

RESOLUTION NO. 14-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF DOUGLAS N. HIGGINS, INC., FOR CONSTRUCTION OF THE FORT STEET PARKING LOT (PROJECT #TR-1201) IN THE AMOUNT OF \$347,924.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 18, 2013, two responsive bids were opened for the Construction of the Fort Street Parking Lot, Project No. TR-1201, with Douglas N. Higgins, Inc. submitting the lowest bid; and

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

Section 1: That the bid of Douglas N. Higgins, Inc. in the amount of \$347,924.00 is hereby awarded, and 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 2: That funds for this project are budgeted for FY 2014 in account 101-4303-543-6300.

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 22 day of January, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on 23 day of January, 2014.

Filed with the Clerk on January 23, 2014.

Mayor Craig Cates	<u>Absent</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>



MARK ROSSI, VICE MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

MEMORANDUM

TO: Bogdan Vitas, Jr., City Manager
FROM: Elizabeth Ignoffo, Permit Engineer
CC: E. David Fernandez, Assistant City Manager
Mark Finigan, Assistant City Manager
Doug Bradshaw, Senior Project Manager
DATE: November 27, 2013
SUBJECT: Awarding the bid for Construction of the Fort Street Parking Lot, Project No. TR-1201, to Douglas N. Higgins, Inc., in the amount of \$347,924.00.

ACTION STATEMENT:

This resolution will approve award of the Fort Street Parking Lot Construction Project to Douglas N. Higgins, Inc., in the amount of \$347,924.00, for construction of 46 vehicle parking spaces, including two ADA accessible spaces, 14 scooter spaces, landscape and lighting improvements, and the parking area stormwater drainage system.

The low base bid, submitted by Douglas N. Higgins, Inc., is \$347,924.00.

STRATEGIC PLAN:

Key West Strategic Plan 2011 Infrastructure Goal #5 to make destinations and resources accessible to residents and visitors is advanced by this project to construct a parking lot in an area with insufficient parking facilities to meet the demand of residents and visitors.

BACKGROUND:

Perez Engineering and Development, Inc. was tasked with design of Fort Street Parking Lot, under Task Order 11-1002 for the amount of \$18,550.00.

On September 18, 2013, two bids were opened by the City Clerk. Both bids were determined to be responsive to the Invitation to Bid. The low base bid, \$347,924.00, was submitted by Douglas N. Higgins, Inc. A summary of the received bids follows:

D.N. Higgins, Inc.	\$347,924.00
Charley Toppino & Sons, Inc.	\$384,642.60

PURPOSE & JUSTIFICATION:

The Fort Street Parking Lot Construction Project will provide of 44 standard vehicle parking spaces, two ADA accessible parking spaces, and 14 scooter parking spaces to serve the Bahama Village neighborhood and Truman Waterfront Park, where vehicle parking is in high-demand and a shortage of parking spaces exists for residents and tourist to the area. Additional vehicle parking spaces will improve quality of life and facilitate access to the park, athletic field, and area attractions.

OPTIONS:

1. The City Commission could approve award of the contract to the low bidder, Douglas N. Higgins, Inc., for construction of the Fort Street Parking Lot in the amount of \$347,924.00, and authorize the City Manager to execute a contract with the low bidder in conformity with the bid documents upon the advice and consent of the City Attorney.
2. The City Commission could elect to not approve award of the contract.

FINANCIAL IMPACT:

Fort Street Parking Lot Construction Project No. TR-1201 is fully funded from account 101-4303-543-6300 Infrastructure, carry forward amount \$397,770.00.

RECOMMENDATION:

City Staff recommends the City Commission select Option 1; approve award of the low bid, \$347,924.00 from Douglas N. Higgins, Inc., and authorize the City Manager to execute a contract with the low bidder upon the advice and consent of the City Attorney; and authorize the expenditure of funds for the project.

CONTRACT AGREEMENT

This Contract, made and entered into 5th day of MARCH 2014,
by and between the City of Key West, Florida, hereinafter called the "Owner", and Douglas N. Higgins, Inc., hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for FORT STREET PARKING LOT, TR-1201, Key West, Florida to the extent of the Proposal made by the Contractor, dated the 18th day of September, 2013, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, PERFORMANCE and PAYMENT BONDS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of the Construction Drawings for the FORT STREET PARKING LOT PROJECT, dated July 17, 18 and 19, 2012, and including PLANTING PLAN, dated 2.22.13, and Sheet E-1, dated November 28, 2011, are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

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

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

It is agreed that the Contract, based upon the BID for the FORT STREET PARKING LOT PROJECT, shall be substantially complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor 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 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	\$278
Over \$50,000 but less than \$250,000	\$388
\$250,000 but less than \$500,000	\$566
\$500,000 but less than \$2,500,000	\$1,148
\$2,500,000 but less than \$5,000,000	\$1,914
\$5,000,000 but less than \$10,000,000	\$2,514

It is agreed the Contract, Base of the BID, shall be fully complete within two hundred (200) consecutive calendar days, as to be determined in the Notice to Proceed.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

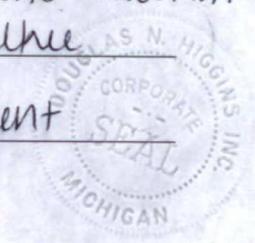
5th day of MARCH 5, A.D., 2014.

CITY OF KEY WEST

By [Signature]
 Title CITY MANAGER

CONTRACTOR: DOUGLAS N. HIGGINS, INC.

By Kelly a. Wilkie
 Title Vice-President



APPROVED AS TO FORM

[Signature]
 Attorney for Owner

* * * * *

PERFORMANCE BOND

BOND NO. 35BCSGQ6936
AMOUNT: \$ 347,924.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Douglas N. Higgins, Inc., with offices at 3390 Travis Pointe, Suite A, Ann Arbor, MI 48108, hereinafter called the CONTRACTOR (Principal), and Hartford Accident and Indemnity Company with offices at One Hartford Plaza, T-4, Hartford, CT 06155 a corporate duly organized and existing under and by virtue of the laws of the State of CT hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST**, represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

Three Hundred Forty-Seven Thousand Nine Hundred Twenty-Four & 00/100 (\$ 347,924.00), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated MARCH 5, 2014, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

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

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

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this day of February 17, 2014, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR Douglas N. Higgins, Inc.

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

(SEAL)

ATTEST Sandra K. Gariso

SURETY Hartford Accident and Indemnity Company

By: Heather M. Johnson
Heather M. Johnson
Attorney in Fact

(SEAL)

ATTEST Junger Bittel
TR-1201

PAYMENT BOND

BOND NO. 35BCSGQ6936
AMOUNT: \$347,924.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Douglas N. Higgins, Inc., with offices at 3390 Travis Pointe, Suite A, Ann Arbor, MI 48108, hereinafter called the CONTRACTOR (Principal), and Hartford Accident and Indemnity Company

with offices at One Hartford Plaza, T-4, Hartford, CT 06155

a corporate duly organized and existing under and by virtue of the laws of the State of CT

hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST**, represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

Three Hundred Forty-Seven Thousand Nine Hundred Twenty-Four and 00/100 (\$ 347,924.00), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for Project: ITB#13-024 Fort St. Parking Lot attached hereto, with the CITY, dated MARCH 5, 2014, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or

indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

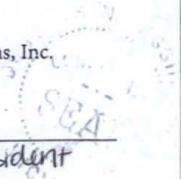
AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said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

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this day of February 17, 20 14, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR Douglas N. Higgins, Inc.

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



(SEAL)

ATTEST Sandra K. Garrison

SURETY Hartford Accident and Indemnity Company

By: Heather M. Johnson
Heather M. Johnson
Attorney in Fact

(SEAL)

ATTEST Heather M. Johnson

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 35-350851

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

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

Heather M. Johnson, Joel E. Speckman, Terri Mahakian, David Harlock
of
Ann Arbor, MI

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

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



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

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

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



Gary W. Stumper

Gary W. Stumper, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor MI 48105	CONTACT NAME:	
	PHONE (A/C, No, Ext): 734-741-0044	FAX (A/C, No): 734-741-1850
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :Continental Insurance Company		35289
INSURER B :Continental Casualty Company		20443
INSURER C :Valley Forge Insurance Co		20508
INSURER D :Greenwich Insurance Company		22322
INSURER E :		
INSURER F :		

INSURED HIGGI-5
Douglas N. Higgins, Inc.
3390 Travis Pointe, Suite A
Ann Arbor MI 48108

COVERAGES CERTIFICATE NUMBER: 1553559679 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	U1061922047	12/10/2013	12/10/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	U1061922033	12/10/2013	12/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			U1061922050	12/10/2013	12/10/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC161922016	12/10/2013	12/10/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional/ Pollution			PEC0025095	12/10/2013	12/10/2014	2,000,000 4,000,000 Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job - ITB #13-024 Fort Street Parking Lot.
Additional Insureds for General Liability and Automobile Liability, as required by written contract - City of Key West, Florida, its officers, agents and employees. Waiver of subrogation in favor of City of Key West, its officers, agents, employees applies to Workers' Compensation, General Liability and Automobile Liability. Umbrella policy follows form over General Liability, Automobile Liability and Employers' Liability. A 30 day prior written notice of any insurer initiated cancellation, except non-payment of premium, will be given. A 10 day prior written notice will be given in the event of non-payment of premium.

CERTIFICATE HOLDER City of Key West, Florida P.O. Box 1409 Key West FL 33041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER
U 1061922047

INSURED NAME AND ADDRESS
DOUGLAS N HIGGINS INC.
3390 TRAVIS POINTE RD STE A

ANN ARBOR, MI 48108

POLICY CHANGES
NOTICE OF CANCELLATION

This Change Endorsement changes the Policy. Please read it carefully.
This Change Endorsement is a part of your Policy and takes effect on the
effective date of your Policy, unless another effective date is shown.

IT IS HEREBY AGREED AND UNDERSTOOD THAT IN THE EVENT OF MATERIAL
CHANGE IN COVERAGE OR CANCELLATION OF THE POLICY BY THE INSURING
COMPANY, A THIRTY (30) DAY ADVANCE WRITTEN NOTICE SHALL BE GIVEN TO
THE FOLLOWING, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM.

BLANKET CERTIFICATE HOLDERS

000010


Thomas F. Holman
Chairman of the Board

Joshua Kantor
Secretary

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30 DAYS
2. Notice will be mailed to:

CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041

400000015 000110200 10/01/03

POLICY NUMBER: U1061922033

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Douglas N. Higgins, Inc.
Endorsement Effective Date: 12-10-13

SCHEDULE

Name(s) Of Person(s) Or Organization(s): CITY OF KEY WEST, FLORIDA
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

000008

202003080800011402670766



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
- b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- 3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- 4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- 2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

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- (1) Owned by an "insured"; and
- (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
 - 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.
 - 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.
 - 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract

in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution in Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less,

under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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POLICY NUMBER
U 1061922050

INSURED NAME AND ADDRESS
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE RD STE A
ANN ARBOR, MI 48108

POLICY LIMITS OF INSURANCE

Each Incident: \$10,000,000 Aggregate: \$10,000,000

RETAINED LIMIT

Retained Limit: \$10,000

SCHEDULE OF UNDERLYING INSURANCE

Underlying Insurer Policy Number Policy Period	Underlying Insurance	Coverages	Limits of Insurance
Continental Insurance Company 1061922047 Eff: 12/10/2013 to 12/10/2014	General Liability	Each Occurrence Limit General Aggregate Limit Applies per location Applies per project Products/Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000
Continental Casualty Company 1061922033 Eff: 12/10/2013 to 12/10/2014	Automobile Liability	Combined Bodily Injury and Property Damage Liability: Each Accident Limit -----or----- Bodily Injury Liability: Each Person Limit Each Accident Limit Property Damage Liability: Each Accident Limit	\$1,000,000 ----- \$ \$ \$
Valley Forge Insurance Co. 1061922016 Eff: 12/10/2013 to 12/10/2014	Employers Liability	Bodily Injury By Accident: Each Accident Limit Bodily Injury By Disease: Each Employee Limit Policy Limit	\$500,000 \$500,000 \$1,000,000
Continental Insurance Company 1061922047 Eff: 12/10/2013 to 12/10/2014	Employee Benefit Limit	Each Employee Limit Aggregate Limit	\$1,000,000 \$1,000,000

1. MISCELLANEOUS ADDITIONAL INSUREDS

Section II Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in Paragraphs 2.a. through 2.g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, holstaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Controlling interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners/Other Interests - Land Is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs a. through g. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing. Where

required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

2. EMPLOYEES AS INSURED - HEALTH CARE SERVICES

Paragraph 2.a.(1)(d) of Section II - Who is An Insured is deleted.

3. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II - Who is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.
- c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

B. The last paragraph of Section II - Who is An Insured is deleted and replaced by the following:

Except as provided in Paragraph 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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4. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to Section V – Definitions, the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability is amended to include the following:

Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

D. This provision 4. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply if Section I – Coverage B – Personal And Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement.

5. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of Section III – Limits of Insurance is deleted and replaced by the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under Section – I – Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 5. (Medical Payments) does not apply if Section I – Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(b) of Section I – Coverage C – Medical Payments, is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

6. LEGAL LIABILITY AND BORROWED EQUIPMENT

A. Under Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions, Exclusion j. is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

(1) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

3. Under Section I - Coverage A - Bodily Injury and Property Damage the last paragraph of 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

C. Paragraph 6. Damage To Premises Rented To You Limit of Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under Section - I - Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$200,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph 4.b.(1)(a)(ii) of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

(ii) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision 6. (LEGAL LIABILITY AND BORROWED EQUIPMENT) does not apply if Damage To Premises Rented To You Liability under Section I - Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

7. NON-OWNED WATERCRAFT

Under Section I - Coverage A, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following.

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge.

8. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I - Coverage A - Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:

- 1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. It is rented with a trained, paid crew; and
- 3. It does not transport persons or cargo for a charge.

9. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY

Exclusion e. Contractual Liability of Section I - Coverage B is deleted.

10. SUPPLEMENTARY PAYMENTS

- A. Under Section I - Supplementary Payments - Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500;
- B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

11. LIQUOR LIABILITY

Exclusion c. of Section I - Coverage A is deleted.

12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of Section II - Who Is An Insured is deleted and replaced by the following:

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Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

13. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

15. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

16. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit:

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

17. AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents

under Section I – Coverage C, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the

Residential structure also does not include hospitals or prisons.

21. CONTRACTUAL LIABILITY - RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in Section V - Definitions is replaced by the following:

"Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

22. BLANKET WAIVER OF SUBROGATION

The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

23. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT .

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

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

Endorsement Effective Policy No. WC161922016 Endorsement No.
Insured Premium \$

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations specified in the "written contract"; or

- c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:

- (1) The "written contract" requires you to provide the additional insured such coverage; and
- (2) This Coverage Part provides such coverage.

2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. Required by the "written contract";
- b. Described in B.1. above; or
- c. Afforded to you under this policy.

3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:

- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or

000010

000000000000140000700028



- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties in The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

INTEROFFICE MEMORANDUM

To: Elizabeth Ignaffo, Utilities Permit Engineer
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk
Date: September 18, 2013
Subject: **FORT STREET PARKING LOT; BID #13-024**

The following bids were opened Wednesday, September 18, 2013 at 3:00 p.m. in response to the above referenced project.

- | | | | |
|----|---|--------|--------------|
| 1. | Douglas N. Higgins, Inc.
3390 Travis Pointe Road
Suite A
Ann Arbor, MI 48108 | Total: | \$347,924.00 |
| 2. | Charley Toppino & Sons, Inc.
P O Box 787
Key West, FL 33041 | Total: | \$384,642.60 |

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

BID FORM

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: FORT STREET PARKING LOT

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

Company Name: Douglas N. Higgins, Inc.
Contact Name: Dan Higgins
Address: 3390 Travis Pointe Rd. Suite A Ann Arbor, MI 48108
Telephone: (734) 996-9500 Email: danh@dnhiggins.com

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 for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this 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 Bid Form, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this 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 CITY, 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 as soon as possible after the date of the Notice to Proceed and to fully complete the construction of the ten (10) wells August 15, 2010 and complete all work under this contract within 200 calendar days.

This Contract will automatically expire and be terminated on final acceptance by the CITY.

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 (2012/2013) 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	\$278
Over \$50,000 but less than \$250,000	\$388
\$250,000 but less than \$500,000	\$566
\$500,000 but less than \$2,500,000	\$1,148
\$2,500,000 but less than \$5,000,000	\$1,914
\$5,000,000 but less than \$10,000,000	\$2,514

(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.

GRANT REQUIREMENTS

N/A

UNIT 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.

