

09-12337

CITY OF NAPLES, FLORIDA

**AGREEMENT
(PROFESSIONAL SERVICES)**

Bid/Proposal No. 015-09

Contract No. _____

Project Name Cove Stormwater Pump Station improvements

THIS AGREEMENT (the "Agreement") is made and entered into this 4th day of February, 2009, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Douglas N. Higgins, Inc., a Michigan corporation, 3390 Travis PTE. Rd., Ste. A, Ann Arbor, MI, 48108, (the "CONTRACTOR").

WITNESS:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY**

1.1. The Services to be performed by CONTRACTOR are generally described as **Cove Stormwater Pumping Station Improvements**, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be until project completion. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$2,778,000.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as

Exhibit B and made a part of this Agreement.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of this Agreement.**

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section,

for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Douglas N. Higgins, Inc.

3390 Travis PTE. Rd., Ste. A
Ann Arbor, MI 48108
Attn: Kelly A. Wilkie, Vice President

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Tara A. Norman
Tara A. Norman, City Clerk

By: A. William Moss
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

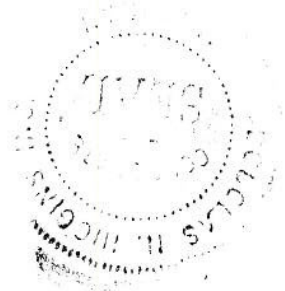
By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONTRACTOR:
Douglas N. Higgins, Inc.
A Michigan Corporation

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

By: Tam N Higgins
Its VICE PRESIDENT

(CORPORATE SEAL)



General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [or in Exhibit A-1 through A-J], attached and made part of this Exhibit A.



INVITATION FOR BID
CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE:	TITLE: COVE STORMWATER PUMPING STATION IMPROVEMENTS	NUMBER:	OPENING DATE & TIME: 01/09/2009 2:00 PM
PRE-BID DATE, TIME AND LOCATION: A Mandatory Pre-Bid Meeting will be held on December 15, 2008 at 2:00 PM in the Purchasing Conference Room located at 270 Riverside Cr., Naples, Florida 34102			
NAME OF PARTNERSHIP, CORPORATION OR BUSINESS:	DOUGLAS N. HIGGINS, INC.		
MAILING ADDRESS:	3390 TRAVIS PTE. RD., STE. A ANN ARBOR, MICHIGAN 48106 (734) 996-9500		
CITY-STATE-ZIP:			
PH: 734 996 9500	EMAIL: DANH@DNHIGGINS.COM		
FX: 734 996 8480	WEB ADDRESS: N/A		
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.			
AUTHORIZED SIGNATURE <i>Kelly A. Wilkie</i>	DATE Jan. 9, 2009	PRINTED NAME/TITLE Kelly A. Wilkie Vice President	
Please Initial by all that apply I acknowledge receipt of the following addendum <i>1 addendum #1 KW</i> <i>5/2/ addendum #2</i> <i>KK addendum #3</i> <i>KK addendum #4</i>			

PLEASE NOTE THE FOLLOWING:

- > This page **must be completed and returned with your bid.**
- > Bids must be **submitted in a sealed envelope, marked with bid number & closing date.**
- > Bids received after the above closing date and time will not be accepted.
- > **If you do not have an email address** and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.

**DIVISION 00 - SECTION 003000
 BID PROPOSAL
 BID NO.: 015-09**

**COVE STORMWATER PUMPING STATION IMPROVEMENTS PROJECT
 CITY OF NAPLES**

Full Name of Bidder DOUGLAS N. HIGGINS, INC.
 Main Business Address 3390 TRAVIS PTE. RD., STE. A
 ANN ARBOR, MICHIGAN 48108
 Place of Business SAME (734) 996-9500
 Telephone No. 734 996 9500 Fax No. 734 996 8480
 Contractor's License #: LC6E060189 Type: GENERAL Contractor Issue Location: STATE OF FLORIDA
 To: **CITY OF NAPLES, Purchasing Division, 270 Riverside Circle, Naples, FL 34102**
 (hereinafter called the Owner)

The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that it has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

Addendum Number	Date Issued	Contractor's Initials
<u>1</u>	<u>12/11/08</u>	<u>DNH</u>
<u>2</u>	<u>12/23/08</u>	<u>DNH</u>
<u>3</u>	<u>12/23/08</u>	<u>DNH</u>
<u>4</u>	<u>1/5/09</u>	<u>DNH</u>

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the Owner in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish and install all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the specified Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that it will take full payment the sums set forth in the following Bid Schedule:

NOTE: If you choose to bid, please submit in triplicate (ONE ORIGINAL and TWO COPIES) of your bid proposal package on this form.

