

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

**BID FORM**

To: The City of Key West

Address: 3140 Flagler Avenue, Key West, Florida 33040

Project Title: Seawall Repairs at Zero Duval

CH2M HILL Project No.: 439197

City of Key West Project No.: EN-1002

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

Company: DOUGLAS N. HIGGINS, INC.

Name: MATT DELUCA

Telephone: (941) 465-8358

Email: mdeluca@mckennacontracting.com

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, which 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 150 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 180 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 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 \$1,000.00 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 No's. 1, 2, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

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 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 lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for 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.

UNFORESEEN CONDITION ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Allowance will be spent prior to performing the work.

CONCRETE AND UTILITY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for concrete and utility coordination. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work.

PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for the Permit required by the City of Key West and any Regulatory Agency Permit(s). Bidder acknowledges that payment will be based on actual cost for the permit(s).

SEVERE STORM IMPACT ALLOWANCE

Bidder shall determine and insert in an amount in their bid for use in an instance when the project site is impacted by a Severe Storm. A severe storm is defined as a named storm or hurricane that requires the Contractor to demobilize their marine operations (i.e. Barges, cranes, equipment and tugs) due to severe winds and waves. As part of the relocation the Contractor would relocate to a safe harbor or mooring area. This is not for land side operations and not for use in thunderstorms, etc. where the contractor's equipment can stay at dock. It is assumed that these instances will be covered as part of the Base Bid by the Contractor. The Allowance should be based on a three (3) day window required to secure the site, Demob barge(s) to a safe site, secure it and everything onboard, including but not limited to boats, cranes and other equipment, allow the storm to pass, then remob and reset up the work site to resume work. The amount to be included in the Total Base Bid is an allowance to only be used in the event that such a storm occurs. Bidder acknowledges that payment will be based on actual weather conditions occurring and impacting work(s). Allowance may be used on more than one occasion (if applicable). The same cost identified by the Contractor on Bid form may be applied more than once. [Addendum No. 2]

Breakdown of the lump sum bid as provided below is in accordance with the following schedule:

LUMP SUM BID SCHEDULE		
Item No.	Description	Lump Sum Item Price
A.	Mobilization	\$ 62,000.00
B.	Demolition	\$ 30,000.00

LUMP SUM BID SCHEDULE		
Item No.	Description	Lump Sum Item Price
C.	Wooden Deck Demolition/ Reconstruction	\$ 32,100.00
D.	Sheet Piles	\$ 157,320.00
E.	Tie Backs and Walers	\$ 188,000.00
F.	Concrete Cap	\$ 53,000.00
G.	Backfill/Flowable Fill	\$ 59,580.00
H.	Drainage Pipe Extension and Repair	\$ 182,000.00
I.	Misc. General	\$ 70,100.00
J.	Project Close Out / Demobilization	\$ 3,800.00
K.	Cleats	\$ 1,200.00
L.	Unforeseen Condition Allowance	\$ 70,000
M.	Permit Allowance	\$ 20,000
N.	Concrete and Utility Allowance	\$ 50,000
O.	Severe Storm Impact Allowance	\$ 5,000.00
	<b>Total Lump Sum Bid (Sum of Items A. - O.)</b>	<b>\$ 984,100.00</b>

The Bidder agrees to accept as full payment for the Work proposed under this Project, as herein specified and as shown on the Drawings, the following Total Base Bid amount:

Nine hundred eighty-four thousand, one hundred  
Dollars (Amount written in words has precedence)

and zero Cents

\$ 984,100.00

**FLORIDA BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ 5%

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

hereinafter called the Contractor (Principal), and Hartford Accident and Indemnity Company

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

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

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of SEAWALL Repairs at Zero Duval, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the 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:

**SEAWALL REPAIRS AT ZERO DUVAL**

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.

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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 Oblige 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 Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 17th day of July, 20 14.

Douglas N. Higgins, Inc.

