

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: REPAIRS TO BULKHEAD 497 US NAVY MOLE

City of Key West Project No.: ITB NUMBER 12-007

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

Name: Dan Higgins

Telephone: (734) 996-9500

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this 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 270 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 270 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 preceding 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 \$400 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 \$400 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, 3, 4, 5, (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.

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

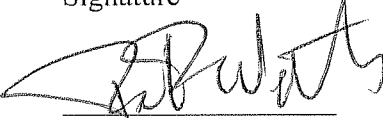
Addendum Acknowledgment Page

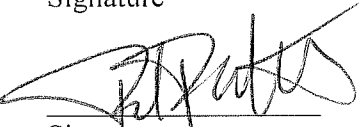
All Bidders shall Acknowledge receipt and acceptance of the following addendums

Addendum No. 1: 
Signature

Addendum No 2: 
Signature

Addendum No 3: 
Signature

Addendum No 4: 
Signature

Addendum No 5: 
Signature

Douglas N. Higgins, Inc.
Name of Business

Buds submitted without this acknowledgement may be considered non-responsive

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.

DEWATERING PERMIT

Bidder further acknowledges that they maybe required to obtain a dewatering permit as required by the South Florida Water Management District (SFWMD). Bidder acknowledges that the City will pay the actual costs of the permit(s) as charged by the South Florida Water Management District. The contractor shall estimate his cost in assembling the permit application and submit it in the bid.

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

LUMP SUM BID PRICE (Contractor shall verify quantities)

Item Description	Quantity	Unit	Unit Price	Cost
Permits (actual Costs to be paid by the City)				
Dewatering Permit SFWMD Allowance	1	EA	9,100.00	9,100.00
Substructure				
Encasement (concrete cap)	570	CY	1,063.00	605,910.00
Demolition of Encasement	46	CY	438.00	20,148.00
Rebar	35,420	LB	2.95	104,489.00
Install dowels	1,728	EA	26.00	44,928.00
Coating	38,172	SF	2.50	95,430.00
Install steel sheet pile	14,760	SF	36.00	531,360.00
Sheet pile shoes	188	EA	214.00	40,232.00
Rock Anchor Wale	474	LF	343.00	162,582.00
Drill through existing steel sheet pile	62	EA	155.00	9,610.00
Install rock Anchors	31	EA	13,400.00	415,400.00
Install Flowable Fill Material	792	CY	268.00	212,256.00
Superstructure				
Replace Frames and Covers	3	EA	500.00	1,500.00
Deck Components				
Install Concrete Apron	95	CY	693.00	65,835.00
Install Bituminous pavement	285	TN	218.00	62,130.00
Excavation/Backfill	3,430	CY	64.00	219,520.00
Electrical Utilities				
Electrical	1	LS	72,500.00	72,500.00
Telecommunications/Security	1	LS	50,000.00	50,000.00
Other				
Mobilization/Demobilization	1	LS	205,000.00	205,000.00
Costs Associated with implementation of the Cruise Ship Docking Plan	1	LS	15,800.00	15,800.00
Base Bid				2,943,730.00

Addendum 2 Paving (alternate Bid Item)				
Area 2	159,573	SF	2.60	414,889.80
Area 3	18,216	SF	2.60	47,361.60
Area 4	24,134	SF	2.60	62,748.40

Alternate Bid Item
Addendum 2 524,999.80

Total 3,468,729.80

TOTAL BASE BID ITEM PLUS ALTERNATE BID ITEM:

Three Million Four Hundred Sixty Eight Thousand Seven Hundred Twenty Nine Dollars

(Amount written in words has precedence)

and Eighty Cents

TOTAL BASE BID ITEM PLUS ALTERNATE BID ITEM

\$ 3,468,729.00

(numerals)

The City reserves the right to award to the Base Bid only or Base Bid plus Alternate Bid Item (Paving).

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:

Nearshore Electric, Inc

Name

5680 1st Ave

Street

Key West

City

FL

State

33040

Zip

Bella Construction

Name

11151 HWY

Street

Key West

City

FL

State

33040

Zip

General Asphalt

Name

4850 NW 72 Ave

Street

Miami

City

FL

State

33166

Zip

Malcolm Drilling Co

Name

1050 MacArthur Causeway

Street

Miami

City

FL

State

33122

Zip

Surety

Hartford Accident + Indemnity whose address is

P.O. Box 3001 Troy MI 48007
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 N. Higgins - President R. Suzanne Hawker - Secretary/Treasurer
Daniel Higgins, William Higgins, James Sweet & 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

Surety

Hartford Accident + Indemnity whose address is

P.O. Box 3001 Street Troy City MI 48007 State Zip

Bidder

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

3390 Travis Pointe Rd doing business at

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:

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 29th day of February 2012.

(SEAL)

Douglas N. Higgins, Inc.
Name of Corporation

By: Kelly A. Wilkie

Title: Vice-President

Attest: R. Suzanne Hawker
Secretary

END OF SECTION

FEBRUARY 9, 2012
March 4, 2012

BID FORM
00 41 13 - 7

ANTI-KICKBACK AFFIDAVIT

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

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.

DOUGLAS N. HIGGINS, INC.

