



ORIGINAL

Bid Receipt

ITB# 3083-18

Bid Name: EWRF Lift Station Relocation and Reaeration Blower Replacement

Time Stamped:

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to this Bid
8. Defined Terms
9. Bid Submittal
10. Required Forms

ARTICLE 1 - BID RECIPIENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an AGREEMENT with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER. Bidder will sign the AGREEMENT and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
<u>1</u>	<u>04/04/2018</u>	<u> </u>	<u> </u>
<u>2</u>	<u>4/11/18</u>	<u> </u>	<u> </u>
<u>3</u>	<u>4/18/18</u>	<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, which that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

3.02 Bidder further represents that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding;
- C. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and
- D. No person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

ARTICLE 4 – BIDDER’S CERTIFICATIONS

4.01 Bidder certifies that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid
- C. Bidder; has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;
 - 1. Corrupt practice” means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
3. "Collusive practice" means to scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204

VENICE, FL. 34285

(941) 486-2626

FAX (941) 486-2790

ADDENDUM NO. 1

Date: April 4, 2018

To: All Prospective Proposers

Re: ITB# 3083-18: EWRF Lift Station Relocation and Reaeration Blower Replacement

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

The following is to clarify and provide additional information requested during the pre-bid meeting held on March 29, 2018 at 2:00 P.M.

Peter Boers, Procurement Manager, opened the meeting

1. Important dates: Bids are due April 20, 2018 at 2:00 p.m. at City Hall room #204. Bids are to be delivered to Suite 204 in City Hall. The bid opening will take place in the Community Hall (room #114).
 2. The Cut-Off for questions will be April 10, 2018 at 1:00 PM
 3. Mr. Boers advised the bidders to read *Instructions to Bidders*, but made note of the following Articles.
 4. Article 10 Bid Security - 5% Bid Security is required.
 5. Article 11 Contract Times – time to completion is 120 days (Lift Station) and 195 days (Blower) from NTP. See Clarifications section below regarding NTP.
 6. Article 12 Liquidated Damages - Mr. Boers advised that the stipulated damages for this project are \$1,532 per day.
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7. Article 23 Contract Securities - The awarded contractor will be required to provide a Performance and Payment Bond equaling 100% of the contact amount. **EXHIBIT A**
8. Article 24 Contractors Insurance -Mr. Boers reviewed **EXHIBIT B: Insurance Requirements**.
 - a. General Liability -\$1,000,000 per occurrence/1,000,000 aggregate
 - b. Business Auto Liability - \$1,000,000 combined single limit
 - c. Worker's Comp per State Statute
 - d. Builder's Risk Installation Floater
9. Article 29 Local Preference -- Local preference is applicable to this bid.
10. Mr. Boers reviewed the required forms that must be returned with each firm's submittal. These required forms are listed in the Appendix of the bid document. Mr. Boers advised, even if a form does not pertain to said company - to still mark it with a "N/A" and return it with each submittal. Mr. Boers also advised that the *Required Forms List* could be used as a "check off" sheet for firms to use.
11. Ms. Lindsay Marten, the City's Project Manager, asked Jones Edmunds and Hazen and Sawyer to review the scope of work and provide a brief overview of their respective projects.
12. Mr. Boers opened the floor for bidder's questions. He advised the attendees to follow up in writing if they do not see an answer to their question published in an addendum and to not assume a change is in effect unless published in an addendum.

CLARIFICATIONS:

The Engineer's Estimate for the LS FM Relocation Project is \$107,358.00 and for the Reaeration Blower Replacement Project is \$541,000.

One preliminary NTP will be issued at contract award to allow for construction administration tasks including, but not limited to, shop drawing reviews and the procurement of products/equipment. One construction NTP will be issued following the completion of shop drawing reviews and the procurement of products/equipment; and the time to completion date used will be 195 days, as this is the longer duration of the two projects.

The Statement of References for Contractor form has been updated (attached). Provide two (2) plant projects of similar scope and size for the reaeration blower project, and two (2) projects for the LS FM relocation project.

