

RESOLUTION NO. 09-337

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE AWARD OF BID ST 09-06 IN THE AMOUNT OF \$739,400.00 TO D.N. HIGGINS, INC. FOR THE CONSTRUCTION OF 3 STORMWATER GRAVITY WELLS AND 5 OUTFALL POLLUTION CONTROL DEVICES FOR THE UNITED STREET STORMWATER MITIGATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached bid of D.N. Higgins in response to IB ST 09-06 is hereby awarded in the amount of \$739,400.00 for the construction of 3 Stormwater Gravity Wells and 5 Outfall Pollution Control Devices.

Section 2: That the City Manager is hereby authorized to execute the appropriate budget transfers to fund the project.

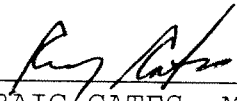
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission

Passed and adopted by the City Commission at a meeting held

this 15 day of December, 2009.


Authenticated by the presiding officer and Clerk of the
Commission on December 16, 2009.

Filed with the Clerk December 16, 2009.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

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EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
E. David Fernandez, Asst. City Manager

FROM: Gary W. Bowman, General Services and Engineering Director

DATE: November 2, 2009

SUBJECT: **Awarding the Bid of D.N. Higgins, Inc. in the Amount of \$739,400.00 for the Construction of 3 Stormwater Gravity Wells and 5 Outfall Pollution Control Devices. Authorizing Appropriate Budget Transfers to Fund Project.**

ACTION STATEMENT:

This resolution will approve the low bid of \$739,400 from D.N Higgins, Inc. to construct 3 stormwater gravity wells with pollution control devices and related work. The bid included a base bid of \$682,000.00 and two unit price Additive Alternates for full intersection mill and pave \$50,400.00 and Sub-grade replacement, as determined by City staff and contractor, for \$7,000.00.

The City will be reimbursed 90.965% of the construction cost from the Florida Department of Transportation Local Area Program (LAP) grant (FPN #422717-1). The LAP grant totals \$1,154,931 and includes funding for both construction and construction engineering inspection (CEI). The Federal/State share is 90.965% (\$1,050,582) and City match of 9.035% (\$104,349). The resolution will also authorize appropriate budget transfers to accommodate the project.

BACKGROUND:

The City developed a Long Range Storm Water Utility Plan to address areas of local flooding, standing water (puddling), and flood control measures and pollution control devices. The City's Storm Water Utility fee helps to alleviate the cost of implementing new projects and maintaining stormwater systems.

The City has prioritized the need for additional wells, and the United Street Mitigation project proposes the installation of three (3) 120 VF gravity injection wells, with triple chamber baffle boxes, catch basins, drainage pipes, trench pavement and curb restoration, ADA compliant sidewalk restoration, and all other related work.

The wells are located at:

- United and Simonton
- United and Whitehead
- Catherine and Whitehead

Nearshore water quality improvements and minimizing the number of beach closures continues to be a priority. This project is expected to reduce discharges from nearshore stormwater outfalls and greatly reduce the amount of sediment discharged from the City's storm system into the nearshore waters, providing treatment to the stormwater prior to discharge.

PURPOSE & JUSTIFICATION:

The anticipated environmental results include reducing potential health risks to beach bathers by eliminating or reducing stormwater discharges to nearshore waters which may carry bacterial contamination. The project is also expected to aid in the protection of the aquatic resources in the nearshore waters by eliminating or reducing stormwater discharges that contain nutrients, metals, hydro-carbons, and other stormwater pollutants. Additionally, the gravity wells will help mitigate flooding in the neighborhoods where they are constructed.

The City must demonstrate we are committed to implement and ready to construct drainage improvements in order to obtain the greatest amount of state and federal grant funds. To expedite implementation and to maximize use of the stormwater utility fees collected, receipt of grant funds is extremely critical.

Bids for the project were opened on October 14, 2009. D.N. Higgins, Inc. was the lowest bidder at \$739,400.00. Four required forms were omitted in the bid package. However, the City reserves the right to waive such technical error as may be deemed in the best interest of the city. All required forms have since been received.

Favorable bids have allowed for the addition of a fourth gravity well to the project. FDOT has given approval to the addition with the stipulation that the location of the fourth gravity well be within the original project limits. Staff is currently exploring the possibility of adding a fourth gravity well.

OPTIONS:

1. Approve the contract authorizing the low bid to construct the United Street Stormwater Mitigation Project. This will allow City to implement this stormwater project on an accelerated basis, and gives the City the best opportunity to utilize as much grant money as possible.

2. The City can decline the bids received and reissue the Invitation to Bid, or place the project on hold until the City decides it is ready to proceed with the project. The grant received for this project has deadlines associated with it, and delays could jeopardize these funds. The grant expires on June 10, 2010. In addition, the well permits will expire in January 2010. The wells will need to be drilled prior to January 2010 or the City will have to pay additional permit fees. This option will forego potential improvements to mitigate neighborhood flooding and improve nearshore water quality.

FINANCIAL IMPACT:

The fees for this project will be funded through stormwater budget line item 402-3802-538-65-00. The grant funds are budgeted in revenue account 402-0000-334-36-03. The United Street Stormwater Mitigation project is included in the FY 2010 stormwater capital improvement plan (Project # ST0906).

Funding for this project is budgeted as follows:

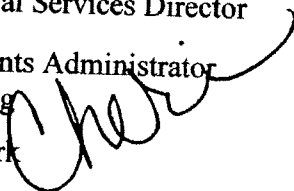
FDOT LAP grant (Federal/State share)	90.965%.....	\$ 672,595.00
City Stormwater Utility Funds (City match)	9.035%.....	\$ 66,805.00

Total		\$ 739,400.00
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RECOMMENDATION:

The staff recommends option # 1, that the City awards the construction contract to the low bid of \$739,400.00 including the additive alternates from D.N. Higgins Inc., and authorize budget transfers so that we may proceed with the United Street Stormwater Mitigation project.

INTEROFFICE MEMORANDUM

To: Gary Bowman, General Services Director
CC: Carolyn Sheldon, Grants Administrator
Sue Snider, Purchasing
From: Cheri Smith, City Clerk 
Date: October 15, 2009
Subject: United St Stormwater Mitigation Project No. ST0906

Attached for your review is a copy of the bid opened Wednesday, October 14, 2009 at 3:00 p.m. in response to the above referenced project.

1. Douglas N. Higgins
3390 Travis PTE. Rd., Ste. A
Ann Arbor, MI 38108
\$682,000.00
2. Charley Toppino & Sons, Inc.
P O Box 787
Key West, FL 33041
\$703,000.00



PEREZ ENGINEERING
 & DEVELOPMENT, INC

October 15, 2009

Mr. Gary Bowman
 City of Key West General Services Director
 525 Angela Street
 Key West, Fl. 33040

RE: United Street Stormwater Mitigation ST 0906 Bid Review

Dear Gary:

The following Bids were opened for the above referenced project on October 14, 2009. DN Higgins was the low bidder with a Total base bid of **\$682,000.00 plus \$57, 400.00** for the Additive Alternates

The following is a summary of the bids:

City of Key West
 United Street Stormwater Mitigation Project ST 0906
 Bid Opening Results
 10-14-09

	Bidder	Base Bid	Full overlay	Sub grade	Grand Total
1	DN Higgins	\$682,000.00	\$50,400.00	\$7,000.00	\$739,400.00
2	Charley Toppino & Sons	\$703,000.00	\$44,520.00	\$5,000.00	\$752,520.00

Based on the lowest responsive bid and past work performance for the City on similar projects, we recommend awarding the contract to DN Higgins for **\$739,400.00**

If you have any questions or need additional information please give me a call.