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

Sworn and subscribed before me this
29th day of February, 2012

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 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 3390 Travis Pointe Rd. Suite A
Ann Arbor, MI 48108 and (if applicable) its Federal Employer
Identification Number (FEIN) is 38-1807765

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

3. My name is Kelly A. Wilkie
(please print name of individual signing)
- and my relationship to the entity named above is Vice-President

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

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

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

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

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

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

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

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

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

Kelly A. Wilkie
(signature)
February 29, 2012
(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 29th of February, 2012.

My commission expires:

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

R. Suzanne Hawker
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

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

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

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

CONTRACTOR: Douglas N. Higgins, Inc. SEAL:
3390 TRAVIS POINT RD. SUITE A
Ann Arbor, MI 48108
Address

Kelly A. Wilkie
Signature

Kelly A. Wilkie
Print Name

Vice - President
Title

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

Print, Type or Stamp Name of Notary

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

Title or Rank

LOCAL VENDOR CERTIFICATION
00 43 21

January 12, 2012

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

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____, _____

I, James H. Sweet, hereby
(NAME)
declare that I am Vice-President of Douglas N. Higgins, Inc.
(TITLE) (FIRM)
of 3390 Travis Pointe Rd., Ste A, Ann Arbor, Michigan 48108
(CITY AND STATE)
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 24, 2012

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)
DOUGLAS N. HIGGINS, INC.

BY: James H. Sweet, Vice-President
NAME AND TITLE PRINTED

WITNESS: *Paul J. White*

BY: *James H. Sweet*
SIGNATURE

WITNESS: *David J. Swanson*

Executed on this 6th day of March, 2012



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

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 day of, 20 6 th day of March 2012

By James H. Sweet

Authorized Signature/Contractor

James H. Sweet, Vice-President

Typed Name/Title

DOUGLAS N. HIGGINS, INC.

Contractor's Firm Name

3390 Travis Pointe Road,

Street Address

Suite A

Building, Suite Number

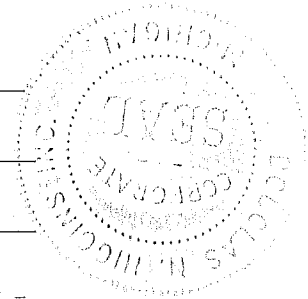
Ann Arbor, Michigan 48108

City/State/Zip Code

734 996 9500

fax 734 996 8480

Area Code/Telephone Number



Douglas N. Higgins, Inc.

Cruise Ship Docking Plan

Bulkhead 497 Repair

The contractor will review Cruise Ship schedule every week for the upcoming week. When a cruise ship is schedule to dock in the outer mole area next to the construction site advance planning will be put in place.

No work will be done around the bollards that the ship will be tied off.

Access will be given to the Cruise Ship personal so they can safely get to the bollards to tie off (assistance will be given to Cruise Ship personal when needed.)

The roadway between the gate and the Cruise Ship will remain open with good access to and from the ship.

In cases of bad weather when unscheduled ships arrive the contractor will work with Cruise Ship Personal to make sure they have a safety docking and full access to bollards.

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood. []
2. All blank spaces in Proposal filled in, using black ink. []
3. Total and unit prices added correctly. []
4. Addenda acknowledged. []
5. Subcontractors are named as indicated in the Proposal. []
6. Company profile and experience record []
7. Bid signed by authorized officer. []
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. []
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. []
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. []
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and three copies. []
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. []
13. Bidder must provide satisfactory documentation of State Licenses []
14. Anti-Kickback Affidavit. []
15. Public Entity Crimes. []
16. Local Vendor Certification. []
17. Non-Collusion Declaration and Compliance. []
18. Florida Trench Safety Act Compliance. *Retained* []
19. Suspension and Debarment Certification []
20. Cruise Ship Docking Plan []

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><u>Project Name:</u> Master Pump Station 305 Rehabilitation</p> <p><u>Owner - Address - Project Manager</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><u>Engineer - Address:</u> Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p><u>Contract Date:</u> August 11, 2008 <u>Final Contract Amount:</u> \$444,000.00 <u>Completion Date:</u> January 16, 2009</p>	<p><u>Project Name</u> Water Reuse Piping Modifications / Reuse System Upgrade</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island Public Utilities 50 Bald Eagle Drive Marco Island, Florida 34145 Bruce Weinstein 239-389-5000</p> <p><u>Engineer:</u> Metcalf and Eddy</p> <p><u>Contract Date:</u> February 10, 2008 <u>Final Contract Amount:</u> \$649,171.67 <u>Completion Date:</u> November 2008</p>
<p><u>Project Name:</u> CAT Operations & Administration Center Pump Station and Force Main Connection</p> <p><u>Owner - Address - Project Manager:</u> Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p><u>Engineer:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p><u>Contract Date:</u> February 14, 2008 <u>Final Contract Amount:</u> \$133,673.04 <u>Completion Date:</u> May 1, 2008</p>	<p><u>Project Name:</u> Gateway Triangle Stormwater Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Stormwater Department 2885 Horseshoe Drive Naples, Florida 34 239-252-8192 Shane Cox</p> <p><u>Engineer - Address:</u> HDR, Inc. 200 West Forsyth Street Jacksonville, Florida 32202 Laura Phillips</p> <p><u>Contract Date:</u> November 5, 2007 <u>Final Contract Amount:</u> \$1,021,336.78 <u>Completion Date:</u> July 28, 2008</p>
<p><u>Project Name:</u> NCWRF MLE Bleach Project Phase 2, Mechanical</p> <p><u>Owner - Address - Project Manager:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail, East, Building H Naples, Florida 34112 Dianna Dueri</p> <p><u>Engineer - Address - Phone:</u> Hole Montes 950 Encore Way Naples, Florida 34110 Jerry Taricska 239-254-2000</p> <p><u>Contract Date:</u> September 17, 2007 <u>Final Contract Amount:</u> \$336,412.49 <u>Completion Date:</u> June 17, 2008</p>	<p><u>Project Name:</u> Rehabilitation of Master Pump Station 316</p> <p><u>Owner - Address - Project Manager:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p><u>Contract Date:</u> November 16, 2007 <u>Final Contract Amount:</u> \$765,823.34 <u>Completion Date:</u> June 3, 2008</p>

