

RESOLUTION NO. 16-355

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) AWARDING THE BID OF DOUGLAS N. HIGGINS, INC., IN RESPONSE TO ITB 028-16 FOR THOMPSON FISH HOUSE WALL RESTORATION AT KEY WEST HISTORIC SEAPORT IN THE AMOUNT OF \$587,010.00; AUTHORIZING NECESSARY BUDGET TRANSFERS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 28, 2016, four bids were opened in response to ITB 028-16, Thompson Fish House Wall Restoration at Key West Historic Seaport, with Douglas N. Higgins, Inc. submitting the lowest responsive bid; and

NOW, THEREFORE, BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That the bid of Douglas N. Higgins, Inc., in response to ITB 028-16, in an amount not to exceed \$587,010.00, is hereby awarded.

Section 2: Funds are budgeted in the Key West Bight Building Fund - Account #405-7503-575-6200 (Project KB1301 - Thompson Fish House Structural Repairs).

Section 3: That the City Manager is authorized to enter into a contract in conformity with the bid documents upon the advice and consent of the City Attorney.


Section 4: 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 Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 15th day of November, 2016.


Authenticated by the presiding officer and Clerk of the Agency on November 16, 2016.

Filed with the Clerk November 16, 2016.

Chairman Craig Cates	<u>Yes</u>
Vice Chair Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


CRAIG CATES, CHAIRMAN

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

3140 Flagler Ave Key West, FL 33040 (305) 809-3792

EXECUTIVE SUMMARY

TO: Community Redevelopment Agency

FROM: Key West Bight Management District Board
Karen Olson, Deputy Port & Marine Services Director

DATE: October 18, 2016

SUBJECT: Approving award for ITB #028-16 Key West Historic Seaport
(KWHS) Thompson Fish House Wall Restoration

ACTION STATEMENT

Resolution approving the award for Invitation to Bid (ITB) #028-16 KWHS – Thompson Fish House Wall Restoration to D.N. Higgins, Inc. and authorize the City Manager to execute the contract in the amount of \$587,010.

BACKGROUND

Thompsons Fish House is a concrete and reinforced steel building that was constructed in 1918.

In 1999 a new foundation and wall system was poured inside the historic structure. The roof structure was then moved to the inner structure to take stress off of the aging concrete.

The exterior and historic concrete continued to decay and in 2012 structural shoring was installed.

In April of 2015 a task order was issued (Resolution #15-175) to Bert Bender & Associates Architects to provide full Architectural Services including design, permitting and construction documents and construction services including submittal review and construction oversight and as-built drawings.

The Key West Bight Management District Board approved this item at their October 12, 2016 meeting.

PURPOSE & JUSTIFICATION

The Thompson Fish House has been shored up since 2012 to provide structural support to the exterior walls. This project will provide the required rehabilitation, reconstruction and stabilization needed to preserve this historic structure.

ITB #028-16 was advertised on August 8, 2016 seeking bids from qualified individuals or firms for wall restoration of Thompson Fish House.

MEMORANDUM

Four (4) responses were received on September 28, 2016:

- | | |
|---------------------------------|----------------|
| 1. D.N. Higgins, Inc. | \$ 587,010.00 |
| 2. Bella Construction, Inc. | \$ 665,525.34 |
| 3. DL Porter Constructors, Inc. | \$ 882,393.00 |
| 4. Sea Tech, Inc. | \$1,078,926.00 |

All bids were reviewed by Seaport Staff and D.N. Higgins, Inc. was determined to be the lowest responsive bidder.

FINANCIAL IMPACT

Funds will be used from the Key West Bight Building Fund account #405-7503-575-6200 (KB1301 – Thompson Fish House Structural Repairs). Upon approval, a purchase order will be issued to D.N. Higgins, Inc. in the amount of \$587,010.

RECOMMENDATION

Key West Bight Management District Board recommends approving the award for ITB #028-16 KWHS – Thompson Fish House Wall Restoration to D.N. Higgins, Inc. and authorize the City Manager to execute the contract in the amount of \$587,010.

