, 7 SPA @ 2". Please clarify the number of strands and there spacing.

 Response: The PSU section has been revised to show the locations of the 21 strands. Also, note the addition of a Bid Alternate for Stainless Steel Strands, see note on the same sheet.
- 4.) Please advise if beach access will be granted for the duration of this project.

 Response: Access to Rest Beach will be discussed at the pre-construction meeting. Indigenous Park will be used for staging and debris stockpile.

5.) In the Instructions to Bidders, Item 6C states to submit with our bid experience & expertise in lighting and electrical work. There are no electrical plans in the drawings detailing any work. Please confirm this requirement.

<u>Response:</u> Please disregard "in the lighting and electrical related field". Item 6C in the Instructions to Bidders and substitute "bridge repair related field".

- 6.) In the Invitation to Bid, Section 5A, the bidder is to submit a Tentative Schedule with the Proposal. What format will the schedule be required to be in? Will an Excel schedule be acceptable? **Response:** Any format is acceptable.
- 7.) Is there a budget for the project?

 Response: There is no construction budget at this time.
- 8.) Is see the bid bond information and some Performance Bond information but wasn't certain if the performance bond needs to be 100% of the bid total or a greater amount?

 Response: The performance bond must be in the full amount of the contract price.
- 9.) Is a GC license required?

Response: As stated in the Invitation to Bid: <u>THE BIDDER MUST BE A LICENSED</u>

<u>CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID</u>

- 10.) What is the current estimate/ budget for the Edward B. Knight Pier Span1 Project?

 Response: The Engineer's estimate is attached (it does not include electrical) / there is currently no construction budget for this project
- 11.) How will the US Army Corps Permit Note concerning "all work to be completed at low tide" affect work schedule?

Response: The contractor is to perform all work without contacting the body of water below the bridge span.

The ACOE permit condition note would be applicable for any work under the existing bridge deck which may get in contact with high tide waters.

The contractor is responsible to plan and schedule his work accordingly.

ADDITIVE ALTERNATE #1

See attached revised Page 11 of the Proposal for Additive Alternate # 1. Remove and replace page 11 with attached and submit with Proposal.

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

Signature

Name of Business

iggins, Inc.

DEMO	100,000.00
PROJECT MAN, MOB	114,620.00

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:

AMERICAN EMPIRE B	UILDERS		
Name			
7476 nw 8th Street	Miami,	Fl	33126
Street	City	State	Zip
Name			
Street	City	State	Zip
Name	p.		
Street	City	State	Zip
Name			
Street	City	State	Zip

PRILIMINARY SCHEDULE EB KNIGHT PIER PROJECT CITY OF KEY WEST

	DAYS
MOB	3
DEMO	7
PRECAST & INSTALL	60
CONCRETE WORK	30
RAILINGS	14
PUNCH LIST	3
DEMOB	3
TOTAL:	120

EB KNIGHT PIER BID: 7-11-18 SCHEDULE OF VALUES

PROJECT MAN \$ 102,200.00 (Mob, MOT, As builts) DEMO \$ 100,000.00 PRECAST & INSTALL \$ 185,280.00

RAILINGS \$ 123,520.00

total: \$511,000.00

SURETY

Hartford Accident and Indemnity Company		whose address is	
One Hartford Plaza, Hartford, C	T 06155,		
Street	City	State	Zip
BIDDER			
The name of the Bidder submitting this	Proposal is		
Douglas N. Higgins, Inc.			doing business at
3390 Travis Pointe Rd., Ste A	Ann Arbor	, MI ,	48108
Street	City	State	Zip
of all persons interested in this Proposa Douglas N. Higgins, President	and printerpoint and do for		
Douglas N. Higgins, Plesident			
Daniel N. Higgins, Vice-President			
Kelly A. Wilkie, Vice-President, Secretary, Treasur	rer		

If Sole Proprietor or Partnership

		day of 2018.	
Signature of Bidder			
Title			
Sworn and subscribed before this	day of	, 2018.	
NOTARY PUBLIC, State of	, at Large		
My Commission Expires:	_		
If	Corporation		
its seal affixed by its duly authorized officers (SEAL) Douglas N. Higgins, Inc. Name of Corporation			
	Title Vice-Presid	ya. Wlkil 1 Wllei	
Sworn and subscribed before this11th	day of	july, 2018.	

EXPERIENCE OF BIDDER

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

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

See Attached List.	
See Attached List.	
- Contract C	



Winsberg Farms (Green Cay Park) Wetlands Restoration Project Palm Beach County, FL

Project Number: WUD 03-061

Owner:

Palm Beach County Water Utility Department Contact:

Duane Palumbo, PE 8100 Forest Hill Blvd

West Palm Beach, FL 33413 (561) 493-6087 - Office (561) 906-4551 - Mobile dpalumbo@pbcwater.com

Engineer:

Hazen and Sawyer, P.C.

Contact:

John Koroshec, PE

2101 NW Corporate Blvd, Suite 301

Boca Raton, FL 33431 (561) 997-8070

jkoroshec@hazenandsawyer.com

Start Date:

April 2003

Completion Date:

February 2005

Original Contract:

\$ 10,823,156.75

Reason for Change: Owner Added Work Scope

Final Contract:

\$ 11,800,000.00

Scope of Work: This project involved the conversion of the 175 acre Green Cay Farm into a wetland / park facility for Palm Beach County. Work involved included site clearing and grubbing, exotics removal, heavy earthwork operations across the entire site including the construction of both perimeter embankments / levees, internal embankments and levees and site grading, rip rap installation and littoral plantings. The project also involved the construction of two (2) gated, effluent flow control spillway structures, a wetlands recycle stormwater pump station and an interpretive nature center / boardwalk.







Nubbins Slough Stormwater Treatment Area Okeechobee County, FL

Contract Number: W912EP-04-C-0025

Owner:

South Florida Water Management District

Primary Contact

Contact:

Roy Sapp

Field Operations and Maint. Supervisor

1000 NE 40th Avenue Okeechobee, FL 34972 (863) 462-5280 x3129 rsapp@sfwmd.gov

Owner:

U.S. Army Corps of Engineers

Jacksonville District

Contact:

Stephen J. Fleming, PE

Miami Regulatory Field Office 9900 SW 107 Avenue, Suite 203

Miami, FL 33176 (239) 464-8140

stephen.j.fleming@usace.army.mil

Start Date:

October 2005

Completion Date:

August 2007

Original Contract:

\$ 9,095,150.00

Reason for Change:

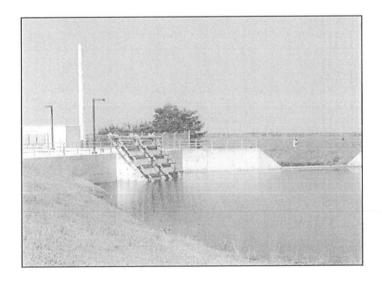
Quantity Adjustments to Unit Price

Contract

Final Contract:

\$ 9,444,634.00

Scope of Work: This project, designed by the West Palm Beach office of Stantec, involved the construction of a 950 Acre STA in Okeechobee, Florida. Major project components included a 120 CFS pump station with 3,340 LF of 48" diameter forcemain discharge piping, trash rakes and instrumentation/control systems / construction of gated, cast-in-place water control structures / major earthwork operations including clearing and grubbing, filling of drainage ditches, levee construction, rip rap installation, perimeter roadway construction and excavation / disposal of manure, reservoir excavation and seeding / mulching / sod.