UNIT PRICE BID
CITY OF KEY WEST

<u>ITEM</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE FIGURES</u>	<u>UNIT PRICE WORDS</u>	<u>TOTAL EXT. AMOUNT FIGURES</u>
1. General					
(a)		Performance and Payment Bonds L.S.	\$ <u>5,700.00</u>	Five Thousand Seven Hundred Dollars	\$ <u>5,700.00</u>
(b)		Mobilization L.S.	\$ <u>9,400.00</u>	Nine Thousand Four Hundred Dollars	\$ <u>9,400.00</u>
(c)		Demobilization L.S.	\$ <u>9,400.00</u>	Nine Thousand Four Hundred Dollars	\$ <u>9,400.00</u>
(d)		General and Supplementary Conditions L.S.	\$ <u>15,600.00</u>	Fifteen Thousand Six Hundred Dollars	\$ <u>15,600.00</u>
(e)		Certified AutoCad As-Built L.S.	\$ <u>4,400.00</u>	Four Thousand Four Hundred Dollars	\$ <u>4,400.00</u>
(f)		Clear and Grub L.S.	\$ <u>5,200.00</u>	Five Thousand Two Hundred Dollars	\$ <u>5,200.00</u>
2. Stormwater Systems (Including Trench, Excavation, & Backfill)					
(a)		18" Exfiltration Trench-Perforated Pipe 200 L.F.	\$ <u>74.00</u>	Seventy Four Dollars	\$ <u>14,800.00</u>
(b)		FDOT Type "D" Ditch Bottom Inlet 2 Each	\$ <u>2,500.00</u>	Twenty Five Hundred Dollars	\$ <u>5,000.00</u>
(c)		Florida Trench Safety Act Compliance			

200 L.F. \$ 5.50 Five Dollars and Fifty Cents \$ 1,100.00

3. Concrete

(a) 6" depth Driveway
375 S.F.
\$ 10.00 Ten Dollars \$ 3,750.00

(b) 4" depth Sidewalk Restoration
950 S.F.
\$ 8.70 Eight Dollars Seventy Cents \$ 8,265.00

(c) FDOT Type "F" Curb & Gutter
170 L.F.
\$ 22.50 Twenty Two Dollars Fifty Cents \$ 3,825.00

(d) FDOT Type "D" Curb
1,245 L.F.
\$ 32.00 Thirty Two Dollars \$ 39,840.00

(e) Parking Bumpers
46 Each
\$ 55.00 Fifty Five Dollars \$ 2,530.00

4. Asphalt Pavement

(a) Asphalt Installation & Material (2" Thick) (110 Lbs / SY / 1" Depth)
220 Ton
\$ 178.00 One Hundred Seventy Eight Dollars \$ 39,160.00

(b) Limerock Base
2,000 S.Y.
\$ 10.50 Ten Dollars Fifty Cents \$ 21,000.00

(a) Pavement Restoration at Curb (FDOT Type "F")
170 L.F.
\$ 26.00 Twenty Six Dollars \$ 4,420.00

5. Pavement Striping (70 Mils Thermoplastic)

- (a) Stop Bars
1 Each.
\$ 195.00 One Hundred Ninety Five Dollars \$ 195.00
- (b) "Stop" Word
1 Each.
\$ 275.00 Two Hundred Seventy Five Dollars \$ 275.00
- (c) 6" White / Blue Parking Stall Striping
1,140 L.F.
\$ 1.40 one Dollar Forty Cents \$ 1,596.00
- (d) Directional Markings
2 Each.
\$ 140.00 One Hundred Forty Dollars \$ 280.00

6. Signage / Fence

- (a) Misc. Signage
8 Each.
\$ 105.00 One Hundred Five Dollars \$ 840.00
- (b) 8' Chain Link & Pedestrian Gate
1 L.S.
\$ 2,800.00 Two Thousand Eight Hundred Dollars \$ 2,800.00

7. Landscaping

- (a) Complete Landscape Scope (Including Removal / Replacement / New Plantings)
L.S.
\$ 27,100.00 Twenty Seven Thousand One Dollars \$ 27,100.00

8. Lighting / Electrical

- (a) Complete Lighting / Electrical Scope (Including Service Connection / Pole Construction / Conduit)
L.S.
\$ 120,598.00 One Hundred Twenty Thousand Five Hundred Ninety Eight Dollars \$ 120,598.00

9. Misc.

- (a) Bicycle Rack (11-Space Ribbon Style)
1 Each
\$ 850.00 Eight Hundred Fifty Dollars \$ 850.00

SUM OF EXTENDED TOTALS

\$ 347,924.00 \$ _____

TOTAL IN WORDS Three hundred Forty Seven Thousand Nine Hundred Twenty Four Dollars

Douglas N. Hugins, Inc.
Name of Firm Submitting Bid

Kelly A. Wilhee
Signature of Bidder

Vice - President
Title

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:

Bella , Concrete , \$ 5,000⁰⁰
Name Type Work Value

Rockland , Key West , FL , 33040
Street City State Zip Code

Affordable or Florida Paving , Asphalt , \$ 40,000⁰⁰
Name Type Work Value

Islamorada/Homestead , FL , _____
Street City State Zip Code

Florida Keys Electric/Near Shore , Electric , \$ 110,000⁰⁰
Name Type Work Value

Key West , FL , 33040
Street City State Zip Code

SURETY

The Bidder is awarded a construction Contract on this Proposal, the Performance and Payment Bonding will be handled in the following manner.

Payment and Performance Bonds will be furnished by a Surety. The Surety who will provide

the Payment and Performance Bonding will be Hartford Accident & Indemnity
whose address is 5445 Corporate Drive

Troy , MI , 48098
City State Zip Code

BIDDER

The name of the Bidder submitting this Proposal is Douglas N. Higgins, Inc.
doing business at

3390 Travis Pointe Rd. Suite A Ann Arbor, MI 48108
Street City State Zip Code

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:

President - Douglas N. Higgins Secretary - Sandra Garrison
Vice-President - Daniel Higgins, Brandy Bartolone,
Kelly Wilkie

If Sole Proprietor or Partnership

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

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 18th day of September, 2013

(SEAL)

Douglas N. Higgins, Inc.
Name of Corporation

By Kelly A. Wilkie

Title Vice-President

Attest Sandra Garrison
Secretary

Information Required of Bidder

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may render the Proposal nonresponsive and may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Telephone Number: (734) 996-9500
2. Contractor's License: CGC060189 General Contractors



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 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!

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

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6307015

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082701996

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

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

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

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, 2013, that its most recent annual report/uniform business report was filed on January 8, 2013, and its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this is
the Eighth day of January, 2013*



Ken Detjmer
Secretary of State

Authentication ID: CC2686222087

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

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

CERTIFICATE OF SECRETARY

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

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

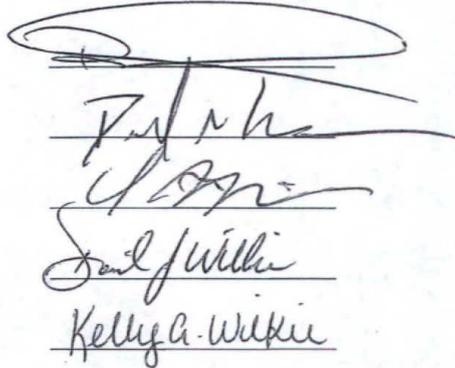
Brandy L. Bartolone

Daniel N. Higgins

Douglas N. Higgins

David J. Wilkie

Kelly A. Wilkie



Handwritten signatures of the listed persons, including a large scribble at the top and signatures for Daniel N. Higgins, Douglas N. Higgins, David J. Wilkie, and Kelly A. Wilkie.

Kelly A. Wilkie
Secretary

Dated: July 1, 2013

Primary Classification: General Contractors
Florida State License No.: CG-C060189

Supplementary classifications held, if any: _____

3. _____
Number of years as a contractor in construction work of this type: 47
4. Names of persons who inspected site of proposed work for your firm:

Name: Paul R Waters
Dates of Inspection: 9-9-13
Name: _____
Dates of Inspection: _____

5. ATTACH TO THIS BID the experience resume of the person who will be designated chief construction superintendent.
6. ATTACH TO THIS BID references and other information sufficiently comprehensive to permit an appraisal of contractor's current financial condition.
7. ATTACH TO THIS BID Contractor's organizational structure, including manpower, to complete the project within the specified limits.
8. ATTACH TO THIS BID Contractor's list of equipment intended for use to complete the project within the specified limits.
9. ATTACH TO THIS BID a list of all construction contracts completed by the Contractor during the last five (5) years involving work of similar type and comparable value. This list shall include the following information as a minimum:

Name, address, and telephone number of Owner

Name of project

Location of project

Brief description of the work involved

Contract amount

Date of completion of contract

Name, address, and telephone number of architect or engineer

Name of the Owner's Construction Manager

Item #5

PAUL WATERS
Construction Manager



Academic & Professional Qualifications:

FDOT Maintenance of Traffic

National safety Council

Confined Space Competent Person

Protocol Construction Safety

Rigging & Fall Protection Competent Person

Protocol Construction Safety

OSHA 30 Hour Construction Competent Person

National Safety Council

QCS Training

US Army Corp of Engineers

OSHA support scaffold Competent Person Training

US Safety

Trenching & Excavation: Competent Person

National Safety Council

Construction Quality Management for Contractors

US Army Corps of Engineers

Management and Law Enforcement Training

Numerous training courses 1978 thru 2006

Michigan Firefighter Certification

Michigan Law Enforcement Certification

GM Major Appliance and Refrigeration Repair Certification

Professional Affiliations:

Past Member and Chairman of UPSET Multi Jurisdictional Drug Enforcement Unit

Past Member and Chairman of the Marquette County Chief of Police Association

Past Member and Chairman of the Iron Town Association

Member of the Michigan Association of Chiefs of Police

Professional History:

Mr. Waters is the Regional Manager for all Florida Keys projects. His responsibilities include construction management, general oversight of the work force including subcontractors, scheduling, submittals, technical oversight, review of plans and specifications. Mr. Waters has extensive experience in the design/building of facilities & transfer/pumping stations with an emphasis on vertical construction, mechanical, plumbing, underground utilities & earthwork.

Key Projects:

- Package Sewer Plant and Vacuum Plant Marlin Bay Project Marathon, Florida
- Duck Key Reclaimed Water Pipeline Project (FKAA) Duck Key, Florida
- Duck Key Reclaimed Water Storage and Pumping Facility (FKAA) Duck Key, Florida

- RO Facility Plant Modification (CO storage & pumping) (FKAA) Stock Island, Florida
- City of Key West Solid Waste Transfer Station (Design Build) Rockland Key, Florida
- Homestead Air Reserve Base (USACOE Project) Pump and Gate Replacement Flood Control System.
- Stormwater Injection Well, Installation of Water & Sewer Main, Force Main Installation, Pump Station Construction, Roadway Reconstruction & Sidewalk Installation Projects City of Key West, Florida
- Pump Station Repowering SFWMD Homestead, Florida

Employment History:

Douglas N. Higgins, Inc.

Regional & Quality Control Manager

(2006 – Present)

City of Negaunee, Mi

City Manager (2004 thru 2005) Retired from City Gov.

Managed the city operations, in charge of the department heads, supervised water, sewer and road construction projects.

City of Negaunee Police Department, Mi

Chief of Police (1989 thru 2004)

Waters Construction, Inc.

Owner – Residential & Commercial Construction

(1984 thru 2002)

References:

Doug Bradshaw, Senior Project Manager

City of Key West

3140 Flagler Ave., Key West, FL 33040

305-809-3792

Andy Patow, Construction Manager

Perez Engineering & Development, Inc.

1010 Kennedy Dr., Suite 400, Key West, FL 33040

305-797-1539

Tyler Davis P.E., Senior Engineer

Mathews Consulting, Inc.

477 S. Rosemary Ave., Suite 330

West Palm Beach, FL 33401

Item #6

DOUGLAS N. HIGGINS, INC.

Officers:

Douglas N. Higgins – President
Brandy L. Bartolone- Vice-President
Daniel N. Higgins – Vice-President

Kelly A. Wilkie – Vice-President, Secretary, Treasurer
Sandra K. Garrison - Secretary
Tamara J. Ludwig – Secretary
David J. Wilkie – Secretary

Bank Reference:

Ann Arbor State Bank
125 West William
Ann Arbor, MI 48104

Contact: Mr. Tim Berry
(734) 761-1475
(734) 418-0584 cell
(734) 213-2474 fax

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

Contact: John Polack
(313) 202-3052
Fax: (313) 202-3048

Bonding:

Hartford Fire Insurance Company
Hartford Plaza
Hartford, CT 06115

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

Trade References:

Michigan

East Jordan Iron Works
P.O. Box #67000, Dept. #59601
Detroit, MI 48267-0596
(800) Manhole (626-4653)
Account # 39180

Michigan CAT
24800 Novi Road
P.O. Box 918
Novi, MI 48375-2414
(734) 349-4800
Account #319072

Niethammer Transport, Inc.
9750 W. Michigan Avenue
Saline, MI 48176
(734) 429-7179

Michigan Pipe & Valve
3604 Page Avenue
Jackson, MI 49203
(517) 764-9750

Florida

HD Supply
501 W. Church Street
Orlando, FL 32805-2247
(305)418-5115
Account #101780000

Ferguson Enterprises, Inc.
2361 N.W. 22nd Street
Pompano Beach, FL 33069
(954) 973-8100
Account # 584

Triple J of Lee County
P.O. Box #7258
Fort Myers, FL 33911-7258
(941) 337-2177
Account #DOU00001

U.S. Pipe & Foundry
P.O. Box 10406
Birmingham, AL 35202
(205) 254-7042 Attn: Mitzi Overstreet
Account # 00093926

**DOUGLAS N. HIGGINS, INC.
REFERENCE 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

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

Kelly A. Wilkie – Vice-President, Secretary, Treasurer
2450 Highridge Circle
Saline, MI 48176

Brandy L. Bartolone – Vice-President
3690 1st Avenue SW
Naples, FL 34117

Sandra K. Garrison
618 Campbell Avenue
Ypsilanti, MI 48198

Tamara J. Ludwig
27541 Garrett Street
Bonita Springs, FL 34135

David J. Wilkie – Secretary
2450 Highridge Circle
Saline, MI 48176

Bank Reference:

Ann Arbor State Bank
125 West William
Ann Arbor, MI 48104

Contact: Mr. Tim Berry
(734) 761-1475
(734) 418-0584 cell

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

Contact: Mr. John Polack
(313) 202-3052

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

TRADE REFERENCES FOR DOUGLAS N. HIGGINS, INC.

Michigan

East Jordan Iron Works
P.O. Box #67000, Dept. #59601
Detroit, MI 48267-0596
(800) Manhole (626-4653)
Account # 39180

Michigan CAT
24800 Novi Road
P.O. Box 918
Novi, MI 48375-2414
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Account #319072

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(305) 418-5115
Account # 101780000

Ferguson Enterprises, Inc.
2361 N.W. 22nd Street
Pompano Beach, FL 33069
(954) 973-8100
Account # 584

Olsen Precast, Inc.
2140 Pondella Road
North Fort Myers, FL 33903
(941) 574-8896
Account # 130508

Triple J of Lee County
P.O. Box #7258
Fort Myers, FL 33911-7258
(941) 337-2177

U.S. Pipe & Foundry
P.O. Box 10406
Birmingham, AL 35202
(205) 254-7042 Attn: Mitzi Overstreet
Account # 00093926

Mem #7

DOUGLAS N. HIGGINS, INC. ORGANIZATION STRUCTURE

Douglas N. Higgins
President

Dan Higgins
Vice-President
Naples, Florida
Florida General
Contractors License

Kelly Wilkie
Vice-President
Ann Arbor, MI
MBA

FLORIDA DIVISION

Regional Manager
Brandy Bartolone
Naples, Florida

Project Managers
Mike Lobello
Marc Lean

Superintendent
Paul Waters (Key West)

Superintendents
Kenneth Fritz
Frank Johnson
Russell Mullen

Florida Laborers & Operators (30 employees)

MICHIGAN DIVISION

Project Engineer Foremen
David Wilkie Ryan Ahrens
Professional Engineer (MI)
MBA

Michigan Laborers & Operator
(11 employees)

Item#8

Douglas N. Higgins - Field Equipment

<u>Model Year</u>	<u>Description</u>	<u>Equipment Category</u>	<u>Location</u>
1996	Case 580 backhoe	Backhoe	MI
1995	Case 580 backhoe	Backhoe	MI
2005	Case 580SM 4wd extendahoe	Backhoe	MI
2001	Caterpillar 420D backhoe	Backhoe	FL
1995	Dynapac CA251D vibratory roller	Compactor	MI
2003	Hudco HC40 vibratory compactor	Compactor	MI
1999	Hudco HC40 vibratory compactor	Compactor	MI
2005	Wacker BPU3050A vibratory plate compactor	Compactor	MI
2005	MBW groundpounder GP5500H vibratory plate compactor	Compactor	MI
2005	Bomag BT 65/4 jumping jack tamper/compactor	Compactor	MI
1998	Bomag 142D vibratory compactor	Compactor	FL
2005	Multiquip-Rammax P24FM vibratory roller	Compactor	FL
2004	Multiquip-Rammax P16FM vibratory roller	Compactor	FL
2004	Bomag BE124 vibratory compactor	Compactor	FL
2006	Intersoll Rand P185WJD compressor	Compressor	MI
2006	Sullair model 185 compressor	Compressor	FL
1997	Caterpillar D6MXL dozer	Dozer	MI
2001	John Deere 450H dozer	Dozer	MI
1998	John Deere 450G dozer	Dozer	MI
2005	John Deere 650J dozer	Dozer	FL
1997	Caterpillar 350L excavator	Excavator	MI
2005	John Deere 225C RTS excavator	Excavator	MI
1998	Caterpillar 312BL excavator	Excavator	MI
1987	Caterpillar 225BLC custom 180 excavator w/hudco	Excavator	MI
1986	Caterpillar 225 excavator w/hudco	Excavator	MI
	Caterpillar 324DL excavator	Excavator	MI
2004	John Deere 225C RTS excavator	Excavator	FL
2003	John Deere 135C excavator	Excavator	FL
2002	John Deere 50ZTS excavator	Excavator	FL
2004	Hitachi excavator	Excavator	FL
2005	John Deere 450C excavator	Excavator	FL
2006	John Deere 75CZ excavator	Excavator	FL
2006	John Deere 50ZTS compact excavator	Excavator	FL
2005	John Deere 50DXFF compact excavator	Excavator	FL
2006	John Deere 50DXFF compact excavator	Excavator	FL
1987	Ford 2910 broom tractor/sweepster	Forklift/tractor	FL
2003	Massey-Ferguson MF451-2 broom tractor	Forklift/tractor	FL
1996	Caterpillar olympian CT60 generator	Generator	MI
2000	Multi-quip 4320-04 20KW generator	Generator	MI
1978	Caterpillar 120G grader	Grader	MI
2002	Spectra precision 1242 laser plane	Laser beam	MI
2001	Spectra precision 1280-S laser beam	Laser beam	FL