Principal

By:

Kelly A. Wilkie

Kelly A. Wilkie, Vice-President

Hartford Accident and Indemnity Company

Surety

By:

Heather M. Johnson

Attorney-In-Fact Heather M. Johnson

**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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 35-351588

- 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:**

*Stephen T. Hylant, Janet Barnard, Lori G. Weber, Jill Rothwell, Heather M. Johnson*  
of  
Troy, MI

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12<sup>th</sup> day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*  
Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 17, 2014.  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



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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:

SEE ATTACHED

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

**Surety**

HARTFORD ACCIDENT + INDEMNITY CO. whose address is

PO Box 2103 HARTFORD CT 06115  
Street City State Zip

**Bidder**

The name of the Bidder submitting this Bid is DOUGLAS N. HIGGINS, INC.  
\_\_\_\_\_ doing business at

# **CKW Seawall Repairs at Zero Subcontractor List**

1.) **Marathon Seawall and Docks:** 210 20<sup>th</sup> Street. Marathon, Florida 33050

2.) **3C Construction Corporation:** 3601 NW. 55<sup>th</sup> Street # 201 Miami, Florida  
33142

3.) **Schnabel Foundation Company:** 610 Sycamore Street, Suite 360, Orlando,  
Florida 34747

4.) **Nearshore Electric, Inc.:** 5680 1<sup>st</sup> Avenue Suite 5 Key West, Florida 33040

3390 TRAVIS POINTE RD STE A 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:

President - Douglas Higgins Treasurer - Kelly Wilkie  
Vice-President - Brady Bartalone, Daniel Higgins, Kelly Wilkie  
Secretary - Sandra Garrison, Tamara Ludwig, David Wilkie, Kelly Wilkie

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_ day of \_\_\_\_\_ 20\_\_.

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

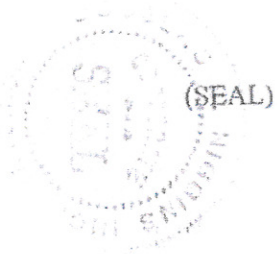
**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17<sup>th</sup> day of JULY 2014.

DOUGLAS M. HIGGINS, INC.  
Name of Corporation

By: Kelly A. Wilkie  
Title: Vice-President

Attest: Sandra Garrison  
Secretary



**END OF SECTION**

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BID FORM  
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MAY 16, 2014  
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## Heavy Civil Project Reference Sheet

**Project:** S-650 Lakeside Ranch Pump Station

**Owner / Contact:** South Florida Water Management District  
Tim Stanley  
(863) 462-5280, Extension 3106  
[tstanley@sfwmd.gov](mailto:tstanley@sfwmd.gov)

**Contract Amount:** \$6.98 Million

**Date Completed:** August 2012

**Project Description:**

DNHI was the prime contractor for the construction of the S-650 Pump Station at the Lakeside Ranch STA in Martin County, FL. The project involved the complete site development and construction of a 250-cfs pump station including self-perform mechanical installation of the three (3) pump systems, seal water systems for the pumps and trash rake/conveyor systems.

**Relevancy:** Heavy Civil Construction Including Sheeting Installation

**Project Superintendent:** Frank Johnson



## Heavy Civil Project Reference Sheet

**Project:** Popash Creek Preserve Improvements  
Lee County, FL

**Owner / Contact:** Lee County Board of County Commissioners  
Anura Karuna-Muni  
(239) 533-8131  
[akaruna-muni@leegov.com](mailto:akaruna-muni@leegov.com)

**Contract Amount:** \$1,035,000

**Date Completed:** June 2011

**Project Description:**

DNHI was the prime contractor for the improvements to the 307 acre Popash Creek Preserve located in Lee County. Work included: clearing and grubbing, earthwork and berm construction, channel excavation including rip rap installation, storm culvert installation, storm water conveyance system improvements and weir structure installation including sheet piling in wet conditions and concrete formwork / placement. All work was self-performed by DNHI's own forces.

**Relevancy:** Heavy Civil Construction Including Sheeting Installation

**Project Superintendent:** Jimmy Nelson



## Heavy Civil Project Reference Sheet

**Project:** Construction of CR 78 Phase 1A and 1B Drainage Improvements  
Hendry County, FL

**Owner / Contact:** Hendry County Board of Commissioners  
Shane Parker, P.E.  
(863) 675-5222  
[sparker@hendryfla.net](mailto:sparker@hendryfla.net)

**Contract Amount:** \$765,000

**Date Completed:** July 2012

**Project Description:**

DNHI was the prime contractor for the construction of two (2) box culvert bridge replacements located in Hendry County. This project involved the self-perform installation of both 8'x 4' and 8'x 8' box culverts including all associated clearing and grubbing, dewatering, earthwork, steel sheet piling, cast-in-place concrete and road restoration.

