

CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)

Bid/Proposal No. **ITB No. 20-024**

Clerk Tracking No. 2020-00116

Project Name: **Installation of Sewer Diesel Driven Bypass Pumps**

THIS AGREEMENT (the "Agreement") is made and entered into this 2nd day of September 2020 by and between the City of Naples, a Florida municipal corporation, (the "CITY") **Douglas N. Higgins, Inc.**, a Michigan Corporation authorized to do business in Florida that is located at: **4485 Enterprise Avenue; Naples, Florida 34104** (the "CONTRACTOR").

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 an **(ITB) Invitation to Bid No. 20-024** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of 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 the CONTRACTOR are generally described as **Installation of Sewer Diesel Driven Bypass Pumps** 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 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, registration, 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. The 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 employee 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 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 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 that regulate or have jurisdiction over the Project or the services to be provided and performed by the 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 the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

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 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 that 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 party that is contracting with the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the CITY. This section does not prevent the CONTRACTOR from contracting with other firms or government organizations for similar services.

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 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 (NTP) from the CITY for all or any designated portion of the Projects assigned to this Agreement and shall have Substantial Completion being reached for all aspects of the Project no later than February 1, 2021 and fully completed no later than March 1, 2021 with an Administrative Project Close-out time frame of 30-days. 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.

3.5 Liquidated Damages: 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 must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.

3.6 Bond. A Payment & Performance Bond will be acquired by the CONTRACTOR and be issued by a surety insurer authorized to do business in this state as surety. CONTRACTOR prior to commencement of work, will record Payment & Performance Bond in the public records of the Clerk of Collier County and furnish a copy of the original recorded Bonds to the CITY Purchasing Department.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$991,340.00 that includes a \$50,000.00 CITY controlled Contingency** 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.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of

Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**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, all attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. The 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 days 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: **Charles T. Chapman IV**, 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.
4485 Enterprise Avenue; Naples, Florida 34104
Attention: **Kelly A. Wilkie**, Vice President
FEI/EIN Number: On File (MI)

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 assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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.

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**, and with all requirements of documents listed in Exhibit A that include FEMA Supplemental Conditions and Contract Provisions for non-Federal Entity Contracts Under Federal Award all herein referenced and made a part of this Agreement.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

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.

END OF ARTICLE PAGE

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

ATTEST:



By: Patricia L. Rambosk *Patricia L. Rambosk*
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Charles T. Chapman IV *Charles T. Chapman IV*
Charles T. Chapman IV, City Manager

Approved as to form
and legal sufficiency:

By: James D. Fox *James D. Fox*
James D. Fox, City Attorney

CONTRACTOR:

DOUGLAS N. HIGGINS, INC.
4485 Enterprise Avenue
Naples, Florida 34104
Attention: **Kelly A. Wilkie**, Vice President

CONTRACTOR:

David J. Wilkie *David J. Wilkie*
Witness

David J. Wilkie
Witness Printed Name

By: Kelly A. Wilkie *Kelly A. Wilkie*

Printed Name: Kelly A. Wilkie

Title: Vice-President

FEI/EIN Number: On File
A Michigan Corporation (FL)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any issued Addendum(s)(two), City of Naples Website documents, screen shot below of SUPPORTING DOCUMENTS, Vendor's Submittal of (ITB) Invitation To Bid No.20-024, titled Installation of Sewer Diesel Pumps, all herein referenced and made a part of this Agreement.

20-024 Installation of Sewer Diesel Driven Bypass Pumps - ITB

Bid/RFP Status: Closed - no longer accepting bids and proposals

Bid/RFP Due Date: Friday, July 31, 2020 - 2:00pm

Bid/RFP Reference Number: 20-024 Installation of Sewer Diesel Driven Bypass Pumps - ITB

Designer/Engineer: Johnson Engineering

Engineer's Estimate: \$678,000.00

[Back to Bids/RFPs](#)

Introduction

The following Invitation to Bid (ITB) has been developed to solicit costs from firms proven to be qualified and experienced to complete sanitary sewer lift stations improvement in a timely and proficient manner, for the subject project. The Florida Division of Emergency Management under their Hazard Mitigation Grant Program (HMGP) program has allocated funding to the City of Naples. This funding supports several improvements to several City sanitary sewer lift stations. **NOTE: This project is funded through grant funds from the Federal government, and all aspect of the project must conform to all applicable federal and state laws and regulations, to include 2 C.F.R §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") and 41 C.F.R. Part 60-1.4(d) attached Exhibit A.**

A site visit to the seven (7) sanitary sewer lift stations will take place directly after the Non-Mandatory Pre-Bid at 380 Riverside Circle.

Project Description

As a grant recipient of the Hazard Mitigation Grant Program, the City of Naples will purchase emergency bypass pumps to be installed at seven (7) sanitary sewer lift stations. The permanent emergency bypass pumps will prevent sewer lift stations from overflowing and backing up the wastewater collections system during power outages.

In addition to providing backup power at these sanitary sewer lift stations, these stations are in need of upgrades and improvements. Upgrades include modifying the piping from ductile iron to HDPE, replace pump base elbows, reline wet well to prevent infiltration and intrusion of ground water, replace standpipes, float racks with stainless steel for longevity, remove valves from underground valve vaults to above-ground which will alleviate confined space operations during adverse weather conditions, and constructing raised reinforced concrete pads for the bypass pumps to meet the requirements of the 500-year flood plain elevations. Upgrades to the sanitary sewer lift stations will provide a much safer environment to the public health and safety of employees when performing maintenance on the pumps as well the lift stations.