<u>Model Year</u>	<u>Description</u>	<u>Equipment Category</u>	<u>Location</u>
2000	Caterpillar 950G loader	Loader	MI
2004	Caterpillar 938G loader	Loader	MI
2001	Caterpillar 924G loader	Loader	MI
1993	Caterpillar 950F loader	Loader	FL
2001	Caterpillar 938G loader	Loader	FL
2002	Caterpillar 928G loader	Loader	FL
2004	John Deere 624J loader	Loader	FL
2001	John Deere 544H loader	Loader	FL
2002	Caterpillar 252 skid steer loader	Loader	FL
1998	Bobcat 873 skid steer loader	Loader	FL
2001	Massey Ferguson 7500 loader	Loader	FL
2005	John Deere 544J loader	Loader	FL
2005	John Deere 544J loader	Loader	FL
1997	Trafcon TC15S solar powered light board	Miscellaneous	MI
2001	Asphalt zipper AZ480 asphalt milling machine	Miscellaneous	FL
2000	Terex RT450 rough terrain crane	Miscellaneous	FL
2005	D & D 6" sludge model 400D sludge pump	Wellpointe/hydraulic trash pump	FL
	McKenna Equipment:		
2005	Movax SP-100 vibratory driver/extractor	Miscellaneous	FL
2004	Caterpillar 330CL excavator	Excavator	FL
2002	Caterpillar 320CL excavator	Excavator	FL

