

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

BID FORM

To: The City of Key West
Address: 3140 Flagler Ave, Key West, Florida 33040
Project Title: Electrical Enclosures & Fuel Station
City of Key West Project No.: ITB 13-011

Bidder's contact for additional information on this Bid:

Company Name: Douglas N. Higgins, Inc.
Contact Name: Paul Waters
Telephone: 305-797-1019

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 160 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 180 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner **\$500** per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner **\$200** for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

ADDENDA

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

SALES AND USE TAXES

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



THE CITY OF KEY WEST

3140 Flagler St,
Key West, FL 33040

ADDENDUM #1

Electrical Enclosures & Fuel Station


Invitation to Bid: 13-011

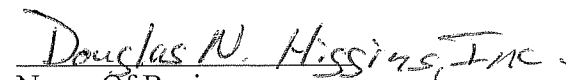
21 February 2013

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 bid package is amended in accordance with the following items:

- Attached to this coversheet is Addendum #1, dated 21 February which provides an estimated construction budget, makes specific minor corrections to information presented in the bid documents, and replaces the "Invitation to Bid" (00 11 13) and the "Instructions to Bidders" (00 21 13) with the modified versions included in the Addendum.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum No. 1 in their proposal or by submitting the signed Addendum No. 1 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature


Name Of Business



THE CITY OF KEY WEST

3140 Flagler St,
Key West, FL 33040

ADDENDUM #2

Electrical Enclosures & Fuel Station

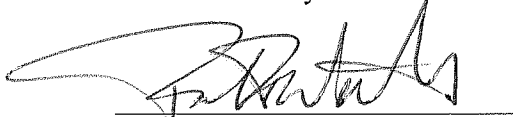
Invitation to Bid: 13-011

6 March 2013

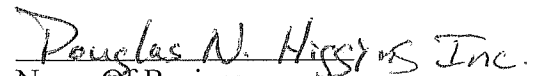
This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- Attached to this coversheet is Addendum #2, dated 6 March 2013 which makes specific minor corrections to information presented in the bid documents, replaces "Fuel Station" drawings, "Switchgear Enclosures" drawings, and specific pages of the "NAVFAC Specifications" with the modified versions included in the Addendum and also includes the sign-in sheet for the mandatory pre-bid site visit.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum No. 2 in their proposal or by submitting the signed Addendum No. 1 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature



Name Of Business

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

Bid Form ITB 13-011

City of Key West Project: OM1301

Base Bid:

SW#1 through SW#3 Enclosures (inclusive)	(Lump Sum)	<u>1,067,400</u> (1)
Accident Prevention Plan (APP) Management	(Lump Sum)	<u>37,000</u> (2)
Quality Control (QC) Program Management	(Lump Sum)	<u>62,000</u> (3)
Construction Administration (CA) Program Management	(Lump Sum)	<u>90,600</u> (4)

Total Bid: 1,257,000
(1)+(2)+(3)+(4)

One Million Two Hundred Fifty Seven Thousand dollars and 00 Cents

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

All Bid Items Below are "Alternate Bid Items":

Alternate: SW#4 Enclosure (includes all site work within 100 feet of SW#4 Location) (Lump Sum) 326,700 (5)

Alternate Bid Items for SW#1 - SW#4
(Option # corresponds to Notes on Sheet A601 of Drawing Set)

	Quan.	Meas.	Unit Cost	Ext.	
Alternate: Option 1. Stainless Steel Watertight Man-door 3 ⁰	12	ea.	<u>8,325</u>	<u>99,900</u>	(6)
Alternate: Option 2. Stainless Steel OH Coil Roll-up Door 12'0"	4	ea.	<u>5,460</u>	<u>21,840</u>	(7)
Alternate: Option 3. Aluminum Flood Panel for 3 ⁰ Man-door	12	ea.	<u>2,695</u>	<u>32,340</u>	(8)
Alternate: Option 4. Aluminum Flood Panel for 12'0" Roll-up Door	4	ea.	<u>5,640</u>	<u>22,560</u>	(9)
Alternate: Option 5. Stainless Steel OH Coil Roll-up Door 10'0"	1	ea.	<u>5,120</u>	<u>5,120</u>	(10)
Alternate: Option 6. Aluminum Flood Panel for 10'0" Roll-up Door	1	ea.	<u>5,520</u>	<u>5,520</u>	(11)

Alternate Bid Items: Fueling Station

Alternate: Fueling Station: Site Work, Electrical, Fence, Concrete, Std. Tank (Lump Sum) 302,500 (12)

Alternate: Stainless Steel Option for 1000 Gal. Fuel Tank (Lump Sum) 15,000 (13)

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:

Perez Engineering and Development
Name

1010 Kennedy Dr. Suite 201 Key West FL 33040
Street City State Zip

Nearshore Electric, Inc.
Name

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

TEM Environmental + Mechanical
Name

31425 SW Ave. Homestead FL 33030
Street City State Zip

EG Braswell Construction
Name

5635 McDonald Ave Key West FL 33040
Street City State Zip

Surety

Hartford Accident + Indemnity, CO. whose address is

5445 Corporate Dr. Troy MI 48098
Street City State Zip

Bidder

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

_____ doing business at

3390 Travis Pointe Rd Ann Arbor MI 48108
Street City State Zip

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

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

Douglas Higgins President _____

R. Suzanne Hawker Secretary/Treasurer _____

James Sweet, Dan Higgins & Kelly Wilkie Vice President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ___ day of _____ 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 3rd day of 2013.

(SEAL)

Douglas N. Higgins, Inc.
Name of Corporation

By: Kelly A. Wilkie

Title: Vice-President

Attest: K. Suzanne Hawke
Secretary

END OF SECTION

March 8, 2013
~~FEBRUARY 14, 2013~~

BID FORM
00 41 13 - 7

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ANTI-KICKBACK AFFIDAVIT

MICHIGAN
STATE OF FLORIDA)
WASHTENAW : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Kelly A. Wilkie
Vice-President

Sworn and subscribed before me this
13th day of March, 2013

R. Suzanne Hawker
NOTARY PUBLIC, State of ~~Florida~~ Michigan
at Large

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

My Commission Expires: _____

END OF SECTION

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

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

1. This sworn statement is submitted with Bid or Proposal for ITB 13-011 City of Key West
2. This sworn statement is submitted by Douglas N Higgins, Inc
(name of entity submitting sworn statement)
whose business address is 3340 TRAVIS Pointe Rd. Suite A
Ann Arbor, MI 48108 and (if applicable) its Federal Employer
Identification Number (FEIN) is 38-1807765

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____)
3. My name is Kelly A. Wilkie
(please print name of individual signing)
and my relationship to the entity named above is Vice-President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

Kelly A. Wilkie
(signature)
March 13, 2013
(date)

STATE OF Michigan
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 13th of March, 2013

My commission expires:

R. Suzanne Hawker
NOTARY PUBLIC

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

CONTRACTOR Insurance/Indemnity Requirements

Insurance

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 coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$2,000,000	Occurrence/Aggregate

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **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

If the work is being done on or near a navigable waterway, **CONTRACTOR's** Workers' Compensation policy shall be endorsed to provide **USL&H Act (WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **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 0 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 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **CONTRACTOR**.