The Contractor awarded the work shall self-perform at least 50% of the work not including the purchase of materials.

The locations of proposed locations are as follows: LS 18 28th Ave. N. & 12th St. N, LS 16 US 41 & Mooring Line DR., LS 27 Crayton & Wedge (NE corner) (2500 Crayton Rd.), LS 32 1109 Crayton Rd., LS 82 177 E. Forest Lake Blvd., LS 86 Bobolink & Club Dr., LS 106 Davis Blvd. & US 41.
















EXHIBIT A: CONTINUED ON NEXT PAGE

EXHIBIT A

SCOPE OF SERVICES (cont'd)

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any issued Addendum(s)(two), City of Naples Website documents, screen shot below of SUPPORTING DOCUMENTS, Vendor's Submittal of (ITB) Invitation To Bid No.20-024, titled: Installation of Sewer Diesel Driven Bypass Pumps, all herein referenced and made a part of this Agreement.

SUPPORTING DOCUMENTS





-  20-024 Installation of Sewer Diesel Driven Bypass Pumps - ITB (3 MB)
-  ATTACHMENT A - TECHNICAL SPECIFICATIONS (853 KB)
-  ATTACHMENT B - CONSTRUCTION PLANS (16 MB)
-  ATTACHMENT C - HAZRAD MITIGATION GRANT (3 MB)
-  20-024 Exhibit B Part 1 SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS (648 KB)
-  20-024 Exhibit B Part 2 CERTIFICATION REGARDING LOBBYING (619 KB)
-  20-024 Exhibit B Part 3 DISCLOSURE OF LOBBYING ACTIVITIES (646 KB)
-  20-024 Exhibit B Part 4 E-VERIFY AFFIDAVIT (724 KB)
-  20-024 Exhibit B Part 5 PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS (2 MB)
-  20-024 Exhibit B Part 6 CONTRACT CLAUSES - 2 C.F.R. § 200.326 - 2 C.F.R. PART 200 (973 KB)
-  20-024 Installation of Sewer Diesel Driven Bypass Pumps - ITB - Addendum 1 (21 KB)
-  20-024 Pre-Bid Conference Sign-In Sheet (250 KB)
-  20-024 Installation of Sewer Diesel Driven Bypass Pumps - ITB - Addendum 2 (16 KB)
-  20-024 Installation of Sewer Diesel Driven Bypass Pumps - ITB - Bid Tabulation (192 KB)
-  20-024 Installation of Sewer Diesel Driven Bypass Pumps - ITB - Declaration of Intent to Award (148 KB)

END OF EXHIBIT A



INVITATION TO BID
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

COVER SHEET

NOTIFICATION DATE: 6/30/2020	SOLICITATION TITLE Installation of Sewer Diesel Driven Bypass Pumps - ITB	SOLICITATION NUMBER: 20-024	OPENING DATE & TIME: 7/31/2020 2:00 PM
<p align="center">PRE-BID CONFERENCE DATE, TIME AND LOCATION: A non-mandatory Pre-Bid conference will be held Friday, July 10, 2020 at 9:00 A.M. local time in the Utilities Department located at 380 Riverside Circle, Naples FL 34102.</p>			
<p>LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: Douglas N. Higgins, Inc.</p>			
<p>MAILING ADDRESS: 4485 Enterprise Ave.</p>			
<p>CITY-STATE-ZIP: Naples, FL 34104</p>			
<p>PH: 239-774-3130</p>		<p>EMAIL: DanH@dnhiggins.com</p>	
<p>FX: 239-774-4266</p>		<p>WEB ADDRESS: www.dnhiggins.com</p>	
<p>AUTHORIZED SIGNATURE </p>		<p>DATE 7/31/20</p>	
		<p>PRINTED NAME/TITLE Kelly A. Wilkie, Vice President</p>	
<p>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.</p>			
<p>FEI/EIN Number <u>38-1807765</u> DUNS Number <u>01-722-2183</u></p>			
<p align="center">Please initial by all that apply I acknowledge receipt/ review of the following addendum</p>			
 Addendum #1	 Addendum #2	____ Addendum #3	____ Addendum #4
 Addendum #5	____ Addendum #6	____ Addendum #7	____ Addendum #8

PLEASE NOTE THE FOLLOWING

- > This page **must be completed and returned** with your bid.
- > Bids must be **submitted in a sealed envelope, marked with solicitation number & opening date.**
- > All submissions must be received, and date stamped by Purchasing staff prior to the above **"OPENING DATE & TIME"**.
- > Submission received after the above opening date and time will not be accepted.
- > Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>



CITY OF NAPLES

Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. 20-024 RFP/ITB Title: Installation of Sewer Diesel Driven Bypass Pumps

Bidder/Respondent Name: Douglas NHiggins, Inc.

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: Collier County Public Utilities - Senior Project Manager

Title of last project: Pump Station 309.19

Year last project completed 2017

Contract Start/End Dates: 6/9/16 - 5/31/17

Contract Amount: \$ 492,889.47

How many projects performed: 1

Overall Performance: Excellent

Management Ability: Excellent

Ability to meet time schedule: Excellent

Ability of control costs: Excellent

Problems encountered: None w/ the Contractor

Quality of Personnel: Excellent

How well Contractor coordinated with Owner: Excellent

Cooperation or Lack Thereof: Excellent

Quality of Subcontractors: Very Good

Subcontractor Payment Issues: None

Were there any conflicts, disputes, or other problems:

Yes No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Very satisfied

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again?

Yes No

Any additional comments?