Sincerely,

Allen E. Perez, P.E.
 President

Key West Office:

1010 Kennedy Dr. Suite 400 • Key West, Florida 33040
 tel: (305) 293-9440 Fax: (305)296-0243

Tampa Office:

Concourse Center IV • 3507 East Frontage Road, Suite 140 • Tampa, Florida 33607-7013
 tel:(813) 579-1616 • Fax: (813) 288-0710

City of Key West
United Street Stormwater Mitigation Project ST 0906
Bid Opening Results
10-14-09

	Bidder	Base Bid	Full overlay	Sub grade	Grand Total
1	D.N. Higgins	\$682,000.00	\$50,400.00	\$7,000.00	\$739,400.00
2	Charley Toppino & Sons	\$703,000.00	\$44,520.00	\$5,000.00	\$752,520.00

BID SCHEDULE

Schedule A		Higgins			Charley Toppinos and Sons, INC		
Item		Quantity	Unit Price	Total	Unit Price	Total	
1	Performance and Payment Bonds	1	8,000.00	\$8,000.00	8,000.00	\$8,000.00	
2A	Mobilization	1	27,000.00	\$27,000.00	7,200.00	\$7,200.00	
2B	Demobilization	1	17,000.00	\$17,000.00	1,800.00	\$1,800.00	
2C	General Conditions	1	49,000.00	\$49,000.00	31,000.00	\$31,000.00	
2D	MOT	1	5,000.00	\$5,000.00	2,700.00	\$2,700.00	
2E	Certified AutoCAD As-Builts / Surveyor	1	5,000.00	\$5,000.00	16,300.00	\$16,300.00	
3	United and Simonton	1	167,000.00	\$167,000.00	225,000.00	\$225,000.00	
4	United and Whitehead	1	158,000.00	\$158,000.00	200,000.00	\$200,000.00	
5	Catherine and whitehead	1	168,000.00	\$168,000.00	135,000.00	\$135,000.00	
6	Catherine and Whitehead manhole and duct removal	1	3,000.00	\$3,000.00	1,000.00	\$1,000.00	
7	Allowance	1	75,000.00	\$75,000.00	75,000.00	\$75,000.00	
Base Total				\$682,000.00		\$703,000.00	
1 Full intersection milling and paving 2.5		840	\$60.00	\$50,400.00	53.00	\$44,520.00	
2 Sub grade and compaction		100	\$70.00	\$7,000.00	50.00	\$5,000.00	
Base Total with Additive alternates included				\$739,400.00		\$752,520.00	

PROPOSAL

To: The City of Key West

Address: 525 Angela Street, P.O. Box 1409
Key West, Florida 33041

Project Title: **United St Stormwater Mitigation Project; Three (3) Key West Intersections; United and Simonton, United and Whitehead, Catherine and Whitehead.**

Project No.: **ST- 0906**

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

Name: DANIEL N. HIGGINS, VICE-PRESIDENT

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 Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

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

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

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

The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal 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 Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days of the Notice to Proceed (NTP) and to complete the construction in all respects within 120 calendar days from the date of the NTP. The successful bidder will provide two samples of sidewalk prior to execution of the Contract. One will be of regular concrete sidewalk; the other will be Handicap ramp which shall meet ADA minimum detectable warning requirements for sidewalk.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2007) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and Under	\$313
Over \$50,000 but less than \$250,000	\$580
\$250,000 but less than \$500,000	\$715
\$500,000 but less than \$2,500,000	\$1,423
\$2,500,000 but less than \$5,000,000	\$2,121
\$5,000,000 but less than \$10,000,000	\$3,057

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. ^{P.L.V} 1, ^{D.L.V} 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 Proposal(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.

UNIT and LUMP SUM PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

BID SCHEDULE
UNITED ST STORMWATER MITIGATION PROJECT
Three (3) Intersections
United and Simonton
United and Whitehead
Catherine and Whitehead

<u>Item</u>	<u>Quant.</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>PU (Words)</u>	<u>Extended Total Amt</u>
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1. Performance and Payment Bonds

1	LS	<u>\$ Eight thousand and 00/100</u>	\$	<u>8,000.⁰⁰</u>
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2. Mobilization /Demobilization, General & Supplementary Conditions (including FDOT grant, and erosion-sediment control requirements, Project Signs 2 ea.) MOT, Certified AutoCAD As-Builts

a. Mobilization (paid 25%, then on a percentage basis)

1	LS	<u>\$ ^{SEVEN} TWENTY THOUSAND AND 00/100</u>	\$	<u>27,000.⁰⁰</u>
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b. Demobilization (paid at completion of final punch list)

1	LS	<u>\$ SEVENTEEN THOUSAND DOLLARS</u>	\$	<u>17,000.⁰⁰</u>
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c. General and Supplementary Conditions (including FDOT grant, and erosion-sediment control requirements, Project Signs 2 ea.) (paid 25%, then on a percentage basis)

1	LS	<u>\$ FORTY NINE THOUSAND DOLLARS</u>	\$	<u>49,000.⁰⁰</u>
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d. MOT (paid 25%, then on a percentage basis)

1	LS	<u>\$ FIVE THOUSAND DOLLARS</u>	\$	<u>5,000.⁰⁰</u>
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<u>Item</u>	<u>Quant.</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>PU (Words)</u>	<u>Extended Total Amt</u>
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e. Certified AutoCAD as-builts (paid at final acceptance of by the city of the as-builts)

1	LS	\$	<u>FIVE THOUSAND DOLLARS</u>	\$	<u>5,000.00</u>
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3. United and Simonton

1	LS	\$	<u>ONE HUNDRED SIXTY SEVEN THOUSAND DOLLARS</u>	\$	<u>167,000.00</u>
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4. United and Whitehead

1	LS	\$	<u>ONE HUNDRED FIFTY EIGHT THOUSAND DOLLARS</u>	\$	<u>158,000.00</u>
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5. Catherine and Whitehead

1	LS	\$	<u>ONE HUNDRED SIXTY EIGHT THOUSAND DOLLARS</u>	\$	<u>168,000.00</u>
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6. Catherine and Whitehead; Excavation of Historical Telephone manhole and duct bank.

1	LS	\$	<u>THREE THOUSAND DOLLARS</u>	\$	<u>3,000.00</u>
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7. Allowance

1	LS	\$	<u>75,000</u>	\$	<u>Seventy-five thousand dollars</u>
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TOTAL OF ALL EXTENDED UNIT PRICE ITEMS LISTED ABOVE (including the allowance)

\$ Six hundred eighty two thousand Dollars and 00/100 Cents
 (Amount Written in Words has Precedence)

\$ 682,000.00

United St Stormwater Mitigation Project
Three (3) Key West Intersections

United and Simonton
United and Whitehead
Catherine and Whitehead
September 2009

PROJECT No. ST 0906
(LAP AGREEMENT FPN #422717-1)

ADDITIVE ALTERNATES: Unit prices

<u>Item</u>	<u>Quant.</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>PU (Words)</u>	<u>Extended Total Amt</u>
1.) <u>Full intersection mill and pave Superpave 12.5 / 2.5 inches resurface within the limits of construction.</u>					
840		SY	\$	<u>Fifty thousand four hundred dollars</u>	\$ <u>50,400.⁰⁰</u>
2.) Cost to replace existing sub-grade if required and compact to 98% modified proctor value. Replacement shall be as determined by the Owner and CEI.					
100		CY	\$	<u>SEVEN THOUSAND DOLLARS</u>	\$ <u>7,000.⁰⁰</u>

Additive Alternates not part of bid total

DESCRIPTION OF PROPOSAL ITEMS

BID SCHEDULE UNITED ST STORMWATER MITIGATION PROJECT Three (3) Intersections United and Simonton United and Whitehead Catherine and Whitehead

A. Proposal Item No.1: Bonds

As per contract documents; paid with final acceptance of the Completed and signed Contracts with Bonds on the first pay application.