BID NUMBER: 015-09
 BID OPEN DATE: 01/09/2009
 CITY PROJ. NO.: 07V15

003000- 1

COVE STORMWATER PUMPING
 STATION IMPROVEMENTS
 Boyle Project No. 17138.00

DIVISION 00 - SECTION 003000
BID PROPOSAL
BID NO.: 015-09

Having visited and become familiar with the conditions at the project site and having carefully examined the bidding requirements, drawings and specifications, the undersigned proposes to furnish all materials, labor, equipment and incidentals to complete the entire work in accordance with the design documents, applicable codes and ordinances as follows:

BASE BID			
Bid Item and Description	Quantity Each	Unit Price	Extended Amount Bid
1 Bonds and insurance	LS	33,000. ⁰⁰	33,000. ⁰⁰
2 Mobilization and demobilization	LS	25,000. ⁰⁰	25,000. ⁰⁰
3 Demolition of existing piping and equipment including pumps, right-angle gear drives, engines, motor, engine exhaust system etc.	LS	10,000. ⁰⁰	10,000. ⁰⁰
4 Pump station building demolition including louvers, grating, manual bar rack, door etc.	LS	17,000. ⁰⁰	17,000. ⁰⁰
5 Pump station improvements include new pumps, right angle gear drives, electric motor, engines, fuel piping, 16" PVC pipe, flap gates, manual bar rack, gate valves etc.	LS	1,190,000. ⁰⁰	1,190,000. ⁰⁰
6 Pump Station Building Improvements include new acoustical louvers, fans, door, new CMU facing, painting, architectural improvements etc.	LS	180,000. ⁰⁰	180,000. ⁰⁰
7 Standby power generator and fuel storage tank	LS	100,000. ⁰⁰	100,000. ⁰⁰
8 Electrical excluding electrical for bar screen and bypass structures.	LS	100,000. ⁰⁰	100,000. ⁰⁰
9 Instrumentation and controls excluding instrumentation and control for bar screen and bypass structures	LS	150,000. ⁰⁰	150,000. ⁰⁰
10 Allowances/contingencies for work as directed by the Owner to address unforeseen conditions	LS		\$25,000.00

BID NUMBER: 015-09
 BID OPEN DATE: 01/09/2009
 CITY PROJ. NO. : 07V15

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COVE STORMWATER PUMPING
 STATION IMPROVEMENTS
 Boyle Project No. 17138.00

11	Equipment salvage credit for pumps, right-angle gear drives, electrical motor, engines, appurtenances etc.	LS	6,000.00	6,000.00
TOTAL AMOUNT BASE BID				1,836,000.00
ALTERNATE BID				
1	Mechanically cleaned bar screen and bypass structure construction including structural, site civil, fencing, grading, process equipment, electrical and instrumentation and controls, etc	LS	900,000.00	900,000.00
2	Civil site work includes asphalt driveway, grading, parking spaces etc. Civil site work under this pay item does not include site work inside bar screen structure fenced area.	LS	27,000.00	27,000.00
3	Landscaping and irrigation work per construction drawings L-101, L-102 & L-103	LS	15,000.00	15,000.00
GRAND TOTAL (BASE BID PLUS ALTERNATE BID)				2,778,000.00

Two million seven hundred seventy eight thousand dollars and 00 cents
 (Grand total bid price in words)

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH THE BID. THESE DOCUMENTS ARE ATTACHED TO AND MADE A CONDITION OF THIS BID:

- Invitation for Bid (Front Page)
- References (Page 9)
- Section 003000 - Bid Proposal with Bid Schedule
- Section 003010 - Statement of Bidder's Qualifications
- Section 003020 - List of Subcontractors
- Section 003030 - Material Manufacturers
- Section 004100 - Bid Proposal Bond
- Section 004200 - Corporate Resolution
- Section 004700 - Drug-Free Work Place Certification
- Section 004750 - Schedule of Costs for Major Structures and/or Areas of Work
- Section 004800 - Non-Collusion Affidavit
- Section 004900 - Trench Safety Affidavit (Required by State Law)

Bidder agrees to submit Application for Payment on prescribed Application for Payment form and submit specified Release of Liens and Affidavit Forms for payment under this contract. Ten

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BID NUMBER: 015-09
 BID OPEN DATE: 01/09/2009
 CITY PROJ. NO. : 07V25

COVE STORMWATER PUMPING
 STATION IMPROVEMENTS
 Boyle Project No. 17138.00

(10) percent shall be withheld from each payment until satisfactory completion of Punch List corrections and acceptance by Engineer and Owner and the Work is certified Substantially Complete by Engineer/Project Manager.