<p><u>Project Name:</u> Rehabilitation of Master Pump Station 318</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p><u>Contract Date:</u> October 9, 2007 <u>Final Contract Amount:</u> \$789,070.59 <u>Completion Date:</u> June 10, 2008</p>	<p><u>Project Name:</u> NCRWTP Chemical Labatory Ventilation Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Tom Chmelik 239-732-2575</p> <p><u>Engineer - Address - Phone:</u> TLC Engineering 1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907 Nicholas L. Mancuso 239-275-4240</p> <p><u>Contract Date:</u> March 13, 2007 <u>Final Contract Amount:</u> \$749,367.67 <u>Completion Date:</u> November 30, 2008</p>
<p><u>Project Name:</u> Marco Island North Barfield & North Marco Sanitary Sewer District</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><u>Engineer - Address - Phone:</u> Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p><u>Contract Date:</u> March 1, 2007</p> <p><u>Final Contract Amount:</u> North Marco \$4,644,806.99 North Barfield \$7,270,729.37</p> <p><u>Completion Date:</u> North Marco May 11, 2008 North Barfield March 24, 2008</p>	<p><u>Project Name:</u> San Marco Master Lift Station</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p><u>Engineer - Address - Phone:</u></p> <p><u>Contract Date:</u> January 2, 2008 <u>Final Contract Amount:</u> \$833,615.61 <u>Completion Date:</u></p>
<p><u>Project Name:</u> Connection to Water Main - Marco Shores</p> <p><u>Owner - Address - Project Manager:</u> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 James Miller</p> <p><u>Engineer - Address - Phone:</u></p> <p><u>Contract Date:</u> April 26, 2007 <u>Final Contract Amount:</u> \$188,000.00 <u>Completion Date:</u> August 31, 2007</p>	<p><u>Project Name:</u> Irrigation Quality Water Project</p> <p><u>Owner - Address - Project Manager:</u> Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Damon Gonzales</p> <p><u>Engineer - Address - Phone:</u> Anchor Engineering</p> <p><u>Contract Date:</u> March 14, 2007 <u>Final Contract Amount:</u> \$1,213,474.52 <u>Completion Date:</u> January 15, 2008</p>

<p><u>Project Name:</u> SCRWTP Raw Water Transmission Main & Appurtenances for Raw Water Wells 39S, 40S, 41S & 42S</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail, Building H Naples, Florida 34112 Peter Schalt</p> <p><u>Engineer - Address - Phone:</u> Hazen & Sawyer 2101 Coporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz 561-997-8070</p> <p><u>Contract Date:</u> September 26, 2006 <u>Final Contract Amount:</u> \$1,884,000.00 <u>Completion Date:</u> April 11, 2007</p>	<p><u>Project Name:</u> Decomissioning of Pelican Bay Wastewater Treatment Plant</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><u>Engineer - Address - Phone:</u> Hazen and Sawyer 2101 Corporate Boulevard, Suite 303 Boca Raton, Florida 33431 Kurt Pfeffer 561-997-8070</p> <p><u>Contract Date:</u> February 8, 2006 <u>Final Contract Amount:</u> \$72,500.00 <u>Completion Date:</u> July 30, 2006</p>
<p><u>Project Name:</u> Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton</p> <p><u>Owner - Address - Project Manager:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Claude Nesbitt</p> <p><u>Engineer - Address - Phone:</u> Wilson Miller, Inc. 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pager 800-649-4336</p> <p><u>Contract Date:</u> March 30, 2006 <u>Final Contract Amount:</u> \$162,723.43 <u>Completion Date:</u> February 28, 2007</p>	<p><u>Project Name:</u> Reclaimed Water Aquifer Storage and Recovery</p> <p><u>Owner - Address - Project Manager:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Alicia Abbott</p> <p><u>Engineer - Address:</u> Water Resource Solution 1388 Colonial Boulevard Fort Myers, Florida 33907 Lloyd Horvath</p> <p><u>Contract Date:</u> April 5, 2006 <u>Final Contract Amount:</u> \$4,658,515.28 <u>Completion Date:</u> June 6, 2007</p>
<p><u>Project Name:</u> Tigertail Sewer District Wastewater Collection System Expansion</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><u>Engineer - Address - Phone:</u> Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p><u>Contract Date:</u> March 7, 2006 <u>Final Contract Amount:</u> \$2,920,703.33 <u>Completion Date:</u> December 21, 2006</p>	<p><u>Project Name:</u> Pads for MBR and Equipment</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><u>Engineer - Address - Phone:</u> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p><u>Contract Date:</u> March 13, 2006 <u>Final Contract Amount:</u> \$183,000.00 <u>Completion Date:</u> May 13, 2006</p>