Item #9

<p>Project Name: City County Flow Swap</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 East Tamiami Trail, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Agnoli, Barber and Brundage 7400 Trail Blvd. Naples, Florida 34102 Dominic Amico</p> <p>Contract Date: July 27, 2009 Final Contract Amount: \$132,794.26 Completion Date: September 9, 2009</p> <p>Project Description: Installation of force main, MOV's and valve vaults to two locations which would allow bypass from Collier County to the City of Naples.</p>	<p>Project Name: Collier County Justice Center Muffin Monster</p> <p>Owner - Address - Project Manager - Phone: Collier County Facilities Management Department 3335 Tamiami Trail E., Ste. 101 Naples, Florida 34112 (239) 252-8380</p> <p>Engineer - Address - Phone: Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: March 11, 2009 Final Contract Amount: \$141,568.41 Completion Date: August 7, 2009</p> <p>Project Description: Construction of grinder pump station (vault), installation of muffin monster (grinder/auger assembly), new sanitary sewer and manholes. Replacement of the existing sanitary sewer with a new 12-inch main and a high water alarm system.</p>
<p>Project Name: Pump Station S-6 Gearbox Replacement</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Gerard Flynn</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33408 Michael Millares</p> <p>Contract Date: December 3, 2009 Final Contract Amount: \$2,191,945.00 Completion Date: May 2010</p>	<p>Project Name: Cove Stormwater Pump Station Imp.</p> <p>Owner - Address - Project Manager - Phone: City of Naples Department of Streets and Stormwater 295 Riverside Circle Naples, Florida 34102 (239) 213-5000</p> <p>Engineer - Address - Phone: AECCOM 4415 Metro Parkway Suite 404 Fort Myers, Florida 33916 (239) 278-7996</p> <p>Contract Date: 2/4/08 Award, 3/16/09 NTP Final Contract Amount: \$2,798,870.00 Completion Date: 2/8/10 (Contract)</p>
<p>Project Name: Master Pump Station 305 Rehabilitation</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address: Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: August 11, 2008 Final Contract Amount: \$444,000.00 Completion Date: January 16, 2009</p> <p>Project Description: Fully rehab 2300 GPM Master Pump Station</p>	<p>Project Name: Water Reuse Piping Modifications / Reuse System Upgrade</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Utilities 50 Bald Eagle Drive Marco Island, Florida 34145 Bruce Weinstein 239-389-5000</p> <p>Engineer: Metcalf and Eddy</p> <p>Contract Date: February 10, 2008 Final Contract Amount: \$649,171.67 Completion Date: November 2008</p> <p>Project Description: Rehab 500,000 Gallon Tank and convert potable water facility to reuse storage facility</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: CAT Operations & Administration Center Pump Station and Force Main Connection</p> <p>Owner - Address - Project Manager: Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p>Engineer: O. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p>Contract Date: February 14, 2008 Final Contract Amount: \$133,673.04 Completion Date: May 1, 2008 Project Description: Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.</p>	<p>Project Name: San Marco Master Lift Station</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p>Engineer - Address - Phone:</p> <p>Contract Date: January 2, 2008 Final Contract Amount: \$633,615.61 Completion Date:</p> <p>Project Description: Construct new 800 GPM Master Lift Station</p>
<p>Project Name: Irrigation Quality Water Project</p> <p>Owner - Address - Project Manager: Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Damon Gonzales</p> <p>Engineer - Address - Phone: Anchor Engineering</p> <p>Contract Date: March 14, 2007 Final Contract Amount: \$1,213,474.52 Completion Date: January 15, 2008</p>	<p>Project Name: Golden Gate WWTP and Injection Pump Station</p> <p>Owner - Address - Project Manager - Phone: Florida Governmental Utility Authority 11985 Collier Blvd., Ste. 7 Golden Gate, FL 34116 (239) 455-1583</p> <p>Engineer - Address - Phone: Arcadis 2092 Old Arbor Ct. Sarasota, FL 34232 813-335-1799</p> <p>Contract Date: August 17, 2008 Final Contract Amount: \$2,621,907.78 Completion Date: July 13, 2009 Project Description: Expansion of Golden Gate WWTP which included the construction of a new digester, chlorine contact tank and injection well pump station, modification of clarifiers #1 and #2, installation of surge and annular pressure tanks and appurtenances.</p>
<p>Project Name: Treeline Master Pump Station</p> <p>Owner - Address - Project Manager - Phone: City of Fort Myers 2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, E.I. (239) 332-6318</p> <p>Engineer - Address - Phone: Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Troutaud (239) 334-0046</p> <p>Contract Date: July 1, 2006 Final Contract Amount: \$1,043,805.00 Completion Date: February, 2009 Project Description: Installation of a master pump station located along Treeline Avenue. The project entailed a jack and bore under Treeline Avenue to connect to the existing force main and construction of a 20 foot deep master pump station. A 400 KW generator and odor control unit were also installed.</p>	<p>Project Name: PS S-127 and S-133 Pump Refurbishment and Bearing Replace.</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Teri Swartz</p> <p>Contract Date: April 10, 2008 Final Contract Amount: \$3,947,723.00 Completion Date: July 2010</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Gateway Triangle Stormwater Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Department 2885 Horseshoe Drive Naples, Florida 34104 Shane Cox 239-252-8192</p> <p>Engineer - Address: HDR, Inc. 200 West Forsyth Street Jacksonville, Florida 32202 Laura Phillips</p> <p>Contract Date: November 5, 2007 Final Contract Amount: \$1,021,336.78 Completion Date: July 28, 2008</p> <p>Project Description: Stormwater improvements to existing area - excavation of approximately 34,000 Cy of dirt and grading to form three continuous ponds. Installation of box culverts, sheet piling, concrete ditch pavement and storm drainage structures.</p>	<p>Project Name: Marco Island North Barfield & North Marco Sanitary Sewer District</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p>Engineer - Address - Phone: Boyle Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mill 239-278-7996</p> <p>Contract Date: March 1, 2007</p> <p>Final Contract Amount: North Marco \$4,644,806.99 North Barfield \$7,270,729.37 Completion Date: North Marco May 11, 2008 North Barfield March 24, 2008</p> <p>Project Description: New gravity sewer for over 4 miles (23,540 LF) of an existing residential neighborhood. Sewer was up to 14 feet deep and needed formal dewatering. Also included laterals, cleanouts, transmission main, forcemain, lift stations, and roadway Const. - Concurrently we built the N. Marco Sewer Dist. With an additional 15,685 LF of gravity sewer.</p>
<p>Project Name: NCRWF MLE Bleach Project Phase 2, Mechanical</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail, East, Building H Naples, Florida 34112 Dianna Duerf</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 Jerry Taricska 239-254-2000</p> <p>Contract Date: September 17, 2007 Final Contract Amount: \$336,412.49 Completion Date: June 17, 2008</p> <p>Project Description: Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.</p>	<p>Project Name: Rehabilitation of Master Pump Station 316</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: November 16, 2007 Final Contract Amount: \$765,823.34 Completion Date: June 3, 2008</p> <p>Project Description: Full rehab 800 GPM Master Pump Station</p>
<p>Project Name: Rehabilitation of Master Pump Station 318</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: October 9, 2007 Final Contract Amount: \$789,070.59 Completion Date: June 10, 2008</p> <p>Project Description: Fully rehab 3000 GPM Master Pump Station</p>	<p>Project Name: NCRWTP Chemical Laboratory Ventilation Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Tom Chmelik 239-732-2575</p> <p>Engineer - Address - Phone: TLC Engineering 1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907 Nicholas L. Mancuso 239-275-4240</p> <p>Contract Date: March 13, 2007 Final Contract Amount: \$749,367.87 Completion Date: November 30, 2008</p> <p>Project Description: Replace complete HVAC system including air handler, ductwork, exhaust fans, condenser and rehab fume hoods</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Connection to Water Main - Marco Shores</p> <p>Owner - Address - Project Manager: City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 James Miller</p> <p>Engineer - Address - Phone:</p> <p>Contract Date: April 26, 2007 Final Contract Amount: \$188,000.00 Completion Date: August 31, 2007</p>	<p>Project Name: Collier County NCRWTP AND SCRWTP Sand Separators</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 East Tamiami Trail Naples, Florida 34112 Diana Duerf</p> <p>Engineer - Address - Phone: Hazen and Sawyer</p> <p>Contract Date: December 20, 2007 Final Contract Amount: \$1,453,249.71 Completion Date: July 17, 2009</p> <p>Project Description: Procurement and installation of two automatic self-cleaning sand separators (custom built in Germany) including stainless steel piping, valves, instruments and control panels. Installation of system, which included two, three-chamber pump stations, submersible pumps, venturi flowmeters, etc.</p>
<p>Project Name: SCRWTP Raw Water Transmission Main & Appurtenances for Raw Water Wells 39S, 40S, 41S & 42S</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail, Building H Naples, Florida 34112 Peter Schait</p> <p>Engineer - Address - Phone: Hazen & Sawyer 2101 Coporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz 561-997-8070</p> <p>Contract Date: September 26, 2006 Final Contract Amount: \$1,884,000.00 Completion Date: April 11, 2007 Length of Contract: 210 days</p> <p>Project Description: Installed 3500 LF of 16-inch HDPE raw water transmission main and 3500 LF of Fiber Optic and Electrical ductbanks, and Instrumentation and Control Facilities at the four new water well facilities. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of pigging stations and electrical enclosures.</p>	<p>Project Name: Decommissioning of Pelican Bay Wastewater Treatment Plant</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Hazen and Sawyer 2101 Corporate Boulevard, Suite 303 Boca Raton, Florida 33431 Kurt Pfeiffer 561-997-8070</p> <p>Contract Date: February 8, 2006 Final Contract Amount: \$72,500.00 Completion Date: July 30, 2006</p>
<p>Project Name: Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Claude Nesbitt</p> <p>Engineer - Address - Phone: Wilson Miller, Inc. 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Peger 800-649-4336</p> <p>Contract Date: March 30, 2006 Final Contract Amount: \$162,723.43 Completion Date: February 28, 2007</p>	<p>Project Name: Reclaimed Water Aquifer Storage and Recovery</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Alicia Abbott</p> <p>Engineer - Address: Water Resource Solution 1388 Colonial Boulevard Fort Myers, Florida 33907 Lloyd Horvath</p> <p>Contract Date: April 5, 2006 Final Contract Amount: \$4,658,515.28 Completion Date: June 6, 2007</p> <p>Project Description: Installed a deep injection well for the storage of reclaimed water coming from Collier County water treatment plants. The Owner will have full capability to recover this reclaimed water for market and/or use for their own irrigation needs.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Tigortall Sewer District Wastewater Collection System Expansion</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p>Engineer - Address - Phone: Boyle Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p>Contract Date: March 7, 2006 Final Contract Amount: \$2,920,703.33 Completion Date: December 21, 2006</p> <p>Project Description: New gravity sewer for over 2 miles (11,600 LF) in and existing developed neighborhoods. Sewer was up to 14 feet deep and needed formal dewatering. Included laterals, cleanouts, transmission main, forcemain and a 15 foot deep Lift Station. The lift station included a precast wet well, submersible sewage pumps, a control panel, electrical, and startup testing.</p>	<p>Project Name: Pads for MBR and Equipment</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p>Engineer - Address - Phone: CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p>Contract Date: March 13, 2006 Final Contract Amount: \$183,000.00 Completion Date: May 13, 2006</p>
<p>Project Name: Rosemary Park Paving & Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: O. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p>Contract Date: April 5, 2006 Final Contract Amount: \$831,805.33 Completion Date: November 1, 2006</p>	<p>Project Name: Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p>Engineer - Address: Wilson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p>Contract Date: May 2, 2006 Final Contract Amount: \$193,287.00 Completion Date: July 19, 2006</p>
<p>Project Name: Dortch Ave. Drainage & Paving Impvs. Hampton Street Sidewalk Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: O. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p>Contract Date: March 15, 2006 Final Contract Amount: \$316,400.50 Completion Date: August 1, 2006</p>	<p>Project Name: Lehigh Acres Interconnect with The City of Fort Myers</p> <p>Owner - Address - Project Manager - Phone: Florida Governmental Utility Authority 1229 Homestead Rd. N. Lehigh Acres, FL 33936 (239) 368-1615</p> <p>Engineer - Address - Phone: Malcom Pimm, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-5550</p> <p>Contract Date: June 15, 2006 Final Contract Amount: \$2,884,382.00 Completion Date: April 2007</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Pump Station 109 and 113 Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Sandy Sidhar</p> <p>Engineer - Address - Phone: O. Grady Minor & Associates 3900 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: February 8, 2006 Final Contract Amount: \$1,229,561.25 Completion Date: September 29, 2006</p>	<p>Project Name: Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p>Engineer - Address - Phone: CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p>Contract Date: May 23, 2006 Final Contract Amount: \$9,787,283.47 Completion Date: January 17, 2007</p>
<p>Project Name: Appurtenances For Wells RO 101N and 102N</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schall</p> <p>Engineer - Address - Phone: Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz</p> <p>Contract Date: May 24, 2005 Final Contract Amount: \$597,000.00 Completion Date: January 27, 2006 Length of Contract: 240 days Project Description: This project was to install two complete wellhead facilities. The work included structural concrete, mechanical, electrical, fiber optic line connections, and I & C. The raw water pipe size was greater than 12 inches.</p>	<p>Project Name: Construction of Wells 35 & 36</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Howard Brogdon</p> <p>Engineer - Address - Phone: Camp Dresser & McKee, Inc. 9311 College Parkway, Suite 1 Fort Myers, Florida 33919 Adam Sobolewski 239-432-9494</p> <p>Contract Date: August 16, 2005 Final Contract Amount: \$998,980.97 Completion Date: January 30, 2006 Length of Contract: 120 days Project Description: This project was to install two complete wellhead facilities and install over 1000 LF of 24" PVC Raw Water pipe. The work included structural concrete, mechanical, electrical, fiber optic line connections, ductbank, and I & C.</p>
<p>Project Name: 12th Avenue Interconnect Booster PS</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schall</p> <p>Engineer - Address - Phone: Hazen and Sawyer 1905 South 25th Street, Suite 103 Fort Pierce, Florida 34947 Albert Muniz</p> <p>Contract Date: August 8, 2005 Final Contract Amount: \$1,083,000.00 Completion Date: October 31, 2006</p>	<p>Project Name: NCWRF Rebuild filter Set 1 Clean and Paint Filter Beds</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Gullani</p> <p>Engineer - Address - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Gullani</p> <p>Contract Date: March 1, 2005 Final Contract Amount: \$354,817.00 Completion Date: September 14, 2005</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: SCWRF Rehabilitation Piping Odor Control Modifications</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Vaughn Williams</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 E. Joseph Gostz, Jr. 239-254-2000</p> <p>Contract Date: November 21, 2005 Final Contract Amount: \$217,900.00 Completion Date: July 12, 2006</p>	<p>Project Name: Michigan Street Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135 239-949-6262</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: September 1, 2005 Final Contract Amount: \$243,610.00 Completion Date:</p>
<p>Project Name: Richview Court Drainage Maintenance</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: City of Bonita Springs Public Works Department</p> <p>Contract Date: December 27, 2005 Final Contract Amount: \$29,333.50 Completion Date: January 30, 2006</p>	<p>Project Name: I-75 and Alico Road Interchange Reconstr.</p> <p>Owner - Address - Project Manager - Phone: Florida Department of Transportation Tallahassee, Florida</p> <p>Engineer - Address - Phone: Contractor: Engineer: Thomas Boyle Kiewit Southern 239-432-2732 450 Dividend Drive 16999 James Whitehead Road Peachtree City, Georgia Fort Myers, Florida 33912</p> <p>Contract Date: October 5, 2005 Final Contract Amount: \$1,286,742.63 Completion Date: June 2007</p>
<p>Project Name: Culvert Replacement in the River Oaks, Palm River Subdivision</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Margaret Bishop</p> <p>Engineer - Address - Phone: Collier County Stormwater Management</p> <p>Contract Date: April 4, 2005 Final Contract Amount: \$576,642.50 Completion Date: July 8, 2005</p>	<p>Project Name: Twin Lakes Interconnect</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Gianfranco Nicolaci</p> <p>Engineer - Address - Phone: Agnoli Barber & Brundage, Inc. 7400 Tamiami Trail North, Suite 200 Naples, Florida 34108 Roger Sandrus</p> <p>Contract Date: September 12, 2005 Final Contract Amount: \$750,120.76 Completion Date: March 1, 2006</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: SCWTP Rehab Reactor #1</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Planning & Project Management 3301 East Tamiami Trail Naples, FL 34112 (239) 252-4216</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: July 28, 2009 Final Contract Amount: \$97,400.00 Completion Date: December 3, 2009</p>	<p>Project Name: Master Pump Station 302 Rehabilitation</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Planning & Project Management 3301 East Tamiami Trail Naples, FL 34112 (239) 252-4218</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates, P.A. David Schmitt 3800 Via Del Ray Bonita Springs, FL 34134</p> <p>Contract Date: November 10, 2008 Final Contract Amount: \$2,011,347.57 Completion Date: April 30, 2010</p> <p>Project Description: Rehabilitation of Pump Station 302 Complete Tear out of existing pumps and piping. Installed 8 new 100 HP pumps and associated 30" piping. Bypassed sanitary pump station with a 30,000 GPM bypass system in in extreme tight conditions.</p>
<p>Project Name: Magnolia Pond Drive Stormwater Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Dept. 2885 S. Horseshoe Drive Naples, FL 34104 Val Prince (239) 252-5879</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Ray Bonita Springs, FL 34134 David Schmitt, P.E. (239) 947-1144</p> <p>Contract Date: June 29, 2009 Final Contract Amount: \$86,775.00 Completion Date: October 2, 2009</p>	<p>Project Name: Year 4 Sewer Districts Wastewater Lift Stations - Phase One and Two</p> <p>Owner - Address - Project Manager - Phone: Marco Island Utilities 50 Bald Eagle Drive Marco Island, FL 34145 James Miller, Public Works (239) 394-3880</p> <p>Engineer - Address - Phone: Boyle Engineering Corp. 4415 Metro Pkwy., Ste. 404 Ft. Myers, FL 33916 (239) 278-7998</p> <p>Contract Date: May 20, 2008 Final Contract Amount: \$1,777,185.54 Completion Date: April 23, 2010</p> <p>Project Description: Installation of 18 precast concrete wet wells from 15 to 20 feet deep in existing residential neighborhoods. Installed valve vaults, master manholes, hatch covers & 12 inch sanitary sewer from master manholes to wet well for 19 lift stations.</p>
<p>Project Name: Master Pump Station 101 Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail, Bldg. H Naples, FL 34112 (239) 252-4285</p> <p>Engineer - Address - Phone: Agnoli, Barber & Brundage, Inc. 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 (239) 597-3111</p> <p>Contract Date: November 30, 2009 Final Contract Amount: \$147,534.82 Completion Date: August 6, 2010</p> <p>Project Description: Install forcemain and generator at MPS 101</p>	<p>Project Name: Port of the Islands Mechanical & Electrical Work at Water Well No. 3</p> <p>Owner - Address - Project Manager - Phone: Port of the Island Community Improvement District</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 (239) 254-2000</p> <p>Contract Date: December 21, 2009 Final Contract Amount: \$169,398.99 Completion Date: June 2, 2010</p> <p>Project Description: Mechanical & Electrical work associated with new water well No. 3, including new well pump, control valve, flow meter and telemetry connection to well No. 3 system.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Mackle Park Phase 3 (A) Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145</p> <p>Engineer - Address - Phone: American Engineering Consultants of Marco Island, Inc. 573 Bald Eagle Drive Marco Island, FL 34145 (239) 394-1697</p> <p>Contract Date: January 19, 2010 Final Contract Amount: \$240,100.00 Completion Date: April 30, 2010 Project Description: Park renovations to include: New asphalt walkway around lake, new bollard lighting, new lake fountain, new polygon shelter</p>	<p>Project Name: Isle of Capri - Phase I Water Main Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 Tamiami Trail East Naples, FL 34112 Diana Duest 239-252-4218</p> <p>Engineer - Address - Phone: David Schmitt, P.E. Q. Grady Minor 3800 Via Del Rey Bonita Springs, FL 34134 239-947-1144</p> <p>Contract Date: April 29, 2010 Final Contract Amount: \$906,080.33 Completion Date: January 2, 2011 Project Description: Installation of new water distribution pipeline that connects to the existing 12-inch water transmission main that goes into the Isles of Capri from Collier Blvd. Includes installation of approx. 4500 LF of 12" PVC and 4500 LF of 6" PVC. Work also involves installation of new service lines and cross connection devices at each service location, along with several new fire hydrants and road restoration.</p>
<p>Project Name: Winterberry Drive & South Heathwood Drive Water Main Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Timothy E. Pinter, P.E., Public Works Director 239-369-5000</p> <p>Engineer - Address - Phone: AECOM Technical Services, Inc. 4415 Metro Parkway, Suite 404 Fort Myers, FL 33916 Alfred J. Mittl, P.E. 239-278-7996</p> <p>Contract Date: March 4, 2010 Final Contract Amount: \$130,881.37 Completion Date: October 29, 2010 Project Description: 18" interconnect to existing 36" ductile iron watermain</p>	<p>Project Name: MPS 104 Reclaimed Water Main Supp</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Shanithi Sridhar 239-252-5345</p> <p>Engineer - Address - Phone: Greeley and Hansen 1567 Hayley Lane, Suite 201 Fort Myers, FL 33907 Kevin Higginson, P.E. 239-226-9660</p> <p>Contract Date: April 27, 2010 Final Contract Amount: \$245,908.88 Completion Date: January 21, 2011 Project Description: Construction of Approx. 240 LF of 16 inch and 18 inch reclaimed water main and improvements to a wastewater pumping station, including one horizontal directional drill roadway crossing and all pipe, fittings, appurtenances, valves, connection to existing reclaimed water main, air release valves, surface restoration, testing, and placing new reclaimed water main and pumping station improvements in service.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Immokalee & Everglades Intersection Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of Commissioners 3301 Tamiami Trail East Naples, FL 34112</p> <p>Engineer - Address - Phone: Collier County TECM 2885 Horseshoe Dr. Naples, FL 34109</p> <p>Contract Date: August 2, 2010 Final Contract Amount: \$50,108.00 Completion Date: November 8, 2010 Project Description: Subcontract Agreement with Better Roads, Inc.</p>	<p>Project Name: Popash Creek Preserve Improvements</p> <p>Owner - Address - Project Manager - Phone: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Anura Karuna-Muni 239-533-8131</p> <p>Engineer - Address - Phone: T.Y. Lin International 2400 First St., Ste. 200 Fort Myers, FL 33901 Richard White Jr., P.E. (239) 332-4846</p> <p>Contract Date: December 14, 2010 Final Contract Amount: \$1,035,426.46 Completion Date: June 30, 2011 Project Description: Work at Popash Creek consisted of construction external berms on three sides of the 307 acre preserve, constructing some internal berms in the South area, lowering the existing east-west berm (south of the interceptor ditch), installing 36" and 48" RCP's, channel excavation as part of Lake 1, sand cement rip rap installation, rip rap installation, sheet piling, well gate installation as well as other misc. storm improvements.</p>
<p>Project Name: North County Water Reclamation Facility Flow Meter Replacement, Phase 2</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners 3301 East Tamiami Trail Naples, FL 34112 Claude Nesbitt, Sr. Project Mgr. 239-252-8380</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, FL 34110 239-254-2000</p> <p>Contract Date: May 21, 2010 Final Contract Amount: \$192,894.05 Completion Date: December 6, 2010 Project Description: Furnish and install EQ Tank Furnish and install OX Ditch</p>	<p>Project Name: Lee/Hendry County Construction of Injection Well Surface Facilities</p> <p>Owner - Address - Project Manager - Phone: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Keith Howard, Solid Waste 239-533-8917</p> <p>Engineer - Address - Phone: MWH Americas, Inc. 14311 Metropolis Ave., Ste. 101 Fort Myers, FL 33912 Gordon Kennedy 239-236-0011</p> <p>Contract Date: January 25, 2011 Final Contract Amount: \$1,455,900.09 Completion Date: November 15, 2011 Project Description: Construction of a 2 acre injectate Storage Pond, installation of double containment HDPE piping for transfer of leachate, installation of an injection well and monitoring well, installation of an annular pressure tank fed with nitrogen, installation of monitoring well pumps, transducers and appurtenances along with injectate transfer, self-priming, non-clog, horizontal pumps. Project also involved installation of all associated electrical and complicated instrumentation system to cater for the safe transfer of leachate from various storage ponds into the injection well.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Lakes Park Water Quality Improvements</p> <p>Owner - Address - Project Manager - Phone: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Anura Karuna-Muni 239-533-8131</p> <p>Engineer - Address - Phone: AIM Engineering & Surveying, Inc. 5300 Lee Blvd. Lehigh Acres, FL 33971 Lee Flynn, P.E. 239-332-4569</p> <p>Contract Date: April 26, 2011 Final Contract Amount: \$487,985.00 Completion Date: October 30, 2011</p> <p>Project Description: Constructing two additional control structures (CS 4 and 5) to enhance current flow patterns and reduce stagnant zones at the north and south ends of the west lake. The two existing control structures (CS 1 and 5) were modified by installing slide gates to reduce flow through these structures. The project also involved clearing and grading of four existing spoil islands to create littoral shelves by the removal of exotics and spoil material and the planting of native wetland vegetation.</p>	<p>Project Name: East Naples/Solana Road Pump Station Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Public Utilities Division 380 Riverside Circle Naples, FL 34102 Dave Graff 239-213-4716</p> <p>Engineer - Address - Phone: Tetra Tech 201 East Pine Street, Ste. 1000 Naples, FL 34102 Jennifer Woodall, P.E. 407-839-3955</p> <p>Contract Date: March, 2010 Final Contract Amount: \$2,500,000.00 Completion Date: February, 2011</p> <p>Project Description: Replacement of high services pumps, installation of electrical rooms and roof modifications, VFD installation, 600kw generator installation as well as other mechanical, structural, electrical and instrumentation improvements at two booster stations.</p>
<p>Project Name: NCWRF Repair 5 Sludge Presses</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners 3301 East Tamiami Trail Naples, FL 34112 Claude Nesbitt, Sr. Project Mgr. 239-252-8380</p> <p>Engineer - Address - Phone: Korfline-Sanderson Engineering Corp. 12 Holland Ave. Peapack, NJ 07977-0257 Steven Lukacs 908-234-1000</p> <p>Contract Date: July 15, 2010 Final Contract Amount: \$143,000.00 Completion Date: November 14, 2011</p> <p>Project Description: Install sludge presses at 1, 2, 3, 5 and 6</p>	<p>Project Name: SCRWTP Chlorination Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Alicia Abbott, Project Manager 239-252-5344</p> <p>Engineer - Address - Phone: Tetra Tech 201 East Pine Street, Ste. 1000 Naples, FL 34102 Jennifer Woodall, P.E. 407-839-3955</p> <p>Contract Date: June 17, 2011 Final Contract Amount: \$98,831.00 Completion Date: November 3, 2011</p> <p>Project Description:</p>
<p>Project Name: NCWRF Deep Injection Well Mag Meter Replacement</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Craig J. Pejer, Project Manager 239-252-2554</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: January 10, 2011 Final Contract Amount: \$24,526.72 Completion Date: September 13, 2011</p> <p>Project Description: Remove and install NCWRF DIW Magnetic Flow Meters, electrical disconnection and reconnection, provided and installed 24 inch Mega-tange</p>	<p>Project Name: (4) 8" Gravity Line Segment Replacement along Vanderbilt Drive</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 Tamiami Trail E. Naples, FL 34112 James Sainvilus, Project Manager 239-252-4285</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: August 16, 2011 Final Contract Amount: \$158,000.00 Completion Date: September 23, 2011</p> <p>Project Description: Four 8" point repairs on Vanderbilt Drive</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Wyndemere Country Club Remove/Install 43 Fire Hydrants & Valves</p> <p>Owner - Address - Project Manager - Phone: Collier County Water Distribution 4370 Mercantile Ave. Naples, FL 34104 Pam Libby 239-252-6239</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: September 5, 2011 Final Contract Amount: \$98,350.00 Completion Date: November 21, 2011 Project Description: Remove/Install 43 Fire Hydrants & Valves Remove/Install 3 Inline Valves Install 1 new Inline Valves</p>	<p>Project Name: NCWRF Compliance Assurance</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Peter Schall, PMP</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Clifford Pepper, P.E. (239) 254-2000</p> <p>Contract Date: November 6, 2009 Final Contract Amount: \$8,683,000.00 Completion Date: November 23, 2011 Project Description: Upgrade to existing odor control system. Installation of 4 new odor control units. Construction of two HDPE lined water storage ponds. Repairs and reshaping of existing ponds. Upgrade to existing MLE Aeration basins including fine bubble diffuser systems, centrifugal blower and odor control covers. Stormwater upgrades throughout site including ponds and swales. Upgrades and modifications to existing chemical supply systems</p>
<p>Project Name: Vanderbilt Beach MSTU, Gulf Shore Drive Utility Relocate</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Mark Sunyak, P.E. (Project Manager)</p> <p>Engineer - Address - Phone: Malcolm Pirnie 4315 Metro Pkwy, Ste. 520 FL Myers, FL 33916</p> <p>Contract Date: November 28, 2011 Final Contract Amount: \$72,778.50 Completion Date: January 27, 2012 Project Description:</p>	<p>Project Name: Bella Terra - Replace Existing Irrigation Main</p> <p>Owner - Address - Project Manager - Phone: Habitat Lakes LLC 782 NW 42nd Ave., Ste 630 Miami, FL 33126 305-445-9855</p> <p>Engineer - Address - Phone: Banks Engineering 10511 Ben C. Pratt Pkwy. FL Myers, FL 33966 239-939-5490</p> <p>Contract Date: December 5, 2011 Final Contract Amount: \$108,712.18 Completion Date: January 18, 2012 Project Description:</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Pump Station 312.29 & 312.41 Refurbishment</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Zamira Del Toro, Project Mgr. 239-252-6279</p> <p>Engineer - Address - Phone: Tetra Tech, Inc. 10600 Chevrolet Way, Ste. 300 Estero, FL 33928 Danny Nelson, P.E. 239-390-1457</p> <p>Contract Date: August 23, 2011 Final Contract Amount: \$267,222.12 Completion Date: April 25, 2012</p> <p>Project Description: PS 312.29 - Refurbishment of existing PS 312.29 to install new HDPE discharge piping, new check and plug valves, new pumps and pH probe. Also amended existing electrical control panels to allow for new components. New curbs, stone, & landscaping installed. PS 312.41 - Refurbishment of existing PS 312.41 to install new HDPE discharge piping, check and plug valves, pumps, electrical control panels, generator with ATS, new telemetry along with new lining in pump station. Privacy slats were also installed in existing fence along with new stone landscaping.</p>	<p>Project Name: Hendry County - Construction of CR 78 Phase 1A & 1B Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: Hendry County Board of County Comm. P.O. Box 1607 99 East Cowboy Way LaBelle, FL 33975 Shane Parker, PE (863) 675-5222</p> <p>Engineer - Address - Phone: Johnson Engineering 251 W. Hickpochee Ave. LaBelle, FL 33935 James V. Lofton, Jr. (863) 612-0594</p> <p>Contract Date: December 1, 2011 Final Contract Amount: \$765,516.97 Completion Date: July 10, 2012</p> <p>Project Description: Remove & install roadway concrete box culverts and headwalls. Installed concrete sediment basin & ditch block, steel sheet pile, grade work for slopes and relocation of swales and ditches, remove and replace guardrails and asphalt. Install pedestrian picket railing, rip-rap, drainage pipe, sod, signage and striping.</p>
<p>Project Name: Traditions, Golf Residences and Villas at Grey Oaks</p> <p>Owner - Address - Project Manager - Phone: CCC Traditions, LLC 135 San Lorenzo Ave. Coral Gables, FL 33146</p> <p>Engineer - Address - Phone: Peninsula Engineering 2600 Golden Gate Pkwy. Naples, FL 34105 CJ Brown 239-252-2600</p> <p>Contract Date: January 1, 2012 Final Contract Amount: \$363,596.00 Completion Date: July 13, 2012</p> <p>Project Description: Modification of existing sanitary sewer system from single family home layout to multi-family home layout, new city water system, modification of existing drainage system.</p>	<p>Project Name: Michigan Street Sidewalk Project</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, FL 34135 (239) 949-6262 David Liccardi</p> <p>Engineer - Address - Phone: Lake Hickory Ventures, Inc. 22210 Fairmont Ct. Estero, FL 33928 (239) 898-4008</p> <p>Contract Date: August 15, 2012 Final Contract Amount: \$175,734.00 Completion Date: September 26, 2012</p> <p>Project Description: Furnish and installed Portland Cement Concrete sidewalk along the west side of Michigan Street from Bonita Beach Road to Pennsylvania Ave. Project consisted of 2220 LF of sidewalk, 15", 24", and 30" reinforced concrete pipe, mitered end sections, yard drains, vertical headwall, FDOT approved railing, fill material, sod, signage, striping, and various incidental items.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Immokalee Stormwater Downtown Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners Immokalee Area CRA 1320 N. 15th St. Immokalee, FL 34142 Bradley Muckel (239) 867-4121 #202</p> <p>Engineer - Address - Phone: CDM Smith, Inc. 2180 West First St., #400 Fort Myers, FL 33901 Marc Stonehouse, P.E. (239) 938-9616</p> <p>Contract Date: January 24, 2012 Final Contract Amount: \$2,709,797.14 Completion Date: December 20, 2012</p> <p>Project Description: Constructed 7.6 acre retention pond and approximately 16,500 LF of RCP storm sewer ranging in size between 18 and 42 inches. The work was completed in a semi-urban part of Immokalee, FL and also included 262 LF of 4 x 6 box culvert parallel to and under an existing road.</p>	<p>Project Name: Gateway Triangle Residential Area Tertiary Stormwater System Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners Bayshore Gateway Triangle CRA 4089 Bayshore Drive Naples, FL 34112 Ashley Caserta (239) 643-1115</p> <p>Engineer - Address - Phone: O. Grady Minor and Assoc. P.A. 3800 Via Del Rey Bonita Springs, FL 34134 David Schmidt (239) 947-1144</p> <p>Contract Date: March 30, 2012 Final Contract Amount: \$1,731,977.00 Completion Date: February, 2013</p> <p>Project Description: This project was designed to reduce known flooding in the Gateway Triangle. Removal of existing culverts, mitered ends and driveways, installation of over 10,000 LF of culvert pipe, over 400 mitered ends, 300 driveways, regrading/realignment of grass swales and pavement overlay of disturbed areas.</p>
<p>Project Name: Irrigation Quality Water Sites - Priority Group 2 Sites</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Aaron Cromer, PMP (239) 252-5338</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Frank Feeney, P.E. (239) 254-2000</p> <p>Contract Date: January 24, 2012 Final Contract Amount: \$515,474.13 Completion Date: February 13, 2013</p> <p>Project Description: Allow improved control and monitoring of IQ Water usage at Tarpon Cove, Calusa Bay, Veteran's Park and Vineyards Elementary School Properties. Installation of 4 meter assemblies comprised of an MOV, electromagnetic flowmeter, flow control valve and all associated power and controls hardware and software.</p>	<p>Project Name: NCWRF Multiple Projects - Bleach Piping, Knife Gate Valves, Channel Mixers, Clarifiers, Potable Water Interconnect</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Craig Pejer, Project Manager (239) 252-2554</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Jerry Taricska (239) 254-2000</p> <p>Contract Date: July 21, 2011 Final Contract Amount: \$457,031.30 Completion Date: June 21, 2013</p> <p>Project Description: Bleach Piping - Remove, replace and paint 1 1/2", 2" & 3" PVC bleach piping and valves at the North Bleach Facility Knife Gate Valves - Remove 3 existing 30" knife gate valves at the mixed liquor splitter box and replace with 3 - 30" plug valves Channel Mixers - Remove 4 existing 1hp mixers and replace with 4 1hp vertical solid shaft right angle mixers located in the MLE Aeration Basin influent channel. Potable Water Interconnect - Install 6" & 4" ductile piping, valves and backflow preventer to connect the BFP Booster Pump at the Sludge Handling Building to the potable water system. Clarifiers 6 & 7 - Remove and replace drive systems, rebuild center columns, replace seals, repair, replace and coat corroded metal, piping and valves.</p>