INTEROFFICE MEMORANDUM

To: Karen Olson, Deputy Port and Marine Services Director
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk *Cheryl Smith / sp4*
Date: September 28, 2016
Subject: **KEY WEST HISTORIC SEAPORT THOMPSON FISH HOUSE WALL
RESTORATION; BID 028-16**

The following bids were opened Wednesday, September 28, 2016 at 3:00 p.m. in response to the above referenced project.

- | | | | |
|----|--|--------|----------------|
| 1. | Bella Construction of Key West, Inc.
35 Diamond Drive
Key West, FL 33040 | Total: | \$665,525.34 |
| 2. | Douglas N. Higgins, Inc.
3390 Travis Pointe Road
Suite A
Ann Arbor, MI 48108 | Total: | \$587,010.00 |
| 3. | D. L. Porter Constructors, Inc.
6574 Palmer Park Circle
Sarasota, FL 34238 | Total: | \$882,393.00 |
| 4. | Sea Tech of the Florida Keys, Inc.
131 Palomino Horse Trail
Big Pine Key, FL 33043 | Total: | \$1,078,926.00 |

BID FORM

To: City of Key West, Florida
Address: 3126 Flagler Avenue, Key West, Florida 33040
Project Title: **KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION**
Project No.: ITB #012-16

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

Company Name: Douglas N. Higgins, Inc.
Contact Name & Telephone #: Paul Waters 305-797-1019
Email Address: Paulw@dnhiggins.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents, 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 Bid 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 the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that

time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within one hundred-twenty (120) calendar days, including construction of the foundation and assembly of the structure.

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 at the rate of \$500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, 4.
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts.

The Bidder agrees that the lump sums represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.



KEY WEST HISTORIC SEAPORT

201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION
ITB #012-16**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

General Notes and Clarifications:

The project ITB number has been corrected as follows:

**KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION
ITB #028-16**

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

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

Douglas N. Higgins, Inc.
3390 Travis Pointe Rd., Ste. A
Ann Arbor, MI 48108

Phone 734-996-9500 Fax 734-996-8480

Kelly A. Wilkie
Signature

Name of Business



KEY WEST HISTORIC SEAPORT

201 William Street
Key West, FL 33040

ADDENDUM NO. 2

**KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION
ITB #028-16**

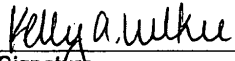
The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

Supplementary Information:

Attached permit SAJ-2014-01813 (NW-JMH) is made part of this project. The contractor awarded ITB #028-16 must comply with all of the special and general conditions and any project specific condition of its authorization.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Douglas N. Higgins, Inc.
3390 Travis Pointe Rd., Ste. A
Ann Arbor, MI 48108
Phone 734-996-9500 Fax 734-996-8480

Name of Business



KEY WEST HISTORIC SEAPORT

201 William Street
Key West, FL 33040

ADDENDUM NO. 3

**KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION
ITB #028-16**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

Questions and Clarifications:

1. Is there any "As-Built" Drawings showing the recently built interior concrete wall?

Attached is a wall section for the interior wall (Attachment "A"). This is not an as-built drawing and is to be used only for informational purposes only.

2. Is there a Bonding Agent between the newer concrete wall and old historic wall?

We cannot confirm if a bonding agent was used between the two existing walls. A bonding agent is required for the new construction and is noted in the structural wall sections.

3. Is there any below the floor access within the Fish House? If the New Tremie Wall is to be continuous, we'll need a way to access the inside forms / remove this formwork.

There is an access hole in the east side storage room.

4. In order to relocate the Electrical Meter, will we need to extend the feeder lines?

That will depend on how you plan this work, i.e., this is a methods and means issue.

5. Is there any sequence requirements for these repairs?

There is no specific sequence since the newer existing shotcrete wall is load bearing and supported by its own concrete beam and pier system.

6. How will the customers access the Dock master's Office during the replacement of the entry ramp / porch roof?

It is the contractor's responsibility to maintain access to the Dockmaster Office during construction.

7. 120 day project duration is too aggressive considering site access and continuing business operations. We recommend 240 day project schedule to allow for sequencing.