<p><u>Project Name:</u> Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><u>Engineer - Address - Phone:</u> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p><u>Contract Date:</u> May 23, 2006 <u>Final Contract Amount:</u> \$9,787,283.47 <u>Completion Date:</u> January 17, 2007</p>	<p><u>Project Name:</u> Dortch Ave. Drainage & Paving Impvs. Hampton Street Sidewalk Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> March 15, 2006 <u>Final Contract Amount:</u> \$316,400.50 <u>Completion Date:</u> August 1, 2006</p>
<p><u>Project Name:</u> Rosemary Park Paving & Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> April 5, 2006 <u>Final Contract Amount:</u> \$831,805.33 <u>Completion Date:</u> November 1, 2006</p>	<p><u>Project Name:</u> Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p><u>Engineer - Address:</u> Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p><u>Contract Date:</u> May 2, 2006 <u>Final Contract Amount:</u> \$193,287.00 <u>Completion Date:</u> July 19, 2006</p>
<p><u>Project Name:</u> Lehigh Acres Interconnect with The City of Fort Myers</p> <p><u>Owner - Address - Project Manager - Phone:</u> Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</p> <p><u>Engineer - Address - Phone:</u> Malcom Pirnie, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-5550</p> <p><u>Contract Date:</u> June 15, 2006 <u>Final Contract Amount:</u> \$2,884,382.00 <u>Completion Date:</u> April 2007</p>	<p><u>Project Name:</u> NCWRF Rebuild filter Set 1 Clean and Paint Filter Beds</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Guliani</p> <p><u>Engineer - Address - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Guliani</p> <p><u>Contract Date:</u> March 1, 2005 <u>Final Contract Amount:</u> \$354,817.00 <u>Completion Date:</u> September 14, 2005</p>

<p><u>Project Name:</u> Appurtenances For Wells RO 101N and 102N</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p><u>Engineer - Address - Phone:</u> Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz</p> <p><u>Contract Date:</u> May 24, 2005 <u>Final Contract Amount:</u> \$597,000.00 <u>Completion Date:</u> January 27, 2006</p>	<p><u>Project Name:</u> Construction of Wells 35 & 36</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Howard Brogdon</p> <p><u>Engineer - Address - Phone:</u> Camp Dresser & McKee, Inc. 9311 College Parkway, Suite 1 Fort Myers, Florida 33919 Adam Sobolewski 239-432-9494</p> <p><u>Contract Date:</u> August 16, 2005 <u>Final Contract Amount:</u> \$998,980.97 <u>Completion Date:</u> January 30, 2006</p>
<p><u>Project Name:</u> Pump Station 109 and 113 Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Sandy Sridhar</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p><u>Contract Date:</u> February 8, 2006 <u>Final Contract Amount:</u> \$ 1,229,561.25 <u>Completion Date:</u> September 29, 2006</p>	<p><u>Project Name:</u> 12th Avenue Interconnect Booster PS</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p><u>Engineer - Address - Phone:</u> Hazen and Sawyer 1905 South 25th Street, Suite 103 Fort Pierce, Florida 34947 Albert Muniz</p> <p><u>Contract Date:</u> August 8, 2005 <u>Final Contract Amount:</u> \$1,083,000.00 <u>Completion Date:</u> October 31, 2006</p>
<p><u>Project Name:</u> SCWRF Rehabilitation Piping Odor Control Modifications</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Vaughn Williams</p> <p><u>Engineer - Address - Phone:</u> Hole Montes 950 Encore Way Naples, Florida 34110 E. Joseph Goetz, Jr. 239-254-2000</p> <p><u>Contract Date:</u> November 21, 2005 <u>Final Contract Amount:</u> \$217,900.00 <u>Completion Date:</u> July 12, 2006</p>	<p><u>Project Name:</u> Michigan Street Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135 239-949-6262</p> <p><u>Engineer - Address - Phone:</u></p> <p><u>Contract Date:</u> \$243,610.00 <u>Final Contract Amount:</u> September 1, 2005 <u>Completion Date:</u></p>