INSURANCE REQUIREMENTS

00 43 18A - 1

February 13, 2013

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 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).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX: (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
INSURED Contractor Sample	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES: CERTIFICATE NUMBER: 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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>					\$
	NON-OWNED AUTOS						
	UMBRELLA LIAB	<input checked="" type="checkbox"/>					EACH OCCURRENCE \$,000,000
	EXCESS LIAB	<input type="checkbox"/>					AGGREGATE \$,000,000
	OCCUR CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				\$
	DED <input checked="" type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Fla) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/>			E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE-EA EMPLOYEE \$1,000,000
							E.L. DISEASE-POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Key West P.O. Box 1409 Key West, FL 33041-1409	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
--	---

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

Number of Days Notice 30

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization:

Mailing Address

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

CITY OF KEY WEST INDEMNIFICATION FORM

CITY OF KEY WEST INDEMNIFICATION FORM

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.

CONTRACTOR: Douglas N. Higgins, Inc. SEAL:

3390 Travis Pointe Rd. Suite A
Address Ann Arbor, MI 48108

Kelly A. Wilkie
Signature

Kelly A. Wilkie
Print Name

Vice-President
Title

DATE: March 13, 2013

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798 *N/A*

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 _____

Phone: _____

Current Local Address: _____
(P.O Box numbers may not be used to establish status)

Fax: _____

Length of time at this address _____

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank

DISCLOSURE OF LOBBYING ACTIVITIES

N/A

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

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

<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> <p style="text-align: center;"><i>(attach Continuation Sheet(s))</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p style="text-align: center;"><i>SF-LLLA, if necessary</i></p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)</p>

FORM DEP 55-221 (01/01)

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

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

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

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

Form DEP 55-221 (01/01)

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

ITEM/SEGMENT NO.: ITB-13-011
F.A.P. NO.:
PARCEL NO.:
COUNTY OF:
BID LETTING OF: MARCH 13, 2013

I, Kelly A. Milkie, hereby
declare that I am Vice-President of Douglas N. Higgins, Inc.
Of Ann Arbor, MI 48108

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

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a),

FEBRUARY 14, 2013

NON-COLLUSION DECLARATION
AND COMPLIANCE WITH 49 CFR §29

00 44 02 - 1

Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

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

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

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

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

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

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

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

EXCEPTIONS:

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

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

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

CONTRACTOR: (Seal)

BY: Douglas N. Higgins, Inc.
NAME AND TITLE PRINTED
Kelly A. Wilkie, Vice-President
BY: Kelly A. Wilkie
SIGNATURE

WITNESS: [Signature]

WITNESS: [Signature]

Executed on this 13th day of March, 2013

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

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FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring

CERTIFICATION

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

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

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Benching + Shoring</u>	<u>LF</u>	<u>75 LF</u>	<u>\$10.00</u>	<u>\$750.00</u>
B. _____	_____	_____	_____	_____

Kelly A. Wilkie
 Signature
March 13, 2013
 Date

STATE OF Michigan
 COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kelly A. Wilkie, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 13th day of MARCH, 2013.

R. Suzanne Hawker
 Notary Public

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

(Seal)

MY COMMISSION EXPIRES: _____

FEBRUARY 14, 2013

FLORIDA TRENCH SAFETY
 ACT COMPLIANCE
 00 44 03 - 1

To:

City of Key West
3140 Flagler Ave.
Key West, FL 33040

RE: Equal Benefits Compliance Declaration
Reference: City of Key West Ordinance 2-799

Company: Douglas N. Higgins, Inc.
Address: 3390 Travis Pointe Rd.
Suite A
Ann Arbor, MI 48108
Phone: (734)996-9500

Pursuant to City Ordinance Section 2-799, Requirements for City Contractors to Provide Equal Benefits for Domestic Partners, Douglas N. Higgins, Inc. makes the following declaration:

Douglas N. Higgins, Inc. makes all benefits available on an equal basis to its employees with spouses and its employees with domestic partners, and to the spouses and domestic partners of employees, in all locations where work on the contracts with the City of Key West is performed, except where Federal Law dictates otherwise. Benefits affected by such regulations include, but may not be limited to, family medical leave, Flexible Spending Accounts, and Health Savings Accounts. Further, the IRS dictates which of these benefits may be taxable.

Please contact Kelly A. Wilkie at (734)996-9500 with any questions regarding this declaration.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and that I am authorized to bind this entity contractually.

Kelly A. Wilkie
Signature of Authorized Person

March 13, 2013
Date

Kelly A. Wilkie
Printed Name of Authorized Person

SUSPENSION AND DEBARMENT CERTIFICATION

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

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:
(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this March 13th day of, 2013.
By Kelly A. Wilkie
Authorized Signature/Contractor
Kelly A. Wilkie Vice-President
Typed Name/Title
Douglas N. Higgins, Inc.
Contractor's Firm Name
3390 Travis Pointe Rd.
Street Address
Suite A
Building, Suite Number
Ann Arbor, MI 48108
City/State/Zip Code
(734) 996-9500
Area Code/Telephone Number



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

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

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

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

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

STATE OF FLORIDA AC# 6307015
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC060189 08/27/12 118195796
CERTIFIED GENERAL CONTRACTOR
HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12082701996

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINE-MARK, PATENTED PAPER

AC# 6307015

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082701996

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 08/27/2012, 118195796, CGC060189

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

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

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

Experience Statement for Douglas N. Higgins, Inc.

Switchgear Enclosures and Fuel Station – Invitation to Bid 13-011 For The City of Key West

Contents

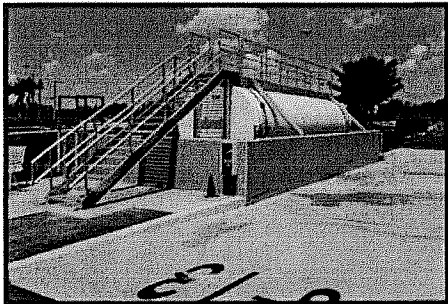
1. Contractor Experience Summary for the Following Projects:
 - A. SFWMD Fuel Tank Projects
 - B. SFWMD S650 Pump Station
 - C. SFWMD S127 and S133 Pump Refurbishment Project
 - D. SFWMD Kissimmee Field Station
 - E. SFWMD / USACE Nubbins Slough
 - F. City of Key West Design / Build Solid Waste Transfer Station
2. Resume for Richard Roland (Safety Site and Health Officer)
3. Resume for Mark Battista (Construction Quality Control Manager)
4. Experience for Perez Engineering and Development (Construction Administration Firm)



Project Reference Sheet

- Project:** Fuel Tank Platform Project – South, Central and North Regions, Various Counties Throughout South Florida
- Owner:** South Florida Water Management District
- Owner Contact:** David McDermet, P.E.
Project Manager – Engineering and Construction Bureau
(561) 234-5550 – Mobile
dmcderme@sfwmd.gov – E-Mail
- Engineer:** Arcadis U.S., Inc.
West Palm Beach, FL
- Contract Value:** \$1,067,343.16
- Construction Period:** 2011 - 2012
- Relevancy:** Significant modifications to SFWMD pump station fuel tank farms and associated facilities throughout South Florida. Work included structural steel, mechanical and electrical, controls and instrumentation modifications associated with the fuel tanks.
- Description:** This project involved significant modifications to the fueling facilities associated with a number of pump stations throughout South Florida. Work involved included:
- Installation of concrete foundations, structural steel, ladders, stairs and catwalks required to create safe access to the top of all fuel tanks.
 - Relocation, modifications and improvements to existing fuel inventory, leak detection systems, electrical and lighting at fuel tanks.
 - Installation of secondary containment systems at several fuel tanks.