The project duration will be one hundred-eighty (180) consecutive days.

8. Can the Ready-Mix Concrete Truck and Concrete Trailer Pump drive and park on the existing Concrete Pier?

Yes.

9. The existing Porch Roof is Corrugated Metal. The plans show new 5-V Crimp Metal Roof. Please confirm HARC will allow 5-V Crimp Metal.

Install 5-V Crimp roofing per plan.

10. Plans specify "Laminated" Impact Glass. Energy Code may require Lo E glass to keep out the solar heat gain. Please confirm if this will be Lo E glass or typical Clear Impact Glass?

Provide low E laminated impact glass.

11. Are there any Structural Connections between the Fish House and the Wooden Dock Structure? If so, what details will we follow for replacement?

Currently the wooden dock structure is independent of the Fish House and not attached to it. The intent of our drawings is to keep it that way.

12. Will there be any waterproofing and/or paint on the "New Board Formed Concrete Wall"?

No.

13. Will there be any Window Sills on the Interior or Exterior sides of the windows? How will we waterproof and seal the concrete to window frame transition?

Yes, waterproofing is required.

14. Will there be a Structural Shoring required to support the existing Roof Structure?

No, the roof structure is completely supported by the newer shotcrete wall which is supported by its own concrete beam and pier system.

15. Will the Concrete Tremie Wall require "Anti-Washout" Concrete Admixture?

The Tremie concrete will be placed underwater and will require "Anti-Washout" properties as well as self-levelling properties required for Tremie concrete placed underwater.

16. Please specify structural requirements to Re-Frame existing Entry Deck Ramps and Landing?

The new ramp at the dockmaster entry will consist of new wood decking to match the existing dock decking on pressure treated wood sleepers at 16" O.C. on the existing wood decking. Attach the new decking to the new sleepers with 2-#12 stainless steel deck screws at each plank at each sleeper. Attached sleepers to existing decking with 1-#12 stainless steel deck screw at every existing plank.

17. Please specify IPE decking and fastener requirements.

All "IPE" wood decking will be- premium grade IPE, 5/4"x6" surface four sides, eased edge, at least partially air dried, wood decking dock boards shall be full length boards. Provide 1/8" spacing between all boards. Attach deck boards with 2-#12 stainless Steel deck screws at each plank at each sleeper.

18. Please confirm Longshoreman's Insurance will be required for ALL Contractors including Mechanical, Electrical, Plumbing, Roofing and Painting contractors.

The contract requires Longshoreman's Insurance coverage be maintained for the duration of the project.

19. The Door Schedule widths don't match the Floor Plan dimensions (Door #2 & #3). Please confirm the correct size of these openings.

Door #2 Width 32" Height 80 3/4" with 24" wide sidelite

Door #3 Two panels width 42" height 80 3/4"

20. Spec section 03300 shows "Crushed rock or washed gravel equal to 3/4" and with a maximum size of number 4." Smaller 3/8" aggregate is required in order to pump the concrete. Please confirm the 3/8" aggregate is acceptable.

3/8" aggregate is acceptable.

21. Spec section 03300 reads "Do not use concrete that has stood for over 30 minutes after leaving the mixer, or concrete that is not placed within 60 minutes after water is first introduced into the mix." Please note, the batching process takes about 25 minutes and the commute to the jobsite is another 35 minutes. Therefore, All Ready-Mix Concrete will be over the 60 minutes.

The concrete needs to be placed within 90 minutes and the temperature needs to be maintained below 100 degrees F. The concrete may be re-dosed once at the site with admixtures to maintain workability, slump and Tremie concrete qualities.

22. Will any Wood Dock Beams or Deck Joist need to be removed in order to access the Tremie Wall? If so, what will be required to re-install these items?

The existing wooden dock structure is independent of the Fish House and not attached to it. If the decking needs to be removed to install the forms, they need to be reattached with 2-#12 stainless steel deck screws at each plank at each dock joist.