NOTE: Please return this bid form to the above address. **NO OTHER BID FORM WILL BE ACCEPTED.**

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the project drawings and specifications.

In submitting this bid, the Bidder makes all representations required by the Invitation to Bid and Instructions to Bidders and further warrants and represents the following:

1. Bidder is aware of the general nature of Work to be performed by Owner and others at the site as it relates to this Work Indicated in the contract documents.
2. Bidder has given Engineer/Project Manager/Owner notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this bid is submitted.

Upon receipt of written notice of conditional acceptance of this Bid, Bidder will execute the formal Contract attached within ten (10) calendar days and deliver Insurance as required by the Contract Documents.

If awarded a contract under this Proposal, the undersigned agrees to provide all required documentation within 7 calendar days from commencement date stipulated in the written "Notice to Proceed" and/or Official City of Naples Purchase Order, unless the Project Manager, in writing, subsequently notifies Contractor of a modified (later) commencement date.

Respectfully Submitted:

State of Florida *Washburn*
County of Collier *Washburn*

Kelly A. Wilkie, being first duly sworn on oath deposes and says that the Bidder on the above Proposal is organized as indicated and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

Kelly A. Wilkie, also deposes and says that it has examined and carefully prepared its Bid Proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

(a) Corporation

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

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COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17138.00

The Bidder is a corporation organized and existing under the laws of the State of Michigan which operates under the legal name of Douglas N. Higgins, Inc. and the full names of its officers are as follows:

President Douglas N. Higgins
Secretary R. SUZANNE HAWKER
Treasurer R. SUZANNE HAWKER
Manager SEE ATTACHED LIST

and it (does) or ~~(does not)~~ have a corporate seal. The is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken 18 MAY 2008, a certified copy of which is hereto attached (strike out this last sentence if not applicable).

(b) Co-Partnership

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

The co-partnership does business under the legal name of:

(c) Individual

The Bidder is an individual whose full name is _____ and if operating under a trade name, said trade name is _____

DATED 9 January 2009

Dale Wilke
Witness DAVID J. WILKIE

James A. Sweet
Witness JAMES A. SWEET

DOUGLAS N. HIGGINS, INC.

Legal entity

BY: Douglas N. Higgins, Inc.
Name of Bidder (Typed)

Kelly A. Wilke
Signature

Vice-President
Title

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

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COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17138.00

Telephone and e-mail address: (734) 996-9500 / dhiggins@aol.com [Corporate Seal]

STATE OF FLORIDA Michigan

COUNTY OF ~~COLLIER~~ Washington

The foregoing instrument was acknowledged before me this 9th day of January, 2008, by Kelly A. Wilkie as Vice-President of Doughlas N. Higgins, Inc. a Michigan corporation, on behalf of the corporation. He/she is personally known to me ~~or has produced~~ as identification and did ~~(did not)~~ take an oath.

My Commission Expires:

R. SUZANNE HAWKER
Notary Public, Washington County, MI
My Commission Expires Mar 7, 2011

R. Suzanne Hawker
(Signature of Notary)

NAME: R. SUZANNE HAWKER
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of Michigan

Commission No.: N/A

RETURN WITH BID

END OF SECTION 003000 - BID PROPOSAL

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

003000- 6
COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17136.00

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on May 15, 2008 and that said resolution is in full force and effect:

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

Douglas N. Higgins

[Signature]

Daniel N. Higgins

[Signature]

William D. Higgins

[Signature]

James H. Sweet

[Signature]

Kelly A. Wilkie

[Signature]

[Signature]
R. Suzanne Hawker
Secretary

Dated: May 15, 2008





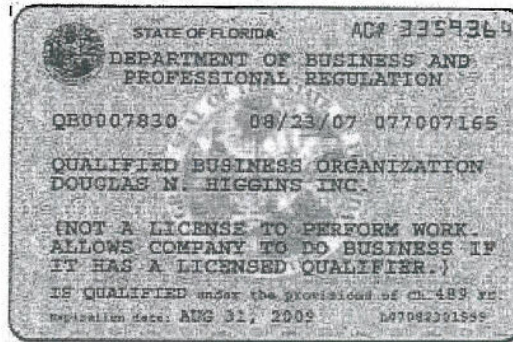
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