Project evaluations are attached.





INSTRUCTIONS: Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders with a term of 6 months or more. At a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order and at the time of Work Order or Contract completion. It is especially important for the Project Manager to get in touch with a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the District to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

Circle the appropriate ratings for Lines 1 through 8. Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9. Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10. Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11. Provide any additional detail in Lines 12 through 21, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

Forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No. 4600002269 Contractor: Douglas N. Higgins, Inc. (DNH)

Project Title: Fuel Tank Platforms South Region (Scope: Project consisted of furnishing and installing new steel platforms/walkways, railings and stairs on the existing fuel tanks for meeting safety requirements. Electrical bonding and grounding for the new components was provided.) Evaluation Period INTERIM [] FINAL [X]

If evaluating under a work order contract, specify type (i.e. GEPS, STS, IT, SAP, etc.) N/A

Circle Appropriate Rating for Questions 1-8, Total Columns in Line 9, Total Line 9 in Line 10, Average Line 10 (divide Line 10 by the number 8) in Line 11.

Performance Indicators	Rating				
	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
1. Planning and Approach	5	4	5	2	1
2. Staff Capability	5	4	3	2	1
3. Staff Effectiveness	5	4	3	2	1
4. Flexibility in Meeting District Goals	5	4	3	2	1
5. Promptness of Deliverables / Milestones / Reports	5	4	3	2	1
6. Report Quality	5	4	3	2	1
7. Quality of Work Completed	5	4	3	2	1
8. Contract Under or at Budgeted Cost and Invoicing Procedures	5	4	3	2	1
9. Individual Column Rating	0	12	15	0	0
10. Total Rating Score	27				
11. Average Rating Score	3.38				

Complete 12 - 21 for additional detail of items 1 - 8 above. Additional space is available on Item 22 of this form.

12. Current tasks completed and/or deliverables received? [X] YES [] NO
If no, reason: _____

13. Current work completed ahead/on schedule: [X] YES [] NO # OF DAYS LATE
If no, reason: _____



14. Contract currently under/at budgeted cost? _____ YES ___X___ NO \$15,938.56 OVER

If not at budget, specify reason: Rubber closure strips were added at the bottom of the HSS beams to address a safety issue.

15. Contractor strengths: 1) DNH was proactive in addressing corrections in the work when identified and provided a well thought out resolution that met the contract requirements. 2) Timeliness in responding to the District.

16. Contractor weaknesses: Better Planning and Scheduling of work at the six locations could have been provided to avoid some delay and rework.

17. Specific problems incurred*: The stairs delivered to one of the fuel tank sites was incorrect size.

*Note: Problems concerning loss of keys to District structures/controlled areas should be included in this section – contact Mary Margaret Mahon for detailed history at extension 6238. Repeated loss of keys may lead to deeming a contractor as non-responsible in conjunction with future solicitations.

18. How may these have been prevented? Field verifying measurements prior to fabrication of the stairs.

19. Additional comments / recommendations: Project administration was managed well.

20. Comments on SBE utilization: N/A.

21. Currently recommend firm for future contracts/work orders of this type? ___X___ YES ___*NO___
*POSSIBLY *(for either “No” or “Possibly”, an explanation must be provided below)

Project Manager [Signature] Date 4/30/12
Section Administrator [Signature] Date 5/10/12

22. Please indicate any additional comments corresponding to Performance Indicators (Items 1-8) on Page 1 – explain marginal/unsatisfactory performance; if either “No” or “Possibly” apply to Question 21, an explanation must be provided below. Additional sheets may be attached as necessary.

Table with 2 columns: Number, Remarks. Two rows with # in the first column and blank lines for remarks.

Definitions of Overall Ratings:

5 Exceptional 4 Very Good 3 Satisfactory 2 Marginal 1 Unsatisfactory

--- Contract Management/Procurement & SBE Section Use Only ---

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Table with 2 columns: Number, Remarks. Two rows with # in the first column and blank lines for remarks.

Evaluation Number/Score _____
Running Average Score _____
Procurement Representative [Signature] Date 6/25/12

SBE COMPLIANT (YES/NO) Comments: No SBE Goals
SBE Representative [Signature] Date 6/25/12



INSTRUCTIONS: Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders with a term of 6 months or more. At a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order and at the time of Work Order or Contract completion. It is especially important for the Project Manager to get in touch with a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the District to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

Circle the appropriate ratings for Lines 1 through 8. Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9. Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10. Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11. Provide any additional detail in Lines 12 through 21, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

Forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No. 4600002199

Contractor: Douglas N. Higgins, Inc. (DNH)

Project Title: Fuel Tank Platforms Central Region (Scope: Project consisted of furnishing and installing new steel platforms/walkways, railings and stairs on the existing fuel tanks for meeting safety requirements. Electrical bonding and grounding for the new components was provided.) Evaluation Period INTERIM [] FINAL [X]

If evaluating under a work order contract, specify type (i.e. GEPS, STS, IT, SAP, etc.) N/A

Circle Appropriate Rating for Questions 1-8, Total Columns in Line 9, Total Line 9 in Line 10, Average Line 10 (divide Line 10 by the number 8) in Line 11.

Table with 6 columns: Performance Indicators, Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory. Rows 1-8 list indicators with circled ratings. Row 9 shows column totals. Row 10 shows total rating score (27). Row 11 shows average rating score (3.38).

Complete 12 - 21 for additional detail of items 1 - 8 above. Additional space is available on Item 22 of this form.

12. Current tasks completed and/or deliverables received? [X] YES [] NO

If no, reason: _____

13. Current work completed ahead/on schedule: [X] YES [] NO [] # OF DAYS LATE

If no, reason: _____



14. Contract currently under/at budgeted cost? _____ YES NO \$27,904.60 OVER

If not at budget, specify reason: Rubber closure strips were added at the bottom of the HSS beams to address a safety issue.

15. Contractor strengths: 1) DNH was proactive in addressing corrections in the work when identified and provided a well thought out resolution that met the contract requirements. 2) Timeliness in responding to the District.

16. Contractor weaknesses: Better Planning and Scheduling of work at the six locations could have been provided to avoid some delay and rework.

17. Specific problems incurred*: The steel platforms delivered to some of the fuel tank sites did not fit properly.

*Note: Problems concerning loss of keys to District structures/controlled areas should be included in this section – contact Mary Margaret Mahon for detailed history at extension 6238. Repeated loss of keys may lead to deeming a contractor as non-responsible in conjunction with future solicitations.

18. How may these have been prevented? Field verifying measurements and better identification of existing field conditions prior to fabrication of the steel platforms.