This REFERENCE QUESTIONNAIRE is provided by:

Collier County Public Utilities
Name of Company

3339 Tamiami Trail E., Ste. 303, Naples, FL 34112
Address of Company

239-252-5345
Telephone No.

John.Bick@colliercountyfl.gov
Email address:

Date: 7/11/20

John Eick, Senior Project Manager
Name and title of person filling out this reference questionnaire:

John Eick
Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.



CITY OF NAPLES

Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. 20-024 RFP/ITB Title: Installation of Sewer Diesel Driven Bypass Pumps

Bidder/Respondent Name: Douglas N. Higgins, Inc.

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: Collier County Public Utilities - Senior Project Manager

Title of last project: MPS 303 and 304 Rehabilitation

Year last project completed 2018

Contract Start/End Dates: 1/15/16 - 11/19/18

Contract Amount: \$ 2,924,054.49

How many projects performed: four

Overall Performance: Good

Management Ability: Good

Ability to meet time schedule: Good

Ability of control costs: Good

Problems encountered: Unforeseen conditions that were no fault of either party

Quality of Personnel: Good

How well Contractor coordinated with Owner: Good

Cooperation or Lack Thereof: Good

Quality of Subcontractors: Good

Subcontractor Payment Issues: None

Were there any conflicts, disputes, or other problems:

Yes No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? Yes No

Any additional comments?

This REFERENCE QUESTIONNAIRE is provided by:

Collier County Public Utilities
Name of Company

3339 Tamiami Trail E., Ste. 303, Naples, FL 34112
Address of Company

239-252-5343
Telephone No.

Peter.Schalt@colliercountyfl.gov
Email address:

Date: July 13, 2020

Peter Schalt, SPM
Name and title of person filling out this reference questionnaire:

schalt_p Digitally signed by schalt_p
Date: 2020.07.13 13:57:06 -04'00'

Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.



CITY OF NAPLES

Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. 20-024 RFP/ITB Title: Installation of Sewer Diesel Driven Bypass Pumps

Bidder/Respondent Name: Douglas N. Higgins, Inc.

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: Deputy Director - City of Naples Utilities Dept.

Title of last project: WWTP Reuse Pump Replacement

Year last project completed 2015

Contract Start/End Dates: 6/11/14 - 11/13/15

Contract Amount: \$ 879,972.75

How many projects performed: Numerous

Overall Performance: Excellent

Management Ability: Excellent

Ability to meet time schedule: Good

Ability of control costs: Good, no change orders

Problems encountered: None

Quality of Personnel: Excellent

How well Contractor coordinated with Owner: Excellent

Cooperation or Lack Thereof: Cooperative

Quality of Subcontractors: Excellent

Subcontractor Payment Issues: None

Were there any conflicts, disputes, or other problems:

Yes No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

Conflicts were discovered in the field, they were reported early and resolved quickly.

Satisfied with resolution.

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Very satisfied.

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? Yes No

Any additional comments?

In addition to the this project reference, DN Higgins has performed several pump station rehabs for the City of Naples and we have been very pleased with their work.

This REFERENCE QUESTIONNAIRE is provided by:

City of Naples - Utilities Department
Name of Company

380 Riverside Circle, Naples, FL 34102
Address of Company

239-213-4713
Telephone No.

AMHolland@naplesgov.com
Email address:

Date: 7.13.2020

Allyson Holland, Deputy Director
Name and title of person filling out this reference questionnaire:



Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.



CITY OF NAPLES Purchasing Division REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. 20-024 RFP/ITB Title: Installation of Sewer Diesel Driven Bypass Pumps

Bidder/Respondent Name: Douglas N. Higgins, Inc.

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: City of Naples - Utilities Maintenance Supervisor

Title of last project: Pump Station No. 19 Improvements

Year last project completed: 2018

Contract Start/End Dates: 5/10/18 - 8/8/18

Contract Amount: \$ 133,250.00

How many projects performed: 1

Overall Performance: Outstanding performance

Management Ability: Manages project from start to completion

Ability to meet time schedule: Met time line as scheduled

Ability of control costs: very good

Problems encountered: None

Quality of Personnel: Outstanding

How well Contractor coordinated with Owner: Always coordinated if any concerns noted during project

Cooperation or Lack Thereof: Total cooperation to complete the project to owners specifications

Quality of Subcontractors: Very Good

Subcontractor Payment Issues: None

Were there any conflicts, disputes, or other problems:

Yes No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Very Satisfied

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again?

Yes No

Any additional comments?

Great organization to work with/Very professional

This REFERENCE QUESTIONNAIRE is provided by:

City of Naples - Utilities Department

Name of Company

1450 4th Ave. N., #900, Naples, FL 34102

Address of Company

239-213-4745

Telephone No.

kswisher@naplesgov.com

Email address:

Date: 07/10/20

Kevin Swisher, Utilities Maintenance Supervisor

Name and title of person filling out this reference questionnaire:

Kevin Swisher

Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.

SUBMISSION CHECKLIST

Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid. Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
Bidder must submit one (1) original hard copy signature (clearly marked as such) of the response and one (1) copy of the response and one (1) properly indexed Windows® compatible PDF of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number and title.	✓
Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.	✓
Include any Professional Licenses (General Contractors license, Underground Utility and Excavation, Builders, etc.) that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses.	✓
Mandatory FORMS from this document to be included are: Cover Sheet, References Sheet, Submission Checklist Sheet, signed IRS W-9 (OCT. 2018), Schedule of Values and Acknowledgement of Business Type.	✓
Have an authorized individual sign the appropriate pages including the Cover Sheet with any bid addendums initialed. Include all Addendums with your Proposal.	✓
Ensure the following: 1. The Bid has been signed 2. Bid schedule completed. 3. The Bid prices offered have been reviewed. 4. The price extensions and totals have been checked.	✓
Bid document needs to be received by the OPENING DATE & TIME indicated on the Cover Sheet. The mailing envelope must be addressed to: City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102	✓
The mailing envelope must be sealed and marked with: Bid Number:20-024 Title: Installation of Sewer Diesel Driven Bypass Pumps - ITB Opening Date:7/31/2020	✓

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: Douglas N. Higgins, Inc.