23. Please list all areas / items which are to be painted? Will the 1x8 T&G Porch Roof get painted? Will the new Porch Roof Joists be painted? Will the existing 10" diameter Wood Piles be painted? What about the existing Barn Doors and Sliding Shutters?

Paint all new wood components, except for barn doors and shutters.

24. Please specify structural attachments for the Window Shutter Tracks and Water Heater Enclosure.

Install Window Shutter Tracks in accordance with manufacturer's recommendations. Re-attach Water Heater Enclosure in the same fashion as it is currently attached.

25. What is the project budget?

\$650,000

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Kelly A. Welch
Signature

Douglas N. Higgins, Inc.
3390 Travis Pointe Rd., Ste. A
Name of Business 48108
Phone 734-996-9500 Fax 734-996-8480



KEY WEST HISTORIC SEAPORT

201 William Street
Key West, FL 33040

ADDENDUM NO. 4

**KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION
ITB #028-16**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

Questions and Clarifications:

1. Concrete containing an anti-washout admixture is the fastest setting concrete we deal with. This concrete will need to be complete out of the mixer within minutes of the anti-washout being introduced to the mix. It cannot be pumped at a slow pace over the 200+ foot span of dock at the pier.

The Tremie Concrete mix will require anti-washout properties but not necessarily an anti-washout admixture. A FDOT drilled shaft Tremie Concrete mix to be placed in sea water without an anti-washout admixture should be adequate. The Tremie Concrete should have enough anti-washout properties for our purposes.

2. What is the width and length of the Access Hatch within the Building? What is the depth of water below the hatch?

The Contractor shall field verify his access requirements. The existing access is approximately 2' x 2'. The depth of water varies with the tide. See Sheet A2.1.

3. Does the New Reinforced Concrete Wall need a Sealer or Waterproof Coating to Protect the Reinforcing Steel from Corrosion? If so, where do we include this value on the bid form?

No sealer is required.

4. The Ready-Mix Concrete Manufacturer is concerned the Anti-Washout Admixture will create major issues within the Concrete Pump and possibly harden within the Ready-Mix Truck. Due to the limited 48" vertical drop, we recommend eliminating this admixture.

See response to item 1 above.

5. The "Restored East Elevation" on sheet A4.1 shows 3.5" Board Formed Wall. The existing wall currently has a combination of 3.5" and 5.5" reveals. Additionally, this transition between the 3.5" and 5.5" takes place in the middle of the wall. Are we to match the historic wall exactly?

Yes, match the historic pattern and field verify with the Architect prior to demolition.

6. The placement of the new windows don't match in details 2 and 3 on sheet A8.0. Please confirm if the window will be installed within the existing openings or split between the 2 walls.

This will be confirmed on site based on field conditions.

7. "CGI Window Header and Sill" Detail on sheet A8.0 doesn't show any Window Sills... Will the New Exterior Wall have a Finished Exterior Sill or Sloped Concrete to promote drainage?

Sloped concrete.

8. Additionally, if there is No Interior Window Sill, how will we conceal the transition between the Window and Sill?

Use a wood interior window sill.

9. Please confirm the intent of the plans are to completely remove and replace the existing Tremmie Wall full depth 48" below the Exterior Wall.

The existing Tremie Concrete wall transitions from a thick wall to a thinner wall above approximately 6'-0" below the wood dock elevation. The existing exterior concrete wall needs to be removed from this elevation up as shown on the drawings and a new wall placed. Tremie Concrete will only be required for this lower thicker wall as shown on the drawings.

10. Section 102 on sheet S2.1 show "New Tremmie Concrete - 4'-0" Field Verify". What needs to be field verified? If the existing Tremmie Wall has voids below this elevation, are we responsible to fill these voids?

The existing Tremie Concrete wall transitions from a thick wall to a thinner wall above approximately 6'-0" below the wood dock elevation. This elevation was not surveyed but was field measured from below the dock on a painter's barge with a tape. This dimension is approximate and needs to be field measured. During field survey operations, no voids were observed in the lower thicker Tremie Concrete wall but if voids are encountered, they should be filled with Tremie Concrete.