<p>Project Name: Richview Court Drainage Maintenance</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: City of Bonita Springs Public Works Department</p> <p>Contract Date: December 27, 2005 Final Contract Amount: \$29,333.50 Completion Date: January 30, 2006</p>	<p>Project Name: I-75 and Alico Road Interchange Reconstr.</p> <p>Owner - Address - Project Manager - Phone: Florida Department of Transportation Tallahassee, Florida</p> <p>Engineer - Address - Phone: Contractor: Kiewit Southern 450 Dividend Drive Peachtree City, Georgia</p> <p>Engineer: Thomas Boyle 239-432-2732 16999 James Whitehead Road Fort Myers, Florida 33912</p> <p>Contract Date: October 5, 2005 Final Contract Amount: \$1,288,742.63 Completion Date: June 2007</p>
<p>Project Name: Culvert Replacement in the River Oaks, Palm River Subdivision</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Margaret Bishop</p> <p>Engineer - Address - Phone: Collier County Stormwater Management</p> <p>Contract Date: April 4, 2005 Final Contract Amount: \$576,642.50 Completion Date: July 8, 2005</p>	<p>Project Name: Twin Lakes Interconnect</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Gianfranco Nicolaci</p> <p>Engineer - Address - Phone: Agnoli Barber & Brundage, Inc. 7400 Tamiami Trail North, Suite 200 Naples, Florida 34108 Roger Sandrus</p> <p>Contract Date: September 12, 2005 Final Contract Amount: \$750,120.76 Completion Date: March 1, 2006</p>
<p>Project Name: Treeline Master Pump Station</p> <p>Owner - Address - Project Manager - Phone: City of Fort Myers 2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, E.I. (239) 332-6318</p> <p>Engineer - Address - Phone: Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Trouteaud (239) 334-0046</p> <p>Contract Date: July 1, 2008 Final Contract Amount: \$1,043,805.00 - Not Final Completion Date: February, 2009</p>	<p>Project Name: PS S-127 and S-133 Pump Refurbishment and Bearing Replace.</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Teri Swartz</p> <p>Contract Date: April 10, 2008 Final Contract Amount: \$3,947,723.00 Completion Date: July 2010</p>

<u>Project Name:</u> Pump Station S-6 Gearbox Replacement	<u>Project Name:</u> Cove Stormwater Pump Station Imp.
<u>Owner - Address - Project Manager - Phone:</u> South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Gerard Flynn	<u>Owner - Address - Project Manager - Phone:</u> City of Naples Department of Streets and Stormwater 295 Riverside Circle Naples, Florida 34102 (239) 213-5000
<u>Engineer - Address - Phone:</u> South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Michael Millares	<u>Engineer - Address - Phone:</u> AECOM 4415 Metro Parkway Suite 404 Fort Myers, Florida 33916 (239) 278-7996
<u>Contract Date:</u> December 3, 2009	<u>Contract Date:</u> 2/4/09 Award, 3/16/09 NTP
<u>Final Contract Amount:</u> \$2,191,945.00	<u>Final Contract Amount:</u> \$2,778,000.00
<u>Completion Date:</u> May 2010	<u>Completion Date:</u> 2/8/10 (Contract)

State of Florida

Department of State

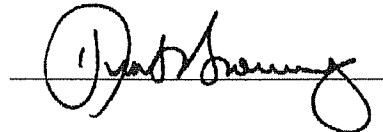
I certify from the records of this office that DOUGLAS N. HIGGINS INC. is a corporation organized under the laws of Michigan, authorized to transact business in the State of Florida, qualified on August 1, 1973.

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 17, 2012, and its status is active.

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

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Eighteenth day of January, 2012*



Secretary of State



Authentication ID: 000218635270-011812-830666

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

<https://efile.sunbiz.org/certauthver.html>



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

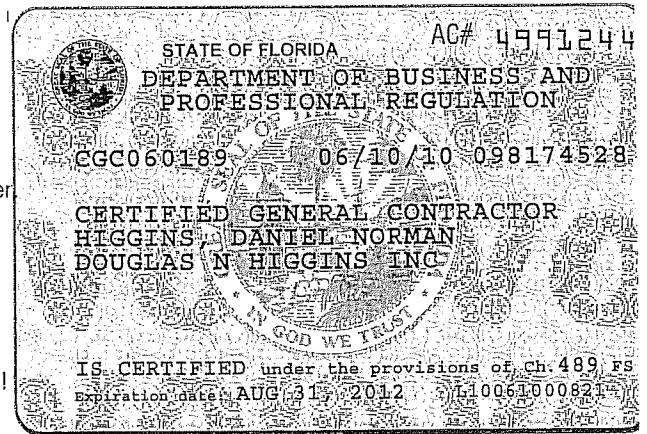
(850) 487-1395

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

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

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

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



DETACH HERE

AC# 4991244

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10061000821

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 06/10/2010, 098174528, CGC060189

The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2012

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

CHARLIE CRIST GOVERNOR

CHARLIE LIEM INTERIM SECRETARY

**2011 / 2012
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2012**

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, JAMES SWEET QUAL Business Location: MO CTY
 Mailing Address: 3390 TRAVIS POINTE RD KEY WEST, FL 33040
 Ste A Business Phone: 305-294-3355
 ANN ARBOR, MI 48108 Business Type: CONTRACTORS (UNDERGROUND UTILITY)

Rooms Seats Employees Machines Stalls

5

STATE LICENSE: CUC057447 EX

For Vending Business Only

Number of Machines:	Vending Type:
---------------------	---------------

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

Paid 118-10-00000744 07/08/2011 20.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name DOUGLAS N HIGGINS INC. CtlNbr:0004241
Location Addr 3390 TRAVIS POINTE STE A RD
Lic NBR/Class 12-00004242 CONTRACTOR - CERT UNDERGROUND UTILITY
Issue Date: July 15, 2011 Expiration Date: September 30, 2012
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments: _____