B. Proposal Item No.2: Mobilization / Demobilization, General & Supplementary Conditions (including FDOT grant, and erosion-sediment control requirements), MOT, Certified AutoCAD as-builts, signed and sealed by a licensed Florida Surveyor, As per the contract documents.

1. Payment for these Items will be made on a lump sum basis as stated.

- a) Mobilization 25 percent following providing pre-construction videos of project site, Construction trailer setup and initiation of construction, remaining balance paid based on percentage complete on each following pay application. Including a NEXTEL (and or equal as used by the contractor) Phone with Radio to be provided to the City Inspector with the contractor's contacts provided. Contractors Liability Insurance.
- b) Demobilization paid on completion of final punch.
- c) General & Supplementary Conditions including grant requirements; paid on Mobilization 25 percent, remaining balance paid based on percentage complete on each following pay application.
- d) MOT; paid on Mobilization 25 percent, remaining balance paid based on percentage complete on each following pay application. Item shall not be paid if MOT signs are not in good repair and lighted at all times.
- e) Certified AutoCAD AS-Builts/ Surveyor; paid on completion of as-builts following acceptance by the engineer and city.

C. Proposal Item(s) No 3, 4, 5, 6; Payment for these Items will be made on a lump sum basis as stated in the proposal.

1. The CONTRACTOR'S lump sum prices shall include full compensation for all Proposal Items No.3,4,5,6; including Field Engineering Services; Testing; All materials and labor, required to complete the work, including; Dewatering, Trench excavation, disposal, backfill and new Storm Pipe installation required; Pipe Zone Geotextile Fabric; Catch Basins and Inlets (Grates shall be

FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring

CERTIFICATION

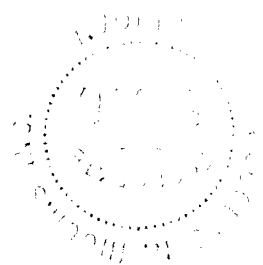
All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates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

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

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>SHORING / TRENCH BOX</u>	<u>LF</u>	<u>300</u>	<u>\$10.00</u>	<u>\$3,000.00</u>
B. <u>SHORING / TRENCH BOX</u>	<u>SF</u>	<u>2,000</u>	<u>\$5.00</u>	<u>\$10,000.00</u>

[Signature]
 Signature _____
10/15/09
 Date _____



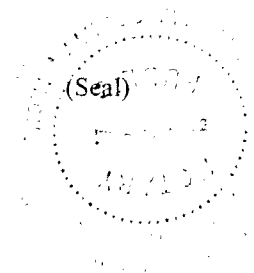
STATE OF Michigan
 COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

David N. Higgins, who, after first being sworn by me affixed his ~~his~~ signature in the space, provided above on the 14th day of October, 2009.

[Signature]
 Notary Public

My Commission expires: _____
JAMES H. SWEET
 Notary Public, Washtenaw County, MI
 My Commission Expires April 1, 2011



galvanized and H20 Traffic rated); Removal and Disposal of Existing Inlets/Manholes; removal of existing gravity wells-grouting; New Storm-water Manholes; all connections for storm pipe to structures shall be watertight; new connections to existing manholes or inlets; Install three (3) Gravity wells as per the specifications and FDEP permit requirements; Licensed Well driller and all related equipment shall be included; 120 VF gravity wells; Triple Chamber Baffle Structure; grading as required for asphalt and concrete work; Asphalt restoration S-1 2 inches, and utility appurtenance extensions; ADA Sidewalk with ADA ramps, F curb, D curbs construction; Temp Pavement 20 MILS Striping; Final Pavement 70 MILS Striping;; Erosion control, testing; Finish Grading; Cut and Cap Existing Storm Pipe and grout existing storm pipe to be abandoned; Hydrostatic Testing of Stormwater Pipes and Structures including the triple camber structure; Site restoration including sod. Utility pre-digs. The removal and replacement of street signs.

2. The CONTRACTOR'S lump sum prices shall include full compensation for water main relocations. Payment will be made only when indicated on the Drawings, a pre-dig shows a relocation is necessary, or when the ENGINEER directs the CONTRACTOR to complete the relocation. Payment shall include all excavation and backfill, cutting and removing existing pipe, providing up to 75 feet of new pipe, six 45-degree fittings, up to two solid sleeve couplings, restrained joints, disinfection, and temporary pavement restoration, complete. Payment will only be made for the relocation of water mains 4 inches in diameter and larger. Water mains relocations smaller than 4 inches in diameter shall be considered incidental to the installation of the new pipes and structures and relocated at the sole cost of the CONTRACTOR
3. The CONTRACTOR'S lump sum prices shall include full compensation for connection to existing manholes or inlets in accordance with the detailed drawings. Payment will constitute full compensation for all work and materials required to make each connection either at the structure or to the pipe stub out, complete.
4. The CONTRACTOR'S lump sum prices shall include full compensation for all items 2, 3, 4, 5, 6 shall include all notes for construction noted in the drawings and specifications not otherwise noted in the proposal. It shall include all temporary facilities required by the CONTRACTOR for the duration of construction including the movement of all equipment to and from the site and acceptable cleanup of the project area upon completion of the work. It shall include the complete cost of pre-construction videos of project site.
5. Lump sum prices shall include for all Proposal Items No.,2,3,4,5,6 the final acceptance and final structure to structure inspection by the ENGINEER or owners agent of the storm sewers system, completely flush or clean all parts of the system. Remove all accumulated construction debris, rocks, gravel, and other foreign material from the storm sewers system at or near the closest downstream manhole. If necessary, use mechanical rodding equipment to remove accumulated mud, silt, and all other deposits from the storm sewer system at no additional cost to the OWNER.
6. Lump Sum Prices shall include the following procedure for stormwater structures and Pipe hydrostatically testing.
 - a) All pipe and stormwater structures shall by hydrostatically tested.

- b) Isolate section of piping and structures that the test is going to be completed on by plugging structure inlets and outlets as necessary.
- c) The testing medium is clean water. The test section should be filled with water to THE TOP OF THE MANHOLE RING AND COVER.
- d) Leakage into or out of each structure or pipe section shall not exceed 0.01 gallon per hour per foot of head above the invert.
- e) Repair structures, pipes, and pipe joints that do not meet the leakage test, or do not meet specified requirements for visual inspection.

D. Proposal Item # 6; Payment for this item will be made on a lump sum basis as stated in the proposal.

- 1) Catherine and Whitehead; Contractor shall Excavate the Historical Telephone manhole and duct bank for salvage purposes, the manhole shall be saved along with 15 LF of the duct bank and transport to the city for storage at a site to be determined.

List items to be performed by Contractor's own forces and the estimated total cost of these items.
(Use additional sheets if necessary.)

STORM SEWER STRUCTURES	~\$390,000.

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:

CONCRETE SIDEWALK + CURB
Portion of Work
BELLA CONSTRUCTION
Name
KFT WEST, FL, 33040
Street City State Zip

ASPHALT PAVING
Portion of Work
AFFORDABLE ASPHALT
Name
ISLAMONDA, FL, 33036
Street City State Zip

WELL DRILLING
Portion of Work
BAT ON TORRES
Name
KFT WEST, FL
Street City State Zip

Portion of Work
Name
Street City State Zip

SURETY

Hartford Accident + Indemnity whose address is
Hartford Plaza Hartford Connecticut 06115
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is
DOUGLAS N. HIGGINS, INC.
3390 TRAVIS PTE. RD., STE. A doing business at
ANN ARBOR, MICHIGAN 48108
(734) 996-9500
Street City State Zip

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

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

Name	Title
<u>Douglas N. Higgins</u>	<u>PRESIDENT</u>
<u>DANIEL N. Higgins</u>	<u>VICE PRESIDENT</u>
<u>William D. Higgins</u>	<u>VICE-PRESIDENT</u>
<u>Kelly A. Wilkie</u>	<u>VICE-PRESIDENT</u>
<u>R. SUZANNE HAWKER</u>	<u>SECRETARY / TREASURER</u>
<u>JAMES A. SWEET</u>	<u>VICE - PRESIDENT</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2009.