**Relevancy:** Heavy Civil Construction Including Sheeting Installation

**Project Superintendent:** Jimmy Nelson



## Heavy Civil Project Reference Sheet

**Project:** Southwest Florida International Airport Midfield Terminal Apron  
Expansion & Taxiway  
Lee County, FL

**Owner / Contact:** Manhattan Construction Company  
(Manhattan Prime Contractor to Lee County Port Authority)  
Hector Yanez, P.E.  
(239) 643-6000  
[hyanez@manhattanconstruction.com](mailto:hyanez@manhattanconstruction.com)

**Contract Amount:** \$2,732,000

**Date Completed:** February 2014

**Project Description:**

Acting as a subcontractor to Manhattan, DNHI completed the construction of stormwater infrastructure improvements to support an apron and taxiway expansion at Southwest Florida International Airport. Work consisted of installing cast-in-place and precast storm structures, dewatering and the installation of 5,700 LF of RCP storm pipe ranging in size from 30" diameter to 72" x 113' ERCP.

**Relevancy:** Heavy Civil Construction Including Large Diameter Storm Pipe

**Project Superintendent:** Jimmy Nelson



## Heavy Civil Project Reference Sheet

- Project:** Nubbin Slough Stormwater Treatment Area, Okeechobee County, FL
- Owner:** United States Army Corps of Engineers – Jacksonville District and South Florida Water Management District
- Owner Contact:** South Florida Water Management District  
Tim Stanley  
(863) 462-5280, Extension 3106  
[tstanley@sfwmd.gov](mailto:tstanley@sfwmd.gov)
- Contract Value:** \$10.4 Million
- Date Completed:** July 2006
- Relevancy:** Heavy Civil Construction Including Sheet Pile Installation
- Description:** The Nubbin Slough Stormwater Treatment Area consisted of the construction of a 120 CFS pump station and 950 Acre stormwater treatment area. An overview of the work completed on this project is provided below:
- Complete pump station facility construction including installation of three (3) 40 CFS submersible pumps, a concrete service bridge at the pump station intake, trash rake supply / installation and instrumentation / controls for both the trash rake and pump systems.
  - Soil erosion control, dewatering, earthwork, large diameter HDPE outfall piping and stabilization of a 950 Acre stormwater treatment area comprised of multiple cells, weir gate structures and seepage ditches.
- Frank Johnson and Dick Roland acted as the Douglas N. Higgins, Inc. superintendents on this project.



ANTI-KICKBACK AFFIDAVIT

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

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

By: Kelly A. Wilkie  
Kelly A. Wilkie

Sworn and subscribed before me this  
17<sup>th</sup> day of July, 2014

Sandra K Garrison  
NOTARY PUBLIC, State of ~~Florida~~ MICHIGAN  
at Large

My Commission Expires: 1-10-2020

END OF SECTION

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

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ANTI-KICKBACK AFFIDAVIT  
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MAY 16, 2014  
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**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 Seawall Repairs at Zero Duval, City of Key West, Florida.

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, Ste A,  
Ann Arbor, Michigan 48108 and (if applicable) its Federal Employer  
Identification Number (FEIN) is 38-1807765

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

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

and my relationship to the entity named above is Vice President

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

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

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

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

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

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

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

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

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

Kellya Wilkie  
(signature)  
July 17, 2014  
(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 (her)  
(name of individual signing)

signature in the space provided above on this 17<sup>th</sup> of July, 2014.

My commission expires: 1-10-2020

Sandra Garrison  
NOTARY PUBLIC

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

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Douglas N. Higgins Inc. SEAL:  
3390 Travis Pointe Rd Ste A, Ann Arbor, Mi 48108  
Address  
Kelly A. Wilkie  
Signature  
Kelly A. Wilkie  
Print Name  
Vice President  
Title

DATE: July 17, 2014

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INDEMNIFICATION FORM  
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MAY 16, 2014  
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SECTION 00 43 19  
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

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

I, the undersigned hereby duly sworn, depose and say that the firm of Douglas N. Higgins Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: Kellya Wilkie

Sworn and subscribed before me this

17th day of July, 2014.

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

My Commission Expires: 1-10-2020

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





**City Ordinance Sec. 2-799**  
**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
  - (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
  - (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
  - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained

by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
  - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured

- pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
- a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
- a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

439197/WPB

DOMESTIC PARTNERSHIP  
00 43 19 - 6

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MAY 16, 2014  
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**CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT**

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required for sub-contracting.
3. A Business License Tax Application can be found on the City's web site.