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

DOUGLAS N HIGGINS INC.
3390 TRAVIS POINTE RD STE A
ANN ARBOR MI 48108

Oper: CWALKER Type: OC Drawer: 1
Date: 7/18/11 54 Receipt no: 86071
2012 4242
OR LIC OCCUPATIO 1 \$309.75
Trans number: 2652608
CK CHECK 15938 \$619.50
Trans date: 7/18/11 Time: 8:41:36

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name DOUGLAS N. HIGGINS (CGC) CtlNbr:0018021
Location Addr 3390 TRAVIS POINTE STE A RD
Lic NBR/Class 12-00022114 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: July 15, 2011 Expiration Date: September 30, 2012
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments: _____

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

DOUGLAS N. HIGGINS (CGC)
3390 TRAVIS POINTE STE A RD
ANN ARBOR MI 48108

Oper: CWALKER Type: OC Drawer: 1
Date: 7/18/11 54 Receipt no: 86071
2012 22114
OR LIC OCCUPATIO 1 \$309.75
Trans number: 2652607
CK CHECK 15938 \$619.50
Trans date: 7/18/11 Time: 8:41:36

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ 5% _____

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

3390 Travis Pointe, Suite 1A, Ann Arbor, MI 48108

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

One Hartford Plaza, Hartford, CT 06155

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 REPAIRS TO BULKHEAD 497: US NAVY MOLE.

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:

ITB#12-007: Repairs to Bulkhead 497 US Navy Mole

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.

JANUARY 12, 2012

FLORIDA BID BOND
00 43 13 - 1

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the 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 29th day of February, 2012.

Douglas N. Higgins, Inc.

Principal

By: Kellya Wilkie
Vice-President
Hartford Fire Insurance Company

Surety

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

Dale A. Ben

Dale A. Ben
FL Resident Agent
Sethin & Co. 2001 NW 37th Ave.
Miami, FL 33172 305 691 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 January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 29, 2012.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20___,

by and between the City of Key West, hereinafter called the "Owner," and

_____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for Construction of the _____, to the extent of the Bid made by the Contractor, dated the ___ day of _____, 20___, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Bid, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of Detailed Drawings for “_____” dated _____, 20___, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Project, based upon the Bid, shall be substantially complete within _____ consecutive calendar days from the date the Notice to Proceed is issued, and will be totally completed and ready for final payment and acceptance within _____ consecutive calendar days from the date the Notice to Proceed is issued.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified in

paragraph above, plus any extensions thereof allowed in accordance with Article 12, of the General Conditions.

Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner, if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner (\$ _____) for each day that expires after the time specified for substantial completion. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the contract time or any proper extension thereof granted by the Owner, Contractor shall pay the Owner (\$ _____) for each day that expires after the time specified for completion and readiness for final payment. Liquidated damages shall run concurrent.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this ____ day of _____, A.D., 20__.

CITY OF KEY WEST

By: _____

Title: _____

Contractor: _____

By: _____

Title: _____

Approved as to Form

Attorney for Owner

END OF SECTION

PERFORMANCE BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____ with offices at _____ hereinafter called the CONTRACTOR (Principal), and _____ with offices at _____

_____ 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 **CITY OF KEY WEST**, represented by its _____, hereinafter called the CITY (Obligee), in the sum of: _____

_____ (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20 ____, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and
3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without

PERFORMANCE BOND

MARCH 28, 2011

00 61 13.13 - 1

limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

PAYMENT BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____ with offices at _____ hereinafter called the CONTRACTOR (Principal), and _____ with offices at _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of _____, lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for _____ attached hereto, with the CITY, dated _____, 20____, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of

said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST



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

Notice of Award

Date

Project Number: _____

Owner City of Key West
Company City of Key West
Address Office of the City Clerk
Address City of Key West P.O. Box 1409
Key West, FL 33041-1409

Project Name: _____

Dear:

At a meeting of the City of Key West Commission held on _____, 20____, **COMPANY NAME** was awarded the contract for _____. The total Contract amount shall not exceed \$ _____.

Enclosed please find three copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office by **DATE**. Also, you need to be mobilized on **DATE**, and remit a bill to the City of Key West by **DATE**.

The Certificate of Insurance must be attached to the documents; one original and two copies are acceptable.

Powers – of – Attorney must be submitted in each bond document, an original and two copies are permissible.

A copy of your City of Key West Business License Tax Receipt, must be attached, (subcontractors City of Key West Business License Tax Receipt) and one copy in PDF on disc.

Sincerely,

Birchard Ohlinger
Engineering
cc: Cheri Smith, City Clerk
Project File

JANUARY 12, 2012

NOTICE OF AWARD
00 62 00 - 1

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____

Project No. _____

DATE OF ISSUANCE _____

CITY _____

CITY'S CONTRACT NO. _____

CONTRACTOR _____

ENGINEER _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO: _____

1 CITY

And To _____

2 CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of CITY, CONTRACTOR, AND ENGINEER and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does no alter the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within ____ days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America

CERTIFICATE OF FINAL COMPLETION

Project: _____

Project No. _____

Date of Issuance: _____

CITY _____

Contractor _____ **Engineer** _____

This Certificate of Completion applies to all Work under the Contract Documents.