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

Business Name: DOUGLAS N HIGGINS INC
 Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS
 Mailing Address: 3390 TRAVIS POINTE RD
 Ste A
 ANN ARBOR, MI 48108
 Business Location: MO CTY
 KEY WEST, FL 33040
 Business Phone: 305-294-3355
 Business Type: CONTRACTOR (UNDERGROUND UTILITY)
 Employees 5

RECEIPT# 30140-62369

STATE LICENSE: CGC060189

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

Paid 101-12-00002704 07/08/2013 20.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

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

Business Name: DOUGLAS N HIGGINS INC
 Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS
 Mailing Address: 3390 TRAVIS POINTE RD
 Ste A
 ANN ARBOR, MI 48108
 Business Location: MO CTY
 KEY WEST, FL 33040
 Business Phone: 305-294-3355
 Business Type: CONTRACTOR (UNDERGROUND UTILITY)
 Employees 5

RECEIPT# 30140-62369

STATE LICENSE: CGC060189

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

Paid 101-12-00002704 07/08/2013 20.00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name	DOUGLAS N. HIGGINS (CGC)	CtlNbr:0018021
Location Addr	3390 TRAVIS POINTE	STE A RD
Lic NBR/Class	13-00022114	CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date:	November 13, 2012	Expiration Date: September 30, 2013
License Fee	\$309.75	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$0.00	
Comments:		

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

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

ANN ARBOR MI 48108

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 18th day of September, 2013.

Douglas N. Higgins, Inc.
PRINCIPAL

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

Hartford Accident and Indemnity Company
SURETY

By [Signature]
Attorney-in-Fact

STATE OF ^{Michigan} FLORIDA)
COUNTY OF ~~MONROE~~)
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 18th day of September, 2013.

^{Michigan}
NOTARY PUBLIC, State of Florida at Large
Sandra K. Garrison
My Commission Expires: 1-10-2014

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

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

Agency Code: 35-350851

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

Heather M. Johnson, Joel E. Speckman, Terri Mahakian, David Harlock
of
Ann Arbor, MI

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

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



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

Kathleen T. Maynard

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

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 18, 2013.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

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 Fort street parking lot

2. This sworn statement is submitted by Douglas N. Higgins, Inc.
(name of entity submitting sworn statement)

whose business address is 3390 Travis Pointe Rd Suite A

Ann Arbor, MI 48108 and (if applicable) its Federal

Employer Identification Number (FEIN) is 38-1807765

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

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

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

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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, non-jury 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:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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)
09/18/13
(date)

STATE OF Michigan
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 18th day of September, 2013.

My commission expires: 1-10-2014

Sandra K. Harrison
NOTARY PUBLIC

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 the 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. SEAL:
3396 Travis Pointe Rd. Suite A
Ann Arbor, MI 48108
Address

Kelly A. Wilkie
Signature

Kelly A. Wilkie
Print Name

Vice-President
Title

LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$400.00.

Electrical Contractor license shall be required for this Project.

Cost Not to Exceed \$400.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$310.00.

A City of Key West Business License Tax Receipt is required for sub-contracting electrician, landscape contractor, engineering services, and professional surveying. Cost for each individual tax receipt shall be \$310.00 or less.

City of Key West Business License Tax Receipt may be found on the city website.

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

Business License Tax Application

City of Key West
City Hall Annex
PO Box 1409
Key West, FL 33041

Date Applied _____

License # _____
Phone 305-809-3955
Fax 305-809-3978

Business Type: _____

Business Name: _____

Business Location: _____

Business Owner: _____

State Licensed Qualifier (if applicable): _____

Mailing Address: _____

EIN / SS # _____ Phone # _____

Applicant name (printed) _____ Applicant signature _____ Date _____

State of Florida
County of Monroe
The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____

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

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

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

____ Approved _____ Denied / Reason _____

Licensing Official Date _____

Licensing Division

P.O. Box 1409, Key West, FL 33041
305.809.3955 305.809.3978 (FAX)

REQUIREMENTS FOR STATE CERTIFIED CONTRACTOR REGISTERING TO WORK IN KEY WEST LESS THAN 30 DAYS PER FISCAL YEAR

1. NEED STATE OF FLORIDA CERTIFIED CONTRACTOR LICENSE.
2. BUSINESS LICENSE TAX RECEIPT FROM BASE LOCATION.
3. LIABILITY INSURANCE AND WORKER'S COMPENSATION (WITH THE CITY OF KEY WEST CERTIFICATE HOLDERS) SET AT STATE STUTUTE REQUIREMENTS.
4. FEDERAL I.D. NUMBER /SOCIAL SERCURITY (IF NOT INCORPORATED).
5. LETTER OF INTENT STATING THE FOLLOWING:

BUSINESS NAME

JOB SITE

DAYS INTENDING ON WORKING IN THE CITY

PLEASE FAX DOCUMENTS TO THE TELEPHONE NUMBER LISTED BELOW, OR MAIL TO CAROLYN WALKER / KIM PITA, CITY OF KEY WEST LICENSE DIVISION, P.O. BOX 1409, KEY WEST, FLORIDA 33041.

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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

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

Length of time at this address _____

Signature of Authorized Representative _____ Date _____

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
 By _____, of _____, of _____
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced _____ as identification
 (type of identification)

 Signature of Notary

 Print, Type or Stamp Name of Notary

 Title or Rank

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

STATEMENT OF NO BID #

PROJECT NAME: Fort Street Parking Lot

Note: If you do not intend to submit a Bid, please return this form ONLY.

TO: "Fort Street Parking Lot" TR-1201
Office of the City Clerk
3126 Flagler Avenue,
P.O. Box 1409, Key West, FL. 33041-1409

We, the undersigned, have declined to submit a Bid on the above-noted Invitation to Bid for the following reason(s):

- Insufficient time to respond to the Invitation to Bid
- Do not offer this product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (Please explain below)
- Remove us from the City of Key West's, "Bidder's Mailing List"
- Other (Please specify below)

REMARKS:

We understand that if a "No Bid" statement is not returned, our name may be removed from the bidder's list of the City of Key West.

COMPANY NAME: _____

AUTHORIZED AGENT: _____

COMPANY ADDRESS: _____

DATE: _____

TELEPHONE: _____

STATEMENT OF NO BID

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, using 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 calendar days after receiving a Notice of Award.
- 11. BID submitted intact with the Bidding Requirements, as stated in the invitation to bid.
- 12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
- 13. Bidder has reviewed, understood and signed pre-bid resolution and enclosed a signed copy with the bid. *Not in Bid Package*
- 14. Bidder must provide satisfactory documentation of State Licenses.

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 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/Bracing</u>	<u>5.50</u> <u>LF</u>	<u>200</u>	<u>5.50</u>	<u>1,100.00</u>
B. _____	_____	_____	_____	_____

Kelly A. Wilkie
Signature
09/18/13
Date

STATE OF Michigan
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kelly A. Wilkie, who, after first being sworn by me affixed his /her signature in the space, provided above on the 18th day of September, 2013.

Sandra Harrison
Notary Public

(Seal)

My Commission expires: 1-10-2014

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. 09/18/13
By Kelly A. Wilkie
Authorized Signature/Contractor
Kelly A. Wilkie, Vice - President
Typed Name/Title
Douglas N. Higgins, Inc.
Contractor's Firm Name
3390 Travis Pointe Rd.
Street Address
Suite A
Building, Suite Number
Ann Arbor, MI 48108
City/State/Zip Code
(734) 996-9800
Area Code/Telephone Number



THE CITY OF KEY WEST
P. O. BOX 1409
KEY WEST, FLORIDA 33041-1409
www.keywestcity.com

ADDENDUM NO. ONE
ITB 13-024 – Fort Street Parking

To All Bidders:

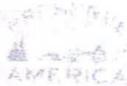
The following change is hereby made a part of ITB 13-024 – Fort Street Parking as fully and as completely as if the same were fully set forth therein:

PLEASE NOTE THE ATTACHED CONSTRUCTION PLANS

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

Kelley A. Wilkie
Signature

Douglas N. Higgins, Inc.
Name of Business





THE CITY OF KEY WEST

P.O. Box 1409
Key West, FL 33041-1409
305.852.1111

ADDENDUM NO. TWO
ITB 13-024 Fort Street Parking Lot

To All Bidders:

The following change is hereby made a part of ITB 13-024 Fort Street Parking Lot as fully and as completely as if the same were fully set forth therein:

PLEASE NOTE THE ATTACHED CONSTRUCTION PLANS, PAPER SIZE 11"X17"

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

Kelly A. McKie
Signature

Douglas N. Higgins, Inc.
Name of Business



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409
www.keywestcity.com

ADDENDUM NO. THREE
ITB 13-024 Fort Street Parking Lot

To All Bidders:

This addendum is issued to reply to Request for Information regarding the Construction Plans and includes answers to the questions received. The following change is hereby made a part of ITB 13-024 Fort Street Parking Lot as fully and as completely as if the same were fully set forth therein:

BIDDER QUESTIONS

Question:

Refer to the Civil Site and Landscape Plans, Sheets C-3, C-4, C-5 and L-1 notes "INSTALL FDOT TYPE 'D' CURB" and "INSTALL 6" CONCRETE RIBBON CURB, AS REQUIRED" and bid schedule item for FDOT Type "D" Curb, no bid schedule item is listed for Ribbon Curb and the quantity of curb given under "D" curb appears to be total quantity for ribbon and "D" curb.

Response:

Ribbon Curb shall be Type "D" Curb. Please include unit price for Type "D" Curb and total amount based on the quantity listed in the Bid Schedule, Item 3(d) FDOT Type "D" Curb.

Question:

Refer to Bid Schedule 6.(b) 8' Chain Link & Pedestrian Gate. No information is shown on the Civil Plans regarding Chain Link & Pedestrian Gate.

Response:

Please refer to Planting Plan, Sheet L-1. Existing Chain Link Fence with Double Access Gate shall be relocated on the site, adjacent to the entrance driveway. Please include Lump Sum price for relocating existing fence and gate on Bid Schedule, Item 6(b).

Question:

Refer to Lighting Plan, Sheet E-1, Type "A" fixture with Whatley lamp pole is rated at 150 mph. Current code requires 180 mph rating.

Response:

Manufacturer states Lamp Post, Model No. XF45-D9M, anchor-base installed, will meet 180 MPH wind speed loading. (Manufacturer to provide wind load data as part of shop drawing submittal.)

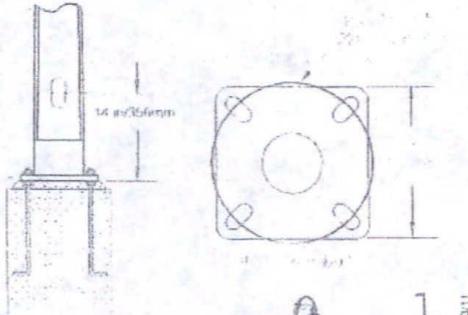
Question:

Type "A" Fixture catalog number indicates lamp post will be "anchor bolt" installed to concrete base.
What are the dimensions of the base needed to achieve the required wind rating.

Response:

Manufacturer states Lamp Post, Model No. XF45-D9M, anchor-base installed, will meet 180 MPH wind speed loading with 9 to 11-inch bolt circle; 10-inch wide base; and ¾" anchor bolts.

Anchor Base Installation - A1



whatley.com
fax 303-286-7216 877-959-7678



SPC1457 02/11

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

Signature

Douglas N. Higgins, Inc.

Name of Business

**PLANNING BOARD
RESOLUTION No. 2013-12**

A RESOLUTION OF THE KEY WEST PLANNING BOARD FOR A LANDSCAPE WAIVER FOR PROPERTY LOCATED AT 918 FORT STREET (RE# 00001630-000801) FOR REQUIRED SCREENING AND BUFFERING FOR PARKING LOTS FOR PROPERTY LOCATED IN THE HPS-1 ZONING DISTRICT PER SECTION 108 - 517 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST.

WHEREAS, the subject property is located in the Historic Public and Semipublic Services (HPS-1) zoning district; and

WHEREAS, the Planning Board finds that granting the waiver will not be injurious to the area involved or otherwise detrimental to the public interest or welfare;

WHEREAS, the deed restrictions on the site prevent the applicant from meeting minimum standards for buffering and perimeter landscaping for parking lots as specified by Section 108-347 and Section 108-415 of the LDRs; and

WHEREAS, the criteria for evaluating a landscape waiver are listed in Section 108-517(b) of the LDRs. The Planning Board may approve or grant the waiver or modification only if it determines that the waivers or modifications are not contrary to the intent of the subdivision and that a literal enforcement of the standards of this subdivision would be impracticable; and

 Chairman
 Planning Director

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on February 21, 2013; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. An approval by resolution of the Key West Planning Board for a waiver to perimeter and buffer landscape requirements as specified by Section 108-347 and Section 108-415 of the LDR's for property located at 918 Fort Street (RE# 00001630-000801) in the HPS-1 zoning districts per 108-517 of the Land Development Regulations of the Code of Ordinances of the City of Key West per the plan set revised July 19, 2012 and attached herein.

Section 3. It is a condition of this landscape waiver that full, complete, and final application for all conditions of this approval for any use and occupancy for which this landscape waiver is wholly or partly necessary, shall be submitted in their entirety within two years after the date hereof; and further, that no application or shall be made after expiration of the two-year period without the applicant obtaining an extension from the Planning Board and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

Section 4. The failure to fully and completely apply the conditions of approval for permits for use and occupancy pursuant to this landscape waiver in accordance with the terms as described in Section 3 hereof, shall immediately operate to terminate this landscape waiver, which landscape

 Chairman
 Planning Director

circumstances to the property or its underlying zoning has occurred.

Section 4. The failure to fully and completely apply the conditions of approval for permits for use and occupancy pursuant to this landscape waiver in accordance with the terms as described in Section 3 hereof, shall immediately operate to terminate this landscape waiver, which landscape waiver shall be of no force or effect.

Section 5. This landscape waiver does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 6. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

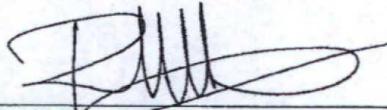
Section 7. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DEO with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DEO can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.


Chairman


Planning Director

Read and passed on first reading at a regularly scheduled meeting held this 21st day of February, 2013.

Authenticated by the Chairman of the Planning Board and the Planning Director.