Authorized Bidder's Signature: 
 Kelly A. Wilkie, VP

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Douglas N. Higgins, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3390 Travis Pointe Rd., Ste. A

6 City, state, and ZIP code
Ann Arbor, MI 481 08

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
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OR

Employer identification number

3	8	-	1	8	0	7	7	6	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Kelly A. Wilhite*

Date ▶ *7/31/2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ITB 20-024

Installation of Sewer Diesel Driven Bypass Pumps

SECTION 1: LIFT STATION 16					
ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 9,920.00	\$ 9,920.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,500.00	\$ 3,500.00
2	Backup Diesel Pump Installation				
a.	Concrete pad	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 11,000.00	\$ 11,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 8-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
g.	Bypass pumping or pumper truck	1	LS	\$ 4,000.00	\$ 4,000.00
3	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 1 SUBTOTAL:					\$ 88,420.00
SECTION 2: LIFT STATION 18					
ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,900.00	\$ 3,900.00
2	Backup Diesel Pump Installation				
a.	Concrete platform	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 12,000.00	\$ 12,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 6-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
3	Lift Station Improvements				
a.	Remove and replace existing lift station discharge piping with new HDPE DR11 above-ground piping and fittings, valves, and ARVs	1	LS	\$ 15,000.00	\$ 15,000.00
b.	Remove and replace existing wetwell lid (approx. 7-ft.4-in. square)	1	LS	\$ 9,000.00	\$ 9,000.00
c.	Clean and line existing wetwell (6-ft. inside diameter by 12-ft. depth, SewperCoat Lining System)	1	LS	\$ 16,000.00	\$ 16,000.00
d.	Install pumps, guide rails, pipe supports, and other interior components	1	LS	\$ 8,000.00	\$ 8,000.00
e.	Bypass pumping	1	LS	\$ 8,000.00	\$ 8,000.00
4	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
b.	Abandon existing valve vault and remove or fill with concrete	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 2 SUBTOTAL:					\$ 150,900.00
SECTION 3: LIFT STATION 27					
ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,900.00	\$ 3,900.00
2	Backup Diesel Pump Installation				
a.	Concrete platform	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 12,000.00	\$ 12,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 6-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
3	Lift Station Improvements				
a.	Remove and replace existing lift station discharge piping with new 4-inch HDPE DR11 above-ground piping and fittings, valves, and ARVs	1	LS	\$ 15,000.00	\$ 15,000.00
b.	Remove and replace existing wetwell lid (approx. 11-ft.4-in. square)	1	LS	\$ 9,000.00	\$ 9,000.00
c.	Clean and line existing wetwell (10-ft. inside diameter by 15-ft. depth, SewperCoat Lining System)	1	LS	\$ 21,000.00	\$ 21,000.00
d.	Install pumps, guide rails, pipe supports, and other interior components	1	LS	\$ 8,000.00	\$ 8,000.00
e.	Bypass pumping	1	LS	\$ 8,000.00	\$ 8,000.00
4	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
b.	Abandon existing valve vault and remove or fill with concrete	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 3 SUBTOTAL:					\$ 155,900.00

SECTION 4: LIFT STATION 32

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,900.00	\$ 3,900.00
2	Backup Diesel Pump Installation				
a.	Concrete platform	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 12,000.00	\$ 12,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 6-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
3	Lift Station Improvements				
a.	Remove and replace existing lift station discharge piping with new 4-inch HDPE DR11 above-ground piping and fittings, valves, and ARVs.	1	LS	\$ 16,000.00	\$ 16,000.00
b.	Remove and replace existing wetwell lid (approx. 8-ft.4-in. square)	1	LS	\$ 9,000.00	\$ 9,000.00
c.	Clean and line existing wetwell (7-ft. inside diameter by 17-ft. depth, SewperCoat Lining System)	1	LS	\$ 18,000.00	\$ 18,000.00
d.	Install pumps, guide rails, pipe supports, and other interior components	1	LS	\$ 8,000.00	\$ 8,000.00
e.	Bypass pumping	1	LS	\$ 8,000.00	\$ 8,000.00
4	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
b.	Abandon existing valve vault and remove or fill with concrete	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 4 SUBTOTAL:					\$ 153,900.00

SECTION 5: LIFT STATION 82

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,900.00	\$ 3,900.00
2	Backup Diesel Pump Installation				
a.	Concrete pad	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 12,000.00	\$ 12,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 6-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
3	Lift Station Improvements				
a.	Remove and replace existing lift station discharge piping with new 4-inch HDPE DR11 above-ground piping and fittings, valves, and ARVs.	1	LS	\$ 15,000.00	\$ 15,000.00
b.	Remove and replace existing wetwell lid (approx. 7-ft.4-in. square)	1	LS	\$ 9,000.00	\$ 9,000.00
c.	Clean and line existing wetwell (6-ft. inside diameter by 13-ft. depth, SewperCoat Lining System)	1	LS	\$ 16,000.00	\$ 16,000.00
d.	Install pumps, guide rails, pipe supports, and other interior components	1	LS	\$ 8,000.00	\$ 8,000.00
e.	Bypass pumping	1	LS	\$ 8,000.00	\$ 8,000.00
4	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
b.	Abandon existing valve vault and remove or fill with concrete	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 5 SUBTOTAL:					\$ 150,900.00