The Work to which this Certificate applies has been inspected by authorized representatives of CITY and ENGINEER, and that Work is hereby declared to be complete in accordance with the Contract Documents on

DATE OF COMPLETION

Executed by ENGINEER on _____, (Date)

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Completion on _____,
(DATE)

CONTRACTOR

By: _____

CITY accepts this Certificate of Completion on _____,
(DATE)

CITY

By: _____
(Authorized Signature)

NOTICE TO PROCEED

Date: _____, 20__

Project No: _____

Contractor: _____

Address: _____

Project: _____

Project No. _____

You are hereby notified to commence work on _____, 20__ for the Repairs to Bulkhead 497, Navy Mole and all related work, as designated by the City in accordance with the Contract made with the City of Key West on the ____ day of _____, 20__. The amount of time to complete the work is two hundred seventy (270) consecutive calendar days and should be fully completed on or before _____.

Sincerely,

Project Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the ____ day of _____, 20__.

CONTRACTOR: _____

By: _____

TITLE: _____

DATE: _____

Please return one (1) copy of this notice to:

CITY OF KEY WEST

Construction Compliance Certification with Specifications and Plans

Project Number _____

Date _____

PO Number _____

Monthly

Final

Prime Contractor for the above referenced contract hereby verifies based on personnel knowledge or reasonable investigation and good faith belief, all Quality Control functions and Quality Control sampling and test results are in substantial compliance with the pertinent specification requirements for this project. The represents work completed between _____ and _____. Exceptions are listed

below.

(add addition sheets as required)

Item No.

Exception:

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and /or entity making the false statement to any civil and criminal penalties available pursuant to applicable State and Federal Law.

Contractor: _____ date: _____

State of Florida

County of: _____

Sworn to and subscribed before me this _____ day

of _____,

By _____

(print name of person signing certification)

Notary Public

Commission Expires _____

JANUARY 12, 2012

CONSTRUCTION COMPLIANCE CERTIFICATION
WITH SPECIFICATIONS AND PLANS

00 63 01 -1

Certificate of Final Payment

Date:
Page: 1 of 2

Payment Application No. _____

Period From: _____ to _____

Project: _____

Project No.: _____

Contractor: _____

I Hereby Acknowledge that this contract has been completed in substantial compliance with the items of the agreement, Specifications and Plans, as-builts, work change directives and field orders. I, therefore, request acceptance of the work and processing of this final estimate as showing the total amount of money due in compliance with the terms of the Contract.

I _____ certify to the Owner that the Contractor met the Grant requirements provided in the contract documents

Contractor: _____

Address: _____

With the acceptance of this final payment, we, the Contractor, release the Owner and the Engineer and their agents, from all claims and liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

Signature

Date

Title

Sworn and subscribed before me this _____ day of _____, 20__

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Certificate of Final Payment (PAGE 2)

ACCEPTED BY:

Project Manager

Date

Owner

By: _____

Date

SUPPLEMENTARY CONDITIONSREVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 1.01.A.19 "Engineer"

Add the following:

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the Construction Manager and their authorized representatives, acting either directly or indirectly as authorized agents of the Owner.

ARTICLE 1.01.A.29 "Owner"

Add the following:

Wherever in these Documents the word "Owner" appears, it shall be understood to mean the City of Key West whose address is 3140 Flagler Street, Key West, Florida 33040

SC-1.01.A.45. Supplement paragraph 1.01.A.43 of the General Conditions as follows:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional, performance and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of Engineer in accordance with the requirements of the Specifications.

SC-1.01.A.52. Add a new paragraph immediately following paragraph 1.01.A.52 of the General Conditions as follows:

1.01.A.53. *Specialist*—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

SC-2.03.A. Delete the third sentence of paragraph 2.03.A *Commencement of Contract Times: Notice to Proceed* of the General Conditions in its entirety.

ARTICLE 4.05 "REFERENCE POINTS"

Add the following:

It will be the Contractor's responsibility to layout the work and to transfer elevations from benchmarks. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facilities.

The Contractor shall furnish all surveys, labor, and equipment, including setting all alignment and gradient, grade stakes, batter boards, and everything necessary to lay out his work. The Contractor shall be responsible for maintaining and re-establishing at his expense, all control points. After completion of his construction, he shall reset all permanent monuments at their original locations and elevations.

All layout work may be checked by the Engineer, and the Contractor shall furnish all necessary labor, equipment, and materials, and shall cooperate and assist the Engineer in making such checks.

The dimensions for lines and elevations for grades of the structures, appurtenances, and utilities will be shown on Drawings, together with other pertinent information required for laying out the work. If site conditions vary from those indicated, the Contractor shall notify the Engineer immediately, who will make any minor adjustment as required.

ARTICLE 5.04 "CONTRACTOR'S LIABILITY INSURANCE"

Add the following:

Provide Employer's Liability Insurance in an amount not less than \$1,000,000.

ARTICLE 5.04 "CONTRACTOR'S LIABILITY INSURANCE"

Add the following:

Before commencing work as specified in the contract Contractor shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Contractor and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor.

Contractor shall maintain limits no less than those stated below:

- A. **Worker's Compensation:** Statutory – in compliance with the Worker's Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.