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 14th day of October 2009.

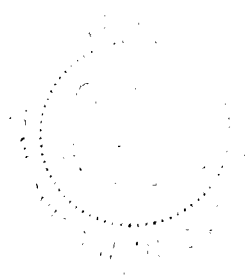
(SEAL)
DOUGLAS N. HIGGINS, INC.
3390 TRAVIS PTE. RD., STE. A
ANN ARBOR, MICHIGAN 48108
(734) 996-9500

Name of Corporation

By Kelly A. Wakie

Title Vice-President

Attest R. Suzanne Hawker
Secretary R. SUZANNE HAWKER



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 May 15, 2009 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."

Douglas N. Higgins

[Signature]

Daniel N. Higgins

[Signature]

William D. Higgins

[Signature]

James H. Sweet

[Signature]

Kelly A. Wilkie

[Signature]

[Signature]

R. Suzanne Hawker
Secretary

Dated: May 15, 2009



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. Ctl nbr . . : 4241
Location addr . . : 3390 TRAVIS POINTE STE A RD
Lic Nbr/Class . . : 10 00004242 CONTRACTOR - CERT UNDERGROUND UTILITY
Issue date . . . : 7/27/09 Expiration date . . : 9/30/10
Lic Fee : 309.75
Penalty : .00
Total : 309.75

This document must be prominently displayed.

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

JAMES SWEET, QUALIFIER
Date: 7/27/09 Receipt no: 9-900
2010 4242
LIC OCCUPATIONAL : 309.75
Trans number: 2365083
CV CHECK 11648 1619.50
Trans date: 7/27/09 Time: 13:35:25



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.myfloridallicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

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

STATE OF FLORIDA AC# 3959874
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CGC060189 08/29/08 078164442
 CERTIFIED GENERAL CONTRACTOR
 HIGGINS, DANIEL NORMAN
 DOUGLAS N HIGGINS INC
 IS CERTIFIED under the provisions of Ch. 489 FS
 Expiration date: AUG 31, 2010 L08082902153

DETACH HERE

AC# 3959874

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08082902153

DATE	BATCH NUMBER	LICENSE NBR
08/29/2008	078164442	CGC060189

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

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

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

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

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

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

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

STATE OF FLORIDA AC# 4416271
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
QB0007830 05/27/09 080489008
QUALIFIED BUSINESS ORGANIZATION DOUGLAS N. HIGGINS INC.
(NOT A LICENSE TO PERFORM WORK. ALLOWS COMPANY TO DO BUSINESS IF IT HAS A LICENSED QUALIFIER.)
IS QUALIFIED under the provisions of Ch. 489 fs
Expiration date: AUG 31, 2011 L09052700823

DETACH HERE

AC# 4416271

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09052700823

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 05/27/2009, 080489008, QB0007830

The BUSINESS ORGANIZATION Named below IS QUALIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2011 (THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.) DOUGLAS N. HIGGINS INC. 3390 TRAVIS POINTE RD STE A ANN ARBOR MI 48108



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

August 5, 2009

DOUGLAS N. HIGGINS, INC.
3390 TRAVIS POINTE ROAD
ANN ARBOR MI 48108

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 9/30/2010. However, the new application is due 7/31/2010.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING: \$501,200,000.00

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

UNDERGROUND UTILITIES, WATER MAINS, SANITARY LINES, FORCE MAINS, SEWER LINES, PUMP STATIONS.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager
Contracts Administration Office

JM:cj

State of Florida

The seal of the State of Florida, featuring a central figure holding a scale and a sword, surrounded by a wreath and the motto "IN GOD WE TRUST".

Department of State

I certify from the records of this office that DOUGLAS N. HIGGINS INC. is a corporation organized under the laws of the State of Florida, filed on August 1, 1973.

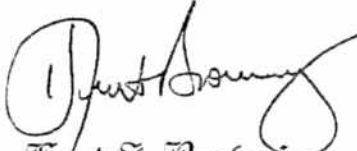
The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report/uniform business report was filed on January 20, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Tenth day of March, 2009




Kurt S. Browning
Secretary of State

CREDIT APPLICATION INFORMATION

Billing Address:

3390 Travis Pointe Road, Suite A
Ann Arbor, MI 48108
Phone: (734) 996-9500
Fax: (734) 996-8480

Business Started: April 1966
DUNS # 01-722-2183
Tax I.D.: #38-1807765

Officers:

Douglas N. Higgins - President
5662 Glen Oak Ct.
Saline, MI 48176

James H. Sweet - Vice-President
9462 Hidden Lake Circle
Dexter, MI 48130

Kelly A. Wilkie - Vice-President
1362 Colony Drive
Saline, MI 48176

Daniel N. Higgins - Vice-President
632 Ironwood Way
Saline, MI 48176

William D. Higgins - Vice-President
319 Cottonwood Lane
Saline, MI 48176

R. Suzanne Hawker - Secretary/Treasurer
9462 Hidden Lake Circle
Dexter, MI 48130

Bank Reference:

Bank of America
500 Griswold Avenue, Suite 2600
Detroit, MI 48226

Business: (313) 234-8735
Mobile: JOHN R POLACK, 313 452 3168
Business Fax: (313) 234-8760
ACCOUNT NUMBER: 006819-11036-9

Bonding:

Hartford Fire Insurance Company
Hartford Plaza
Hartford, CT 06115

Agent: Hylant Group
24 Frank Lloyd Wright Dr.
P.O. Box #541, Ste. J4100
Ann Arbor, MI 48106

Contact: Dan Hines
(734) 662-1418, Ext. 1308

TRADE REFERENCES FOR DOUGLAS N. HIGGINS, INC.

MICHIGAN

EAST JORDAN IRON WORKS
301 SPRING STREET
EAST JORDAN, MI 49727
800 874 4100
FAX 231 536 4477
ACCOUNT # 39180

CORRIGAN OIL COMPANY
775 N SECOND STREET
BRIGHTON, MI 48116
810 229 6323
FAX 810 229 4970
ACCOUNT # 01-DOU0010

MICHIGAN CAT
24800 NOVI ROAD
P O BOX 918
NOVI, MI 48375-2414
888 642 4228
FAX 248 348 3201
ACCOUNT # C19072

NIETHAMMER TRANSPORT, INC.
9750 W. MICHIGAN AVENUE
SALINE, MI 48176
734 429 7179
FAX 734 429 7070

MICHIGAN PIPE & VALVE
3604 PAGE AVENUE
JACKSON, MI 49203
517 764 9151
FAX 517 764 9155
ACCOUNT # DOU00001

FLORIDA

U. S. PRECAST CORP
P O BOX 918720
ORLANDO, FL 32891-8720
305 556 1661
FAX 305 887 6027
ACCOUNT # 789

FERGUSON ENTERPRISES, INC.
7816 PROFESSIONAL PLACE
TAMPA, FL 33637
800 456 1488
FAX 813 988 6853
ACCOUNT # 584

KELLY TRACTOR COMPANY
8255 N W 58TH STREET
MIAMI, FL 33166
305 592 5360
FAX 305 463 6081
ACCOUNT # 1001299

DEERE CREDIT, INC.
P O BOX 6600
JOHNSTON, IOWA 50131-6600
800 508 8551
FAX 800 468 8506
ACCOUNT # 381807765

EVANS OIL COMPANY
3170 SOUTH HORSESHOE DR.
P O BOX 856
NAPLES, FL 34106
239 262 4124
FAX 239 262 7861
ACCOUNT # 0008255

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NAPLES, FL 34106
239 262 4124
FAX 239 262 7861
ACCOUNT # 0008255