19. Additional comments / recommendations: Project administration was managed well.

20. Comments on SBE utilization: Requirement was exceeded.

21. Currently recommend firm for future contracts/work orders of this type? YES *NO

*POSSIBLY *(for either "No" or "Possibly", an explanation must be provided below)

Project Manager: [Signature] Date: 4/30/12
Section Administrator: [Signature] Date: 5/10/12

22. Please indicate any additional comments corresponding to Performance Indicators (Items 1-8) on Page 1 – explain marginal/unsatisfactory performance; if either "No" or "Possibly" apply to Question 21, an explanation must be provided below. Additional sheets may be attached as necessary.

Table with 2 columns: Number, Remarks. Two empty rows for input.

Definitions of Overall Ratings:

5 Exceptional 4 Very Good 3 Satisfactory 2 Marginal 1 Unsatisfactory

--- Contract Management/Procurement & SBE Section Use Only ---

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Table with 2 columns: Number, Remarks. Two empty rows for input.

Evaluation Number/Score _____

Running Average Score _____

SBE COMPLIANT (Y/N) Comments:

Procurement Representative: [Signature] Date: 6/25/12
SBE Representative: [Signature] Date: 6/25/12



ORIGINAL
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Contractor Performance Evaluation

Instructions: Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders with a term of 6 months or more. At a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order and at the time of Work Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the District to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No. 46-2524	Contractor D. N. Higgins, Inc.	Evaluation Period <input type="checkbox"/> Interim <input checked="" type="checkbox"/> Final Nov. 2011 through July 2012
Project Title Fuel Tank Platforms North Region, Martin, Okeechobee, Glades Counties FL		If evaluating under a work order contract, specify type (i.e., GEPS, STS, IT, SAP, etc.)

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

Performance Indicators	Rating				
	Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1. Planning & Approach	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 5
2. Staff Capability	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 5
3. Staff Effectiveness	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 5
4. Flexibility in Meeting District Goals	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 5
5. Promptness of Deliverables/Milestones/Reports	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 5
6. Report Quality	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 5
7. Quality of Work Completed	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 5
8. Contract Under or at Budgeted Cost and Invoicing Procedures	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 5
9. Individual Column Rating (Total lines 1-8.)	32				
10. Total Rating Score (Total row 9.)				32	
11. Average Rating Score (Divide line 10 by the number 8.)	4.				

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

12.	Current tasks completed and/or deliverables received? If no, reason:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
13.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
14.	Contract currently under/at budgeted cost? If not at budget, specify amount over \$ _____ and reason:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15.	Contractor strengths: D.N. Higgins, Inc. is well versed with District projects and procedures having completed a number of District projects. The Project Manager Matt DeLuca is very attentive to District needs and concerns.	
16.	Contractor weaknesses: Subcontractor coordination/supervision. Improvements in site supervision were made as the project progressed.	
17.	Specific problems incurred*: Minor coordination issues with multiple subcontractors' field work and shop fabrication. Improved with District direction.	
*Note: Problems concerning loss of keys to District structures/controlled areas should be included in this section. Contact Mary Margaret Mahon for detailed history at extension 6238. Repeated loss of keys may lead to deeming a contractor as non-responsible in conjunction with future solicitations.		
18.	How may these have been prevented? See above.	
19.	Additional comments/recommendations: Professional, strive to work with the District in understanding and achieving the District's project goals, knowledgeable staff, good quality of work.	
20.	Comments on SBE utilization: Utilized subcontractor for SBE compliance.	
21.	Currently recommend firm for future contracts/work orders of this type? If "No" or "Possibly", an explanation must be provided in Line 22 below.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Possibly
Project Manager (sign) _____		Date 11/2/12
Section Administrator (sign) _____		Date 11/9/12
22.	Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 - explain marginal/unsatisfactory performance; if either "No" or "possibly" apply to Question 21, an explanation must be provided here. Additional sheets may be attached if necessary.	

Number	Remarks
# 5	Contractor slow to provide project product submittals and shop drawings for review.
#	
CONTRACT MANAGEMENT/PROCUREMENT & SBE SECTION USE ONLY	
Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2	
Number	Remarks
#	
Evaluation Number	Score
Running Average	Score
Procurement Representative (sign)	Comments
_____	Contractor achieved SBE Utilization of 52.8%
_____	11/28/12

Project Reference Sheet

Project: S-650 Lakeside Ranch Pump Station, Martin County, FL

Owner: South Florida Water Management District

Owner Contact: John Creswell, P.E.
Section Leader – Engineering and Construction Bureau
(561) 718-2887 – Mobile
jcreswe@sfwmd.gov – E-Mail

Engineer: CDM Smith
West Palm Beach, FL

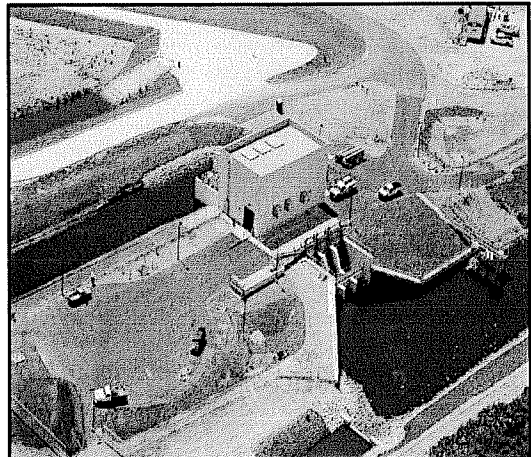
Contract Value: \$7,091,139.66

Construction Period: 2010 - 2012

Relevancy: Facility construction and site development project which involved coordination of many of the same trades which will be associated with the Switchgear Enclosures and Fuel Station Project. Project was constructed in South Florida.

Description: The S-650 Lakeside Ranch Pump Station project involved the complete site development and construction of a 250 CFS pump station including a concrete service bridge at the intake side of the pump station, concrete piles, trash rake supply / installation and instrumentation / controls for both the trash rake and pump systems. The completed project serves to deliver water to the Lakeside Ranch Stormwater Treatment Area.

Project evaluation is attached.



**CONTRACTOR'S PERIODIC
PERFORMANCE EVALUATION**

Project Name: LAKESIDE RANCH STA PUMP STATION S-650
 Contract No: 4600001969/9500003894
 Contractor: D. N. Higgins, Inc.
 Progress Payment #: FINAL

	Performance Measure	Score
1	Quality of the Work	4
2	Customer Sensitivity	4
3	Cost Awareness	4
4	Small Business Enterprise Goals	4
5	Project Management	4
6	Technical Competence	4
7	Safety	3
8	Schedule	4
9	Submittals, RFIs, RFPs, Documentation & Close Out	4
10	Environmental Compliance	4

Average Score: 3.9/4.0

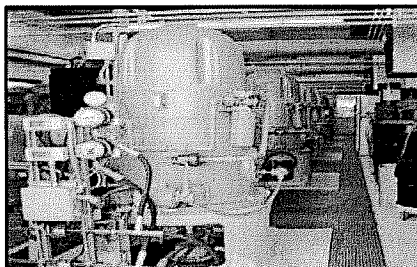
Construction Manager: JOHN CRESWELL
 Construction Representative: NONE
 Date: July 31, 2012

Notes: Higgins completed the project on time and had a minimal punchlist at substantial completion. They were able to resolve technical problems that arose during the final pump station commissioning and were able to work around the non-availability of feed water. Pump station start up and commissioning were performed in close coordination with the District resulting in a seamless transision during turnover of the facility.