Culvert Replacement and Intersection Improvements at NE 80th Avenue and NE 48th Street Okeechobee County, FL

Contract Number: Bid #2013-19

Owner:

Okeechobee County

Contact:

Jim Threewits

304 NW 2nd Street Okeechobee, FL 34972

(863) 763-4458

jthreewits@co.okeechobee.fl.us

Engineer:

Culpepper & Terpening

Contact:

Marcelo Dimitriou, PE

2980 South 25th Street Fort Pierce, FL 34981 (772) 464-3537

mdimitriou@ct-eng.com

Start Date:

June-14

\$

Completion Date:

December-14

Original Contract:

317,423.60

Reason for Change:

Owner Added Work Scope

(Well Abandonment)

Final Contract:

\$ 319,965.55

Scope of Work: Road crossing culvert replacement / intersection improvements including the following work: earthwork, 8' x 5' cast-in-place storm water culvert construction with headwalls, rip rap, storm water drainage structures and piping, roadway reconstruction including pavement marking and signage, guardrail, channel flow diversion, dewatering and restoration.





Relevancy - Earthwork and Road Crossing w/ Cast-In-Place Box Culvert



G-200A Pump Station Retrofit Palm Beach County, FL

Contract Number: 4500082445

Owner:

South Florida Water Management

Contact:

Northon Jocelyn

3301 Gun Club Road

West Palm Beach, FL 33406

(561) 386-7832 njocely@sfwmd.gov

Engineer:

Design / Build

Contact:

Design / Build

Start Date:

July-14

Completion Date:

September-14

Original Contract:

297,040.00

Reason for Change:

Owner Added Work Scope

(Additional Chain Link Fence)

Final Contract:

\$ 302,665.48

Scope of Work: This project involved the complete retrofit of the pump systems at the SFWMD G-200A Pump Station. Work involved removal of the existing three (3) 60" diameter hydraulically driven axial flow pumps, demo of the existing pump support system and installation of three (3) new 42" diameter electrically driven axial flow pumps rated at 100 CFS each. Project also involved the complete design and construction of the new pump structural support system, walkway across the pump station, electrical power distribution system to the pumps, the pump control system and miscellaneous sitework including chain link fence.





Marine Construction w/ Electrical Components



Structure S-161A Concrete and Sheet Pile Rehabilitation Osceola County, FL

Contract Number: 27714

Owner:

St. Johns River Water Management District

Contact:

James Rider

4049 Reid Street Palatka, FL 32177 (321) 984-4941 <u>irider@sjrwmd.com</u>

Engineer:

St. Johns River Water Management District

Contact:

Bill Cote, PE

Supervising Professional Engineer

4049 Reid Street Palatka, FL 32177 (386) 937-0397 wcote@sjrwmd.com

Start Date:

December-13

Completion Date:

July-14

Original Contract:

\$ 856,995.00

Reason for Change:

Quantity Adjustments and

Owner Added Work Scope

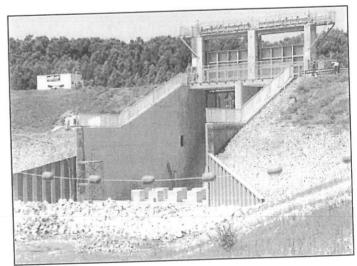
(Handrails and Ladders)

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, miscellaneous metal supply and installation, repair of upstream and downstream safety barriers / trash racks and rip rap installation. The S-161A structure was originally 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 Project



SFWMD Lakeside Ranch Stormwater Treatment Area S-650 Pump Station Okeechobee and Martin Counties, FL

Contract Number: 4600001969

Owner:

South Florida Water Management District

Contact:

Roy Sapp

Field Operations and Maint. Supervisor

1000 NE 40th Avenue Okeechobee, FL 34972 (863) 462-5280 x3129 rsapp@sfwmd.gov

Engineer:

CDM-Smith, Inc.

Contact:

Suzanne Mechler, PE

621 NW 53rd Street, Suite 265

Boca Raton, FL 33487 (561) 571-3800

mechlerse@cdmsmith.com

Start Date:

April 2010

Completion Date:

August 2012

Original Contract:

\$ 6,788,000.00

Reason for Change:

Unforeseen Dewatering Requirements

Owner Added Work Scope

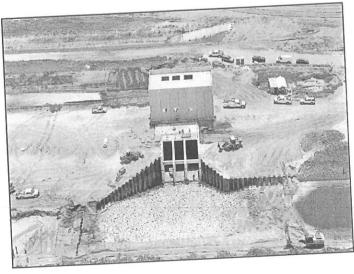
Owner Controlled Insurance Program

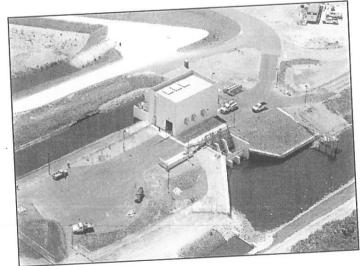
Final Contract:

\$ 7,091,139.66

Scope of Work: The S-650 Lakeside Ranch Pump Station project involved the complete site development (site clearing / earthwork / rip rap / intake and discharge canal construction / steel sheet pile weir - water control structure construction) along with construction of a 250 CFS pump station including a concrete service bridge at the intake side of the pump station, structural steel framing fabrication and erection, concrete piles, trash rake supply / installation, LPG generator installation and instrumentation /

controls for the trash rake / pump systems. This project serves to deliver water to the Lakeside Ranch STA.





Relevancy - Pump Facility Installation with Capacity of 50 CFS or Greater



S-133 & S-135 Pump Stations Trash Rakes Upgrades Okeechobee County, FL

Contract Number: 4600002808

Owner:

South Florida Water Management District

Contact:

Howard 'Buff' Searcy, Jr.