EXPERIENCE OF BIDDER

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

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

SEE ATTACHED LIST

DOUGLAS N. HIGGINS, INC.
EXPERIENCE STATEMENT
RELEVANT FLORIDA PROJECTS

Project: Big Coppitt Wastewater Collection System
FKAA Project #4002-00
DNH Project #925-06

Owner: FLORIDA KEYS AQUADUCT AUTHORITY
1100 Kennedy Drive
Key West, FL 33041
Jim Reynolds (305) 296-2454

Engineer: Boyle Engineering Corp
4415 Metro Parkway, Suite 404
Fort Myers, FL 33916
Robert Garland (239) 278-7996

Contract Date: December, 2006

Completion Date: June 2007

Contract Amount: \$2,186,480.00

Project Description: 14,000 LF of Forcemain installed in US 1 FDOT right-of-way in the Florida Keys. Also includes Stainless Steel Bridge Pipe and 3,300 LF of Gravity Sewer

Project: Watermain Interconnect – Lee Blvd from SR 82 to Booster Station
Project # B02 – LE 038
DNH Project #1101-06

Owner: Florida Government Utility Authority (fgua)
280 Wekiva Springs Rd, Suite 203
Longwood, FL 32779
Victor Hurlburt, PE with Malcolm Pirnie
(407) 659-5550

Contract Amount: \$2,884,382.00

Contract Date: June 06

Completion Date: April 07

Description: 1,000 LF of 20" Watermain, 3,000 LF of 18" Watermain, 700 LF of 16" Watermain, 3,300 LF of 10" Watermain, 3,400 LF of 8" Watermain along major thoroughfare (Lee Blvd) right-of-way.

Project: Collier Blvd Widening
Contract #06-3881R
DNH Project #888-06

Owner: Collier County Purchasing Department
3301 Tamiami Trail East
Naples, FL 34112

Steve Ritter
(239) 253-1154

Contract Amount: \$12,000,000

Contract Date: October 06

Completion Date: June 08

Description: 9,000 LF of 24" Watermain, 3,600 LF of 12" Watermain, 2,700 LF of 12" Forcemain, 16,500 LF of 24" to 54" RCP Storm Pipe in County Road Right-of-Way.

Project: Alico Rd Interchange – I-75 FDOT
Project: 200966-1-52-01

DNH Project #880-05

Owner: Florida Department of Transportation / Lee County Utilities
Contact: Kiewit Southern – John Connell – 863-284-5727
Contact: Lee County Utilities – Tom Boyle – 404-392-9660

Contract Amount: \$1,288,742.63

Contract Date: October 05

Completion Date: June 07

Description: 7,500 LF of 36" Ductile Iron Pipe Water Main in the FDOT right-of-way. Gilbert Southern supplied the Pipe. We worked as a subcontractor under Gilbert Southern. The owner of the watermain is Lee County Utilities

Project: WW-10C Everest Outfall Pressure Main
Project # 7011834
DNH Project #1100-05

Owner: City of Cape Coral
Our Contract was with Engineer (MWH)

Engineer: MWH Constructors, Inc.
2503 Del Prado Blvd, Suite 430
Cape Coral, FL 33904
Maxim Bouga (239) 458-4729

Contract Date: January 2006

Completion Date: July 2006

Contract Amount: \$1,837,400.00

Project Description: Installed 6,400 LF of 24" outfall watermain including all tie-ins & restoration.

Project: US 41 Water Main, CR951 – Manatee Rd
Contract 05-3866
DNH Project #940-05

Owner: Collier County Purchasing Department
3301 Tamiami Trail East

Naples, FL 34112
Ron Dillard
(239) 530-5338

Contract Amount: \$1,061,835.55

Contract Date: October 05

Completion Date: June 06

Description: 6,500 LF of 16" Diameter Water Main & 1,250 LF of 18" Diameter Watermain in the U.S. 41 ROW

Project: Bay Point Water and Wastewater Systems Improvements
FKAA Project #'s 2203-03 & 4005-00
DNH Project #710-04

Owner: FLORIDA KEYS AQUADUCT AUTHORITY
1100 Kennedy Drive
Key West, FL 33041
Jim Reynolds (305) 296-2454

Engineer: Boyle Engineering Corp
4415 Metro Parkway, Suite 404
Fort Myers, FL 33916
Alfred J. Mittle (239) 278-7996

Contract Date: April 2004

Completion Date: September 2005

Contract Amount: \$5,591,535.27

Project Description: Installed 5,000 LF of watermains, 15,000 LF of vacuum main, a US1 Bridge Crossing, and a \$2,100,000.00 Waste Water Treatment Plant. All of this work was in the Florida Keys and included US 1 FDOT right-of-way work.

Project: City of Layton Wastewater Management System
Project # 6701863
DNH Project #900-05

Owner: FLORIDA KEYS AQUADUCT AUTHORITY
1100 Kennedy Drive
Key West, FL 33041
Jim Reynolds (305) 296-2454

Engineer: Brown & Caldwell (Part of Design Build Team)

Contract Date: March 2005

Completion Date: March 2006

Contract Amount: \$2,301,000

Project Description: Installed gravity sewer including pump stations for the City of Layton in the Florida Keys. Work included 7,000 LF of forcemain along US 1 FDOT right-of-way.

Project: Naval Air Station – Repair Storm Water & Sanitary Sewer Systems – NAF, Key West
Contract N62467-03-0282
DNH Project #825-03

Owner: U.S. Department of the Navy
P.O. Box 9018
NAF, Key West, FL 33040
Jeannette Sweeting, Supervisor Contract Specialist
(305) 293-2841
David Franklin
(843) 820-5733

Contract Amount: \$3,654,654.00

Contract Date: November 2003

Completion Date: December 2004

Description: Remove, Replace, Install new Storm Water & Sanitary Sewer Systems on various Naval Properties

Project: Naval Air Station – Replace Sewer – Trumbo Point – NAF, Key West
Contract N62467-01-X-0387
DNH Project #880-01

Owner: U.S. Department of the Navy
P.O. Box 9018
NAF, Key West, FL 33040
Jeannette Sweeting, Supervisor Contract Specialist
(305) 293-2841
David Franklin
(843) 820-5733

Contract Amount: \$1,859,155.00

Completion Date: November 2002

Project: Sanitary Sewer Rehabilitation for Service District F & G
DNH Project #1125-00

Owner: City of Key West
525 Angela Street
Key West, FL 33040
David Fernandez (305) 292-5600

Engineer: CH2M Hill
3011 S.W. Williston Road
Gainesville, FL 32608-3928
Joe Castronovo (352) 335-7991

Contract Date: July 7, 2000

Contract Amount: \$6,994,597.15

Project Description: Installed approximately, 23,550 L.F. of 8", 1,870 L.F. of 10", 1,625 L.F. of 12", 2,325 L.F. of 15" and 45 L.F. of 20" of sanitary sewer and related appurtenances.