- Score
- 4 Excellent
 - 3 Good
 - 2 Satisfactory
 - 1 Poor
 - 0 Unacceptable

Project Reference Sheet

- Project:** S-127 and S-133 Pump Refurbishment and Bearing Replacement, Glades and Okeechobee Counties, FL
- Owner:** South Florida Water Management District
- Owner Contact:** Howard Searcy, Jr.
Lead Construction Manager – Engineering and Construction Bureau
(561) 352-7990 – Mobile
hsearcy@sfwmd.gov – E-Mail
- Engineer:** South Florida Water Management District
West Palm Beach, FL
- Contract Value:** \$3,944,300.63
- Construction Period:** 2006 - 2008
- Relevancy:** Complex electrical, instrumentation and controls installation within an existing, operating facility similar to the Switchgear Enclosures and Fuel Station Project. Project was constructed in South Florida.
- Description:** This project involved significant modifications to the pump system and pump station facilities at both S-127 and S-133. An overview of the work completed on this project is provided below:
- Removal, off-site refurbishment and reinstallation of ten (10), 42" diameter, 125 CFS pumps including changeover of the pump bearings from oil lubricated to water lubricated. Removal, off-site refurbishment and reinstallation of ten (10) gearboxes associated with the pump system.
 - Installation of a complete water lubrication system to the pumps including stilling wells, pumps, piping, filters and instrumentation / controls.
 - Installation and commissioning of new engine control panels at S127.
- Project evaluation is attached.





INSTRUCTIONS: Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders with a term of 6 months or more. At a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order and at the time of Work Order or Contract completion. It is especially important for the Project Manager to get in touch with a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the District to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

Circle the appropriate ratings for Lines 1 through 8. Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9. Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10. Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11. Provide any additional detail in Lines 12 through 21, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

Forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No. 6000000127/C7399 Contractor D.N. Higgins, Inc.

Project Title: S127/S133 Pump Evaluation Period Final Through Jan. 31, 2011 INTERIM [] FINAL [X]

If evaluating under a work order contract, specify type (i.e. GEPS, STS, IT, SAP, etc.) _____

Circle Appropriate Rating for Questions 1-8 , Total Columns in Line 9 , Total Line 9 in Line 10, Average Line 10 (divide Line 10 by the number 8) in Line 11.

Table with Performance Indicators (1-8) and Rating columns (Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory). Includes summary rows for Individual Column Rating, Total Rating Score, and Average Rating Score.

Complete 12 - 21 for additional detail of items 1 -8 above. Additional space is available on Item 22 of this form.

- 12. Current tasks completed and/or deliverables received? [X] YES [] NO
If no, reason: _____
13. Current work completed ahead/on schedule: [X] YES [] NO # OF DAYS LATE
If no, reason: _____



PERFORMANCE EVALUATION

14. Contract currently under/at budgeted cost? X YES NO \$ OVER

If not at budget, specify reason: _____

15. Contractor strengths: Exceptional reporting, final documents, record drawings, and quality of final documentation.

16. Contractor weaknesses: None specific

17. Specific problems incurred*: _____

*Note: Problems concerning loss of keys to District structures/controlled areas should be included in this section – contact Mary Margaret Mahon for detailed history at extension 6238. Repeated loss of keys may lead to deeming a contractor as non-responsible in conjunction with future solicitations.

18. How may these have been prevented? _____

19. Additional comments / recommendations: _____

20. Comments on SBE utilization: Fully complied.

21. Currently recommend firm for future contracts/work orders of this type? X YES *NO *POSSIBLY
*(for either "No" or "Possibly", an explanation must be provided below)

[Signature] -CM 3/15/11
Project Manager Date

Division Director Date

22. Please indicate any additional comments corresponding to Performance Indicators (Items 1-8) on Page 1 – explain marginal/unsatisfactory performance; if either "No" or "Possibly" apply to Question 21, an explanation must be provided below. Additional sheets may be attached as necessary.

Number	Remarks
# _____	_____
# _____	_____

Definitions of Overall Ratings:

5 Exceptional 4 Very Good 3 Satisfactory 2 Marginal 1 Unsatisfactory

--- Contract Management/Procurement & SBE Section Use Only ---

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
# _____	_____
# _____	_____

Evaluation Number/Score _____

Running Average Score _____

Procurement Representative _____ Date _____

SBE COMPLIANT (YES/NO) Comments: _____

SBE Representative _____ Date _____

Project Summary Sheet

Project: Kissimmee / St. Cloud Field Station Relocation – Phase 2, Kissimmee, FL

Owner: South Florida Water Management District

Owner Contact: John Creswell, PE
Section Leader – Engineering and Construction Bureau
(561) 718-2887 – Mobile
jcreswe@sfwmd.gov – E-Mail

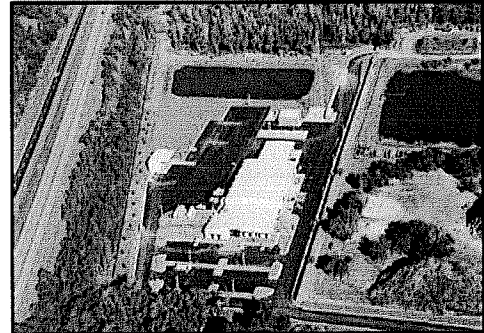
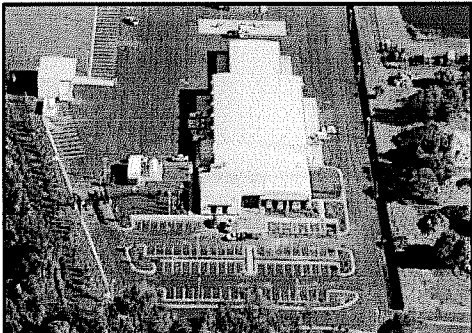
Engineer: Arcadis U.S., Inc.
West Palm Beach, FL

Contract Value: \$10,581,242.00

Construction Period: 2007 - 2009

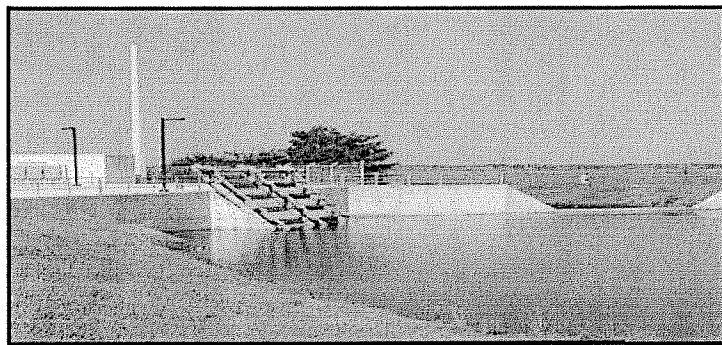
Relevancy: Complex governmental facility construction project which included a fuel distribution component. Project was constructed in South Florida.

Description: Douglas N. Higgins, Inc. was the prime contractor associated with the development of an abandoned 15 acre orange grove into a state of the art field station for the South Florida Water Management District's northern region. The main portion of the facility consists of a combination office / maintenance facility totaling 25,200 SF with an attached covered service area of 11,000 SF. As this facility will serve as the alternate command post for the SFWMD headquarters in West Palm Beach, architectural finishes and communication / security systems were significant for the office portion of the structure. Additional on-site facilities constructed in conjunction with this project included a vehicle fueling station as well as vehicle wash, storage and generator buildings. Site development including the construction of a large stormwater retention pond, utility services and asphalt paving were completed. This field station has proven to be a reliable facility for the SFWMD.