3301 Gun Club Road

West Palm Beach, FL 33406

(561) 352-7990 hsearcy@sfwmd.gov

Engineer:

ARCADIS

Contact:

Tony Michuda, PE

2081 Vista Parkway, Suite 305 West Palm Beach, FL 33411

(561) 348-0568

tony.michuda@arcadis-us.com

Start Date:

March-13

Completion Date:

January-16

Original Contract:

\$ 9,678,000.00

Reason for Change:

Owner Added Work Scope

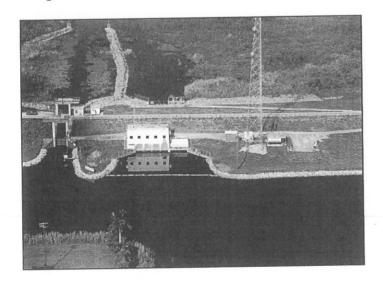
and Unforeseen Conditions

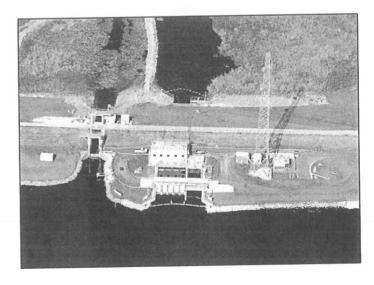
Final Contract:

\$ 10,105,860.98 (As of Substantial Completion)

(Sheet Pile and Site Work Changes)

Scope of Work: This project involved the reconstruction of and improvements to the inflow bays for both the S-133 and S-135 pump stations. Work involved included replacement of steel sheet pile wing walls and trash racks at the pump station, a new service bridge, trash rake supply and installation at the service bridges, by-pass gate replacement at S-135, new handrail and fall protection devices throughout the pump station, earthwork, rip rap canal bank stabilization and complete reconstruction of site paving and drainage features.





Project Included Sheet Pile Installation and Rip Rap Canal Bank Stabilization



S-129 & S-131 Pump Stations Trash Rakes Upgrades and Site Improvements Glades County, FL

Contract Number: 4600002858

Owner:

South Florida Water Management District

Contact:

Howard 'Buff' Searcy, Jr.

3301 Gun Club Road

West Palm Beach, FL 33406

(561) 352-7990

hsearcy@sfwmd.gov

Engineer:

ARCADIS

Contact:

Tony Michuda, PE

2081 Vista Parkway, Suite 305 West Palm Beach, FL 33411

(561) 348-0568

tony.michuda@arcadis-us.com

Start Date:

July 2013

Completion Date:

February 2017

Original Contract:

\$ 7,843,000.00

Reason for Change:

Owner Added Work Scope

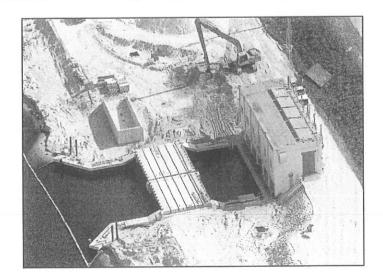
and Unforeseen Conditions

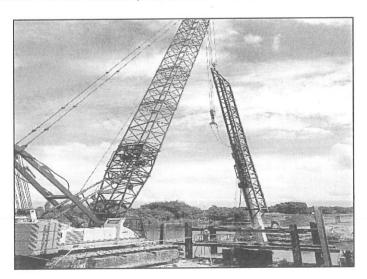
Final Contract:

\$ 8,549,978.94

(Gate Thimble Modifications)

Scope of Work: This project involved the reconstruction of and improvements to the inflow bays for both the S-129 and S-131 pump stations. Work included replacement of steel sheet pile wing walls and trash racks at the pump station, a new service bridge, trash rake supply and installation, by-pass gate fabrication / installation at both pump stations, new handrail and fall protection devices throughout the pump station, earthwork, rip rap, cast-in-place concrete and complete reconstruction of site paving and drainage features. Underwater grouting of the new sheet pile to existing concrete wall was also completed under this project.





Relevancy - Water Control Structure Gate / Bulkhead Project



Land O' Lakes and Odessa Valve Farm Retrofit
Pasco County, FL

Contract Number: PCU No. 14-009.00

IFB-DL-14-219

Owner:

Pasco County Utilities Department

Contact:

Sarah N. Rodriguez, PE, ME

Engineering Manager

7536 State Street, Suite 205 New Port Richey, FL 34654 (727) 847-8145 x8979

srodriguez@pascocountyfl.net

Engineer:

Carollo Engineers, Inc.

Contact:

Eric Peters, PE

10117 Princess Palm Avenue, Suite 340

Tampa, FL 33610 (813) 888-9572

epeters@carollo.com

Start Date:

February-15

Completion Date:

September-15

Original Contract:

672,700.00

Reason for Change:

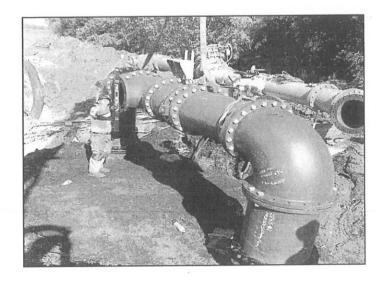
Reduction to Unused Portion of

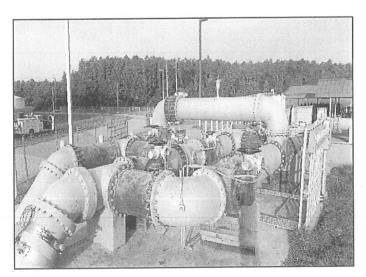
Owner Contingency

Final Contract:

643,923.80

Scope of Work: This project involved the retrofit to two (2) existing potable water distribution valve farms operated by the Pasco County Utilities Department. Work included the installation of two (2) 24" diameter buried gate valves, demolition and rework of both below and above grade flanged piping at two (2) existing valve farms and installation of three (3) 24" plug valves, six (6) 24" butterfly valves and four (4) 20" butterfly valves. New electric actuators were installed on all above grade valves. Demolition, construction, testing and commissioning were completed during two (2) 72 hour shutdowns to limit system downtime.







Switchgear Enclosures and Fuel Station Key West, FL

Contract Number: OM1301

ITB 13-011

Owner:

City of Key West

Contact:

Terrence Justice

Construction Coordinator 3132 Flagler Avenue Key West, FL 33040

(305) 304-4799

Program Manager: Perez Engineering & Development, Inc.

Contact:

Allen Perez, PE

President

1010 Kennedy Drive, Suite 201

tjustice@cityofkeywest-fl.gov

Key West, FL 33040 (305) 293-9440

aperez@perezeng.com

Start Date:

April-13

Completion Date:

April-14 (SC) / November-15 (FC)

Original Contract:

\$ 2,056,140.00

Reason for Change:

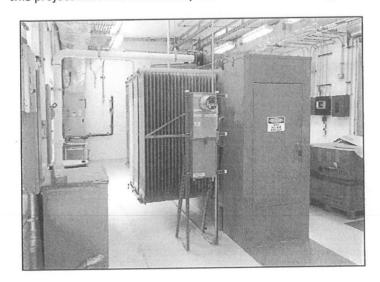
Owner Added Work Scope to

Electrical Systems

Final Contract:

\$ 2,195,257.00

Scope of Work: This project involved the construction of four (4), flood hardened enclosures of approximately 1,000 SF each to protect existing transformer and switchgear locations at the Truman Annex facility of the Naval Air Station Key West. All structures had redundant HVAC, electrical and controls / instrumentation systems. Three (3) of these structures were built on the active Outer Mole Pier which provides docking capabilities for both cruise ships and naval / coast guard vessels. In addition, this project included the turnkey construction of a fueling station complete with a 1,000 gallon fuel tank.