SECTION 6: LIFT STATION 86

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 9,920.00	\$ 9,920.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,500.00	\$ 3,500.00
2	Backup Diesel Pump Installation				
a.	Concrete pad	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 11,000.00	\$ 11,000.00
e.	4-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 4-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
g.	Bypass pumping or pumper truck	1	LS	\$ 4,000.00	\$ 4,000.00
3	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 6 SUBTOTAL:					\$ 88,420.00

SECTION 7: LIFT STATION 106

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,900.00	\$ 3,900.00
2	Backup Diesel Pump Installation				
a.	Concrete pad	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 12,000.00	\$ 12,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 6-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
3	Lift Station Improvements				
a.	Remove and replace existing lift station discharge piping with new 4-inch HDPE DR11 above-ground piping and fittings, valves, and ARVs.	1	LS	\$ 15,000.00	\$ 15,000.00
b.	Remove and replace existing wetwell lid (approx. 6-ft.4-in. square)	1	LS	\$ 9,000.00	\$ 9,000.00
c.	Clean and line existing wetwell (5-ft. inside diameter by 10-ft. depth, SewperCoat Lining System)	1	LS	\$ 18,000.00	\$ 18,000.00
d.	Install pumps, guide rails, pipe supports, and other interior components	1	LS	\$ 8,000.00	\$ 8,000.00
e.	Bypass pumping	1	LS	\$ 8,000.00	\$ 8,000.00
4	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
b.	Abandon existing valve vault and remove or fill with concrete	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 7 SUBTOTAL:					\$ 152,900.00

PROJECT TOTAL	\$ 941,340.00
----------------------	----------------------

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES ___ NO

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: _____ % _____ Days; Net 30 Days			

Company Name: Douglas N. Higgins, Inc.

EIN: 38-1807765

Email: Dan H @ dnhiggins.com

Name and Title of individual completing this schedule:
Daniel Higgins Vice President
 (Printed Name) (Title)

X [Signature] 7/31/20
 (Signature) (Date)

ACKNOWLEDGEMENT OF BUSINESS TYPE

The undersigned Bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

BUSINESS ADDRESS of BIDDER:

Douglas N. Higgins, Inc.
Company Name

3390 Travis Pointe Rd., Ste. A
Address

Ann Arbor Michigan 48108
City State Zip

Telephone No. 734-996-9500 Fax No. 734-996-8480

SIGNATURE OF BIDDER

If an Individual: _____
Signature Print Name

Doing business as _____

If a Partnership: _____

By: _____
Partner Signature Print Name

If a Corporation: Douglas N. Higgins, Inc.
Corporate Name

(a Michigan Corporation) In what State is the Corporation Incorporated? Michigan

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes No

By: Kelly A. Wilkie Kelly A. Wilkie, VP
Signature Print Name

Sign and Date Form: Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature <u>Kelly A. Wilkie</u>	Print Name Kelly A. Wilkie
Title Vice President	Date 7/31/20

MATERIALS & MANUFACTURERS

The Bidder is required to state below, material and manufacturers he proposes to utilize on this project. No change will be allowed after submittal of Bid. Any substitute material proposed must be listed below and must be approved by Engineer, Bidder shall furnish the manufacturer named and the specifications. Acceptance of this Bid does not constitute acceptance of material proposed on this list.

MATERIAL

MANUFACTURER

1. <u>Lift Station Hatches</u>	<u>Haliday Products</u>
2. <u>Wet Well tops</u>	<u>Constal Precast</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____

LIST OF SUBCONTRACTORS

The undersigned states 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 such list will not be added to nor altered without written consent of the owner through the Engineer.

Subcontractor and Address

Class of Work to be Performed

1. Maxx Environmental
Riviera Beach, FL

Lift station Lining

2. A. Grady Minor
Bonita Spgs, FL

Survey / As-builts

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

Douglas N. Higgins, Inc.
Naples Equipment List

Equipment Location: 4485 Enterprise Ave., Naples, FL 34104

Loader/Backhoe

John Deere 544J Wheel Loader
John Deere 544J Wheel Loader
John Deere 624J Wheel Loader
Cat 950F Wheel Loader
Cat 938G Wheel Loader
Cat 252 Skid Steer Loader
Massey Ferguson 7500 Mini-Loader
2 - John Deere 544K Wheel Loader
Cat 287D Loader
Cat 928HZ Wheel Loader
John Deere 344JX Wheel Loader

Rollers/Compactors

Bomag BE124 Roller
Bomag BW142D Old Dirt Roller
Wacker BPU3050A Vibratory compactor
2 - Wacker Asphalt Plate Tamper
2 – Wacker vibratory plate tamper, large
3 – Wacker vibratory plate tamper, medium
2 – Wacker vibratory plate tamper, small
Wacker Jumping jack

Dozers

John Deere 650J 500 Bulldozer

Pumps

1 – 2005 D & D 6” Hydraulic Pump
3” Trash Pump

Excavators

Cat 345DL Excavator
Cat 330K Excavator
John Deere 135G RTS Excavator
John Deere 85G Excavator
John Deere 225C RTS Excavator
John Deere 50G Excavator
John Deere 50G Excavator
John Deere 75CZ Excavator
John Deere 135 Zero Turn Excavator
John Deere 450C Excavator
John Deere 225C RTS Excavator
John Deere 245G Excavator
Hitachi ZX50 Excavator