**<http://www.keywestcity.com/egov/docs/1162843921181.htm>**

# 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 14-00022114 CONTRACTOR - CERT GENERAL CONTRACTOR  
Issue Date: July 29, 2013 Expiration Date: September 30, 2014  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75

Comments:

Oper: CWALKER Type: OC Drawer: 1  
Date: 7/30/13 54 Receipt no: 98417  
2814 2814  
OR LIC OCCUPATIONAL RENEWAL  
1.00 \$369.75

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

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

Trans date: 7/30/13 Time: 11:04:48

ANN ARBOR MI 48108

**2013 / 2014  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2014**

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS 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: CONTRACTOR (UNDERGROUND UTILITY)

Employees 5

STATE LICENSE: CGC060189

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

Paid 101-12-00002704 07/08/2013 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.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2014

Business Name: DOUGLAS N HIGGINS INC

RECEIPT# 30140-62369

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 Mailing Address: 3390 TRAVIS POINTE RD KEY WEST, FL 33040  
 Ste A Business Phone: 305-294-3355  
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Paid 101-12-00002704 07/08/2013 20.00



# CITY OF KEY WEST, FLORIDA

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Total \$309.75

Comments:

Oper: CWALKER Type: OC Drawer: 1  
Receipt no: 00417  
OR LIC OPERATIONAL RENEWAL  
1.00 \$309.75

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

Trans date: 7/30/13 Time: 11:24:48

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

ANN ARBOR MI 48108

**2013 / 2014  
MONROE COUNTY BUSINESS TAX RECEIPT  
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Ste A  
ANN ARBOR, MI 48108

Business Location: MO CTY  
KEY WEST, FL 33040  
Business Phone: 305-294-3355  
Business Type: CONTRACTOR (UNDERGROUND UTILITY)

Employees 5

STATE LICENSE: CGC060189

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WHEN VALIDATED

**Danise D. Henriquez, CFC, Tax Collector**  
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AND ZONING REQUIREMENTS.

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P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2014

RECEIPT# 30140-62369

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Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS  
Mailing Address: 3390 TRAVIS POINTE RD  
Ste A  
ANN ARBOR, MI 48108

Business Location: MO CTY  
KEY WEST, FL 33040  
Business Phone: 305-294-3355  
Business Type: CONTRACTOR (UNDERGROUND UTILITY)

Employees 5

STATE LICENSE: CGC060189

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
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Paid 101-12-00002704 07/08/2013 20.00



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

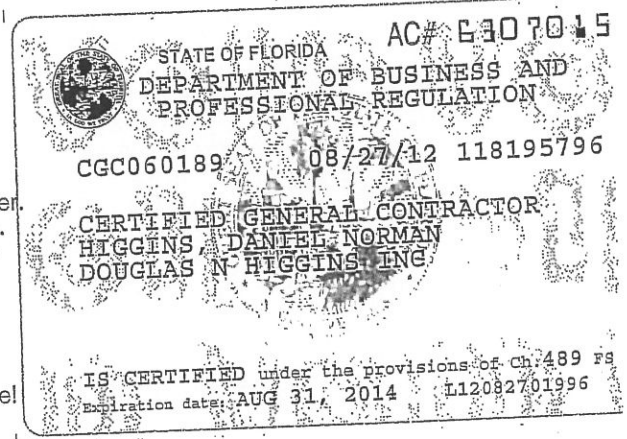
(850) 487-1395

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. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

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



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AC# 6307015

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082701996

DATE	BATCH NUMBER	LICENSE NBR
08/27/2012	118195796	CGC060189

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

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

KEN LAWSON  
SECRETARY

# *State of Florida*

## *Department of State*

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

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 7, 2014, 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 the State of Florida  
at Tallahassee, the Capital, this  
the Seventh day of January, 2014*



*Ken DeJager*  
*Secretary of State*

Authentication ID: CC3506726904

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

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

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AC# 6184680

STATE OF FLORIDA

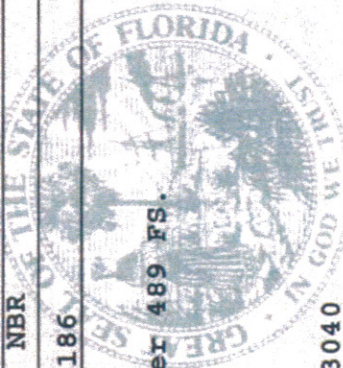
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12070400464