Project Reference Sheet

- Project:** Nubbin Slough Stormwater Treatment Area, Okeechobee County, FL
- Owner:** United States Army Corps of Engineers – Jacksonville District and South Florida Water Management District
- Owner Contact:** Tim Stanley
Professional Supervisor – Pump Stations
(863) 634-8554 – Mobile
tstanley@sfwmd.gov – E-Mail
- Engineer:** Stanley Consultants
West Palm Beach, FL
- Contract Value:** \$10,400,000.00
- Construction Period:** 2005 - 2007
- Relevancy:** Pump station and site development project which involved coordination of many of the same trades which will be associated with the Switchgear Enclosures and Fuel Station Project. Project was constructed in South Florida.
- Description:** The Nubbin Slough Stormwater Treatment Area consisted of the construction of a 120 CFS pump station and 950 Acre stormwater treatment area. An overview of the work competed on this project is provided below:
- Complete pump station facility construction including installation of three (3) 40 CFS submersible pumps, a concrete service bridge at the pump station intake, trash rake supply / installation and instrumentation / controls for both the trash rake and pump systems.
 - Soil erosion control, dewatering, earthwork, large diameter HDPE outfall piping and stabilization of a 950 Acre stormwater treatment area comprised of multiple cells, weir gate structures and seepage ditches.



Project Summary Sheet

- Project:** Design / Build Solid Waste Transfer Station, Key West, FL
- Owner:** The City of Key West
- Owner Contact:** David Fernandez
Assistant City Manager – City of Key West
(305) 797-8698 – Mobile
dfernand@keywestcity.com – E-Mail
- Engineer:** Chen-Moore and Associates - Fort Lauderdale, FL
- Contract Value:** \$7,943,000.00
- Construction Period:** 2010 – 2012
- Relevancy:** Complex governmental facility construction project which included a fuel distribution component. Project was constructed on Rockland Key.
- Description:** Douglas N. Higgins, Inc. was the prime contractor associated with the design and construction phase of a solid waste transfer station facility including separate recycling, office and scale / security buildings totaling 20,000 SF over a three acre site. This facility serves as a critical element in the management of solid waste and recycling for the lower keys. The project involved several challenges from a design and construction standpoint. Building codes required that floor elevations be above flood elevation and site development involved significant earthwork and underground utility construction to raise the site 5' from existing grade. The concrete floor slab and superstructure required unique armoring approaches to resist the daily operation of heavy equipment working within the building. This project was completed within the contract time frame and has been used reliably by the owner since.





Richard W. Roland
Project SSHO Manager

Summary of Qualifications

1982-Present *Construction Project Manager/Quality Control Manager*

Many years of experience as a Project Manager and Quality Control Manager on many projects that includes marine salvage work, environmental clean-up projects, marine construction projects, flood control projects, marine dredging, bridge and road construction, Pump Station construction. Water control sites that include gates, levees, trash rakes, screens and conveyor systems. Vertical building construction and many other types of construction projects. Most of these projects were USACOE and SFWMD work.

1993-2003 *U.S.C.G. Licensed Boat Captain*

I held a 100 ton Masters License and have operated vessels in the Waters of New England, Florida, Bahamas, Puerto Rico, U.S. Virgin Islands, Venezuela, Panama and Costa Rica.

1956-1992 *U.S. Airways—Airline Captain*

Flew 36 years in the Airline industry starting with Mohawk Airlines which eventually became U.S. Airways. I did extensive work for the pilot group in many capacities including air safety, federal air regulations and government affairs. Over 40,000 hours of accident free and incident free flying time.

1957-1976 *Owner/Operator of Osprey Aviation*

Pioneered the concept of using small aircraft to locate and catch swordfish off the Northeastern U.S. coastline. This was in the era of the commercial harpoon fishing industry.

1950- 1963 *U.S. Marine Corps, Fighter/Attack, Naval Aviator*

Enlisted as a PFC and was honorably discharged as a Captain. Flew both propeller and jet aircraft for the Marine Corps. and enjoyed extensive time flying from aircraft carriers.

Work Experience

2011- 2012 Project Manager, Lakeside Ranch Pump Station, S-650, in Okeechobee, Florida, 6.5 million. *(SFWMD Project).*

2011-2012 Project Manager, Fuel Tank Platforms – North Region, in Okeechobee, Florida. *(SFWMD Project)*

- 2010-2011** Project Manager, Repair Flood Control System - Building 875 in Homestead, Florida. This was a 5.5 million dollar USACOE/U.S.A.F. Project
- 2006-2009** Project Manager: Kissimmee Field Station Relocation, Phase 2 Project in Osceola County, Florida. 9.7 Million + 1.4 million (*SFWMD Project*)
- 2004-2006** Project Manager / Quality Control Manager Nubbin Slough Water Retention Phosphorus Removal Project in Okeechobee, Florida. 10 Million + (*USACOE/SFWMD Project*)
- 2002-2004** Project Manager / Quality Control Manager: Hwy 98 Bridge and Culvert Project in Okeechobee, Florida. (*USACOE/SFWMD Project*)
- 2000-2002** Project Manager:/ Quality Control Manager Aguadilla Harbor Revetment Construction Project in Aguadilla, Puerto Rico. (*USACOE Project*)
- 2000** Project Manager/Quality Control Manager: Sunken Vessel Removal in San Juan Harbor, San Juan, Puerto Rico. (*USACOE Project*)
- 1999-2000** Project Manager/Quality Control Manager: New Work Dredging at Columbia Island Marina, Washington Sailing Marina and Pentagon Cooling Channel in Washington, D.C. (*USACOE Project*)
- 1998-1999** Project Manager/Quality Control Manager: Blast Effect Mitigation Tests in Wilmington, N.C. (*USACOE Project*)
- 1998** Assistant Salvage Master: Salvage of M/S Bass River, Fouchon, LA.
- 1997-1998** Project Manager/Quality Control Manager: Horned Scully Removal Project in Ft. Pierce, FL. (*USACOE Project*)
- 1996-1997** Project Manager/Quality Control Manager: Portuguese Channel Shoal Removal, Phase 1, Ponce, Puerto Rico.) (*USACOE Project*)
- 1996** Quality Control Manager/Asst. Salvage Master: Salvage and relocation of the WITT Concrete Barge in St. Thomas, USVI (*USACOE Project*)
- 1995** Quality Control Officer/Weather Consultant: Successful salvage of two tugboats that had sunken off the coast of Jacksonville, FL.
- 1993** Project Consultant: Sewer system revitalization, Key West, FL.
- 1992** Quality Control Officer: Installation of 84"x 2400 ft. concrete intake pipe in Destin, FL.