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



DETACH HERE

3359364 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L07082301599

DATE	BATCH NUMBER	LICENSE NBR
08/23/2007	077007165	QB0007830

The BUSINESS ORGANIZATION
Named below IS QUALIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2009
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

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

CHARLIE CRIST GOVERNOR
HOLLY BENSON SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD
 1940 NORTH MONROE STREET
 TALLAHASSEE FL 32399-0783

(850) 487-1395

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

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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

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

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

DETACH HERE

AC# 3959874

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08082902153

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

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

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

CHARLIE CRIST
 GOVERNOR

CHARLES W. DRAGO
 SECRETARY

DISPLAY AS REQUIRED BY LAW

**DIVISION 00 – SECTION 003010
STATEMENT OF BIDDER'S QUALIFICATIONS**

COVE STORMWATER PUMPING STATION IMPROVEMENTS

Consideration of the bid requires certain experience qualifications. The bidder must identify below direct experience over the last six years with the successful installation of similar stormwater/wastewater pumping station facilities. The bidder must also identify below direct experience over the last six years with the successful installation of mechanically cleaned bar screens for stormwater/wastewater treatment facilities. Installation by a subcontractor shall not satisfy this requirement unless that same subcontractor is listed as the installing subcontractor for this project. Failure to strictly satisfy these qualifications will result in bid disqualification. Submission of the bidder's qualifications must include the following information and format as a minimum. The bidder shall prepare his qualifications on separate sheets and attach to the bid when submitted.

Sample of required information and format to be submitted for each project:

Project Owner: Please See Attached Sheets

Project Name: _____

Size and Number of Engine Driven Pumps: _____

Manufacturer of Engine Driven Pumps: _____

Date Completed: _____

Installation by own forces: Yes / No

Installation by subcontractor: Yes / No

Owner or Engineer Contact (Name, phone and email): _____

Size and Number of Mech. Cleaned Bar Screens: _____

Manufacturer of Mech. Cleaned Bar Screens: _____

Date Completed: _____

Installation by own forces: Yes / No

Installation by subcontractor: Yes / No

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

003010-4

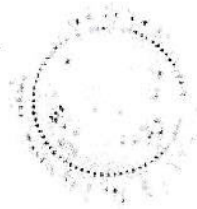
COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17138.00

Add #3

Owner or Engineer Contact (Name, phone and email): _____

Signed *James A. Sweet* VICE PRESIDENT

Name of Bidder *Douglas N. Higgins, Inc.*



RETURN WITH BID

END OF SECTION 003010 – STATEMENT OF BIDDER'S QUALIFICATIONS

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

003010-5
COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17138.09

Owner - Address - Project Manager - Phone:

City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145
Mr. Bruce Weinstein
239-389-5182

Project Name & Contract Number:

Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements

Size and Number of Engine Driven Pumps: 0

Completion Date: January 17, 2007

Installation by own forces: Yes

Installation by subcontractor: No

Engineer - Address - Phone:

CDM
9311 College Parkway
Fort Myers, FL 33919
Adam Soblenski
239-437-9494

Size and Number of Mechanical Cleaned Bar Screens: 3 Drum Screens

Manufacturer of Mechanical Cleaned Bar Screens: Baylor

Installation by own forces: Yes

Installation by subcontractor: No

Owner - Address - Project Manager - Phone:

Collier County
Public Utilities Engineering
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Sandy Sridhar

Project Name & Contract Number:

Master Pump Station 107 Rehabilitation

Size and Number of Engine Driven Pumps: 3 Submersible Pumps (5,000 GPM)

Completion Date: January 20, 2005

Installation by own forces: Yes

Installation by subcontractor: No

Engineer - Address - Phone:

Q. Grady Minor & Associates
3800 Via Del Rey
Bonita Springs, Florida 34134
David Schmitt
239-947-1144

Size and Number of Mechanical Cleaned Bar Screens: 0

Manufacturer of Mechanical Cleaned Bar Screens: N/A

Installation by own forces: N/A

Installation by subcontractor: N/A

Owner - Address - Project Manager - Phone:

Collier County
Public Utilities Engineering
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Sandy Sridhar

Project Name & Contract Number:

Master Pump Station 1.03 Improvements

Size and Number of Engine Driven Pumps: 3 Submersible Pumps (5,000 GPM)

Completion Date: March 24, 2005

Installation by own forces: Yes

Installation by subcontractor: No

Engineer - Address - Phone:

Agnoli, Barber & Brundage
7400 Tamiami Trail North, Suite 200
Naples, Florida 34108
239-597-3111