Completion Date October 2002

Project: Naval Air Station – Lift Station Transmitter System- Sigsbee Park – NAS, Key West
Contract N62467-01-C-2766
DNH Project #880-01

Owner: U.S. Department of the Navy
P.O. Box 9018
NAF, Key West, FL 33040
Jeannette Sweeting, Supervisor Contract Specialist
(305) 293-2841
David Franklin
(843) 820-5733

Contract Amount: \$529,514.50

Completion Date: September 2002

Project: Interior Electric Renovation at East Martello Tower
Monroe County, FL
DNH Project #840-02

Owner: Monroe County, Florida

Contract Date: August 21, 2002

Contract Amount: \$69,000.00

Completion Date: September 2002

Project: Naval Air Station – Replace Sewer – Truman Annex – NAS, Key West
Contract N62467-01-X-0370
DNH Project #825-01

Owner: U.S. Department of the Navy
P.O. Box 9018
NAF, Key West, FL 33040
Jeannette Sweeting, Supervisor Contract Specialist
(305) 293-2841
David Franklin
(843) 820-5733

Contract Amount: \$1,276,321.00

Completion Date: August 2002

Project: Sanitary Sewer Rehabilitation for Service District C
DNH Project #1025-99

Owner: City of Key West
525 Angela Street
Key West, FL 33040

David Fernandez (305) 292-5600

Engineer: CH2M Hill
3011 S.W. Williston Road
Gainesville, FL 32608-3928
Joe Castronovo (352) 335-7991

Contract Date: January 5, 2000

Contract Amount: \$6,291,463.36

Project Description: Installed approximately 425 L.F. of 6", 25,050 L.F. of 8", 425 L.F. of 10", 1,700 L.F. of 12", 400 L.F. of 15" and 1,350 L.F. of 20" of sanitary sewer and related appurtenances.

Completion Date: March 2002

Project: City of Key West Pump Station A Rehabilitation and Force Main
DNH Project #01-1225

Owner: City of Key West
525 Angela Street
Key West, FL 33040
David Fernandez (305) 292-5600

Engineer: Allen Perez, P.E.
(305) 292-0642

Contract Date: March 23, 2001

Contract Amount: \$941,759.00

Completion Date: December 2001

Project: Flagler Interceptor, Phase II Sanitary Sewer Rehabilitation
DNH Project #925-99

Owner: City of Key West
525 Angela Street
Key West, FL 33040
Ed Doty (305) 292-5600

Engineer: CH2M Hill
3011 S.W. Williston Road
Gainesville, FL 32608-3928
Joe Castronovo (352) 335-7991

Contract Date: March 31, 1999

Contract Amount: \$5,114,565.16

Completion Date: June 2000

Project: Sewer and Water System Improvements – Hilton Haven Sewer and Water Main Extensions P.S. S
DNH Project #915-98

Owner: City of Key West
525 Angela Street
Key West, FL 33040
Ed Doty (305) 292-5600

Engineer: CH2M Hill
3011 S.W. Williston Road
Gainesville, FL 32608-3928
Walter Schwarz (954) 426-4008

Contract Date: December 16, 1998

Contract Amount: \$1,054,397.11

Completion Date: July 1999

Completion Date: 2000

Project: Sanitary Sewer Rehabilitation for Service District E
DNH Project #895-98

Owner: City of Key West
525 Angela Street
Key West, FL 33040
Ed Doty (305) 292-5600

Engineer: CH2M Hill
3011 S.W. Williston Road
Gainesville, FL 32608-3928
Joe Castronovo (352) 335-7991

Contract Date: March 12, 1998

Contract Amount: \$1,814,092.85

Completion Date: June 1998

Project Description: Replace 15,700 L.F. of Sanitary Sewer, new manholes, and sanitary sewer service laterals.

Project: Removal of Debris on the Atlantic Ocean side of Grassy Key
F.D.O.T. #6006
DNH Project #1500-98

Owner: U.S. Government, Federal Department of Transportation

Engineer: Federal Department of Transportation

Contract Amount: \$ 813,958.00

Completion Date: 1999

Work Description: Hurricane Debris Cleanup

Project: Sanitary Sewer Rehabilitation for Service District D & DA
DNH Project #890-98

Owner: City of Key West
525 Angela Street
Key West, FL 33040
Ed Doty (305) 292-5600

Engineer: CH2M Hill
3011 S.W. Williston Road
Gainesville, FL 32608-3928
Joe Castronovo (352) 335-7991

Contract Date: March 12, 1998

Contract Amount: \$1,054,188.59

Completion Date: August 1998

Project: Marco Island 12" & 14" Raw Water Main Replacement at Raw Water Pump Station
Project No. 97CS739
DNH Job #870-97

Owner: Florida Water Services
1000 Color Place
Apopka, FL 32703
(407) 880-0058

Engineer: Florida Water Services
P.O. Box 609520
Orlando, FL 32860
(407) 880-0058

Contract Date: October 21, 1997

Final Contract Amount: \$197,970.00

Completion Date: March 13, 1998

Brief Project Description: 1,500 Feet of 24" Ductile Iron Watermain
To replace existing 12" and 14" Lines

Project: Pump Station Rehabilitation Pump Stations B, C, D, DA, E and F
City of Key West, Florida Project No. SS 9435
CH2M Hill Project No. FLW20064.PR
DNH Project #620-95

Owner: City of Key West, Florida
525 Angela Street
Key West, FL 33040
Contact: Roland Flowers (305) 292-8200

Contract Date: April 28, 1995
Contract Amount: \$3,213,186.58
Engineer: CH2M Hill, Inc.
800 Fairway Drive, Suite 350
Deerfield Beach, FL 33441
Contact: Walter Schwarz (954) 426-4008

Completion Date: December 1996

Project Description: Constructed Sanitary Sewer Lines, Forcemain and Wastewater Pumping Stations

Project: Carver/River Park Stormwater Retention Pond
Bin No. 96Q07
DNH Project Number: 655-96

Owner: City of Naples - Engineering Division
735 Eighth Street South
Naples, FL 34102
(239) 434-4655

Engineer: City of Naples - Engineering Division
735 Eighth Street South
Naples, FL 34102
Contact: Ron Wallace (239) 434-4655

Contract Date: June 21, 1996

Final Contract Amount: \$75,942.47

Completion Date: August 2, 1996

Brief Project Description: Excavate and install prefabricated underground storm water retention unites, maximizers, in park area. Cover with fill material and sod storm inlets.

Project: Watermain System Upgrade, Greene Street
FKAA #2084-93
DNH Job #1460-95

Owner: Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida
(305) 296-2454

Contract Amount: \$ 79,089.00

Engineer: Florida Keys Aqueduct Authority

Completion Date: April 5, 1996

Work Description: Construction of Watermain Upgrades on Greene Street

Project: Miami River Canal Sanitary Sewer Improvement Project -Miami, Florida
Miami-Dade Contract No. S-412, Divisions 1, 2 and 3

DNH Project #785-94

Owner: Metropolitan Dade County
3575 S. LeJeune Road
Miami, FL 33133
(305) 669-7475

Contract Date: January 18, 1994

Contract Amount: \$2,425,688.75

Engineer: Miami-Dade Water and Sewer Department
4200 Salzedo Street
Coral Gables, FL 33146
Contact: Dennis Maddox (305) 669-7475

Completion Date: December 1995

Project: Southwest District Wastewater Transmission System
Installation of Wastewater Force Main S.W. 127 Avenue - S.W. 72 Street
Miami, Florida
Miami-Dade Contract No. S-605B, Divisions 2 and 3
DNH Project #800-95

Owner: Metropolitan Dade County
3575 S. LeJeune Road
Miami, FL 33133
(305) 669-7475

Contract Date: February 7, 1995

Contract Amount: \$2,459,042.50

Engineer: Miami-Dade Water and Sewer Department
4200 Salzedo Street
Coral Gables, FL 33146
Contact: Dennis Maddox (305) 669-7475