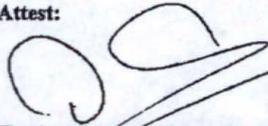


Richard Kilitnick
Key West Planning Board Chairman

3/5/13

Date

Attest:

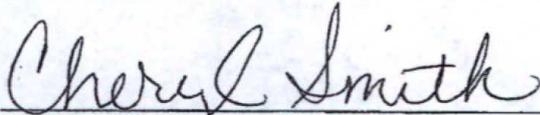


Donald Leland Craig, AICP, Planning Director

3/5/13

Date

Filed with the Clerk:



Cheryl Smith, City Clerk

3-6-2013

Date

_____ Chairman

 _____ Planning Director

FORT STREET PARKING LOT



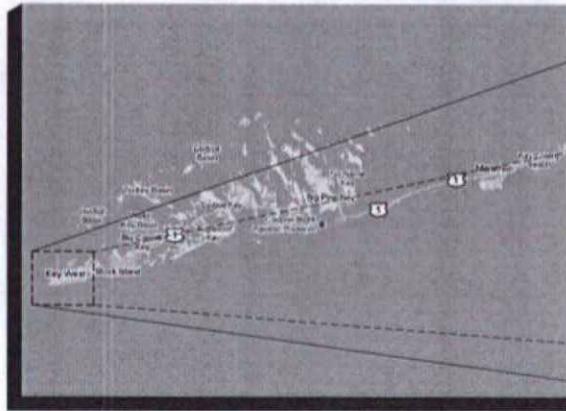
DATE: 03/17/02
 PROJECT NUMBER: 0002
 PROJECT NAME: FORT STREET PARKING LOT
 PREPARED BY: PEREZ ENGINEERING & DEVELOPMENT
 PREPARED FOR: CITY OF KEY WEST, ENGINEERING SERVICES
 PLAN DESCRIPTION: CONSTRUCTION DRAWINGS

CONSTRUCTION DRAWINGS

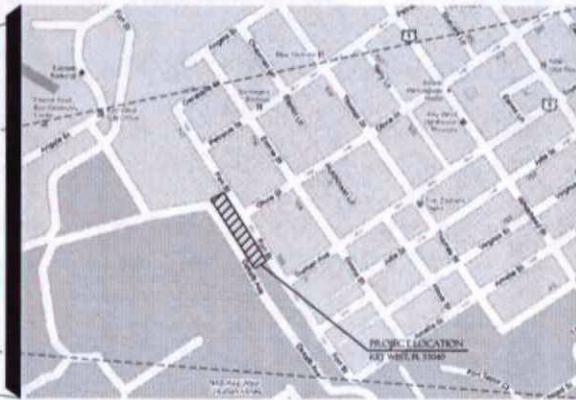
SECTION 6, TOWNSHIP 68S, RANGE 25E
 KEY WEST, FLORIDA 33040



Know what's below.
 Call before you dig.



VICINITY MAP
 NOT TO SCALE



LOCATION MAP
 NOT TO SCALE

PREPARED FOR:

CITY OF KEY WEST

P.O. BOX 1409

KEY WEST, FL 33041

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
	CIVIL
	COVER
C-1	GENERAL NOTES
C-2	DEMOLITION & EROSION CONTROL PLAN
C-3	SITE PLAN
C-4	GEOMETRY PLAN
C-5	DRAINAGE & GRADING PLAN
C-6	CIVIL DETAILS
C-7	NIPDS DETAILS
	LANDSCAPE
L-1	PLANTING PLAN
L-2	PLANTING SPECIFICATIONS
	LIGHTING
E-1	ELECTRICAL SITE PLAN

LANDSCAPE DESIGN

LANDSCAPE DESIGN
 LARRY ROBERTS, P.L.A.
 9822 TAPESTRY PARK CIR, SUITE 400
 JACKSONVILLE, FL 32246
 TEL: (904) 343-4894

LIGHTING DESIGN

INNOVATIVE ENGINEERING GROUP INC.
 BLENNER, CLYDE A., P.E. LEED AP
 5532 N.W. 72ND AVE.
 MIAMI, FL 33066
 TEL: (305) 888-9626

REVISIONS	DATE
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

CIVIL ENGINEERING • REGULATORY PERMITTING • CONSTRUCTION MANAGEMENT



KEY WEST OFFICE
 1010 EAST PENNACOT DRIVE, SUITE 400
 KEY WEST, FLORIDA 33040
 TEL: (305) 293-9440 FAX: (305) 296-0243

TAMPA OFFICE
 CONCOURSE CENTER
 3807 EAST FRONTAGE ROAD, SUITE 140
 TAMPA, FLORIDA 33607
 TEL: (813) 579-1616 FAX: (813) 288-0710

PERMIT AGENCY	PERMITS TYPE	NUMBER	STATUS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ALLEN E. PEREZ, P.E. NO. 9468
 (SEAL)

DATE

GENERAL NOTES

1. THE CONTRACTOR SHALL REVIEW ALL DRAWINGS AND SPECIFICATIONS AND ADVISE THE ENGINEER OF ANY CONFLICTS OF REPRESENTATION BETWEEN DRAWINGS AND/OR SPECIFICATIONS PRIOR TO COMMENCING WITH CONSTRUCTION.
2. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO PERFORMING ANY WORK UNDER THIS CONTRACT AND NOTIFY THE ENGINEER IN WRITING OF ANY DIFFERENCES BEFORE COMMENCING WITH ANY CONSTRUCTION.
3. HORIZONTAL COORDINATES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM. VERTICAL ELEVATIONS ARE BASED ON NGVD 1929 DATUM.
4. THE LOCATIONS, SIZES, AND ELEVATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO OBTAIN ANY AVAILABLE RECORD DRAWINGS AND SHALL DETERMINE THE EXACT LOCATION AND ELEVATION IN THE FIELD. THE CONTRACTOR SHALL ANTICIPATE THAT SEARCHING AND EXCAVATION USING LIGHT EQUIPMENT AND HAND METHODS WILL BE NECESSARY IN AREAS NEAR EXISTING UTILITIES AND STRUCTURES TO AVOID DAMAGING THESE FACILITIES. THE CONTRACTOR SHALL CONTACT BELL/SOUTH THE LOCAL TELEPHONE COMPANY AND COMCAST, THE LOCAL CABLE TV PROVIDER TO VERIFY THE LOCATION OF BURIED TELEPHONE AND CABLE TV UTILITIES. NONE HAVE BEEN INDICATED ON THE DRAWINGS. CALL 1-800-433-4779 BEFORE DIGGING OR TRENCHING OPERATIONS BEGIN. CONTRACTOR SHALL ALSO CONTACT KIT'S ENERGY TO LOCATE SECONDARY ELECTRIC LINES.
5. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION IN THE FIELD PRIOR TO INSTALLING ANY NEW WORK THAT CROSSES OR CONNECTS TO EXISTING UTILITY SYSTEMS. LOCATIONS OF NEW UTILITIES SHALL BE ADJUSTED IN A MANNER APPROVED BY THE ENGINEER TO AVOID CONFLICTS. DAMAGES TO UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE CLIENT.
6. ALL EXCAVATION, TRENCHING, SHEETING, SHORING AND BRACING SHALL BE INSTALLED AS REQUIRED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS, INCLUDING OSHA (29 CFR 1926).
7. ALL ITEMS INDICATED TO BE REMOVED OR DEMOLISHED SHALL BE REVIEWED WITH THE DEVELOPER TO DETERMINE IF THE ITEM IS TO BE PROPERTY OF THE CONTRACTOR. ALL ITEMS SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS, UNLESS OTHERWISE NOTED. NO SALVAGE VALUE IS EXPRESSED OR IMPLIED BY THESE CONTRACT DOCUMENTS FOR ANY ITEMS TO BE REMOVED OR DEMOLISHED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF THE CONTRACTOR'S EQUIPMENT, MATERIALS, AND PERSONNEL, AND SHALL PROVIDE ADEQUATE BARRIERS TO PREVENT RISK TO OTHERS FROM THE CONTRACTOR'S ACTIVITIES.
9. WHERE ACTUAL DIMENSIONS AND SIZES ARE PROVIDED IN THE DRAWINGS, THEY SHALL TAKE PRECEDENCE OVER BOULED DIMENSIONS. LARGE SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS.
10. THE CONTRACTOR SHALL SECURE HIS OPERATIONS SUCH THAT ORANGE MESH SAFETY FENCING IS PROVIDED AROUND ALL AREAS BEING TRENCHED AND NO TRENCH IS LEFT OPEN AT THE END OF THE WORK DAY.
11. NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE TO ANY FIRE HYDRANT OR BLOW-OFF STRUCTURE WITH OUT FIRST OBTAINING A CONSTRUCTION METER FROM THE FLORIDA KEYS AGRICULTURAL AUTHORITY.
12. IF UNSATISFACTORY MATERIAL FOR ADEQUATE BEARING IS ENCOUNTERED AT THE NORMAL SUBGRADE, THE UNSATISFACTORY MATERIAL SHALL BE REMOVED AND REPLACED WITH SUITABLE FOUNDATION STABILIZATION MATERIAL AS SPECIFIED.
13. IN GENERAL, EXISTING STRUCTURES AND UTILITIES ARE NOTED AS EXISTING AND/OR SHOWN IN LIGHT LINE WEIGHT. NEW CONSTRUCTION IS SHOWN IN HEAVY LINE WEIGHT.
14. ALL FIELD LAYOUT AND SURVEYING FOR CONSTRUCTION OF THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSE, UNDER THE DIRECTION OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.

NEW CONSTRUCTION NOTES

1. IT IS THE CONTRACTOR'S RESPONSIBILITY DURING CONSTRUCTION OF NEW UTILITIES TO ANTICIPATE AND PLAN FOR CROSSINGS OF NEW AND EXISTING UTILITIES AND SUBSURFACE FEATURES. UTILITY LINES SHALL HAVE PRIORITIES AS FOLLOWS:
 - A. GRAVITY SANITARY SEWER LINES SHALL BE CONSTRUCTED TO GRADES AS INDICATED.
 - B. ANY GRAVITY UTILITY DISCOVERED TO CONFLICT WITH GRADES FOR NEW SANITARY SEWER LINES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER WITH POSSIBLE SOLUTIONS FOR HORIZONTAL AND VERTICAL ADJUSTMENT.
 - C. POTABLE WATER LINES, ELECTRICAL, COMMUNICATION, AND CABLE TV DISTRIBUTIONS WILL REQUIRE RELOCATION AS NECESSARY TO ACCOMMODATE NEW SANITARY SEWER LINES. THE CONTRACTOR SHALL DETERMINE, PRIOR TO INSTALLATION, THE METHOD BY WHICH THESE LINES SHALL BE REROUTED ABOVE OR BELOW NEW SANITARY SEWER LINES. THE CONTRACTOR SHALL REFER TO THE CONSTRUCTION DRAWINGS AND SPECIFICATIONS FOR SEPARATION REQUIREMENTS BETWEEN INDIVIDUAL UTILITY LINES, BOTH HORIZONTALLY AND THE CONTRACTOR SHALL INCLUDE IN THE VERTICALLY AND SPECIAL TREATMENT REQUIREMENTS. BID PRICE ANY SPECIAL TREATMENT REQUIRED FOR UTILITY INSTALLATION, INCLUDING ADJUSTMENTS OF EXISTING UTILITIES.
2. NEW SLABS SHALL BE GRADED TO POSITIVELY DRAIN WITHOUT ANY STORMWATER PONDING.
3. PROVIDE CONTRACTION JOINTS AT 12' O.C. MAX. JOINT PATTERNS IN PAVEMENTS AND SIDEWALKS SHALL BE GENERALLY SQUARE. AT CURBS PROVIDE FULL DEPTH EXPANSION JOINTS AT 500 FT. O.C. MAX. AND AT LOCATIONS WHERE STRAIGHT CURBS RUN CHASE DIRECTIONS, AT SIDEWALKS PROVIDE WEAKENED PLANE CONTRACTION JOINTS NOT MORE THAN 8" W/ MAX. AND EXPANSION JOINTS AT 20 FT. O.C. MAX. (DO NOT ALL EDGES). INSTALL SELF-LEVELING SEALANT AT ALL ISOLATION EXPANSION JOINTS.

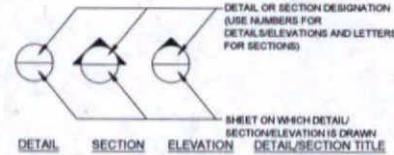
EROSION CONTROL NOTES

1. EROSION, SEDIMENT, AND TURBIDITY CONTROL MEASURES SHALL BE PROVIDED THROUGHOUT CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND REPAIRING ALL SLOPES AND SURFACES THROUGHOUT CONSTRUCTION AND UNTIL A STABLE SURFACE CONDITION EXISTS. THE CONTRACTOR SHALL MINIMIZE THE EXPOSED AREA AT ANY POINT DURING CONSTRUCTION AS MUCH AS PRACTICAL.
2. FILTER FABRIC SILT FENCE SHALL BE IN CONFORMANCE WITH SECTION 905, FOOT SPECIFICATION.
3. CONTRACTOR SHALL INSTALL EROSION CONTROLS NOTED ON DRAWINGS AND APPLICABLE PERMITS. EROSION CONTROLS SHALL BE MAINTAINED UNTIL A PERMANENT STAND OF GRASS IS PLANTED ON SITE.
4. BALED HAY OR STRAW BARRIERS SHALL BE CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH FOOT INDEX NO. 103.
5. SILT FENCE LOCATIONS SHOWN HEREON ARE FOR CLARITY ONLY AND SHOULD BE CONSTRUCTED WITHIN PROPERTY LINES.
6. PROVIDE EROSION CONTROL MEASURES CONSISTING OF STAKED SILT FENCES AND HAY BALES ALONG THE PROPOSED LIMITS OF CONSTRUCTION AS INDICATED ON THE DRAWINGS. PROVIDE ADDITIONAL MEASURES AS NECESSARY TO AVOID ADVERSE IMPACTS TO JURISDICTIONAL AREAS (WETLANDS OR WATER BODIES) AND OFF-SITE LANDS AND WATERBODIES. MAINTAIN THESE MEASURED DAILY UNTIL CONSTRUCTION ACCEPTANCE BY THE OWNER AND THEN REMOVE AND LEGALLY DISPOSE OF SAID MEASURES.
7. EROSION CONTROL SHALL MAINTAINED WITHIN CONSTRUCTION AREA BY QUICKLY STABILIZING DISTURBED AREA TO PREVENT THE RELEASE OF SEDIMENT. THIS SHALL BE ACCOMPLISHED USING GRASS COVER, HAY BALES AND OTHER MEANS ACCEPTABLE TO OWNER, ENGINEER AND REGULATORY AGENCIES.
8. DURING CONSTRUCTION, THE CONTRACTOR SHALL, AT THE REQUEST OF THE OWNER OR AS NECESSARY MODIFY, RELOCATE THE ENVIRO-FENCE AND/OR SILT FENCE TO ALLOW FOR ACCESS AND TO COMPLETE CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ADEQUATE EROSION CONTROL AT ALL TIMES.
9. DURING CONSTRUCTION, THE CONTRACTOR WILL PROVIDE TEMPORARY SEEDING AND MULCHING FOR AREA THAT HAVE BEEN CLEARED AND NOT REWORKED WITHIN 7 CALENDAR DAYS DURING THE WET SEASON (APRIL THROUGH SEPTEMBER) AND 14 CALENDAR DAYS DURING THE DRY SEASON (OCTOBER THROUGH MARCH). ALSO, ALL SLOPE SLOPES SHALL BE SOCCED OR SEEDED AND MULCHED WITHIN 7 DAYS DURING WET SEASON AND 14 DAYS DURING THE DRY SEASON.
10. ALL SURFACE WATER DISCHARGE FROM SITE, INCLUDING DEWATERING DISCHARGE SHALL MEET STATE WATER QUALITY STANDARDS (LESS THAN 20 NTU ABOVE BACKGROUND) PRIOR TO REACHING ANY WATERS OF THE STATE INCLUDING WETLAND.
11. IN THE EVENT THAT THE EROSION PREVENTION AND CONTROL DEVICES SHOWN IN THESE PLANS PROVE NOT TO BE EFFECTIVE, ALTERNATE METHODS FOR MAINTAINING STATE WATER QUALITY STANDARDS FOR DISCHARGE FROM THE CONSTRUCTION SITE WILL BE REQUIRED. ANY ALTERNATE EROSION PREVENTION AND CONTROL DEVICES MUST BE APPROVED BY MORNOE COUNTY AND SPWMD COMPLIANCE PERSONNEL PRIOR TO PLACEMENT.