Size and Number of Mechanical Cleaned Bar Screens: 0

Manufacturer of Mechanical Cleaned Bar Screens: 0

Installation by own forces: N/A

Installation by subcontractor: N/A

Owner - Address - Project Manager - Phone:

Collier County
Public Utilities Engineering
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Sandy Sridhar

Project Name & Contract Number:

Pump Station 109 and 113 Improvements

Size and Number of Engine Driven Pumps: 6 Submersible Pumps (5,000 GPM)

Completion Date: September 29, 2006

Installation by own forces: Yes

Installation by subcontractor: No

Engineer - Address - Phone:

Q. Grady Minor & Associates
3800 Via Del Rey
Bonita Springs, Florida 34134
David Schmit
239-947-1144

Size and Number of Mechanical Cleaned Bar Screens: 0

Manufacturer of Mechanical Cleaned Bar Screens: N/A

Installation by own forces: N/A

Installation by subcontractor: N/A

Owner - Address - Project Manager - Phone:

US Army Corps of Engineers
Jacksonville District
701 San Marco Boulevard
Jacksonville, FL 32207
Phone: 904-232-2234

Project Name & Contract Number:

Nubbin Slough - Phospous Removal

Size and Number of Engine Driven Pumps: 4 Submersible Pumps (15,000 GPM)

Completion Date:

Installation by own forces: Yes

Installation by subcontractor: No

Engineer - Address - Phone:

US Army Corps of Engineers
Jacksonville District
701 San Marco Boulevard
Jacksonville, FL 32207
Phone: 904-232-2234

Size and Number of Mechanical Cleaned Bar Screens: 1 large 20 FT x 15 FT

Manufacturer of Mechanical Cleaned Bar Screens: D & J Equipment

Installation by own forces: No

Installation by subcontractor: Yes - D & J Equipment

Owner - Address - Project Manager - Phone:

City of Naples
295 Riverside Circle
Naples, Florida 34102
Ronald Wallace

Project Name & Contract Number:

Drainage Basin VI

Size and Number of Engine Driven Pumps: 3 Motor Driven Vertical Pumps (18,000 GPM)

Completion Date: February 20, 2002

Installation by own forces: Yes

Installation by subcontractor: No

Engineer - Address - Phone:

CDM
9311 College Parkway
Fort Myers, FL 33919
Adam Soblenski
239-437-9494

Size and Number of Mechanical Cleaned Bar Screens: 2 Large - 6 FT by 18 FT

Manufacturer of Mechanical Cleaned Bar Screens: Catenary Bar Screens

Installation by own forces: Yes

Installation by subcontractor: No

Owner - Address - Project Manager - Phone:

South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Mike Curley
561-248-0677

Project Name & Contract Number:

Pump Stations 127 and 133

Size and Number of Engine Driven Pumps: 10 - 54,000 GPM

Completion Date: April 2010

Installation by own forces: No

Installation by subcontractor: Yes - South Eastern Equipment Services

Engineer - Address - Phone:

South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Mike Curley
561-248-0677

Size and Number of Mechanical Cleaned Bar Screens: 0

Manufacturer of Mechanical Cleaned Bar Screens: N/A

Installation by own forces: N/A

Installation by subcontractor: N/A

**DIVISION 00 – SECTION 003020
LIST OF SUBCONTRACTORS**

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Project Manager. The undersigned further acknowledges its responsibility for ensuring that the subcontractors listed herein meet all legal requirements applicable to and necessitated by this Agreement, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The City reserves the right to disqualify any bidder who includes non-compliant or non-qualified subcontractors in his/her bid offer. Further, the City may direct the bidder/contractor to remove/replace any subcontractor that is found to be non-compliant with this requirement subsequent to award of the contract at no additional cost to the City. **THIS LIST MUST BE COMPLETED OR BID WILL BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).**

BIDDER'S STATEMENT OF PROPOSED SUBCONTRACTOR FOR COVE STORMWATER PUMPING STATION IMPROVEMENTS

The bidder identifies the following firm as the proposed installation subcontractor for pumps including engines, motor and right angle gear drives and mechanically cleaned bar screens.