Completion Date: August 1995

Project: Regional Water Supply Project #1134, Bid Package #12
South System Transmission Main - AB (Water Main)
BCOES Project #H-09-93-12-OF
DNH Project #900-94

Owner: Broward County Board of Commissioners
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Contact: Joe Tanacredi (305) 831-0983

Contract Amount: \$5,165,133.97

Engineer: Montgomery Watson
1776 N. Pine Island Road, Suite 200
Plantation, FL 33322-5223
Contact: Armando Sampedro (305) 472-0300

Completion Date: March 1995

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ _____

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

hereinafter called the PRINCIPAL, and Hartford Accident and Indemnity Company

a corporation duly organized under the laws of the State of CT

having its principal place of business at Hartford, CT

_____ in the State of CT

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

hereinafter called the OBLIGEE, in the sum 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 present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for ST-0906, UNITED ST STORMWATER MITIGATION PROJECT, THREE (3) KEY WEST INTERSECTIONS, UNITED AND SIMONTON, UNITED AND WHITEHEAD, CATHERINE AND WHITEHEAD, 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:

ST-0906, UNITED ST STORMWATER MITIGATION PROJECT, THREE (3) KEY WEST INTERSECTIONS, UNITED AND SIMONTON, UNITED AND WHITEHEAD, CATHERINE AND

WHITEHEAD, Key West, Florida.

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the 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 14th day of October, 2009.

PRINCIPAL Douglas N. Higgins, Inc.

By Kelly A. Wilkie
KELLY A. WILKIE, VICE-PRESIDENT

SURETY Hartford Accident and Indemnity Company

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

Dale A. Belis

Dale A. Belis
FL Resident Agent
Sedlin & Co. 2001 NW 107th Ave.
Miami, FL 33172 Tel: 305 691 0090

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

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:**

Dan Hines, Heather M. Johnson, Judy K. Macklem, Carol J. Youngs
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.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 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.



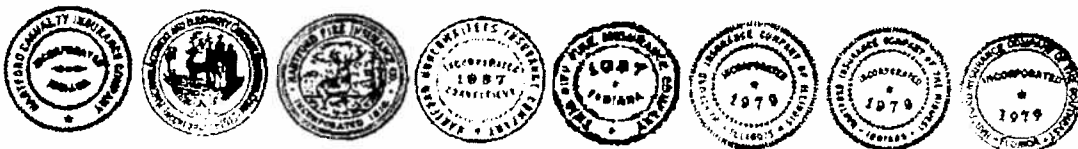
CERTIFICATE

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 October 14, 2009.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

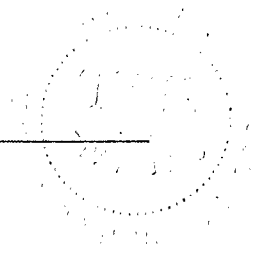
ANTI-KICKBACK AFFIDAVIT

Michigan
STATE OF ~~FLORIDA~~)
Washtenaw : SS
COUNTY OF ~~MONROE~~)

7
1

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

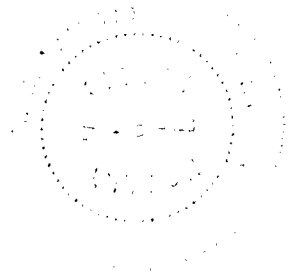
By: *Kelly A. Wilkie*
KELLY A. WILKIE, VICE-PRESIDENT



Sworn and subscribed before me this *14th* day of *OCTOBER*, 2009

Michigan
NOTARY PUBLIC, State of ~~Florida~~ at Large
James H. Sweet
JAMES H. SWEET
My Commission Expires:

7



JAMES H. SWEET
Notary Public, Washtenaw County, MI
My Commission Expires April 1, 2011

**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, UNITED
ST. STORMWATER Mitigation project # ST 0906

2. This sworn statement is submitted by DOUGLAS N. HYPPIUS, 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. WICKIE
(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).

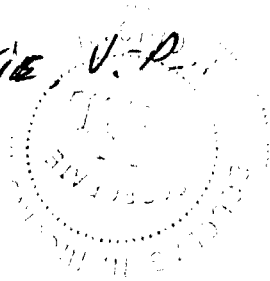
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 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) KELLY A. WILKIE, V.P.
14 October 2009
 (date)



STATE OF MICHIGAN
 COUNTY OF WASHTENAW

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

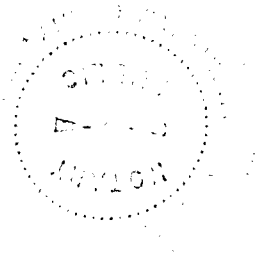
KELLY A. WILKIE who, after first being sworn by me, affixed s/her
 (name of individual signing)

signature in the space provided above on this 14 day of October, 2009.

My commission expires:

JAMES H. SWEET
 Notary Public, Washtenaw County, MI
 My Commission Expires April 1, 2011

James H. Sweet
 NOTARY PUBLIC
JAMES H. SWEET



CITY OF KEY WEST INDEMNIFICATION FORM

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

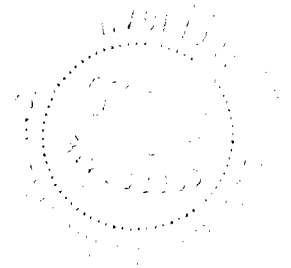
These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel 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.
3390 TRAVIS PTE. RD., STE. A
ANN ARBOR, MICHIGAN 48108
(734) 996-9500

SEAL:



Address

Kelly A. Wilkie
Signature

KELLY A. WILKIE
Print Name

VICE PRESIDENT
Title

DATE:

14 October 2009

Prohibited Interests Form and Notice

I Kelly A. Wilkie Vice-PRES., certify that neither Douglas N. Higgins, Inc.
(Printed Name) (Title) (Company Name)

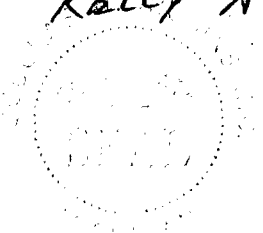
nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, The City of Key West, with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

Kelly A. Wilkie
Signature
KELLY A. WILKIE



BDDER'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. Experience record included. [✓]
7. Proposal 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 shall demonstrate possession of required licenses and certificates to bid the job. [✓]
11. Proposal submitted intact with the volume entitles "proposal" and Contract Forms, 2 originals and 12 CD-ROMS. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]
13. Bidder submitted FDOT pre-certification paperwork [✓]
14. Bidder signed and submitted the suspension and debarment certification [✓]
15. Bidder signed and submitted non-collusion declaration and compliance with 49CFR29 form. [✓]
16. Bidder signed and submitted the Prohibited Interests Form [✓]

ATTACHMENT B: 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. October 14, 2009

By Kelly A. Wilkie

Authorized Signature/Contractor

Kelly A. Wilkie, Vice-President

Typed Name/Title

Douglas M. Higgins, Inc.