DATE	BATCH NUMBER	LICENSE NBR
07/04/2012	128000463	EC13001186

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

KIRK, JEFFERY LEE  
NEARSHORE ELECTRIC INC  
5680 1ST AVENUE #5  
KEY WEST FL 33040



RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on July 1, 2013 and that said resolution is in full force and effect:

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

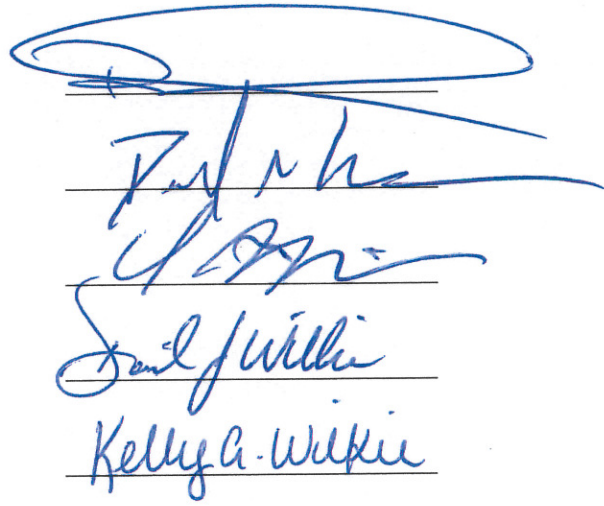
Brandy L. Bartolone

Daniel N. Higgins

Douglas N. Higgins

David J. Wilkie

Kelly A. Wilkie



Kelly A. Wilkie  
Kelly A. Wilkie  
Secretary

Dated: July 1, 2013

# Business License Tax Application

City of Key West License # \_\_\_\_\_  
 City Hall Annex Date Applied \_\_\_\_\_  
 PO Box 1409 Phone 305-809-3955  
 Key West, FL 33041 Fax 305-809-3978

Business Type: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Location: \_\_\_\_\_

Business Owner: \_\_\_\_\_

State Licensed Qualifier (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

EIN / SS # \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_  
 Applicant name (printed) Applicant signature Date

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
 Signature of Notary Public (stamp or seal). Personally known \_\_\_\_  
 Produced id \_\_\_\_\_

- \_\_\_\_ Sales Tax number 3106 Flagler Ave 292-6735 City utility acct \_\_\_\_\_
- \_\_\_\_ Commercial garbage Waste Mgmt 296-8297 \_\_\_\_\_
- \_\_\_\_ Lease or deed \_\_\_\_\_
- \_\_\_\_ State License DBPR 850-487-1395 / Dept Ag 305-470-6900
- \_\_\_\_ Home occupation application
- \_\_\_\_ Fictitious Name registration Previous use \_\_\_\_\_
- \_\_\_\_ Corporate or LLC registration
- \_\_\_\_ Liability / Worker's Comp Zoning \_\_\_\_\_
- \_\_\_\_ Fire Inspector 292-8179
- \_\_\_\_ CO / final inspection on any permits Category \_\_\_\_\_ Fee \$ \_\_\_\_\_
- \_\_\_\_ Monroe County or local licensing

Licensed in accordance with Chapter 66, Key West Code of Ordinances

\_\_\_\_ Approved \_\_\_\_\_ Denied / Reason \_\_\_\_\_

\_\_\_\_\_  
 Licensing Official Date

SECTION 00 43 21  
CONE OF SILENCE AFFIDAVIT

STATE OF MICHIGAN )  
 : SS  
COUNTY OF WASHTENAW )

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

*Kelly A. Wilkie*

Sworn and subscribed before me this

17th day of July, 2014.