Tractors

2 -2010 Lay-Mor-8HC Sweeper Ride w/8ft. Windrow
2003 Massey-Ferguson MF451-2 Broom Tractor
2006 Lay-Mor-8HC Sweeper Ride w/8ft. Windrow

Trailers

2005 Eager Beaver Trailer
2001 Emerson Trailer
2015 Interstate Trailer
1988 Butler Trailer
1996 Asphalt Trailer
1996 35 Ton Lowboy
2006 Chlorine Trailer
2003 Grower Trailer
2005 Express Trailer
2006 Pace Trailer
2006 Vactron Trailer
2005 Emerson Hammerhead Trailer
2014 Carry-On Trailer

Miscellaneous

Asphalt Zipper AZ480
Terex RT450 rough Terrain Crane
Movax SP-100 Vibratory Driver
Multiquip Floor Saw MC18
Stone Mixer, Sand
Stone Mixer, Concrete
Sullair 185 Compressor
2 - Vermeer – 3” Mole
2 - Light Towers
2 - NPK Rock Hammers
3 - Generators
3 - Stihl Cut-off Saws
2 – 2007 Scissor Lifts

Trucks

2007 Mack Dump Truck
2008 F-750 Ford Dump Truck
2007 F-750 Water Truck
2007 F-750 Ford Dump Truck
1990 F-800 Ford Dump Truck
2017 Peterbilt Tractor/Lowboy
2005 Honda Pilot
2006 Toyota Tacoma
2 – Ford Pickup Truck
8 – Chevy Pickup Trucks
2005 Chevy Flatbed
2015 Subaru Outback
2013 Jeep Grand Cherokee
2011 F-750 Ford Dump Truck
2015 F-750 Ford Dump Truck
1998 GMC Water Truck

Lasers

3 – Pipe Lasers
4 – Spectra Physics Lasers

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, Douglas N. Higgins, Inc., of the Sub-Recipient certifies, by submission of this document, 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) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

Douglas N. Higgins, Inc.

By: *Kelly A. Wilkie*
Signature

Kelly A. Wilkie, Vice President
Name and Title

3390 Travis Pointe Rd., Ste. A
Street Address

Ann Arbor, MI 48108
City, State, Zip

7/31/20
Date

City of Naples
Sub-Recipient's Name

H0143
DEM Contract Number

4337-7-R
FEMA Project Number

20-024 Exhibit B Part 2 CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Douglas N. Higgins, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Kelly A. Wilkie, Vice President

Name & Title of Contractors Authorized Official

7/31/20

Date

20-024 Exhibit B Part 4 E-VERIFY AFFIDAVIT

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.

City of Naples will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name Douglas N. Higgins, Inc.

Print Name Kelly A. Wilkie Title Vice President

Signature *Kelly A. Wilkie* Date 7/31/20

State of Michigan

County of Washtenaw

The foregoing instrument was signed and acknowledged before me this 31st day of July, 2020, by

Kelly A. Wilkie who has produced Personally Known as identification.
(Print or Type Name) (Type of Identification and Number)

David J. Wilkie
Notary Public Signature

David J. Wilkie DAVID J. WILKIE
Printed Name of Notary Public Notary Public, Michigan
County of Washtenaw
My Comm. Expires 05/20/2024

N/A / 5/20/24
Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



Company ID Number: 364882

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Douglas N. Higgins, Inc.	
R Suzanne Hawker	
Name (Please Type or Print)	Title
Electronically Signed	10/15/2010
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	10/15/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Douglas N. Higgins, Inc.
Company Facility Address:	3390 Travis Pointe Rd.
	Ste. A
	Ann Arbor, MI 48108
Company Alternate Address:	
County or Parish:	WASHTENAW
Employer Identification Number:	381807765



Company ID Number: 364882

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	4
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> • MICHIGAN 1 site(s) • FLORIDA 3 site(s) 	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Kelly A Wilkie	Fax Number:	(734) 996 - 8480
Telephone Number:	(734) 996 - 9500		
E-mail Address:	kwilkie2000@yahoo.com		
Name:	R Suzanne Hawker	Fax Number:	(734) 996 - 8480
Telephone Number:	(734) 996 - 9500		
E-mail Address:	rshawker@yahoo.com		

20-024 Exhibit B Part 6 CONTRACT CLAUSES - 2 C.F.R. § 200.326 - 2 C.F.R. PART 200

Current as of 1-9-17

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

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Current as of 1-9-17

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:
- “During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

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and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

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U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

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done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

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FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

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government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:

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- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

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attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

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cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Douglas N. Higgins, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Kelly A Wilkie

Signature of Contractor's Authorized Official

Kelly Wilkie, Vice President

Name and Title of Contractor's Authorized Official

7/31/20

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

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competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

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agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

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will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Douglas N. Higgins, Inc.

3390 Travis Pointe, Suite A
Ann Arbor, MI 48108

OWNER:

(Name, legal status and address)

City of Naples
735 8th Street South
Naples, FL 64102

BOND AMOUNT: Five Percent (5%) of the Total Amount Bid

SURETY:

(Name, legal status and principal place of business)

Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

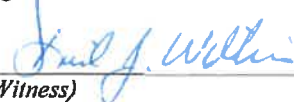
Installation of Sewer Diesel Driven Bypass Pumps

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of July, 2020.