Marine Construction w/ Electrical Components



Blimp Road Boat Ramp Repairs Cudjoe Key, Monroe County, FL

Contract Number: None Assigned

Owner:

Monroe County

Contact:

Johnnie Yongue

Project Manager 1100 Simonton Street

Key West, FL 33040

(305) 292-4429

yongue-johnnie@monroecounty-fl.gov

Engineer:

TY Lin International / HJ Ross

Contact:

Contact Owner for Reference

Start Date:

January-15

Completion Date:

May-15

Original Contract:

177,200.00

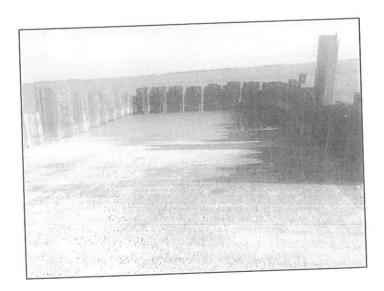
Reason for Change: N/A

Final Contract:

177,200.00

Scope of Work: This project involved a 30' x 40' cast-in-place concrete extension of an existing boat ramp farther into the water to allow for enhanced boat access. Project involved dewatering, temporary cofferdam construction, earthwork and cast-in-place concrete. Significant environmental surveys, monitoring and controls had to be incorporated into the work due the sensitive ecosystem where the work was occurring in the Florida Keys.







East Front Street Flood Mitigation Key West, FL

Contract Number: ITB 14-016

Owner:

City of Key West

Contact:

John Castro

Utilities Director 3110 Flagler Avenue Key West, FL 33040

(305) 809-3902 jcastro@cityofkeywest-fl.gov

Engineer:

Perez Engineering and Development, Inc.

Contact:

Allen E. Perez, PE

1010 Kennedy Drive, Suite 201

Key West, FL 33040 (305) 293-9440

aperez@perezeng.com

Start Date:

August-14

Completion Date:

August-15

Original Contract:

\$ 2,964,012.50

Reason for Change:

Final Quantity Adjustements

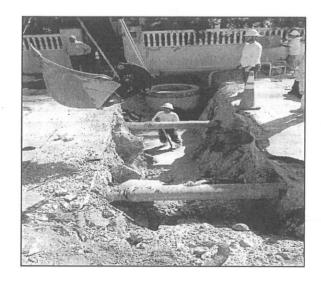
to Unit Price Contract

Final Contract:

\$ 2,705,701.41

Scope of Work: This project involved the installation of storm water collection improvements designed to alleviate both rainfall and tidal flooding in downtown Key West. Work included storm water wells, baffle boxes, storm water conveyance piping and structures, concrete curb, sidewalks and asphalt paving. Project also involved conversion of existing catch basins to P-Top type catch basins to allow for improved rain water collection. The entire project was completed within a high tourist area in Key West (Duval Street) and required significant coordination and maintenance of traffic to maintain safe pedestrian and vehicular access.







Fort Street Parking Lot Project Key West, FL

Project Number: TR-1201

Owner:

City of Key West

Contact:

Janet Muccino

Project Manager 3140 Flagler Avenue Key West, FL 33040 (305) 809-3867

jmuccino@cityofkeywest-fl.gov

Engineer:

Perez Engineering and Development, Inc.

Contact:

Allen E. Perez, PE

1010 Kennedy Drive, Suite 201

Key West, FL 33040 (305) 293-9440

aperez@perezeng.com

Start Date:

March-2014

Completion Date:

September-2014

Original Contract:

347,924.00

Reason for Change:

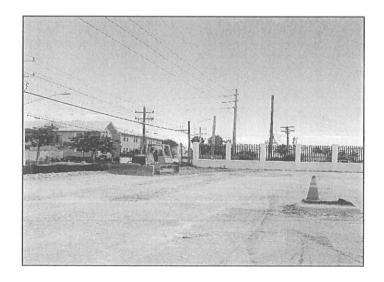
Final Quantity Adjustments

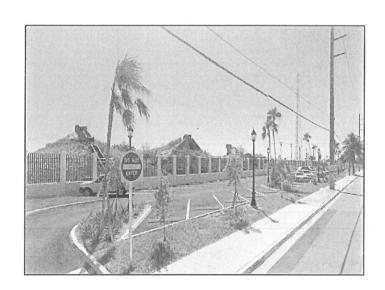
to Unit Price Contract

Final Contract:

\$ 344,582.40

Scope of Work: Douglas N. Higgins, Inc. was the prime contractor for a municipal parking lot construction project in Key West, FL. Work associated with this 24,000 SF, 46 space parking lot included storm drainage improvements, earthwork and limerock base, concrete curbs, sidewalks and entrance drives, asphalt pavement, signage and pavement markings, landscaping and irrigation, parking lot lighting and chain link fencing and gates.





Relevancy: Parking Lot Construction



Fuel Oil Unloading Dock Demolition Florida Power and Light Company Fort Myers Power Plant, Fort Myers, FL

FPL Purchase Order Number: 2000148182

Owner:

Florida Power and Light Company

Contact:

Jeff Moyer

Senior Environmental Specialist

Fort Myers Power Plant (239) 693-4398 - Office (239) 849-5651 - Mobile jeffrey.moyer@fpl.com

Engineer:

Contact Owner

Contact:

Contact Owner

Start Date:

June-14

Completion Date:

November-14

Original Contract:

463,120.00

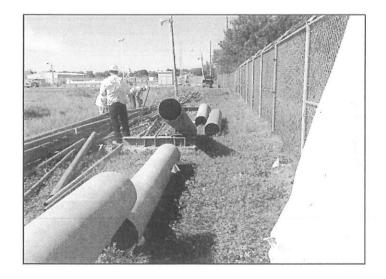
Reason for Change:

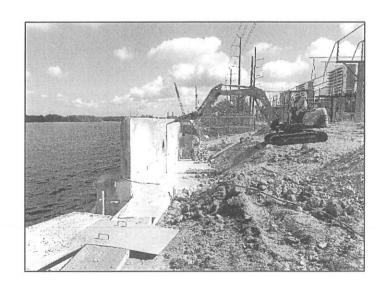
N/A

Final Contract:

\$ 463,120.00

Scope of Work: Douglas N. Higgins, Inc. was the prime contractor for the cleaning, inspection, demolition and removal of 1,500 LF of 16" diameter diesel fuel piping which has previously supplied the power plant. Additionally, marine based demolition was completed of the entire H.O. concrete dock structure, transfer pit and associated mooring dolphins along with removal of equipment / pumps from the adjacent L.O. docks. Work was challenging due to the presence of 230 KV electric lines over the project area.