- 1990** Project Consultant: Emergency clean up of a collapsed seawall in Boston, MA.
- 1989** Project Consultant: Installation of two miles of ocean outfall pipe in Gloucester, MA.
- 1987** Project Consultant: Hyannis Harbor Dredging Project in Hyannis, MA.
- 1986** Construction Coordinator: Great Point Lighthouse Construction Project, Nantucket, MA.
- 1984** Assistant Supervisor: Bridge and Road construction Project, Falmouth, MA.
- 1983** Quality Control Officer: Chincoteague Inlet Project, Chincoteague, VA.
- 1983** Quality Control Officer / Air Traffic Officer: Stream Clearance Project, New Haven Tweed Airport, New Haven, CT.'
- 1982** Project Consultant: Earth excavation and toxic waste disposal, Edwards Air Force Base, Lancaster, CA, .
- 1956-1992** U.S. Airways Flight Operations: Management and Safety/Quality Control of all scheduled flights under my command as an Airline Captain. Represented the pilot group in many capacities. Extensive training in airport security. Received ongoing classified training concerning hijacking and terrorist profiling.
- 1950-1966** United States Marine Corps: Naval Aviator serving as a Squadron Engineering Officer, Scheduling Officer, Atomic Weapons Flight Delivery Instructor and Professional Standards Officer.



Mark Anthony Battista
Project CQM Manager

Professional summary

Mr. Battista is a construction industry professional with over 23 years of experience as a project/operations manager, project director and construction manager. His project experience includes heavy civil construction, earthwork/wet lands construction, utility, highway/bridge, dredging, demolition, marine and environmental construction. Mr. Battista's experience includes management of government & commercial construction projects (fixed price, lump sum, unit price, etc.), contract/change order negotiations, arbitration/claims/insurance settlement issues, subcontract management, construction cost estimating, cost controls, scheduling, health & safety planning and QA/QC oversight.

Education

Postgraduate Studies, Construction Management, New York University, New York, New York, 1992

Bachelor of Science, Architectural Engineering, Florida State University, Tallahassee, Florida, 1989

Employment History

Project Manager, Douglas N. Higgins, Inc., (2012-present)

Senior Construction/Project Manager, AMEC Environment & Infrastructure, Inc., (2009-2012)

President (Owner), Victrix Group, Inc., (2007-2009)

Senior Project Manager, Shaw Environment & Infrastructure, Inc., (2001-2007)

Senior Project Manager, Lanzo Construction Company, Inc., (1995-2001)

Operations Manager, Buzzetta Construction Corporation, (1989-1995)

Representative Projects

Senior Construction Manager: South Florida Water Management District - Lakeside Ranch STA North & Pump Station S-650, Okeechobee, Florida. Responsible for complete oversight of construction activities, managed team of engineers, inspectors & administrators to ensure compliance with the construction plans and technical specifications. **Scope:** Construction Management Services during the construction of the Lakeside Ranch Storm Water Treatment Area North (STA) and S-650 Pump Station, located east of Lake Okeechobee and west of SR 710 (Bee Line Highway) on the boundary of Martin and adjacent Okeechobee Counties. The STA will encompass 2,700 acres divided into collection cells, distribution/outlet canals and water control structures. The project also includes improvements for the L-64 and L-

63 Canals, involving the excavation of approximately 5,000 linear feet of canal below the control water elevation, partial reconstruction of approximately 4,120 linear feet of the L-64 Canal and replacement of the culvert/road crossing at County Road 15B (structure S-667). In addition, S-650 Pump Station will receive flow from the L-64 Canal and discharge into the Lakeside Ranch STA distribution canal and into 3 inlet structure. S-650 Pump Station will have a combined pumping capacity of approximately 250-cfs. The construction activities included earthwork, reinforced concrete, structural steel, mechanical, electrical controls, instrumentation, HV/AC, construction of a temporary cofferdam and dewatering. The construction budget for these projects was \$24,500,000.

Project duration: 3 years. Project Completion Date: 6/1/12.

Senior Construction Manager: South Florida Water Management District - S-65D - Lock Refurbishment Project. Responsible for complete oversight of construction activities, managed team of engineers, inspectors & administrators to ensure compliance with the construction plans and technical specifications. **Scope:** Construction Management Services during the construction of the S-65D Land Navigational Lock Refurbishment Project, located in Okeechobee County along Canal C-38 south of the outlet of Lake Kissimmee. The S-65D Lock refurbishment project included the elimination of approximately 3-inches of existing weathered concrete from the Lock walls, and subsequent shotcrete wall rehabilitation, as well as the removal, sandblasting and recoating of the Lock main gates. The project also included replacement of the existing Lock fender system, installation of slope riprap protection, reconstruction of the parking/driving areas, replacement of the control and generator buildings, as well as the installation of associated electrical and mechanical systems. The construction budget for this project was \$12,000,000.

Project duration: 1.5 years. Project Completion Date: 6/30/11.

Senior Construction Manager: South Florida Water Management District - S-65D Microwave Tower Project. Responsible for complete oversight of construction activities, managed team of engineers, inspectors & administrators to ensure compliance with the construction plans and technical specifications. **Scope:** Construction management services during the removal and replacement of the existing telemetry tower, located adjacent to District Structure S-65D, and installation of all required microwave dishes, waveguides and appurtenances. The construction activities involved the installation of a new 300 foot self-supporting microwave antenna tower, construction of the new tower foundation, site grounding/bonding and connection to the existing fencing, as well as the installation of the new underground electrical service, including hand-hole, service meter and service disconnect. The project also included clearing, grading, demolition, and removal of the existing 190 foot self-supporting tower, its foundations, and related equipment. The construction budget for this project was \$9,500,000.

Project duration: 1 year. Project Completion Date: 6/30/11.

Senior Construction Manager: South Florida Water Management District – C-41A Canal Improvement Projects, Segment 1 through Segment 3. Responsible for complete oversight of construction activities, managed team of engineers, inspectors & administrators to ensure compliance with the construction plans and technical specifications. **Scope:** Construction management services during the restoration of canal banks along an 18 mile section of the existing C-41A Canal. The project is located in Highlands County, Florida, approximately 7 miles west of the Town of Okeechobee. Reconstruction of the canal banks includes the removal of existing vegetation, backfill and compaction of the canal slopes, installation of turf reinforcement mats, rock rip rap & grassing. The construction budget for these (3) projects is \$22,000,000.

Project duration: 2 years. Project Estimated Completion Date: 10/30/12.

Senior Project Manager: South Florida Water Management District – Lake Trafford Dredging – Phase 1. Responsible for all phases of construction, management of project team & all subcontractors. **Scope:** Project involved construction of an earthen containment area of approximately 375 acres and hydraulically dredging Lake Trafford, Immokalee, Florida. Lake Trafford is 1536 acres in size.

Project duration: 1.5 years. Fees: \$12,500,000. Project Completion Date: 12/2006.

Project Director: South Florida Water Management District - Storm Water Treatment Area 3 & 4. Responsible for all phases of construction, management of a staff of 162 employees & all subcontractors. **Scope:** Construction of a 17,750 acre storm water treatment area, used to remove agricultural contaminants from storm water runoff through the use of aquatic plant life/algae. The 26 square mile project involved blasting/moving 11 million cubic yards of earth/rock to construct the largest man made wetland in the world. It included multiple tasks involving the construction of 39 miles of levees, 21 miles of canals, 48 reinforced concrete gated structures, control buildings along with electrical, mechanical and instrumentation. In addition, the project included construction of a concrete pumping structure to house (2) 42" pumps, demolition of existing structures/buildings, rebuilding 5 miles of existing roadway and constructing 2 new pre-stressed concrete bridges.