11. The New Exterior Wall can only be accessed from the Finished "Board Formed" side. Please confirm it will be acceptable to have imperfect areas at each of our bird's mouth Pump-Spouts.

Some Imperfections will be acceptable subject to the Architect's review and approval.

12. In order to install a continuous Turbidity Curtain, we'll need to run this barrier from the southwest to the southeast corners of the Fish House. Please confirm no boats will be parked along this area for the duration of the project.

The Contractor will coordinate this requirement with the Dockmaster.

13. Page 12 of the bid form shows "Foundation". Please confirm this will be the value associated with the Tremmie Wall.

Yes

14. Where do we include the value of the Stainless Steel Hurricane Hardware on the bid form, "Foundation"?

Contractor to include value in appropriate/associated bid form line item.

15. Existing barn door, door track and associated hardware to be removed from South building face, stored and reinstalled following restoration.

16. Mandatory Pre-Bid sign-in sheet is attached.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 4** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Kelly A. McKee
Signature

Douglas N. Higgins, Inc.
Name of Business

BID SCHEDULE

**KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION**

LUMP SUM BID PRICE

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

1. Mobilization, General Conditions, Permit Fees, Bonds and Demobilization

1 LS \$ 130,000.00

2. Demolition (includes all labor, equipment and disposal for a complete product)

1 LS \$ 28,310.00 CM

3. Concrete Walls (includes all labor, equipment and material for a complete product)

1 LS \$ 227,000.00

4. Porch Roof & Enclosures (includes all labor, equipment and material for a complete product)

1 LS \$ 74,000.00

5. Foundation (includes all labor, equipment and material for a complete product)

1 LS \$ 115,200.00

6. Mechanical, Electrical & Plumbing (includes all labor, equipment and material for a complete product)

1 LS \$ 12,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 6 \$ 587,010.00

Five Hundred Eighty Seven Thousand and Ten Dollars & Zero Cents
(amount written in words)

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND
BASIS OF AWARD

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

ALL WORK EXCEPT ELECTRICAL ESTIMATED COST \$525,010.00

[illegible]

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:

Electrician
Portion of Work

NEARSHORE Electric
Name
5680 1st Avenue Key West FL 33040
Street City State Zip

Portion of Work

Name
Street City State Zip

Portion of Work

Name
Street City State Zip

Portion of Work

Name
Street City State Zip

SURETY

Hartford Accident & Indemnity Co. whose address is
1290 Asylum Avenue, Hartford, CT 06115
Street City State Zip
(888) 244-3488 Dale Belis
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Douglas N. Higgins, Inc. doing business
at 3390 Travis Pointe Rd., Ste. A
Ann Arbor, MI 48108
Phone 734-996-9500 Fax 734-996-8480
Street City State Zip
matt.d@dnhiggins.com
email address

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

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

Name

Title

President - Douglas N. Higgins
Vice-President - Daniel Higgins, Brandy Bartolone
Secretary - Sandra Garrison, Tamara Ludwig

Treasurer, Vice-Pres., Secretary - Kelly Wilkie

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed
and its seal affixed by its duly authorized officers this 28th day of September
2016.

(SEAL)

Douglas N. Higgins, Inc.
Name of Corporation

By Kelly A. Wilkie

Title Vice-President

Attest Sandra K. Harrison
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (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

* * * * *

FLORIDA BID BOND

BOND NO. 35BCSH

AMOUNT: \$ 5%

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 One Hartford Plaza, T-4, Hartford, CT 06155

in the State of CT

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

Key West Historic Seaport, City of Key West

hereinafter CITY OF KEY WEST 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 Thompson Fish House Wall Restoration, 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 CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #012-16

KEY WEST HISTORIC SEAPORT

TTHOMPSON FISH HOUSE WALL RESTORATION

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 28th day of September, 2016.