Marine Construction w/ Electrical Components



Grouper Lane Drianage Improvements Key Largo, Florida

Internal DNHI Job Number: 770-15

Owner:

Monroe County Engineering Services

Contact:

Clark Briggs

Senior Project Administrator

1100 Simonton Street Key West, FL 33040 (305) 295-4306

briggs-clark@monroecounty-fl.gov

Engineer:

T.Y. Lin International Group

Contact:

Miguel Cruz, PE

201 Alhambra Circle, Suite 900

Coral Gables, FL 33134 (305) 567-1888 - Office (305) 318-6746 - Direct miguel.cruz@tylin.com

Start Date:

June 2015

Completion Date:

March 2016

Original Contract:

\$ 467,000.00

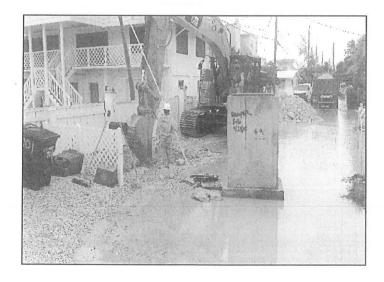
Reason for Change: Increase in road elevation to account

for Monroe County sea rise initiative.

Final Contract:

Ś 484,850.00

Scope of Work: Douglas N. Higgins, Inc. was the prime contractor for drainage improvements and road reconstruction on Grouper lane in Key Largo, FL to alleviate flooding during high tide periods. Major items of work included +/- 900 LF of 18" - 24" diamter exfiltration trenches, installation of twenty-six (26) stormwater structures and complete roadway reconstruction including 220 tons of asphalt pavement. Maintaining residential access in the project area with tight working conditions and installation of a storm water collection system in hard rock were significant challenges DNHI overcame on this project.







Forcemain Replacement Project Ocean Reef, Key Largo, Florida

Internal DNHI Job Number: 782-15

Owner:

North Key Largo Utility Corporation

Contact:

Jeff Oeltjen

Vice-President

24 Dockside Lane #512 Key Largo, FL 33037 (305) 367-0011

joeltjen@oceanreef.com

Engineer:

WadeTrim

Contact:

Clayton McCormack, PE

3790 Dixie Highway NE, Suite D

Palm Bay, FL 32905 (321) 728-3389 - Office (321) 482-2185 - Mobile cmccormack@wadetrim.com

Start Date:

June 2015

Completion Date:

September 2015

Original Contract:

417,375.00

Reason for Change:

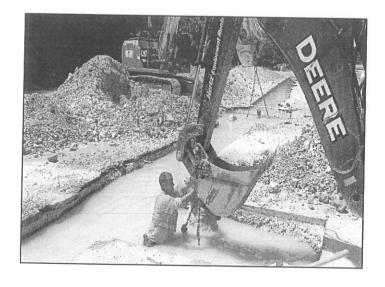
Adjustment in 6" and 8" forcemain

quantities.

Final Contract:

\$ 425,817.00

Scope of Work: This project involved the installation of +/- 1,226 LF of 6" and 1,297 LF of 8" sanitary forcemain installed by horizontal directional drilling methods with open cut tie-ins at the existing wastewater treatment plant and each of six (6) new below grade air release valves. Project challenges included the proximity of the work to and under a private runway serving the Ocean Reef community and the inability to fully dewater the open cut tie-ins due to the fact that the project was on an island.







Niles Channel Bridge Water Pipe Removal Summerland Key, Monroe County, Florida

DEP Agreement Number: CN262

Owner:

Florida Department of Environmental

Protection

Contact:

James Post

Construction Projects Consultant II

3 LaCroix Court Key Largo, FL 33037 (305) 717-8029

james.post@dep.state.fl.us

Engineer:

JGP Structural Group, Inc.

Contact:

Contact Owner

Start Date:

April 2016

Completion Date:

June 2016

Original Contract:

182,120.00

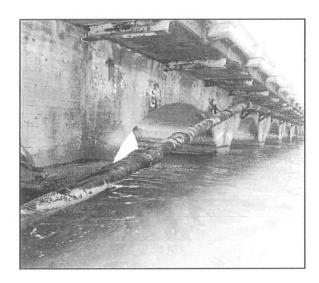
Reason for Change: N/A

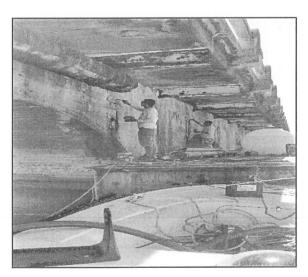
1/Δ

Final Contract:

\$ 182,120.00

Scope of Work: This project involved the removal and disposal of abandoned utility piping which had been supported by the Historic Niles Channel Bridge. Work was completed as part of the Florida Keys Overseas Heritage Trail Project. A total of 698 LF of pipe and supporting brackets were removed. Of this total 570 LF were removed from the seafloor utilizing divers and air lifts. This work was located in the Florida Keys National Marine Sancutary and significant environmental protection measures, including pre and post benthic surveys, had to be implemented to ensure proper protection of coral and sea grass in the work area.





Marine Construction



Key West International Airport Runway 27 Safety Area - Install EMAS System Key West, Florida

Monroe County Project Number: GAKA157

Owner:

Monroe County

Contact:

Don DeGraw

Director of Airports

3491 South Roosevelt Avenue

Key West, FL 33040 (305) 809-5200

degraw-don@monroecounty-fl.gov

Engineer:

Jacobs Engineering Group, Inc.

Contact:

Thomas Schilling, PE

245 Riverside Avenue, Suite 300

Jacksonville, FL 32202 (561) 799-3855 (Office) (904) 466-5047 (Mobile) thomas.schilling@jacobs.com

Start Date:

August 2015

Completion Date:

February 2016

Original Contract:

\$ 1,082,170.00

Reason for Change:

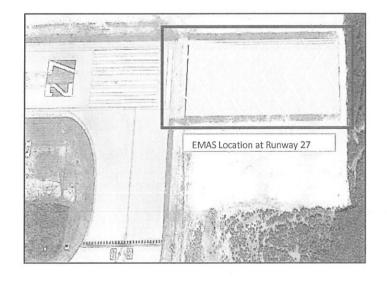
Final Quantity Adjustment to

Unit Price Contract

Final Contract:

\$ 986,924.55

Scope of Work: This project involved the installation of an Engineered Material Arresting System (BMAS) at Key West International Airport. The system is a bed of engineered materials which allows an aircraft to slow by the loss of energy required to crush the material if, during landing, the aircraft exceeds the paved runway length. Our contract involved constructing the BMAS system, extending the existing runway to meet the BMAS area and adjusting runway lighting / pavement markings. The runway extension required 2,050 tons of asphalt pavement. All work was completed at night to allow runway operations during the day.