- B. Contractors Commercial General Liability:** The Contractor's Commercial General Liability (CGL) shall be in an amount acceptable to the City of Key West but not less than \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 annual aggregate per project. The coverage must include:
- Premises/Operations
 - Broad Form Contractual Liability
 - Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition, or rebuilding of any structural support of a building is involved or explosion hazard exists).
 - Products/Completed Operations
 - Independent Contractors (if any part of the Work is to be subcontracted)
 - Broad Form Property Damage
 - Personal Injury
- C. Commercial Automobile Liability:** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:
- Owned automobiles
 - Hired automobiles
 - Non-owned automobiles
 - Location of operation shall be "All Locations"
- D. Excess/Umbrella Liability:** Shall have a minimum limit of Two Million (\$2,000,000.00) per occurrence with an annual aggregate of Two Million (\$2,000,000.00). This coverage is to follow form and include the Commercial General Liability and Automobile Liability Policies.
- E. Waiver of Subrogation:** The insurance required under paragraph A, B, C, &D, shall contain a "Waiver of Subrogation" clause as to the Owner, Consultant, Contractor, and their respective officers, agents, employees, and subcontractors.
- F.** It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements as is required of Contractor.
- G.** Certificates of Insurance meeting the required insurance provisions shall be forwarded to Engineer and Owner's, Risk Management.

The following **Indemnification Agreement** shall be made a provision of the contract:

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any

way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

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

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

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

ARTICLE 5.04 "CONTRACTOR'S LIABILITY INSURANCE"

Add the following Article:

SURETY AND INSURER QUALIFICATIONS

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

ARTICLE 5.04 "CONTRACTOR'S LIABILITY INSURANCE"

Include the City of Key West and _____ as additional insureds.

6.03. Add the following new paragraphs immediately after Paragraph 6.03.C:

6.03.D. Domestic Products:

6.03.D.1. Contractor agrees to use materials, supplies, and products manufactured, mined, processed, or produced in the United States or its territories, if products are available at reasonable and competitive prices and are not contrary to any sole source specification. If Agreement to use domestic products is breached and domestic products are not used, there shall be a downward adjustment in Contract price equal to any realized savings or benefits to Contractor.

6.03.D.2. Contractor agrees to use steel produced within the United States when specifications require the use of steel and do not limit its supply to a sole source specification. Owner has right to waive this requirement in the event of national emergency, national strike, or other cause. If Agreement to use domestic steel is breached and domestic steel is not used, there shall be a downward adjustment in Contract price equal to any realized savings or benefits to Contractor.

ARTICLE 6.08 "PERMITS"

DEWATERING PERMIT

A dewatering permit may be required from the South Florida Water Management District (SFWMD). The Contractor is responsible for verifying and obtaining that permit and paying fees required. The City will reimburse the Contractor the actual cost of the permit charged by the agency.

ARTICLE 6.09 "LAWS AND REGULATIONS"

Add the following:

The Contractor shall comply with the City of Key West Noise Ordinance.

ARTICLE 6.09 "LAWS AND REGULATIONS"

Add the following subarticles:

Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable state, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents.

Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 91 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

- A. All licenses or certificates required by federal, state, or local statutes or regulations.
- B. Holds a valid Certificate of Competency issued by the Public Service Director of the Building and Zoning Department which shall be valid throughout the Contract time.
- C. Holds a valid occupational license issued by the City of Key West.

FOLLOWING ARTICLE 6.09 "LAWS AND REGULATIONS"

Add the following Article:

HISTORIC PRESERVATION

The Contractor shall comply with Florida's Archives and Historic Act (Florida Statutes, Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the project.

ARTICLE 6.13 "SAFETY AND PROTECTION"

Add the following Subarticle:

OCCUPATIONAL SAFETY AND HEALTH

The Contractor and its Sub-Contractors shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract. Refer to Specification 01 35 26 for additional requirements particular to this Contract.

ARTICLE 6.20 "INDEMNIFICATION"

Add the following:

The obligation of the Contractor under this Article shall be limited to the contractual liability as specified in the Supplementary Conditions, Article Insurance and Liability.

ARTICLE 13.03 "TESTS AND INSPECTIONS"

SC-13.03.B Delete 13.03.B in its entirety and insert the following:

Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents.

SC-13.03.D. Supplement paragraph 13.03.D of the General Conditions as follows:

Tests required by Contract Documents to be performed by Contractor that require test certificates be submitted to Owner or Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet following applicable requirements:

13.03.D.1. "Recommended Requirements for Independent Laboratory Qualification," published by the American Council of Independent Laboratories.

13.03.D.2. Basic requirements of ASTM E329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction" as applicable.

13.03.D.3. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

ARTICLE 14 "PAYMENTS TO CONTRACTOR AND COMPLETION"

Add the following to the end of Subarticle 14.02.B.1:

Add the following subarticles:

14.02.B1.1 The Owner will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work.

14.02.B1.2 After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned, the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 and is applicable to all goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such contracts and subcontracts.

Instructions for Certification:

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SUPPLEMENTS

- A. The supplements listed below, following "END OF SECTION," are part of this Specification.
 1. Attachment A Construction Compliance with Specifications and Plans
 2. Attachment B NAS Rapid Gate Information

REVISIONS AND ADDITIONS TO THE CONTRACT SPECIFICATIONS

1. Section 11100:

Add: Part 1, 1.3.2 "Government":

Wherever in these Documents the word "Government" appears, it shall be understood to mean the City of Key West.

END OF SECTION