Contractor's Firm Name

3390 Travis Pointe Rd. Suite A

Street Address

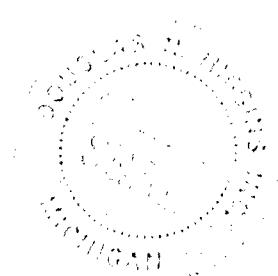
Ann Arbor, MI 48108

Building, Suite Number

City/State/Zip Code

(734) 996-9500

Area Code/Telephone Number



ATTACHMENT H: NOT APPLICABLE

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only:</p> <p>year _____</p> <p>quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	

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

Form DEP 55-221 (01/01)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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

Form DEP 55-221 (01/01)

ATTACHMENT: I

FORM 575-000-13
RIGHT OF WAY - 05/01

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: October 14, 2009

I, Kelly A. Wilkie, hereby
declare that I am Vice-President of Douglas N. Higgins, Inc.
Of Ann Arbor Michigan
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(1)(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: (Seal)

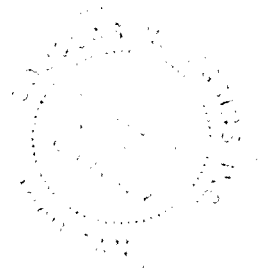
BY: Kelly A. Wilkie Vice-President WITNESS: Sam H. Sweet
NAME AND TITLE PRINTED

BY: Kelly A. Wilkie WITNESS: R. Suzanne Hawler
SIGNATURE

Executed on this 14th day of October, 2009

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

*****Note SUBMIT ATTACHMENT: I, with the bid proposal*****



**United St Stormwater Mitigation Project
Three (3) Key West Intersections
United and Simonton
United and Whitehead
Catherine and Whitehead**

Pre-Bid Resolution

The Bidder / Contractor must read, understand, and acknowledge that the following changes and/or additions to the General Specifications for the City of Key West have been made for the Project.

This resolution must be submitted with your bid. Address any questions you have to the CITY, or Perez Engineering.

1. Project duration; **one hundred twenty (120) consecutive calendar days;** by the CITY.
2. The Following FDOT LAP Specs are part of the contract documents, the bidder shall include the requirements in his LUMP SUM Costs.
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 - b) Asphalt (Section 334)
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 - d) Landscaping (Section 580)
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4. Contractor shall be responsible to complete all grant requirements required for the project. The contractor shall attend a grant pre-construction meeting and progress meetings with the city grant administrator every 30 days.
5. Certified payrolls are required and shall be completed and turned in to the city grant administrator. Contractor shall ensure that certified payrolls are complete and checked for accuracy. Payroll not approved by the grant administrator and returned shall be returned in 3 days. The owner shall increase retention above 10% if contractor is consistently tardy or turns in incomplete or incorrect payrolls
6. Certified payrolls must be submitted within 7 days after the contractor's regular payment date of the payroll period
7. The Contractor shall submit with the monthly pay application the "Construction Compliance Certificate with Specifications and Plans".
8. The CITY and Engineer, their officers, agents, and employees shall be named as additional insured's on the Contractor's and any subcontractor's Liability Insurance

policies for any claims arising out of work performed under this Contract.

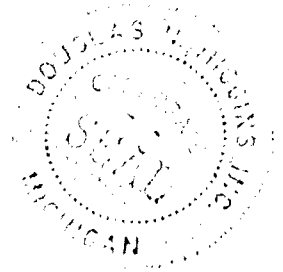
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10. Baffle boxes requiring catch basin grates – USF # 4160-6611 galvanized; cost shall be included in the bidder's proposal. Note; all grates are required to be galvanized.
11. Submit for approval and provide ADS Pipe Adapter flexible watertight connection for ADS Corrugated HDPE Pipe to storm structures, or ADS Pipe Adapters meeting the requirements of ASTM F 2510 and ASTM C 1478 for watertight flexible connections. Components shall be salt water resistance.
12. The city shall receive in electronic copies (PDF) of the contractor's daily reports; submitted monthly with the pay request.
13. An added fixed fee of 15% for general overhead and profit shall be allowed for the Contractor (5% Subcontractor) actually executing the Cost Reimbursement work. A 5% fixed fee shall be allowed the Contractor for the administrative handling of portions of the work that are executed by an approved Subcontractor. No additional fixed fee will be allowed for the administrative handling of work executed by a Subcontractor of a Subcontractor, unless by written permission from the Owner.
14. *Warranty shall be in effect for Five years and shall be covered by bond. During this period any leaks in the system shall be repaired using a Hydro Active Grout system or equal as approved by the city; leaks shall not be repaired using cement and hydro, this method is completely unacceptable.*
15. Maintenance of Traffic shall be maintained at all construction sites until the work is either completed or any open trenches have been properly covered and all equipment is properly stored. Contractor shall maintain MOT signs in good repairs and lighted at all times. The city inspector shall stop work if MOT is not properly maintained; there shall not be any additional cost to the city for this downtime.
16. CONTRACTOR shall notify all residents and proprietors adjacent to construction site of work to be performed, more specifically the notice shall state the day and time construction will begin, the name and phone number of the CONTRACTOR, the City Project Coordinator's name and phone number, and the reason for construction. Notice shall be given a minimum of 72 hours in advance of construction and testing. Additional Notice shall be given for each phase of work in the intersection, if no work has been performed for more than two weeks in the intersection. (I.E. Well Drilling; Well Structure / Catch basins pipe installation; pavement) **Submittal:** Notice; for approval.
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18. Trench Zone Geo-textile Fabric shall be installed for the gravity wells construction; contractor shall use the detail provided in the outfall structure plans.

19. 24" PVC pipe in well.
20. Wells are 120 feet deep, 60 VF cased, from top of casing invert to bottom of well casing; contractor shall not install 60 LF and then cut to invert after installation of baffle box, there shall be 60 VF of casing after cutting the invert.
21. 57 Stone will be used for backfill not 89.
22. Contractor is required to repair all surfaces that are damaged during the project, even if they are out of the project area (i.e. curb along street that is not planned to be replaced, but damaged due to Equipment Operation.)
23. Miscellaneous concrete and aesthetics repairs to match the new concrete to the existing property lines, planters, buildings etc. shall be incidental to Sidewalk, and Curbs installation.
24. Contractor testing required
 - a. Water Tightness
 - b. Well Step Down Pumping Test (well step down testing shall be performed within limitations of the city sewer system)

I have read and understand the above listed requirements for this project

Kelly A. Wilkie
Signature

Kelly A. Wilkie
Name



ATTACHMENT H: NOT APPLICABLE

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only:</p> <p>year _____</p> <p>quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p> <p>_____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	

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

Form DEP 55-221 (01/01)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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

Form DEP 55-221 (01/01)

ATTACHMENT: I

FORM 575-080-13
RIGHT OF WAY - 05/01

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
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BID LETTING OF: October 14, 2009

I, Kelly A. Wilkie, hereby
declare that I am Vice-President of Douglas N. Higgins, Inc.
Of Ann Arbor Michigan
(NAME) (TITLE) (FIRM)
(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 State Project.

I further declare that:

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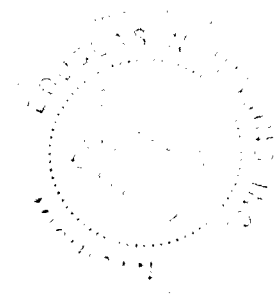
BY: Kelly A. Wilkie Vice-President WITNESS: John A. Savest
NAME AND TITLE PRINTED

BY: Kelly A. Wilkie WITNESS: R. Suzanne Hawder
SIGNATURE

Executed on this 14th day of October, 2009

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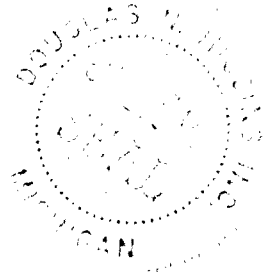
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 - b. Well Step Down Pumping Test (well step down testing shall be performed within limitations of the city sewer system)

I have read and understand the above listed requirements for this project

Kelly A. Wikie
Signature

Kelly A. Wikie
Name



ATTACHMENT B: 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. October 14, 2009
By Kelley A. Wilkie
Authorized Signature/Contractor
Kelley A. Wilkie, Vice-President
Typed Name/Title
Douglas N. Higgins, Inc.
Contractor's Firm Name
3390 Travis Pointe Rd. Suite A
Street Address
Ann Arbor, MI 48108
Building, Suite Number
City/State/Zip Code
(734) 996-9500
Area Code/Telephone Number