Florida Keys Aqueduct Authority General Utility Services Contract Key West, Florida

Internal DNHI Job Number: 5700-16

Owner:

Florida Keys Aqueduct Authority

Contact:

William "Bubba" Osterhoudt

Construction Manager 1100 Kennedy Drive Key West, FL 33040 (305) 797-8240

bosterhoudt@fkaa.com

Engineer:

Not Applicable

Contact:

Not Applicable

Start Date:

January 2016

Completion Date:

On-Going

Original Contract:

500,000.00 (For All Work Orders

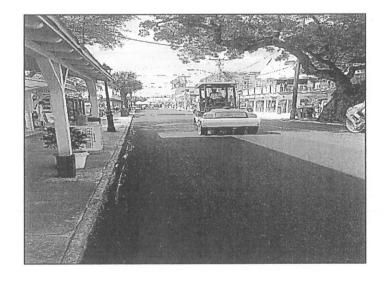
Reason for Change: N/A

Per Established Prices)

Final Contract:

On-Going

Scope of Work: In January of 2016, Douglas N. Higgins, Inc. was awarded a \$500,000 General Services Contract with the FKAA to complete various construction trade work to support their operations in the lower Florida Keys. As of August 2016, work under this contract has totaled +/-\$263,000 and has included approximately 5,700 SY of asphalt roadway mill, resurface and striping with 460 tons of asphalt in place.







FDOT Bridge Scour Protection - Financial Project ID 435036-1-52-01

Sarasota County, FL

Contract Number: E1005

Owner:

Florida Department of Transportation

Contact:

Joey Sites

Project Oversight I (941) 465-0645

joseph.sites@dot.state.fl.us

Engineer:

URS Corporation Southern

Contact:

Elizabeth Geurink, PE

7650 W. Courtney Campbell Causeway

Tampa, FL 33607 (813) 286-1711

Start Date:

August 2015

Completion Date:

April 2016

Original Contract:

722,638.50

Reason for Change:

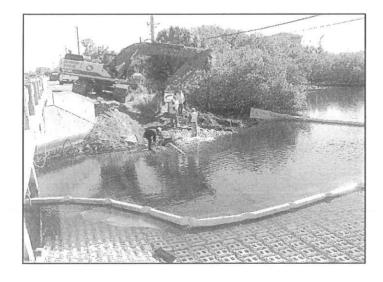
Final Quantity Adjustment to

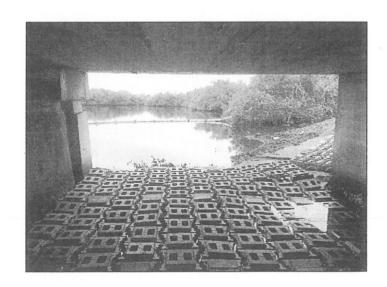
Unit Price Contract

Final Contract:

\$ 686,261.95

Scope of Work: Douglas N. Higgins, Inc. was the prime contractor associated with the installation of scour protection at four (4) coastal bridges in Sarasota County. Work involved channel excavation, 184 CY of underwater tremie grout / concrete placement and the installation of 1,482 SY of articulated block rip rap under and adjacent to the bridge support systems to abate further scour of critical bridge support systems. The majority of the work was completed utilizing divers and marine based equipment.





Marine Construction



G-541, L-8 Divide Structure Palm Beach County, FL

Contract Number: 4600003133

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

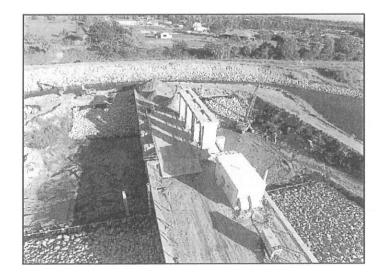
Reason for Change: Owner Added Work Scope

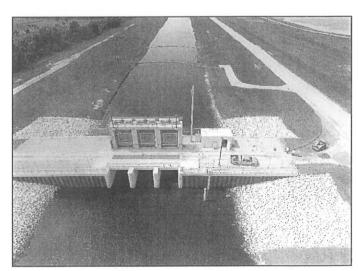
(Deer Run Culvert)

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 Gate / Bulkhead Project



Picayune Strand Restoration Project - Manatee Mitigation Feature Collier County, FL

Contract Number: 4600003244

Owner:

South Florida Water Management District

Contact:

Michael Bogie

Project Manager 3301 Gun Club Road

West Palm Beach, FL 33406

(561) 262-6856 mbogie@sfwmd.gov

Engineer:

South Florida Water Management District

Contact:

Contact Owner Above

Start Date:

May 2015

Completion Date:

June 2016

Original Contract:

\$ 3,081,000.00

Reason for Change:

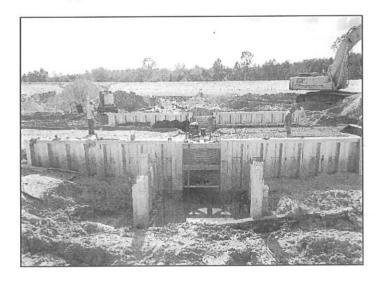
Owner Reduced Work Scope

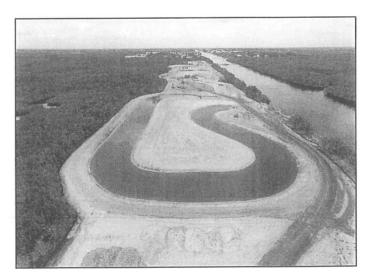
(Orange Safety Fence)

Final Contract:

\$ 3,079,808.79

Scope of Work: This project involved the construction of manatee habitat adjacent to and connected to the FAKA Union Canal in Collier County. The manatee habitat was comprised of three (3) deep water refugia pools with connecting channels and a gated control structure at one end of the habitat. Major items of work included blasting of rock in an environmentally sensitive area, pond and channel excavation in excess of 100,000 CY, sod and rip rap bank stabilization, aluminum sheet piling, 48" diameter corrugated aluminum pipe installation and installation of a 5' x 7' aluminum slide gate. Project was only accessible by barge.





Relevancy - Water Control Structure Project



SR 45 Beautification from Green Bridge to Riverside Drive Financial Project ID 433593-1-52-01 and 433593-1-52-02

Manatee County, FL

Contract Number: T1637

Owner:

Florida Department of Transportation

Contact:

Lori Weakley

Project Oversight/Manatee Operations

14000 SR 64 E

Bradenton, FL 34212-9263

(941) 465-0555

lori.weakley@dot.state.fl.us

Engineer:

Patel, Greene & Associates, PLLC

Contact:

Contact Owner

Start Date:

May 2016

Completion Date:

December 2016

Original Contract:

\$ 2,282,141.60

Reason for Change:

Final Quantity Adjustment to

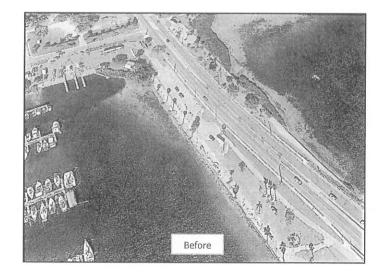
Unit Price Contract and Light Fixture

Final Contract:

\$ 2,295,262.53 Includes \$20,400 Paid by City of Palmetto

Modifications

Scope of Work: This project involved multiple enhancements to a portion of FDOT right of way along US 41 Business in Manatee County. Work included storm water conveyance improvements, earthwork, asphalt pavement (170 tons), concrete retaining walls/curb/sidewalk, brick pavers (5,200 SY), landscaping and pedestrian lighting. Before and after pictures of the project site are provided below.