Sandra Garrison  
NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 1-10-2020

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



**Sec. 2-773. Cone of Silence**

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

- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive

Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

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

END OF SECTION

**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: \_\_\_\_\_ Fax: \_\_\_\_\_  
 (P.O Box numbers may not be used to establish status)  
 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  
 \_\_\_\_\_  
 Title or Rank

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

439197/WPB

LOCAL VENDER CERTIFICATION  
00 43 22 - 2

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MAY 16, 2014  
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**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.  | [ <input checked="" type="checkbox"/> ] |
| 2.  | All blank spaces in Proposal filled in, using black ink.  | [ <input checked="" type="checkbox"/> ] |
| 3.  | Total and unit prices added correctly.  | [ <input checked="" type="checkbox"/> ] |
| 4.  | Addenda acknowledged.   | [ <input checked="" type="checkbox"/> ] |
| 5.  | Subcontractors are named as indicated in the Proposal.  | [ <input checked="" type="checkbox"/> ] |
| 6.  | Experience record included.   | [ <input checked="" type="checkbox"/> ] |
| 7.  | Bid signed by authorized officer.   | [ <input checked="" type="checkbox"/> ] |
| 8.  | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.   | [ <input checked="" type="checkbox"/> ] |
| 9.  | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.   | [ <input checked="" type="checkbox"/> ] |
| 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.  | [ <input checked="" type="checkbox"/> ] |
| 11. | Bid submitted shall contain Bid Form, Bid Security, Experience Record, Anti-Kickback Affidavit, Public Entity Crimes, Key West Indemnification Form, Disclosure of Lobbying Activities, Non-Collusion Declaration and Compliance, Florida Trench Safety Act Compliance, and Suspension and Debarment Certificate, Equal Benefits for Domestic Partner Affidavit, Cone of Silence Affidavit, and Local Vendor Certification. | [ <input checked="" type="checkbox"/> ] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.   | [ <input checked="" type="checkbox"/> ] |
| 13. | Bidder must provide satisfactory documentation of State Licenses.   | [ <input checked="" type="checkbox"/> ] |

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BIDDERS CHECKLIST  
00 44 00 - 2

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DISCLOSURE OF LOBBYING ACTIVITIES

N/A

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

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



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

FORM DEP 55-221 (01/01)

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

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

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

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

Form DEP 55-221 (01/01)

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

ITEM/SEGMENT NO.: \_\_\_\_\_  
 F.A.P. NO.: \_\_\_\_\_  
 PARCEL NO.: \_\_\_\_\_  
 COUNTY OF: \_\_\_\_\_  
 BID LETTING OF: July 17, 2014

I, Kelly A. Wilkie, hereby  
 declare that I am Vice President <sup>(NAME)</sup> of Douglas N. Higgins Inc.  
 Of Ann Arbor, Michigan <sup>(TITLE)</sup> <sup>(FIRM)</sup>  
<sup>(CITY AND STATE)</sup>  
 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 State 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 Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), 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: Douglas N. Higgins <sup>INC.</sup> (Seal)

BY: Kelly A. Wilkie Vice President  
NAME AND TITLE PRINTED

WITNESS: *Jail Wilkie*

BY: *Kelly A. Wilkie*  
SIGNATURE

WITNESS: *Sandra Harris*

Executed on this 17<sup>th</sup> day of July, 2014

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

439197/WPB

NON-COLLUSION DECLARATION  
AND COMPLIANCE WITH 49 CFR §29  
00 44 02 - 4

439197/WPB  
MAY 16, 2014  
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**FLORIDA TRENCH SAFETY ACT COMPLIANCE  
Trench Excavation Safety System and Shoring**

**CERTIFICATION**

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

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

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>SHEETING</u>	<u>LF</u>	<u>80</u>	<u>\$200</u>	<u>\$16,000</u>
B. _____	_____	_____	_____	_____

Signature: Kellya Wilkie  
Date: July 17, 2014

STATE OF Michigan  
COUNTY OF Washtenaw

**PERSONALLY APPEARED BEFORE ME, the undersigned authority,**  
Kelly A. Wilkie, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 17th day of July, 2014.

Sandra K Garrison  
Notary Public

(Seal)

MY COMMISSION EXPIRES: 1-10-2020

**SANDRA K GARRISON  
NOTARY PUBLIC - STATE OF MICHIGAN**



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FLORIDA TRENCH SAFETY  
ACT COMPLIANCE  
00 44 03 - 2

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MAY 16, 2014  
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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 <sup>17<sup>th</sup></sup> day of July, 2014  
By Kelly A. Wilkie  
Authorized Signature/Contractor  
Kelly A. Wilkie, Vice President  
Typed Name/Title  
Douglas N. Higgins, Inc.  
Contractor's Firm Name  
3390 Travis Pointe Rd  
Street Address  
Suite A  
Building, Suite Number  
Ann Arbor, Michigan 48108  
City/State/Zip Code  
734-996-9500  
Area Code/Telephone Number