Name of Firm: Southwestern Equipment Services

Address and Phone: P.O. Box 372451 Satellite Beach FL 32927

Contact Person: Dave Herring Phone 321-848-2930

<u>Other Subcontractor and Address</u>	<u>Specialty</u>
1. <u>Talton & Associates</u> <u>Naples FL</u>	<u>Survey</u>
2. <u>FL Contractors Video</u> <u>Tampa FL</u>	<u>Construction Video</u>

Signed Kelley A. Wilkie

Name of Bidder Douglas N. Higgins Inc

RETURN WITH BID

END OF SECTION 003020 – LIST OF SUBCONTRACTORS

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

3/1/4

**DIVISION 00 – SECTION 003030
MATERIAL MANUFACTURERS**

The Bidder is required to state below, material manufacturers it proposes to utilize on this project. No change will be allowed after submittal of Bid. If substitute material proposed and listed below is not approved by Engineer, Bidder shall furnish the manufacturer named in the specification. Acceptance of this Bid does not constitute acceptance of material proposed on this list. **THIS LIST MUST BE COMPLETED OR BID WILL BE DEEMED NON-RESPONSIVE.** (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED MANUFACTURER FOR COVE STORMWATER PUMPING STATION IMPROVEMENTS PROJECT

The bidder lists the following manufacturers of the major equipment (pumps, diesel engines, mechanically cleaned vertical bar screens, slide gates, standby power generator etc.):

<u>MATERIAL</u>	<u>MANUFACTURER</u>
1. <u>Slide Gates</u>	<u>Hydro Gate</u>
2. <u>Flap Gates</u>	<u>Hydro Gate</u>
3. <u>Concrete Pipe</u>	<u>Hanson</u>
4. <u>Day Tanks</u>	<u>Tramont</u>
5. <u>Generator</u>	<u>Cummins</u>
6. <u>Manual Bar Screen</u>	<u>Tom Evans Environmental</u>

Signed Kelly A. Wilkie
Name of Bidder Douglas N Higgins, Inc.

RETURN WITH BID

END OF SECTION 003030 – MATERIAL MANUFACTURERS

003030-1

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17138.00

**DIVISION 00 - SECTION 004100
BID PROPOSAL BOND**

**RETURN IN DUPLICATE WITH BID (AS APPLICABLE)
NOT TO BE FILLED OUT IF A CERTIFIED CHECK IS SUBMITTED.**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,
Douglas N. Higgins, Inc. as Principal,

and Hartford Accident and Indemnity Company as Surety

are held and firmly bound unto the City of Naples, Florida, in the sum of
\$ 5% of attached bid for the payment of which, will and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Principal and Surety
for work specified as:

**COVE STORMWATER PUMPING STATION IMPROVEMENTS PROJECT
CITY OF NAPLES, FLORIDA
BID #**

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the
plans and specifications provided heretofore, all within Collier County, is accepted and the bidder
shall within ten (10) days after notice of said award, enter into a contract, in writing, and furnish
the required Performance Bond with surety or sureties to be approved by the Director of
Purchasing, this obligation shall be void; otherwise the same shall be in full force and virtue by
law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated
damages.

Signed this 9th day of January, 2009.

Kelly A. Wilkie
Principal Kelly A. Wilkie
via President

Heather M. Johnson
Surety

Heather M. Johnson, Attorney in Fact

Principal must indicate whether corporation, partnership, company, or individual.

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his
title. The person signing for a corporation must, by affidavit, show his authority to bind the
corporation.

END OF SECTION 004100 - BID PROPOSAL BOND

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

004100-1

COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Bayla Project No. 17138.00

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

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

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

Agency Code: 35-350851

KNOW ALL PERSONS BY THESE PRESENTS THAT:

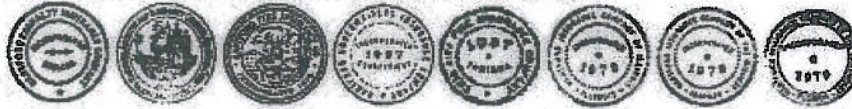
- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the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

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

Dan Hines, Heather M. Johnson, Judy K. Macklem, Carol J. Youngs
of
Ann Arbor, MI

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

Scott E. Pasela

Scott E. Pasela
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 9, 2009.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

DIVISION 00 - SECTION 004200
CORPORATE RESOLUTION

- SEE ATTACHED -

I, _____, Secretary of _____, a corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____, at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to _____ for the construction of _____.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICER</u>	<u>OFFICIAL SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this ___ day of _____, 20__.