Rolling Meadows Parcel B Restoration Polk County, FL

Contract Number: 4600003331

Owner:

South Florida Water Management District

Contact:

Howard 'Buff' Searcy, Jr.

Project Manager 3301 Gun Club Road

West Palm Beach, FL 33406

(561) 352-7990 hsearcy@sfwmd.gov

Engineer:

South Florida Water Management District

Contact:

Contact Owner

Start Date:

October-15

Completion Date:

February-17

Original Contract:

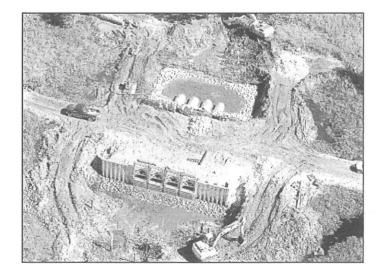
\$ 3,742,000.00

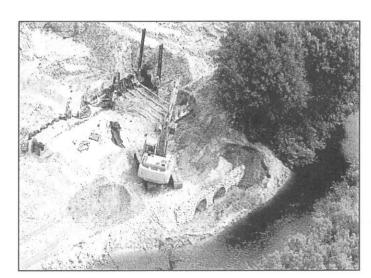
Reason for Change: Owner Added Work Scope

Final Contract:

\$ 3,930,118.15

Scope of Work: This project involved the construction of fifteen (15) water control structures at thirteen (13) sites within a conservation area in Polk County, FL. Control structure work included earthen cofferdam construction, dewatering, earthwork, installation of corrugated aluminum pipe ranging in diameter from 48" to 84", aluminum sheet pile installation, flashboard risers, slide gates, rip rap, sand-cement rip rap and restoration. Additionally, this project involved the reconstruction of 4.5 miles of levees along with the associated access roads on top of the levees.





Relevancy - Water Control Structure Project



Design-Build Public Transportation Facility Key West, FL

Contract Number: RFP 001-13

Owner:

The City of Key West

Contact:

Kreed Howell

Senior Construction Manager

1300 White Street Key West, FL 33040 (305) 809-3963

lhowell@cityofkeywest-fl.gov

Engineer:

CDM Smith

Contact:

Michael Alford, AIA, LEED AP BD&C

Principal Architect

2301 Maitland Ctr Parkway, Suite 300

Maitland, FL 32751 (407) 473-7590

alfordmt@cdmsmith.com

Start Date:

May 2013

Completion Date:

February 2016

Original Contract:

\$ 8,536,327.00

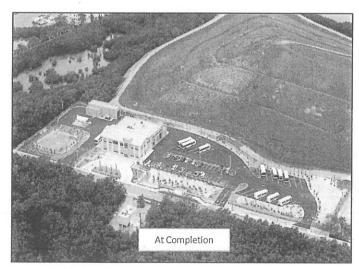
Reason for Change: Owner Added Work Scope

Final Contract:

\$ 8,537,288.16

Scope of Work: This project involved the design and construction of the new public transportation facility for the City of Key West. Specifically the project involved demolition of a waste to energy facility on the 3.9 acre project site, capping of the entire site with 2' of fill and complete site development including utility services, paving and landscaping. Additionally the project included the construction of a two story, 18,300 SF administrative / bus maintenance facility, an 1,830 SF bus wash facility and a fueling facility. The project earned LEED Silver status and serves as the hub for public transportation in the lower Florida Keys.





Relevancy - Building Construction Including Mechanical and Electrical Systems



Rehabilitate the S-164 Flood Control Structure Osceola County, FL

Contract Number: 28501

Owner:

St. Johns River Water Management District

Contact:

David Watt, PE

Supervising Professonal Engineer

Operations and Maintenance

4049 Reid Street Palatka, FL 32177 (386) 329-4355 dwatt@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

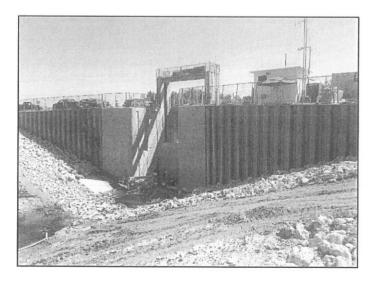
Owner Added Work Scope

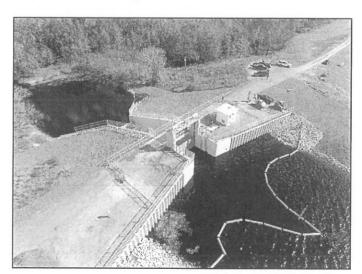
Final Contract:

\$ 1,956,551.73

(Gate Hoist Refurbishment) Scope of Work: The S-164 structure was originally constructed by the USACEin 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 Project

ANTI – KICKBACK AFFIDAVIT

that no portion of the sum herein bid will be nmission, kickback, reward or gift, directly or ficer of the corporation.
of, 2018.
SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020

ITB 18-029

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 forITB#18-029 Edward B. Knight Pier
	Span I Deck Replacement Project IS72011801
2.	This sworn statement is submitted by Douglas N. Higgins, Inc.
	(name of entity submitting sworn statement)
	whose business address is3390 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 isKelly A. Wilkie
	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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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, dir	rectors
executives, partners, shareholders, employees, members, or agents who are ac	tive in
management of the entity, nor any affiliate of the entity have been charged with	
convicted of a public entity crime subsequent to July 1, 1989, AND (Please in	ndicate
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.)
Koll 11 a Wilkie
(signature)
7/11/18 (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 11th day of July , 2018.
My commission expires: 1/10/2020 Sandia K Laruson NOTARY PUBLIC

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

INDEMNIFICATION

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 bea8rs a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

CONTRACTOR:	Douglas N. Higgins, Inc.	SEAL:
	3390 Travis Pointe Rd., Suite A, Ann Arbor, MI 48108	
	Address	
	Kellya Whie	
	Signature	
	Kelly A. Wilkie	
	Print Name	
	Vice-President	
	Title	
DATE:	7/11/18	

ITB 18-029

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF MICHIGAN) : SS	
COUNTY OFwashtenaw)	
I, the undersigned hereby duly sworn, depose and say that the fir provides benefits to domestic partners of its employees on the sa employees' spouses per City of Key West Ordinance Sec. 2-799	me basis as it provides benefits to
By: _	Kelly a. Whie
Sworn and subscribed before me this	
day of, 2018.	
Sandrak Darrison	
NOTARY PUBLIC, State of Michigan at Large	
My Commission Expires:	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 ofDouglas N. Higgins, Inc have read and
understand the limitations and procedures regarding communications concerning City of Key West
issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of
Silence (attached).
Sworn and subscribed before me this 11th Power 2018
Sandrak Larrison
NOTARY PUBLIC State of Michigan at Large