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

Hartford Accident and Indemnity Company
SURETY

By Dawn Radabaugh
Attorney-In-Fact Dawn Radabaugh, FL Resident
Agent

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HYLANT GROUP INC
Agency Code: 21-211417

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

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

Heather M. Johnson of Ann Arbor MI, Susan Hurd of Dublin OH, Vicki S. Duncan of Toledo OH,
Monica Mills, Kristie A. Pudvan, Dawn Radabaugh of LAKE MARY, Florida

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

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 September 28, 2016
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

ANTI-KICKBACK AFFIDAVIT

STATE OF Michigan)

: SS

COUNTY OF Washtenaw

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

Sworn and subscribed before me this 28th day of September 2016

Sandra K Garrison

NOTARY PUBLIC, State of ~~Florida~~ ^{Michigan} at Large

My Commission Expires: 1-10-2020

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

My Commission Expires January 10, 2020

* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for ITB 028-16
City of Key West Historic Seaport

2. This sworn statement is submitted by Douglas N. Higgins, Inc.
(name of entity submitting sworn statement)
3390 Travis Pointe Rd., Ste. A
whose business address is Ann Arbor, MI 48108
Phone 734-996-9500 Fax 734-996-8480

and (if applicable) its Federal Employer Identification Number (FEIN) is 38-1807765

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

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

and my relationship to the entity named above is Vice-President

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

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

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

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

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

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

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

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

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

Kelly A. Wikke
(signature)

9/28/16
(date)

STATE OF Michigan

COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 28th day of September, 2016.

My commission expires: 1-10-2020

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

Sandra K Garrison
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

Douglas N. Higgins, Inc.
3390 Travis Pointe Rd., Ste. A
Ann Arbor, MI 48108

CONTRACTOR:

SEAL:

Address Phone 734-996-9500 Fax 734-996-8480

Kelly A. Wilkie
Signature

Kelly A. Wilkie
Print Name

Vice - President
Title

DATE:

9/28/16

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Michigan)

: SS

COUNTY OF Washtenaw

I, the undersigned hereby duly sworn, depose and say that the firm of _____

Douglas N. Higgins, Inc.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: Kelly A. Wilne

Sworn and subscribed before me this 28th day of September 2016.

Sandra K Garrison

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 1-10-2020

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

--*-*-*

CONE OF SILENCE AFFIDAVIT

STATE OF Michigan)

: SS

COUNTY OF Washtenaw)

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

By: Kelly A. Wilkie

Sworn and subscribed before me this

28th day of September 2016.

Sandra K. Garrison

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 1-10-2020

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

* * * * *

N/A

LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

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

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

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

Business Name

Phone:

Current Local Address:

Fax:

(P.O. Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

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

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

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood ☒
2. All blank spaces in Bid filled in black ink. ☒
3. Total and unit Prices added correctly. ☒
4. Addenda acknowledged. ☒
5. Subcontractors are named as indicated in the Bid. ☒
6. Experience record included. ☒
7. Bid signed by authorized officer. ☒
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond. ☒
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☒
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☒
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☒
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification ☒
Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification;

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name DOUGLAS N. HIGGINS (CGC) CtlNbr:0018021
Location Addr MOBILE SERVICE - COUNTY
Lic NBR/Class 17-00032000 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 15, 2016. Expiration Date: September 30, 2017
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

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

ANN ARBOR MI 48108

Oper: KEYWELD Type: CC Drawer: 1
Date: 8/16/16 54 Receipt no: 25208
2017 32000
OR LIC OCCUPATIONAL RENEWAL
Trans number: 1.00 \$325.00
OK CHECK 15750 3088506
\$325.00
Trans date: 8/16/16 Time: 8:06:38

**2016 / 2017
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2017**

Business Name: DOUGLAS N HIGGINS INC
Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS
Mailing Address: 5509 5TH AVE #3
KEY WEST, FL 33040
Business Location: 5509 5TH AVE 3
KEY WEST, FL 33040
Business Phone: 305-292-7889
Business Type: CONTRACTOR (GENERAL CONTRACTOR)

RECEIPT# 30140-62369

Employees 5

STATE LICENSE: CGC060189

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

Paid 000-15-00021639 09/16/2016 20.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2017**

Business Name: DOUGLAS N HIGGINS INC
Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS
Mailing Address: 5509 5TH AVE #3
KEY WEST, FL 33040
Business Location: 5509 5TH AVE 3
KEY WEST, FL 33040
Business Phone: 305-292-7889
Business Type: CONTRACTOR (GENERAL CONTRACTOR)