LEGEND

GENERAL

- BOUNDARY OF MAX AREA OR PROPERTY LINE
- TAX LOT NUMBER
- ▲ CONTRACTOR'S SURVEY REFERENCE
- ⑤ KEY NOTE NUMBER
- ⑥ KEY NOTE PLAN # OF FINISH SPACES



BUBBLE SYMBOLS

CIVIL ENGINEERING - REG. NO. 12517
 PEREZ ENGINEERING & DEVELOPMENT, INC.
 1000 N. W. 10TH AVE., SUITE 100
 MIAMI, FL 33136
 TEL: 305-575-1111 FAX: 305-575-1112
 WWW.PEREZENGINEERING.COM

ALLEN RESZ, PE
 No. 12517
 PEREZ ENGINEERING & DEVELOPMENT, INC.
 1000 N. W. 10TH AVE., SUITE 100
 MIAMI, FL 33136
 TEL: 305-575-1111 FAX: 305-575-1112
 WWW.PEREZENGINEERING.COM

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

FORT STREET PARKING LOT

KEY WEST, FL 33040

CITY OF KEY WEST
 P.O. BOX 1409
 KEY WEST, FL 33041

JOB NO.	111002
DRAWN	RTM
DESIGNED	SEP
CHECKED	SEP
SCALE	



PEREZ ENGINEERING & DEVELOPMENT, INC.
 1000 WEST BAYVIEW AVENUE, SUITE 400
 MIAMI, FL 33134
 TEL: 305.375.1100 FAX: 305.375.1101
 WWW.PEREZENGINEERING.COM
 PEREZ ENGINEERING & DEVELOPMENT, INC.
 1000 WEST BAYVIEW AVENUE, SUITE 400
 MIAMI, FL 33134
 TEL: 305.375.1100 FAX: 305.375.1101
 WWW.PEREZENGINEERING.COM

ALLEN PEREZ, P.E.
 PROFESSIONAL ENGINEER
 No. 12007
 JUNE 12, 2012

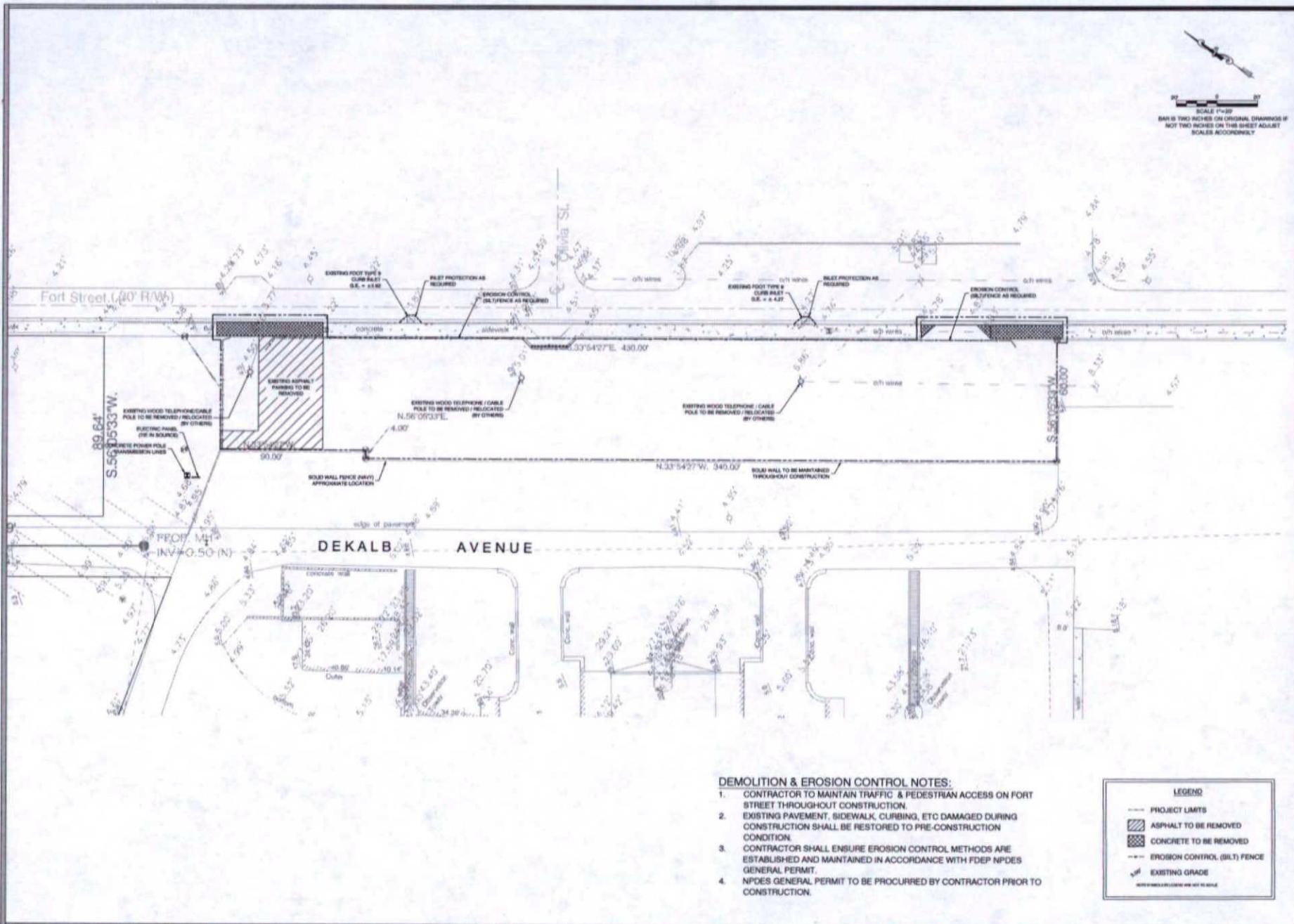
NO.	REVISIONS
1	ORIGINAL
2	
3	
4	
5	
6	

CITY OF KEY WEST
 P.O. BOX 1489
 KEY WEST, FL 33041

PROJECT TITLE
 FORT STREET PARKING LOT
 KEY WEST, FL 33040
 DEMOLITION & EROSION CONTROL PLAN

CITY OF KEY WEST
 P.O. BOX 1489
 KEY WEST, FL 33041

JOB NO.	DATE
111102	
DRAWN	RTM
DESIGNED	ASP
CHECKED	ASP
DATE	

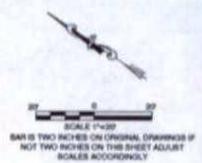


- DEMOLITION & EROSION CONTROL NOTES:**
- CONTRACTOR TO MAINTAIN TRAFFIC & PEDESTRIAN ACCESS ON FORT STREET THROUGHOUT CONSTRUCTION.
 - EXISTING PAVEMENT, SIDEWALK, CURBING, ETC DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION.
 - CONTRACTOR SHALL ENSURE EROSION CONTROL METHODS ARE ESTABLISHED AND MAINTAINED IN ACCORDANCE WITH FDEP NPDES GENERAL PERMIT.
 - NPDES GENERAL PERMIT TO BE PROCURED BY CONTRACTOR PRIOR TO CONSTRUCTION.

LEGEND

---	PROJECT LIMITS
[Hatched Box]	ASPHALT TO BE REMOVED
[Cross-hatched Box]	CONCRETE TO BE REMOVED
- - -	EROSION CONTROL (SILT) FENCE
√	EXISTING GRADE

NOTES: DIMENSIONS AND BEARINGS ARE TO BE MAINTAINED



1510 P.O. BOX 1499
 KEY WEST, FL 33040
 TEL: 305.237.1499 FAX: 305.237.1498
 WWW: WWW.PEREZENGINEERING.COM
PEREZ ENGINEERING
 & DEVELOPMENT, INC.
 2007 EAST PALM BLVD., SUITE 100
 WEST PALM BEACH, FL 33411

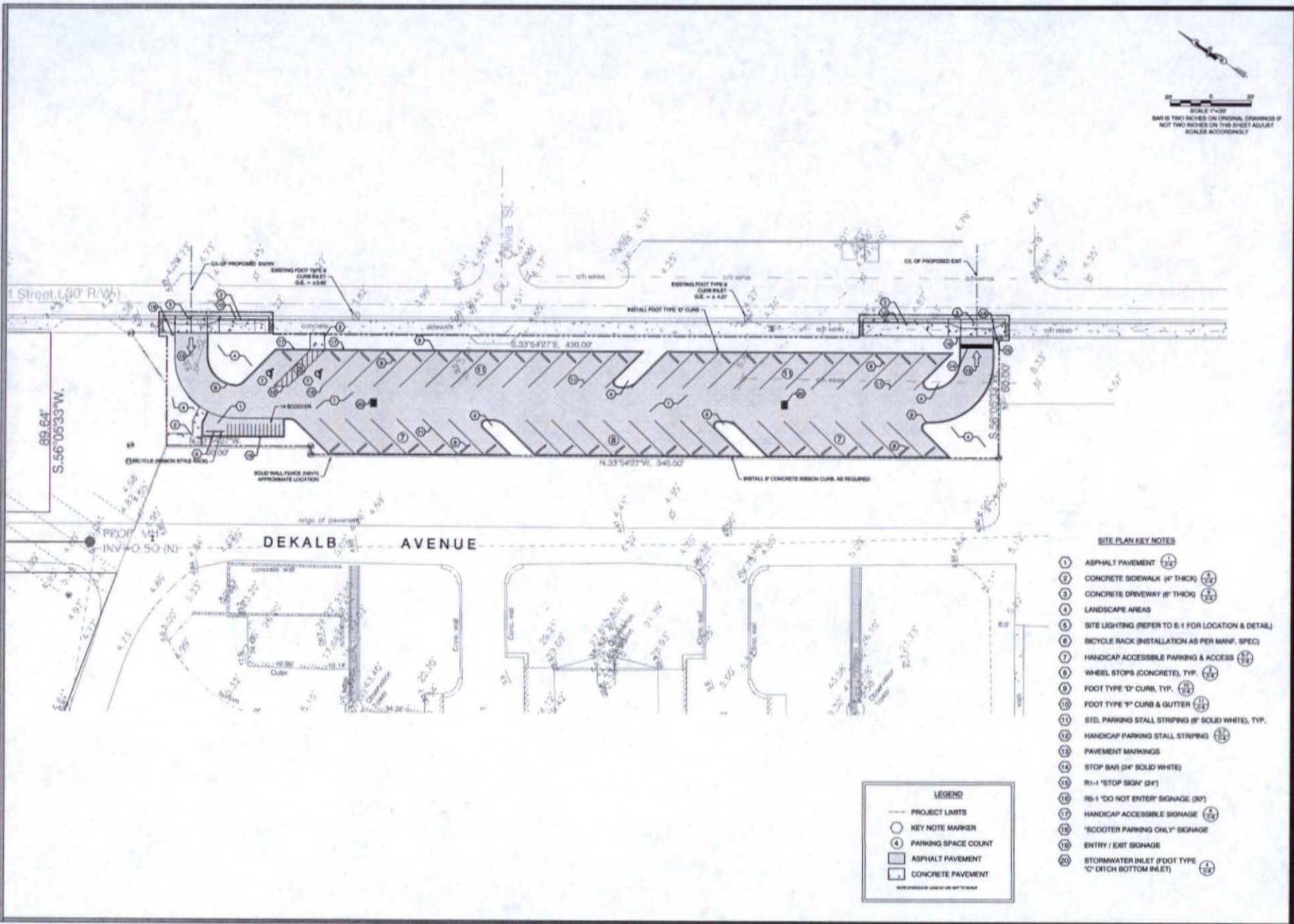
ALLEN PEREZ, P.E.
 PROFESSIONAL ENGINEER
 No. 12,548
 JAN 18, 2012

NO.	DATE	DESCRIPTION
1		ORIGINAL
2		
3		
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6		

ORIGINAL DATE
 NO. DESCRIPTION
 1
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CITY OF KEY WEST
 P.O. BOX 1499
 KEY WEST, FL 33041
 FORT STREET PARKING LOT
 KEY WEST, FL 33040
SITE PLAN

JOB NO. 111050
 DRAWN: RYM
 DESIGNED: AEP
 CHECKED: AEP
 DATE: 01/18/12
 SHEET: C-3

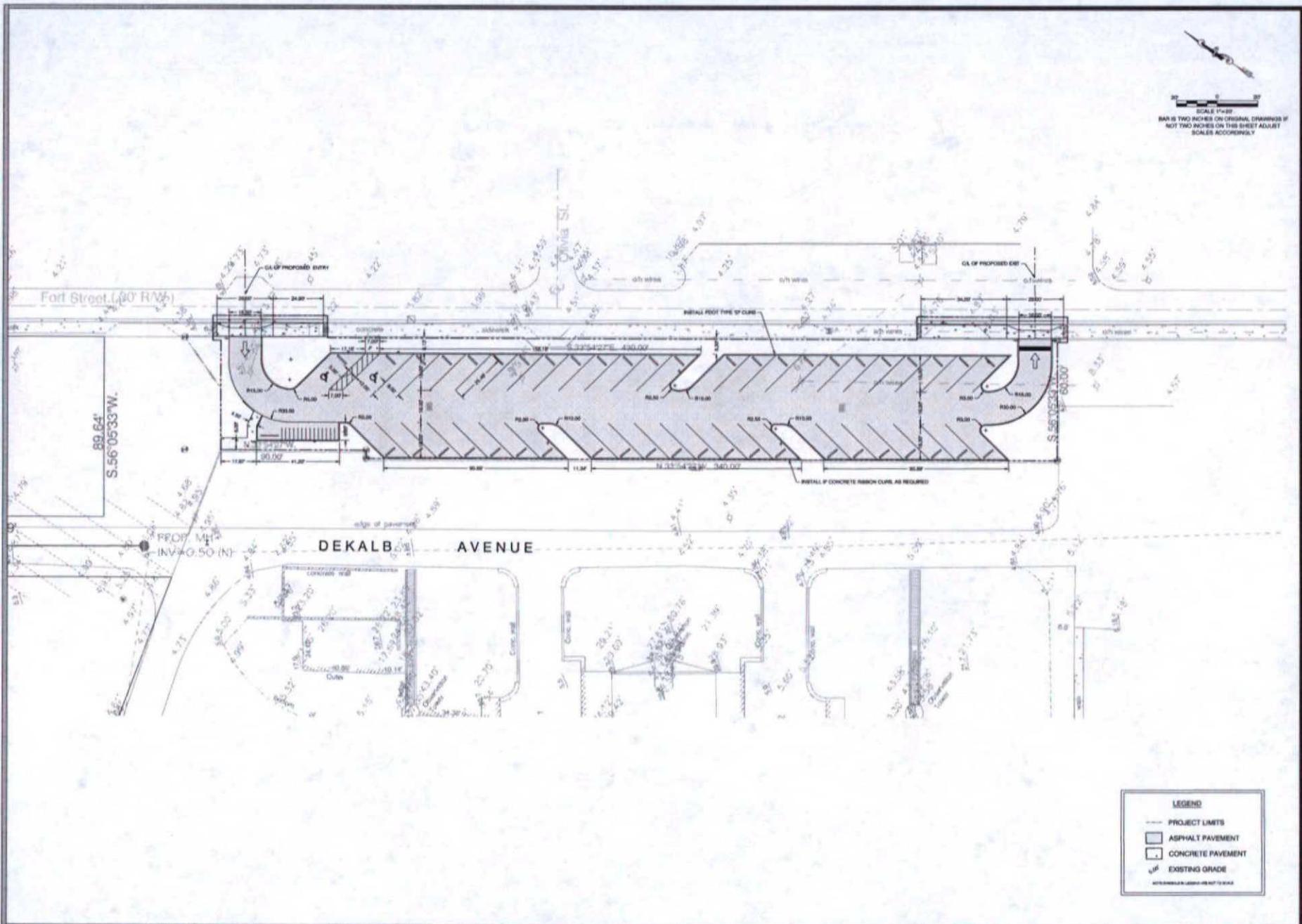


- SITE PLAN KEY NOTES**
- 1 ASPHALT PAVEMENT (1/24)
 - 2 CONCRETE SIDEWALK (4\"/>

LEGEND

- PROJECT LIMITS
- KEY NOTE MARKER
- ④ PARKING SPACE COUNT
- ▨ ASPHALT PAVEMENT
- ▭ CONCRETE PAVEMENT

NOTE: DIMENSIONS OF CURBS ARE NOT TO SCALE



LEGEND

---	PROJECT LIMITS
[Hatched Box]	ASPHALT PAVEMENT
[Solid Box]	CONCRETE PAVEMENT
[Dotted Box]	EXISTING GRADE

NOT DIMENSIONAL UNLESS SHOWN TO SCALE

NEW BEST PRACTICE
 15000 SW 24TH AVENUE, SUITE 400
 MIAMI, FL 33185
 TEL: 305.224.1140 FAX: 305.224.1142
 WWW.PEREZENGINEERING.COM
PEREZ ENGINEERING
 & DEVELOPMENT, INC.
 2007 C.E. AND S.E. WILSON AVENUE, SUITE 140
 WEST PALM BEACH, FL 33411
 TEL: 561.832.1111 FAX: 561.832.1112

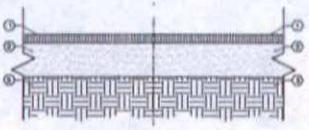
ORIGINAL: _____ DATE: _____
 REVISIONS: _____

CITY OF KEY WEST
 P.O. BOX 1489
 KEY WEST, FL 33041

FORT STREET PARKING LOT
 KEY WEST, FL 33040
 GEOMETRY PLAN

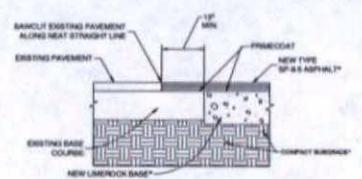
JOB NO.	11152
DRAWN	RTM
DESIGNED	AEF
CHECKED	AEF
DATE	

C-4



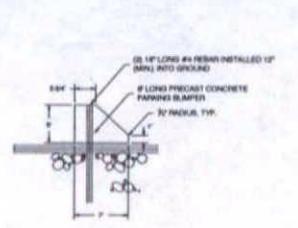
- REVISED NOTES**
- 2" SP A-3 STRUCTURAL COURSE OVER FRAME COAT
 - NEW LIMEROCK BASE COURSE COMPACTED TO 95% OF AASHTO D-1557
 - 2" SUBBASE COMPACTED TO 95% OF AASHTO D-1557
- NOTE:** THIS IS TO BE BUILT BY CONTRACTOR WITH FDOT APPROVED MATERIALS.

1 Asphalt Pavement Detail
C-6 NTS

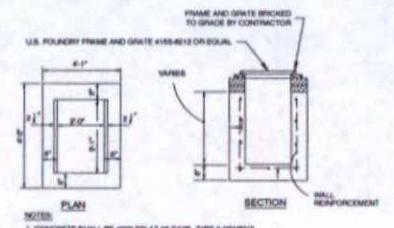


- NOTE:** FOR MATERIAL, OPTIVE AND TESTING REQUIREMENTS OF NEW ASPHALT CONSTRUCTION, PLEASE REFER TO C-6, DETAIL # 1, SHEET C-7.