Signature of Secretary

RETURN WITH BID

END OF SECTION 004200 - CORPORATE RESOLUTION

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

A/d/e

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on May 15, 2008 and that said resolution is in full force and effect:

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

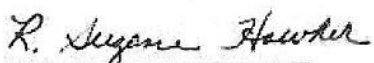
Douglas N. Higgins 

Daniel N. Higgins 

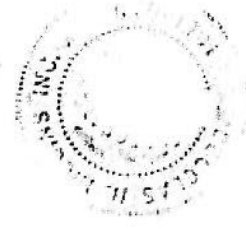
William D. Higgins 

James H. Sweet 

Kelly A. Wilkie 


R. Suzanne Hawker
Secretary

Dated: May 15, 2008



Proposal Table of Contents
Description of Solution.....
 TeleVantage 8 PBX System Requirements
PBX System Features
 Increase productivity with point-and-click interface
 Enhance customer service with personalized call handling
 Multi-site Capabilities
 Fault Tolerance Solution
 Phone, PC & Web Features
 Full-Featured Voice Mail
 Proposed Phones
 Call Logging
 Call Trace – Cradle to Grave Call Information
 Call Recording
 Call Recording Privacy.....
 Multi-Level Auto Attendant.....
 TeleVantage Desktop Application – ViewPoint
System Management.....
 System Management Interface Screen Shots.....
 TeleVantage Windows System Management Feature Set.....
Call Center Solution.....
 Automatic Call Distribution (ACD)
 Call Center Reporting
External Interfaces.....
 Software Developers Toolkit (SDK) - Included
 SMDR (Station Message Detail Recording) Service
End Users & System Administrator(s) Training.....
Warranty, Maintenance & Ongoing Support.....
 Support Included within Proposal.....
 Warranty
Vendor Overview - Your Partner
 The City of Naples Project Team
 Customer & Manufacture Comments about Selpan Interactive, Inc.....
System Implementation
Project Cost.....
Appendix A – TeleVantage ViewPoint Features

**DIVISION 00- SECTION 004750
SCHEDULE OF COST FOR MAJOR STRUCTURES
AND/OR AREAS OF WORK**

To assist in the evaluation of the Bids received and qualifications of Bidders to perform the work under the Contract, the Bidders shall submit the following breakdown to show allocation among the general items which comprise the Lump Sum Prices included in the Total Base Bid and Alternate Bid Items:

Base Bid Item No.	Description	Amount	Total
1	a. Bonds	30,000	
	b. Insurance	3,000	
	c.		
	d.		
	e.		
Total for Base Bid Item No. 1 =			33,000
2	a. Layout - As-Built	15,000	
	b. Mobilization	5,000	
	c. Demobilization	5,000	
	d.		
	e.		
Total for Base Bid Item No. 2 =			25,000
3	a. Demolition	10,000	
	b.		
	c.		
	d.		
	e.		
Total for Base Bid Item No. 3 =			10,000
4	a. Subcontractor	12,000	
	b. DN Higgins	5,000	
	c.		
	d.		
	e.		
Total for Base Bid Item No. 4 =			17,000

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

004750-1
COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17138.00

Base Bid Item No.	Description	Amount	Total
5	a. Pumps, Engines, gears, etc.	850,000	
	b. Bar Screens	150,000	
	c. Piping & Appurtenances	120,000	
	d. Fuel piping	25,000	
	e. Miscellaneous	45,000	
Total for Base Bid Item No. 5 =			1,190,000
6	a. Subcontractor	160,000	
	b. DN Higgins Labor	20,000	
	c.		
	d.		
	e.		
Total for Base Bid Item No. 6 =			180,000
7	a. Generator	40,000	
	b. Generator concrete pad	5,000	
	c. Electrical	55,000	
	d.		
	e.		
Total for Base Bid Item No. 7 =			100,000
8	a. Subcontractor	80,000	
	b. DN Higgins Labor	20,000	
	c.		
	d.		
	e.		
Total for Base Bid Item No. 8 =			100,000
9	a. Subcontractor	135,000	
	b. DN Higgins Labor	15,000	
	c.		
	d.		
	e.		
Total for Base Bid Item No. 9 =			150,000

BID NUMBER: 015-09
 BID OPEN DATE: 01/09/2009
 CITY PROJ. NO.: 07V15

004750-2

COVE STORMWATER PUMPING
 STATION IMPROVEMENTS
 Boyle Project No. 17138.00

Base Bid Item No.	Description	Amount	Total
10	a. <i>N/A</i>		
	b.		
	c.		
	d.		
	e.		
Total for Base Bid Items No. 10 =			
11	a. <i>DN Hygiene Labor</i>	<i>6,000</i>	
	b.		
	c.		
	d.		
	e.		
Total for Base Bid Items No. 11 =			<i>6,000</i>