RECEIPT# 30140-62369

Business Location: 5509 5TH AVE 3
KEY WEST, FL 33040

Business Phone: 305-292-7889
Business Type: CONTRACTOR (GENERAL CONTRACTOR)

Employees 5

STATE LICENSE: CGC060189

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

Paid 000-15-00021639 09/16/2016 20.00



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

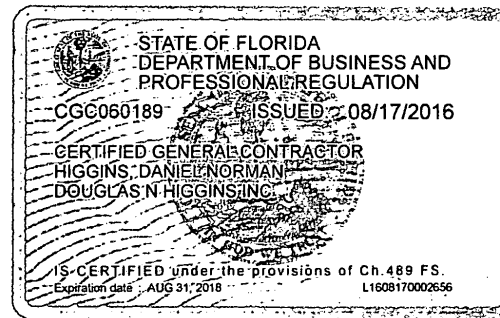
(850) 487-1395

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
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 barbecue restaurants, and they keep Florida's economy strong.

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

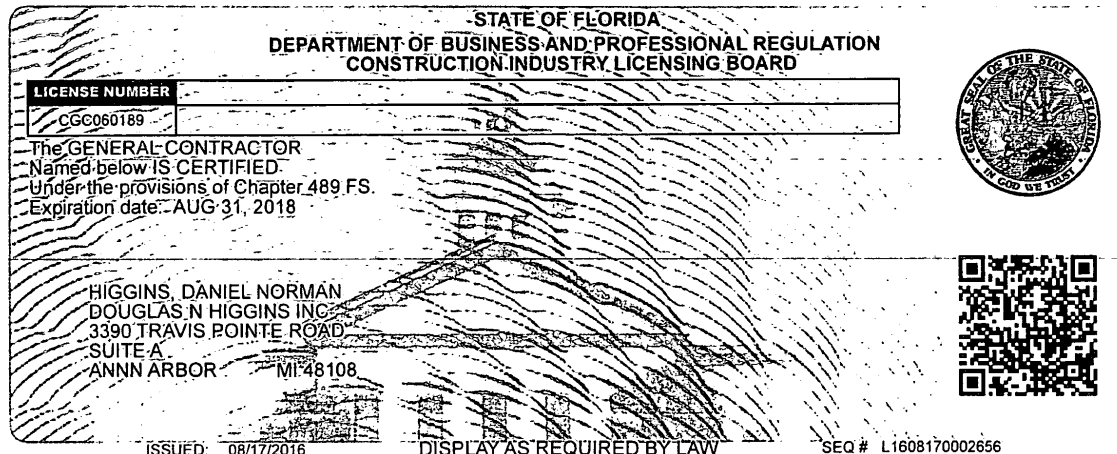
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



State of Florida

Department of State

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

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 7, 2016, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2016*



Ken Detjen
Secretary of State

Tracking Number: CC4525079233

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

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

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of
Douglas N. Higgins, Inc., a Michigan corporation, hereby
certifies that the following resolution was duly adopted by
the Board of Directors of said corporation at a meeting held
on July 1, 2016 and that said resolution is in full force
and effect:

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

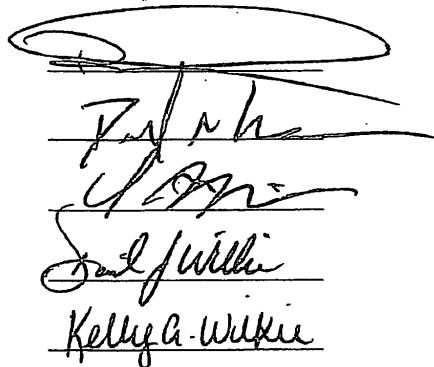
Brandy L. Bartolone

Daniel N. Higgins

Douglas N. Higgins

David J. Wilkie

Kelly A. Wilkie



Kelly A. Wilkie
Kelly A. Wilkie
Secretary

Dated: July 1, 2016