(Witness)

Douglas N. Higgins, Inc.
(Principal) _____ (Seal)


(Title) Kelly A. Wilkie, Vice-President
Hartford Accident and Indemnity Company


(Witness)

(Surety) _____ (Seal)

(Title) Lisa M. Wilmot, Attorney-in-Fact
FL Non-Resident License No. P017062

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

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

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HYLANT GROUP INC/ANN ARBOR

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 :

Susan E. Hurd, Vicki S. Duncan, Terri Mahakian, Monica M. Mills, Kristie A. Pudvan, Joel E. Speckman, Lisa M. Wilmot of ANN ARBOR, Michigan

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

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



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 } ss. Hartford
COUNTY OF HARTFORD }

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

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 July 31, 2020
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HIGGINS, DANIEL NORMAN

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

LICENSE NUMBER: CGC060189

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

COLLIER COUNTY BUSINESS TAX
 COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
 VISIT OUR WEBSITE AT: www.colliertax.com
 THIS RECEIPT EXPIRES **SEPTEMBER 30, 2020**

BUSINESS TAX NUMBER: 000464

LOCATION: 4485 ENTERPRISE AVE
 ZONED: INDUSTRIAL LIC 1541
 BUSINESS PHONE: 774-3130
 STATE OR COUNTY LIC #: CG C060189

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
 FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.



DOUGLAS N. HIGGINS, INC

HIGGINS, DANIEL N
 4485 ENTERPRISE AVE
 NAPLES, FL 34104

1-10 EMPLOYEES

CLASSIFICATION: 05-GENERAL CONTRACTOR

CLASSIFICATION CODE: 05100101

This document is a business tax only. This is not certification that licensee is qualified.
 It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities
 nor does it exempt the licensee from any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-

DATE	08/01/2019
AMOUNT	18.00
RECEIPT	500-20-00075910

Larry H. Ray

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, 2020, that its most recent annual report/uniform business report was filed on January 6, 2020, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2020*



Ronald M. B.
Secretary of State

Tracking Number: 6660225520CC

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

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

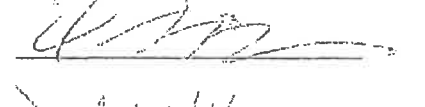
CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on April 1, 2018 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."


Matthew T. DeLuca 

Daniel N. Higgins 

Douglas N. Higgins 

David J. Wilkie 

Kelly A. Wilkie 


Kelly A. Wilkie
Secretary

Dated: April 1, 2018

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 as indicated in Attachment B-1 which is attached and made a part of this Agreement. The CITY is adding a separate \$50,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$991,340.00.

Retainage of (10%) ten percent will be a part of said agreement and future payments.

END OF EXHIBIT B

SCHEDULE OF VALUES

ITB 20-024

Installation of Sewer Diesel Driven Bypass Pumps

SECTION 1: LIFT STATION 16

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 9,920.00	\$ 9,920.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,500.00	\$ 3,500.00
2	Backup Diesel Pump Installation				
a.	Concrete pad	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 11,000.00	\$ 11,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 8-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
g.	Bypass pumping or pumper truck	1	LS	\$ 4,000.00	\$ 4,000.00
3	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 1 SUBTOTAL:					\$ 88,420.00

SECTION 2: LIFT STATION 18

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,900.00	\$ 3,900.00
2	Backup Diesel Pump Installation				
a.	Concrete platform	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 12,000.00	\$ 12,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 6-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
3	Lift Station Improvements				
a.	Remove and replace existing lift station discharge piping with new HDPE DR11 above-ground piping and fittings, valves, and ARVs	1	LS	\$ 15,000.00	\$ 15,000.00
b.	Remove and replace existing wetwell lid (approx. 7-ft.4-in. square)	1	LS	\$ 9,000.00	\$ 9,000.00
c.	Clean and line existing wetwell (6-ft. inside diameter by 12-ft. depth, SewperCoat Lining System)	1	LS	\$ 16,000.00	\$ 16,000.00
d.	Install pumps, guide rails, pipe supports, and other interior components	1	LS	\$ 8,000.00	\$ 8,000.00
e.	Bypass pumping	1	LS	\$ 8,000.00	\$ 8,000.00
4	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
b.	Abandon existing valve vault and remove or fill with concrete	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 2 SUBTOTAL:					\$ 150,900.00

SECTION 3: LIFT STATION 27

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,900.00	\$ 3,900.00
2	Backup Diesel Pump Installation				
a.	Concrete platform	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 12,000.00	\$ 12,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 6-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
3	Lift Station Improvements				
a.	Remove and replace existing lift station discharge piping with new 4-inch HDPE DR11 above-ground piping and fittings, valves, and ARVs	1	LS	\$ 15,000.00	\$ 15,000.00
b.	Remove and replace existing wetwell lid (approx. 11-ft.4-in. square)	1	LS	\$ 9,000.00	\$ 9,000.00
c.	Clean and line existing wetwell (10-ft. inside diameter by 15-ft. depth, SewperCoat Lining System)	1	LS	\$ 21,000.00	\$ 21,000.00
d.	Install pumps, guide rails, pipe supports, and other interior components	1	LS	\$ 8,000.00	\$ 8,000.00
e.	Bypass pumping	1	LS	\$ 8,000.00	\$ 8,000.00
4	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
b.	Abandon existing valve vault and remove or fill with concrete	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 3 SUBTOTAL:					\$ 155,900.00