2 Pavement Connection to Existing Surface
C-6 NTS

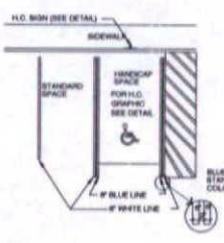


3 Concrete Parking Bumper Detail
C-6 NTS



- NOTES:**
- CONCRETE SHALL BE 4000 PSI AT 28 DAYS, TYPE 2 CEMENT
 - ALL REINFORCEMENT MAY BE WELDED WIRE AS PER ASTM GRATE #4 @ 12" O.C.E.W.
 - FRAMES AND GRATE REINFORCED TO GRADE BY CONTRACTOR
 - BOTTOM REINETS SHALL BE 1/2" PRODUCT NO. 30 OR EQUAL
 - STRUCTURES TO BE SET ON COARSE AGGREGATE BEDDING

4 Type "C" Ditch Bottom Inlet
C-6 NTS



5 Handicap Parking Details
C-6 NTS



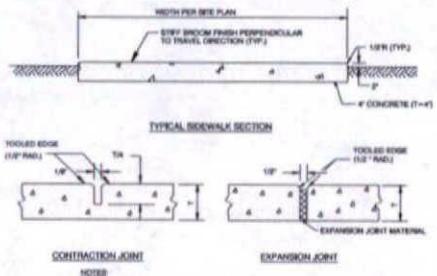
- NOTE:** 8' x 8' SIGN. THIS IS A STANDARD SIGN AND MAY BE OBTAINED FROM TRAFFIC SIGN SUPPLIER BY NUMBER. THE SIGN MUST BE SUPPLEMENTED WITH A 'NO ACCESSIBLE' SIGN AS APPLICABLE AND AN AMOUNT OF THE FINE FOR ILLEGALLY PARKING IN THE RESERVED SPACES & INADEQUATELY MARKED, CONFORM WITH LOCAL REGULATIONS.

6 Accessibility Signage
C-6 NTS



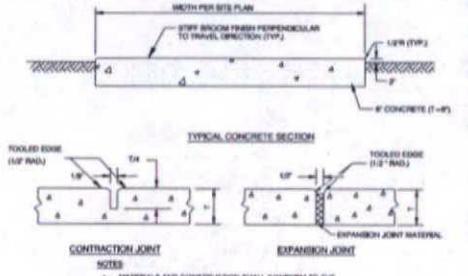
- NOTES:**
- ALL LETTERS ARE 1/2" HIGH
 - TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED SILVER BACKGROUND WITH WHITE REFLECTORIZED LETTERS & BORDER
 - BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK GRAPHIC LETTERS & BORDER

7 Handicap Graphic Details
C-6 NTS



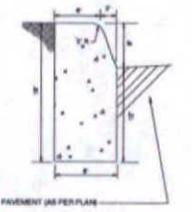
- NOTES:**
- PROVIDE EXPANSION JOINTS WHERE NEW SIDEWALKS ADJUT STREET LINES AND CONTRACTION JOINTS AT INTERSECTIONS TO SIDEWALK WIDTH
 - REPLACE CONCRETE SIDEWALKS AT SCURED JOINTS TO AVOID A PATCHED APPEARANCE. PROVIDE A 1/2" ELEVATION CHANGE BENEATH NEW SIDEWALK
 - SIDEWALKS SLOPED MUST EXCEED THE FOLLOWING MIN. FINISHING SLOPE: 1% CROSS SLOPE

8 Typical Sidewalk Detail
C-6 NTS

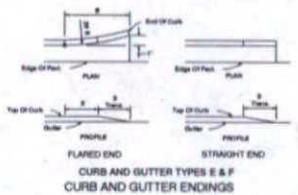
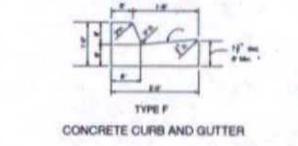


- NOTES:**
- MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF SECTION 800 OF FDOT SPECIFICATIONS
 - BASE MATERIALS: 6\"/>
 - SUB-BASE: 1\"/>

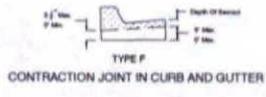
9 6\"/>



10 FDOT Type "D" Curb
C-6 NTS

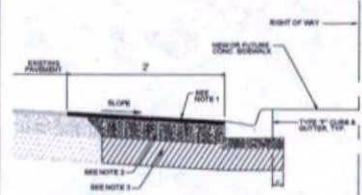


12 Asphalt Repair for Curb Construction
C-6 NTS

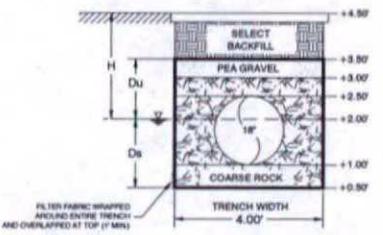


13 Exfiltration Trench Detail
C-6 NTS

- GENERAL NOTES:**
- For each gutter and curb and gutter assembly, 1/2\"/>
 - 2\"/>
 - EXISTING SUBGRADE COMPACTED AND STABILIZED TO 95% DAMPED PROCTOR VALUE



11 FDOT Type "F" Curb & Gutter
C-6 NTS



13 Exfiltration Trench Detail
C-6 NTS

CIVIL ENGINEERING & ARCHITECTURE
PEREJ, ENGINEERING & DEVELOPMENT, INC.
3800 EAST PALM AVENUE, SUITE 100
FORT SMITH, AR 72080
TEL: 479-782-2222 FAX: 479-782-2222

ALLEN REEZE, P.E.
RANK: P.E. NO. 1448
JAN 18, 2012

RYING EYSTER MUSEUM AND CONFERENCE CENTER AT THE ISLANDER RESORT
ISLAMORADA, FL 33008

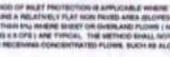
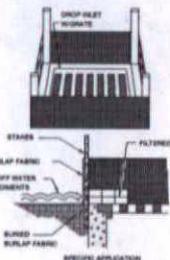
H & C ISLANDER RESORT, LLC
P.O. BOX 128
FORT SMITH, AR 72080

JOB NO: 111501
DRAWN: BM
DESIGNED: APF
CHECKED: APF
DATE: 01/18/12
SHEET: C-6

EROSION AND SEDIMENT CONTROL NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REMOVED ON SITE AND ASSURING PROPER ALIGNMENT AND GRADE IN ALL AREAS AND CHANNELS AT COMPLETION OF CONSTRUCTION.
- THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND MUST MAINTAIN THE PROJECT CHANNELS DUE TO IMPROPER CHANNEL OR ACCIDENTS.
- ADDITIONAL RESTRICTIONS OR LIMITATIONS MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CHANNELS DUE TO IMPROPER CHANNEL OR ACCIDENTS.
- CONTRACTOR SHALL MAINTAIN THAT ALL GRASSING STRUCTURES, PILES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCIDENTS.
- IF THE UTILITY BARS BECOME CLOGGED WITH SEDIMENT SO THAT IT IS UNABLE TO PERFORM ITS FUNCTION, THE MATERIALS MUST BE PULLED AWAY FROM THE BARS, CLEANED AND REPLACED.
- BARS SHALL BE EITHER WIRE BOUND OR STRUNG TIGHT WITH THE BARRING UNBENT AROUND THE BARS RATHER THAN OVER AND UNDER THE BARS.
- BARS SHALL BE PLACED LENGTHWISE IN SLOPE AND SUBPARALLEL TO THE BARS WITH THE ENDS OF ADJACENT BARS PRESSING TOGETHER.
- THE FILTER BARRING SHALL BE ENHANCED AND BACK FILLED. A TRENCH SHALL BE EXCAVATED AROUND THE BARS AND WITHIN OF A BARS TO A MINIMUM DEPTH OF FOUR FEET. AFTER THE BARS ARE ENDED, THE EXCAVATED TRENCH SHALL BE BACK FILLED AND COMPACTED AGAINST THE FILTER BARRING.
- EACH BARS SHALL BE SECURELY TIED AND HELD IN PLACE BY AT LEAST TWO STAKES OR BARRING DESIGN THROUGH THE BARS AT SPACINGS UP TO THE GROUND.
- LOCKED STAKES SHALL BE USED BETWEEN BARS TO PREVENT WATER FROM ENTERING BETWEEN BARS.
- WET BARS BARRING SHALL BE INSPECTED RANDOMLY AFTER EACH 1.0 MGD RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
- CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BARS AND PILES AND UNBENT CUTTING BETWEEN BARS.
- NECESSARY REPAIRS TO BARRING OR REPLACEMENT OF BARS SHALL BE ACCOMPLISHED PROMPTLY.
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF CAPTIONED REPAIRS 1 FOOT OR APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRING.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE WET BARS BARRING IS NO LONGER REQUIRED SHALL BE REMOVED. THE AREA SHALL BE EXCAVATED TO CORRECT TO THE FINISH GRADE, PREPARED AND RESEED.
- ALL WET BARRING SHALL BE INSPECTED RANDOMLY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
- WHEN THE FABRIC OR A FILTER BARRING DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF THE PROJECT, THE SILT PILES OR FILTER BARRING SHALL BE REPLACED PROMPTLY.
- THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAINFALL AND REPAIRS MADE AS NEEDED.
- BARRING SHALL BE REMOVED AND THE TRAP EXPOSED TO ITS ORIGINAL ORIENTATION WHEN THE SEDIMENT HAS ACCUMULATED TO ONE INCH ABOVE TO THE REQUIREMENTS. BARRING HERE.

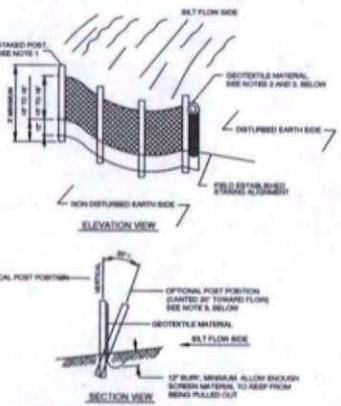
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL TO REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION.
 - AS APPLICABLE TO THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLAN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY STANDARDS AND SHALL UTILIZE ALL ADDITIONAL TECHNIQUES NECESSARY FOR COMPLIANCE.
 - ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISTURBED AREAS SHALL BE CONTROLLED AND RESTORED THROUGHOUT THE PROJECT. SLOTTED DROPPERS, BUMPS AND FLOWING PILES OF THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CORRECTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE BARRING AND THE ENVIRONMENTAL MANAGEMENT PLAN AND ENVIRONMENTAL IMPACT ASSESSMENT FOR THE PROJECT.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CHARACTERISTICS BY REMOVAL CHANNELS, BOTTOM CHANNELS, CATCH BASINS, ETC.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY WATER QUALITY CONTROL SOLUTIONS FROM ANY AGENCY THAT RESULTS IN FEES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO MAINTAIN TURNED BARRING FROM LEAVING THE SITE AND MAINTAIN TURBIDITY LEVELS ABOVE EXISTING BACKGROUND LEVELS.
- EROSION AND SEDIMENT CONTROL GENERAL NOTES**
- THE ATTACHED BEST MANAGEMENT PRACTICES (BMP) DETAILS AND SPECIFICATIONS ARE ONLY A GUIDED APPROACH DEVELOPED FOR USE BY THE CONTRACTOR TO ASSIST THEM IN IMPLEMENTING APPROPRIATE POLLUTION PREVENTION TECHNIQUES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE AND IMPLEMENT THE BEST MANAGEMENT PRACTICES THAT ARE APPROPRIATE FOR THE PROJECT'S SITE SPECIFIC CONDITIONS DURING THE LIFE OF THE CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN FOR APPROVAL BY CITY OF KEY WEST PRIOR TO BEGINNING CONSTRUCTION.



1 Drop Inlet Sediment Filter
NTS

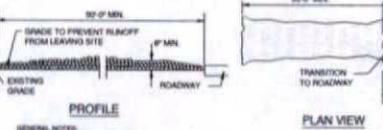
2 Silt Rock Bag Curb Inlet Filter
NTS

3 Silt Rock Bag Drop Inlet Filter
NTS



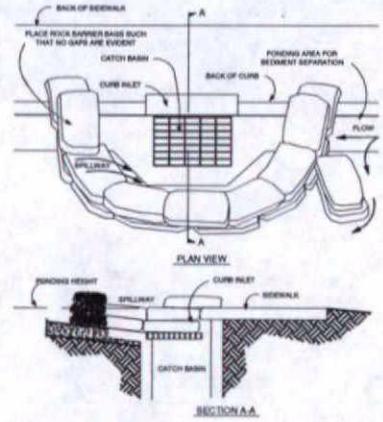
- NOTES:**
- POST: PREP. WOOD, P.T. OR GALV. STEEL AT 4' CENTERS, MAXIMUM.
 - SEDIMENT TRAP: 18" DIA. 18" DEEP.
 - SEDIMENT TRAP: 18" DIA. 18" DEEP.

4 Staked Silt Barrier Detail
NTS

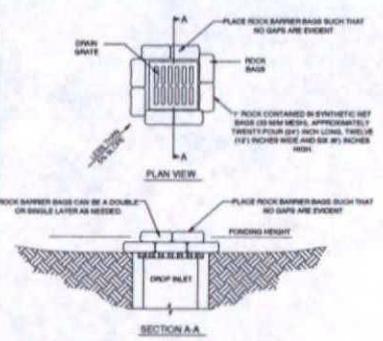


- GENERAL NOTES:**
- STONE SIZE: 3" TO 4" HIGH ON GRADED ROCK.
 - LENGTH: AS EFFECTIVE, BUT NOT LESS THAN 30 FEET.
 - THICKNESS: NOT LESS THAN 6 INCHES.
 - WIDTH: NOT LESS THAN FULL WIDTH OF ALL PORTALS OF HIGHWAY OR BRIDGE.
 - BARRING: WHEN NECESSARY, WHICH SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE INTO PUBLIC RIGHTWAY. WHEN BARRING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED STRAP OR SEDIMENT BASIN. ALL BARRING SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, CATCH BASIN OR WATERCOURSE USING APPROVED METHODS.
 - MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRUCKING OR FLOWING OF SEDIMENT INTO PUBLIC RIGHTWAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. AND REPAIR AND/OR CLEANUP OF ANY MEASURES USED TO TRAP SEDIMENT ALL SEDIMENT APPLIED, CRUSHED, BARRING OR TRUCKED INTO PUBLIC RIGHTWAY MUST BE REMOVED IMMEDIATELY.
 - DRAINAGE ENTRANCE MUST BE PROPERLY SLOPED OR ACCOMPANIED A DRAINAGE BASIN TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

5 Gravel Construction Entrance
NTS



- NOTES:**
- ALL ROCK BAG BARRING MUST ADHERE WITH THE NOTES ON PREVIOUS PAGE.
 - PLACE CURB TYPE ROCK BAG BARRING ON GENTLY SLOPING STREET, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM PONDING.
 - BAGS OF WOVEN GEOTEXTILE FABRIC FILLED WITH SAND, MUST BE LAYERED SUCH THAT NO GAPS ARE EVIDENT.
 - LEAVE ONE SANDBAG GAP IN THE ROW ON THE SIDE AWAY FROM PONDING, TO PROVIDE A SPILLWAY, OR IN THE CENTER OF PONDING IS NEEDED ON BOTH SIDES.
 - INSPECT BARRING AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRASS MUST BE REMOVED FROM THE TRAVELWAY IMMEDIATELY.



- NOTES:**
- DROP INLET SEDIMENT BARRING ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS. (LESS THAN 1%).
 - A REASONABLE DESIGN SIZE PARTICLE TO CAPTURE MUST BE SELECTED.
 - SIZE DISTRIBUTION OF UPSTREAM SOL PARTICLES MUST BE EVALUATED.
 - WINDL AND OUTFLOW FROM THE SYSTEM FOR A SPECIFIC FREQUENCY STORM MUST BE KNOWN.
 - POND VOLUME IS INVERSELY PROPORTIONAL TO THE OBSERVED RATE OF WATER FROM THE SYSTEM.
 - POND VOLUME IS INVERSELY PROPORTIONAL TO THE MASS OF THE DESIGN SIZE SUSPENDED PARTICLE.
 - A SYSTEM MUST PROVIDE SUFFICIENT FLOW TO ALLOW FOR DEPOSITION OF DESIGN SIZE PARTICLES.
 - THE PONDING HEIGHT MUST BE WELL BELOW THE GROUND ELEVATION DOWNDRAVE TO PREVENT PONDING FROM BEYONDING THE BARS. A TEMPORARY ONE MAY BE NECESSARY ON THE DOWNDRAVE SIDE OF THE STRUCTURE.

3 Silt Rock Bag Drop Inlet Filter
NTS

PEREZ ENGINEERING & DEVELOPMENT, INC.
1000 S. W. 10TH AVENUE, SUITE 100
MIAMI, FL 33135
TEL: 305.375.1111
FAX: 305.375.1112
WWW.PEREZENGINEERING.COM

ALMA PEREZ, P.E.
Professional Engineer
No. 10000
Exp. 12/31/2018
Am. 18, 2012

FORT STREET PARKING LOT
KEY WEST, FL 33040
NPD'S DETAILS

CITY OF KEY WEST
P.O. BOX 1469
KEY WEST, FL 33041

JOB NO. 171007
DESIGN BY
REVISIONS
CHECKED
DATE
SHEET



THE CITY OF KEY WEST

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

December 2, 2013

Mr. Daniel Higgins
Vice President
Douglas N. Higgins, Inc.
3390 Travis Pointe Road, Suite A
Ann Arbor, Michigan 48108

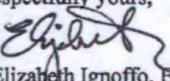
**Subject: Fort Street Parking Lot
Project Scope of Work Clarification**

Dear Mr. Higgins,
The purpose of this letter of agreement is to remedy the incorrect information provided in the Fort Street Parking Lot ITB Bid Form. Start of Construction and Contract Completion Time referred to construction of ten wells to be completed in 200 calendar days.

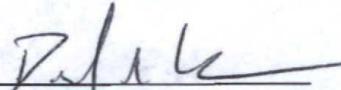
City staff would like to clarify the scope of work for this project does not include construction of wells. Contract completion time shall be 200 calendar days from the date of Notice to Proceed.

Please acknowledge concurrence that well construction will not be included in this project and construction completion shall be within 200 calendar days by affixing your signature to this letter agreement.

Respectfully yours,


Elizabeth Ignoffo, E.I.
Project Engineer

City of Key West, Florida
3126 Flagler Avenue
Key West, FL 33040
305-809-3966



Signature
VICE PRESIDENT

Title
12/3/13

Date

Douglas N. Higgins, Inc.
3390 Travis Pointe Road, Suite A
Ann Arbor, Michigan 48108