Alternate Bid Item No.	Description	Amount	Total
1	a. <i>Fence</i>	<i>10,000</i>	
	b. <i>By Pass Vaults</i>	<i>150,000</i>	
	c. <i>72" Concrete Pipe</i>	<i>200,000</i>	
	d. <i>Bar Screen Concrete Structure</i>	<i>250,000</i>	
	e. <i>Electrical & I+C</i>	<i>150,000</i>	
	f. <i>Bar Screen Equipment</i>	<i>140,000</i>	
Total for Alternate Bid Item No. 1 =			<i>900,000</i>
2	a. <i>Cleaning & Grubbing</i>	<i>18,000</i>	
	b. <i>Asphalt</i>	<i>8,000</i>	
	c. <i>Striping, Signs, Parking Blocks</i>	<i>1,000</i>	
	d.		
	e.		
Total for Alternate Bid Item No. 2 =			<i>27,000</i>
3	a. <i>Subcontractor</i>	<i>12,000</i>	
	b. <i>DN Hygiene Labor</i>	<i>3,000</i>	
	c.		
	d.		
	e.		
Total for Alternate Bid Item No. 3 =			<i>15,000</i>

BID NUMBER: 015-09
 BID OPEN DATE: 01/09/2009
 CITY PROJ. NO.: 07V15

004750-3

COVE STORMWATER PUMPING
 STATION IMPROVEMENTS
 Boyle Project No. 17138.00

Notes:

- 1) It is understood that the allocations of prices listed above which compromise the LUMP SUM prices in the Base Bid and Alternate Bid Items are part of the Bid and will be used in evaluation of the Successful Bidder's Bid and are binding upon the Contractor.
- 2) The Lump Sum Bids shall be Bid F.O.B. installed with full freight allowed.

RETURN WITH BID

END OF SECTION 004750 -- SCHEDULE OF COST FOR MAJOR STRUCTURES AND/OR AREAS OF WORK

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

004750-4

COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17136.00

DIVISION 00 - SECTION 004800
NON-COLLUSION AFFIDAVIT

STATE OF Michigan

COUNTY OF WASHTENAW

Kelly A. Wilkie, being first duly sworn deposes and says that:

1. He (it) is the Vice-President of Douglas H. Higgins, Inc., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By Kelly A. Wilkie

Sworn and subscribed to before me this 2nd day of January, 2009, in the State of

Michigan, County of Washtenaw

R. Suzanne Hawker Notary Public

My Commission Expires: R. SUZANNE HAWKER
Notary Public, Washtenaw County, MI
My Commission Expires Mar 7, 2011

RETURN WITH BID

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

004800-1
COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17138.00

END OF SECTION 004800 - NON-COLLUSION AFFIDAVIT

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

004800-2
COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17136.00

**DIVISION 00- SECTION 004900
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Shoring/Shoring/Trench Box Cost

A. Ten thousand dollars and zero cents

(Cost in Words)

TOTAL \$ 10,000.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: DOUGLAS N. HIGGINS, INC.

DATE: 1-9-09

BY: Kelly A. Wilkie

RETURN WITH BID

END OF SECTION 004900 - TRENCH SAFETY AFFIDAVIT

004900-1

BID NUMBER: 015-09
BID OPEN DATE: 01/09/2009
CITY PROJ. NO.: 07V15

COVE STORMWATER PUMPING
STATION IMPROVEMENTS
Boyle Project No. 17138.00

END OF EXHIBIT A

Rev. 8/13/08

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis *[or other basis]* as follows *[or in Exhibit B-1, which is attached and made part of this Agreement]*:

SEE EXHIBIT A

END OF EXHIBIT B

Rev. 8/13/08

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the VICE PRESIDENT of Douglas N. Higgins, Inc. ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

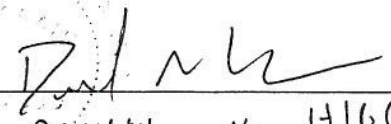

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 22nd day of JANUARY, 2009.

By: 
DANIEL N. HIGGINS, V.P.


ACKNOWLEDGMENT

STATE OF MICHIGAN

COUNTY OF WASHTENAW

SWORN TO AND SUBSCRIBED before me this 22nd day of JANUARY, 2009.

The Affiant, DANIEL N. HIGGINS, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.

R. SUZANNE HAWKER
Notary Public, Washtenaw County, MI
My Commission Expires Mar 7, 2011

Print Name: R. SUZANNE HAWKER

R. Suzanne Hawker

NOTARY PUBLIC - STATE

OF MICHIGAN

Commission Number: _____

My Commission Expires: 3/7/2011
(Notary Seal)