SECTION 4: LIFT STATION 32

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,900.00	\$ 3,900.00
2	Backup Diesel Pump Installation				
a.	Concrete platform	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 12,000.00	\$ 12,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 6-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
3	Lift Station Improvements				
a.	Remove and replace existing lift station discharge piping with new 4-inch HDPE DR11 above-ground piping and fittings, valves, and ARVs.	1	LS	\$ 16,000.00	\$ 16,000.00
b.	Remove and replace existing wetwell lid (approx. 8-ft.4-in. square)	1	LS	\$ 9,000.00	\$ 9,000.00
c.	Clean and line existing wetwell (7-ft. inside diameter by 17-ft. depth, SewperCoat Lining System)	1	LS	\$ 18,000.00	\$ 18,000.00
d.	Install pumps, guide rails, pipe supports, and other interior components	1	LS	\$ 8,000.00	\$ 8,000.00
e.	Bypass pumping	1	LS	\$ 8,000.00	\$ 8,000.00
4	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
b.	Abandon existing valve vault and remove or fill with concrete	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 4 SUBTOTAL:					\$ 153,900.00

SECTION 5: LIFT STATION 82

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,900.00	\$ 3,900.00
2	Backup Diesel Pump Installation				
a.	Concrete pad	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 12,000.00	\$ 12,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 6-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
3	Lift Station Improvements				
a.	Remove and replace existing lift station discharge piping with new 4-inch HDPE DR11 above-ground piping and fittings, valves, and ARVs.	1	LS	\$ 15,000.00	\$ 15,000.00
b.	Remove and replace existing wetwell lid (approx. 7-ft.4-in. square)	1	LS	\$ 9,000.00	\$ 9,000.00
c.	Clean and line existing wetwell (6-ft. inside diameter by 13-ft. depth, SewperCoat Lining System)	1	LS	\$ 16,000.00	\$ 16,000.00
d.	Install pumps, guide rails, pipe supports, and other interior components	1	LS	\$ 8,000.00	\$ 8,000.00
e.	Bypass pumping	1	LS	\$ 8,000.00	\$ 8,000.00
4	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
b.	Abandon existing valve vault and remove or fill with concrete	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 5 SUBTOTAL:					\$ 150,900.00

SECTION 6: LIFT STATION 86

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	General				
a.	Mobilization	1	LS	\$ 9,920.00	\$ 9,920.00
b.	Record drawings	1	LS	\$ 2,000.00	\$ 2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,500.00	\$ 3,500.00
2	Backup Diesel Pump Installation				
a.	Concrete pad	1	LS	\$ 18,000.00	\$ 18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$ 14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 10,000.00	\$ 10,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 11,000.00	\$ 11,000.00
e.	4-inch gate valve	1	LS	\$ 3,000.00	\$ 3,000.00
f.	Connect to existing 4-inch force main	1	LS	\$ 8,000.00	\$ 8,000.00
g.	Bypass pumping or pumper truck	1	LS	\$ 4,000.00	\$ 4,000.00
3	Restoration				
a.	Site restoration	1	LS	\$ 5,000.00	\$ 5,000.00
SECTION 6 SUBTOTAL:					\$ 88,420.00

SECTION 7: LIFT STATION 106						
ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	
1	General					
a.	Mobilization	1	LS	\$ 14,000.00	\$	14,000.00
b.	Record drawings	1	LS	\$ 2,000.00	\$	2,000.00
c.	Maintenance of traffic	1	LS	\$ 3,900.00	\$	3,900.00
2	Backup Diesel Pump Installation					
a.	Concrete pad	1	LS	\$ 18,000.00	\$	18,000.00
b.	Pump installation	1	LS	\$ 14,000.00	\$	14,000.00
c.	6-inch HDPE DR11 suction pipe and fittings	1	LS	\$ 12,000.00	\$	12,000.00
d.	6-inch HDPE DR11 discharge pipe and fittings	1	LS	\$ 10,000.00	\$	10,000.00
e.	6-inch gate valve	1	LS	\$ 3,000.00	\$	3,000.00
f.	Connect to existing 6-inch force main	1	LS	\$ 8,000.00	\$	8,000.00
3	Lift Station Improvements					
a.	Remove and replace existing lift station discharge piping with new 4-inch HDPE DR11 above-ground piping and fittings, valves, and ARVs.	1	LS	\$ 15,000.00	\$	15,000.00
b.	Remove and replace existing wetwell lid (approx. 6-ft.4-in. square)	1	LS	\$ 9,000.00	\$	9,000.00
c.	Clean and line existing wetwell (5-ft. inside diameter by 10-ft. depth, SewperCoat Lining System)	1	LS	\$ 18,000.00	\$	18,000.00
d.	Install pumps, guide rails, pipe supports, and other interior components	1	LS	\$ 8,000.00	\$	8,000.00
e.	Bypass pumping	1	LS	\$ 8,000.00	\$	8,000.00
4	Restoration					
a.	Site restoration	1	LS	\$ 5,000.00	\$	5,000.00
b.	Abandon existing valve vault and remove or fill with concrete	1	LS	\$ 5,000.00	\$	5,000.00
SECTION 7 SUBTOTAL:					\$	152,900.00
PROJECT TOTAL					\$	941,340.00

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES ___ NO

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: _____ % _____ Days; Net 30 Days			

Company Name: Douglas N. Higgins, Inc.

EIN: 38-1807765

Email: Dan H @ dnhiggins.com

Name and Title of individual completing this schedule:
Daniel Higgins Vice President
 (Printed Name) (Title)

X [Signature] 7/31/20
 (Signature) (Date)

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 Owner, 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 Owner.

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 Owner'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 Owner, and duly authorized 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 Owner, 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 must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's 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.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[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 the Douglas N. Higgins, Inc., company ("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 19 day of August, 2020.

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