Project duration: 3 years. Fees: \$72,000,000. Project Completion Date: 7/2005.

Senior Project Manager: City of Fort Lauderdale – Griffin Road Bridge Widening & Storm Sewer Replacement. Responsible for all phases of construction, management of project team & all subcontractors. **Scope:** Project involved the removal of existing utilities & bridge section at Griffin Road just west of I-75. Installation of new triple 96" RCP storm sewer with headwalls, bridge rebuild/widening associated sanitary/water main systems, roadway widening & curbing/sidewalks.

Project duration: 9 months. Fees: \$8,000,000. Project Completion Date: 10/2001.

Senior Project Manager: Miami Dade Water & Sewer Department – County Wide Replacement of Sanitary Pump Stations & Force Mains. Responsible for all phases of construction, management of project team & all subcontractors. **Scope:** Project involved the demolition & replacement of (21) existing sanitary pump stations located throughout Dade County, replacement of associated sanitary force main & roadway reconstruction.

Project duration: 2 years. Fees: \$23,000,000. Project Completion Date: 9/2000.

Senior Project Manager: City of Cooper City - Refurbishment of Water Treatment Plant. Responsible for all phases of construction, management of project team & all subcontractors. This project was a joint venture with CH2MHill. **Scope:** Project involved the demolition & refurbishment of all mechanical, instrumentation, electrical, HVAC, plumbing/containment piping, pumps/motor/filter equipment. Installation of (3) new 12" diameter deep water wells, sanitary lift station, site utilities & reconstruction of existing roadways.

Project duration: 2 years. Fees: \$23,700,000. Project Completion Date: 5/1998

Senior Project Manager: Miami River Project - Micro Tunnel New 36" Water Mains Underneath the Miami River. Responsible for all phases of construction, management of project team & all subcontractors. **Scope:** Project involved the micro tunnelling of new 36" ductile iron water mains underneath the Miami River to Brickell Key.

Project duration: 6 months. Fees: \$2,500,000. Project Completion Date: 4/1996

Senior Project Manager: Miami Dade Water & Sewer Department – Sub-aqueous Repair of Existing 72" Steel Outfall. Responsible for all phases of construction, management of project team & all subcontractors. **Scope:** Project involved the sub-aqueous repair of a 5 mile section of an existing 72" steel sanitary outfall from Miami to Virginia Key. Work included the installation of 12" steel bands welded on the inside of each pipe joint while keeping the sanitary sewer system active.

Project duration: 9 months. Fees: \$4,500,000. Project Completion Date: 9/1995

Operations Manager: New York City DEP – Forest Avenue Reconstruction, Staten Island, NY. Responsible for all phases of construction, management of project team & all subcontractors. **Scope:** Project involved the installation of a 5.3 mile section of a new 48" PCCP water main & appurtenances, including precast butterfly valve, regulator & air release structures, replacement of existing sanitary, storm & distribution water mains, roadway/sidewalk reconstruction & traffic signalization.

Project duration: 2.5 years. Fees: \$33,500,000. Project Completion Date: 12/1994

Operations Manager: New York City DEP – Atlantic Avenue Reconstruction, Queens, NY.

Responsible for all phases of construction, management of project team & all subcontractors.

Scope: Project involved the installation of a 7.5 mile section of a new 54" PCCP water main & appurtenances, replacement of an existing double box storm culvert, jack/bore 72" casing underneath the Van Wick Expressway to house section of new 54" main, reconstruction of roadways/sidewalks & new traffic signalization.

Project duration: 3 years. Fees: \$42,000,000. Project Completion Date: 8/1991



PEREZ ENGINEERING
& DEVELOPMENT, INC

CA Firm Profile

Perez Engineering & Development, Inc., (PE&D) is a professional engineering consulting firm. We provide professional services in the public, industrial, military, and private sectors. Based in Key West, Florida, our staff has a proven record in successfully managing and completing complex multi-discipline projects throughout the State of Florida and the Caribbean.

Our approach to project planning and management controls both capital costs and engineering fees and demonstrates our ability to meet both schedule and budget requirements. In addition to being completed on time and within budget, a successful project must be technically adequate. To ensure technical adequacy of all our work, various types of review mechanisms have been established. The result is systematic approach to ensure the following:

- Every project meets its quality objective
- Quality is continuously improved
- Cycle time is continuously reduced
- Cost are continuously reduced

The following is a brief summary of some of our professional services:

ENGINEERING

- Site plan development
- Site characterization and remediation
- Design of storm water management systems
- Design of potable water systems
- Design of gravity and vacuum sanitary sewer systems
- Roadway design
- Preparation of construction drawings and details
- Preparation of construction specifications and contract documents
- Construction cost estimates
- Value engineering and QA/QC reviews
- Construction Phase Inspection Services



PEREZ ENGINEERING
& DEVELOPMENT, INC

REGULATORY APPROVALS AND COORDINATION

- Storm water permitting through several Water Management Districts
- Utilities permitting through the Florida Department of Environmental Protection (FDEP)
- Environmental permitting through the Army Corps of Engineers and FDEP
- NPDES permitting through Environmental Protection Agency

CONSTRUCTION SERVICES

- Obtain qualified and responsive bids
- Bid tabulation and evaluation
- Coordinate pre-construction and progress meetings
- Conduct field inspections
- Review pay request
- Claims avoidance and management
- Project closeout
- Safety, quality and public relations
- Prepare records drawings and certify construction completion

PE&D has successfully managed and completed various types of multi-discipline contracts including continuing services contracts for municipal and state government, federal government and private industry. Our performance on past and current contracts confirms our ability to meet both schedule and budget requirements with a strong emphasis on quality.

PE&D professional experience is fairly diversified and encompasses the design and preparation of construction documents, permitting, and construction services for a variety of projects. Our engineering design experience includes hydraulic and hydrologic computer modeling of storm water management systems; the design of potable and sanitary utility systems, pump stations, paving and grading design. The following is a list of some of our municipal clients and contracts:

- City of Key West
 - General Storm Water and Wastewater Engineer
 - Professional Engineering Consulting Services
- Monroe County
 - General Airport Consultant
 - Architectural/Engineering Services for Small Projects
- Florida Keys Aqueduct Authority
- Monroe County Housing Authority General Engineering Services
- Key West Housing Authority General Engineering Services
- Monroe County School Board
- Key Largo Wastewater District

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ 5% _____

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

hereinafter called the Contractor (Principal), and Hartford Fire Insurance Company

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: Five percent of attached bid

DOLLARS (\$ 5%), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for **ITB 13-011 SWITCHGEAR ENCLOSURES & FUEL STATION.**

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 Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 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 14 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 awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the 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 13th day of March, 2013

Douglas N. Higgins, Inc.
Principal

By: Kelly A. Wilkie
Kelly A. Wilkie, Vice-President
Hartford Fire Insurance Company

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

Dale E. Bell

Dale E. Bell
Resident Agent
Seitlin & Co. 2001 37th Ave.
Miami, FL 33172 75 591 7090

END OF SECTION

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

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

Agency Code: 35-350851

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

Heather M. Johnson, Joel E. Speckman, Terri Mahakian, David Harlock

of

Ann Arbor, MI

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its 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.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, 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 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

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, 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 March 13, 2013.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President