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

My Commission Expires: __1/10/2020

Sec. 2-773. Cone of Silence

- (a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
 - 1) Competitive Solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - 2) Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
 - 3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
 - 5) Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.
- (b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:
 - 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
 - 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
 - 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
 - 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

- (c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:
 - 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
 - 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.
 - (A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.
 - (B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.
 - 3) Oral communications at duly noticed pre-bid conferences;
 - 4) Oral presentations before publicly noticed evaluation and/or selection committees;
 - 5) Contract discussions during any duly noticed public meeting;
 - 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
 - 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
 - 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the

recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

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

NON-COLLUSION AFFIDAVIT

STATE OF KORYKA MICHIGAN)	
SS COUNTY OF MONROE WASHTENAW)	
those named herein, that this Prop	posal is, in all respects al of the Owner, and	or parties interested in this Proposal are s, fair and without fraud, that it is made that the Proposal is made without any r Proposal on this Contract.
		By: Helly a. Wilhie
Sworn and subscribed before me th	nis	
NOTARY PUBLIC, State of Michiga	då at Large an	
My Commission Expires:1/10/2020)	CANDDA V CADDIGON

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

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

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

	· · · · · · · · · · · · · · · · · · ·
Business Name Douglas N. Higgins, Inc.	Phone:305-292-7889
Current Local Address: 5509 5th Avenue, Unit #3 Key We	st, FL 33040 Fax: 305-292-7717
(P.O. Box numbers may not be used to establish status)	
Length of time at this address: 3 years	
Kelly a. ulkie	Date:07/11/2018
Signature of Authorized Representative	
STATE OF Michigan	COUNTY OFWashtenaw
The foregoing instrument was acknowledged before me this	
By Kelly A. Wilkie, Vice-President ,	of _Douglas N. Higgins, Inc.
(Name of officer or agent, title of officer or agent)	(Name of corporation acknowledging)
or has produced identification personally known	as identification
(Type of identification)	Sandrak Darrison
	Signature of Notary
	Sandra K. Garrison
Return Completed form with	Print, Type or Stamp Name of Notary
Supporting documents to: City of Key West Purchasing	Secretary
a a a a a a a a a a a a a a a a a a a	Title or Rank

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

My Commission Expires January 10, 2020

E.B. Knight Pier Bridge Span Replacement Local Vendor Certification

ITB 18-029

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 the bid.)

All Contract documents thoroughly read and understood. All blank spaces in Bid Form filled in, using black ink. Total and unit prices added correctly. Addenda acknowledged (if applicable). Subcontractors (if applicable) are named as indicated in the Proposal. Experience record included. Bid signed by authorized officer. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, one (1) original and two (2) USB drives, each containing a single complete PDF file. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. Other forms listed below.

Bidders shall cite compliance with these required Contract Provisions and shall include the following EXECUTED documents with bid:

- Anti-Kickback Affidavit.

 Public Entity Crimes.

 City of Key West Indemnification Form.

 Equal Benefits for Domestic Partners Affidavit.

 Non-Collusion Affidavit.
- Non-Collusion Affidavit.
 Cone of Silence Affidavit.
 Local Vendor Certification

Failure to include the above forms may result in a determination that the proposal is nonresponsive.

FLORIDA BID BOND

BOND NO. <u>N/A</u>
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 atOne Hartford Plaza, Hartford, CT 06155
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
hereinafter called the OBLIGEE, in the sum offive percent of the attached bid
DOLLARS (\$_5% of the attached bid) 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 EDWARD B. KNIGHT PIER SPAN 1 DECK REPLACEMENT , 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, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings & Specifications, entitled:

EDWARD B. KNIGHT PIER SPAN 1 DECK REPLACEMENT

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 this11th	_day of	July , 2018.
PRINCIPAL		Douglas N. Higgins, Inc. By Kelly A. Wilkje, Vice-President
Countersignature: William Nolan, FL Resident Agent License #E162354		By Attorney-In-Fact Lisa M. Wilmot
STATE OF COUNTY OF) : SS)	

POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD **BOND. T-12** One Hartford Plaza Hartford, Connecticut 06155

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

LIV MONA	DERSONS	BY THESE	PRESENTS	THAT:

Agency Code: 21-211417 Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

Agency Name: HYLANT GROUP INC

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 of Dublin OH, Vicki S. Duncan of Toledo OH, Rachel L. Dobbs, Chalene M. Haddon, Michael M. Hylant, Monica M. Mills, Deborah A. Neff, William V. Nolan III, Kristie A. Pudvan, Joel E. Speckman, Lisa M. Wilmot, Judy K. Wilson of LAKE MARY, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by [3], 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, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT COUNTY OF HARTFORD

Hartford

On this 5th day of January, 2018, 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.

Kathleen T. Maynard Kathleen T. Maynard Notary Public

My Commission Expires July 31, 2021

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

















Kevin Heckman, Assistant Vice President

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

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

5509 5TH AVE 3

Owner Name:

DOUGLAS N HIGGINS, DANIEL N HIGGINS Business Location: KEY WEST, FL 33040

Mailing Address:

5509 5TH AVE #3

Business Phone:

KEY WEST, FL 33040

Business Type:

305-292-7889 CONTRACTOR (GENERAL CONTRACTOR)

Employees

5

STATE LICENSE: CGC060189

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid	
Tax Amount	Hallord Fee				0.00	20.00	
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 THIS IS ONLY A TAX. PO Box 1129, Key West, FL 33041

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

Business Name: DOUGLAS N HIGGINS INC

RECEIPT# 30140-62369

Business Location: KEY WEST, FL 33040

Owner Name:

DOUGLAS N HIGGINS, DANIEL N HIGGINS

Mailing Address:

5509 5TH AVE #3

KEY WEST, FL 33040

5509 5TH AVE 3

305-292-7889 Business Phone: Business Type:

CONTRACTOR (GENERAL CONTRACTOR)

Employees

5

STATE LICENSE: CGC060189

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
Tax Amount	Hallstel Tee	000 10111			0.00	20.00
20.00	0.00	20.00	0.00	0.00	0.00	20.00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name

DOUGLAS N. HIGGINS (CGC) CtlNbr:0018021

Location Addr 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

20071

Trans date: 10/05/17 Time: 15:19:00



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 ANNN 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. 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 belter 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 data: AUG31, 2018 Lique 170007856

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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 ANNII ARBOR MI 48108



ISSUED: 08/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ# L1608170002656

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, 2018, that its most recent annual report/uniform business report was filed on April 23, 2018, 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 Twenty-third day of April, 2018



Ken Depper Secretary of State

Tracking Number: CC9711225152

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

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

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 April 1, 2018 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."

Matthew T. DeLuca

Daniel N. Higgins

Douglas N. Higgins

David J. Wilkie

Kelly A. Wilkie

Dail of Willia

Kelly a. Whie

Kelly A. Wilkie

Dated:

April 1, 2018