REVISIONS:

Reaeration Blower Replacement:

- Modify Section 17000, paragraph 2.03, paragraph B. to change the words "center flange shall be epoxy coated carbon steel" to "center flange shall be Type 304 stainless steel".
- Modify Section 17000, paragraph 2.03, paragraph C. to change the line size and type in the third bullet from "8-inch ductile iron" to "6-inch SCH 10 stainless steel".
- Modify Section 17000, paragraph 2.03 to add paragraph D as follows: The Venturi flow meter shall meet the above stated accuracy with a Reynolds number of at least 75,000. The Venturi meter discharge coefficient shall be 0.980, independent of line size or beta ratio, and have a permanent pressure loss not exceeding 10% of the differential pressure at maximum flow rate. The Venturi insert flow meter shall be as manufactured by Primary Flow Signal of Cranston, RI, or approved

- equal, and shall be compatible with and utilize a differential pressure indicating transmitter as specified herein to provide remote monitoring of the measured flow.
- Issue updated sheet C05, with modifications to pipe bedding detail (attached).
- Modify Section 02222, Excavation and Backfill for Utilities, paragraph 3.05.A to read as follows:

Pipe trenches shall be excavated as described in Article 3.01 of this Section. The resulting excavation shall be backfilled with acceptable pipe bedding material, ~~up to the level of the centerline of the proposed pipe barrel~~ to 6-inches above the top of pipe. This backfill shall be tamped and compacted to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.

QUESTIONS

LS FM Relocation:

RE: specification section 09900, page 5, System 10:

Q. Item e, Intermediate coat. We are requesting that Tnemec Series 104 be removed and Tnemec Series 66HS Hi-Build Epoxoline be added.

A. Please update to Tnemec Series 66HS Hi-Build Epoxoline, as this is a newer product.

Q. Item f, Finish coat. We are requesting that Tnemec Series 1075 be replaced with Tnemec Series 1095 Endura-Shield at the same thickness.

A. Please update to Tnemec Series 1095 Endura-Shield, as this is a newer product.

Q. In specification section 09900, page 6-7, System 36; This section is not clear, please clarify if this is for a lining on the interior of the lift station or the interior of rooms. Tnemec is specified with their coatings for severe wastewater service such as headworks, grit chambers etc. the other materials listed for general purpose coatings for interior rooms.

A. System 36 shall be removed, as it is not needed for this project.

Q. Where are the nearest valves for isolating the existing force main for connecting the new force main?

A. The nearest valve to the south is adjacent to the point of connection. There are no isolation valves to the north until the lift station located on the west side of the Second Anoxic Basins.

Peter A. Boers
Procurement Department

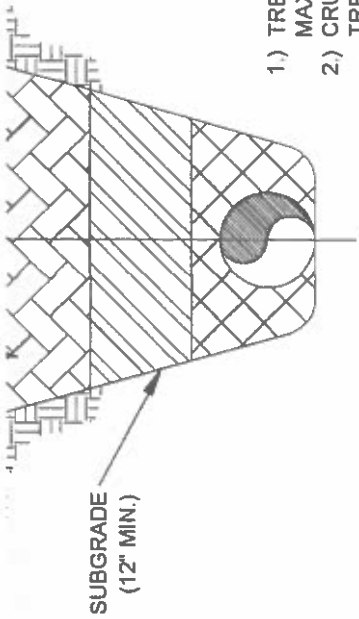
Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486-2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:

Kelly A. Mukai
Signature

Douglas N. Higgins, Inc.
Company

4/20/18
Date



- 1.) TRENCH BACKFILL AND SUBGRADE TO BE COMPACTED TO MAX. DENSITY PER AASHTO T-180.
- 2.) CRUSH CONCRETE AGGREGATE MUST HAVE AN LBR \geq 150. TREATED BASE MATERIAL MUST YIELD COMPRESSIVE STR WITHIN THE RANGE OF 175 TO 275 PSI. SHELL IS NOT AN AC BASE MATERIAL.

PAVEMENT RESTORATION DETAIL

N.T.S.

	CITY OF VENICE ENGINEERING DEPARTMENT 401 WEST VENICE AVE. VENICE FL 34285 (941) 486-2626 FAX (941) 480-3031	ENGINEERING	D. JAN.
		PAVEMENT & RESTORATION	SHEI ENI

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**CITY OF VENICE PROCUREMENT-
FINANCE DEPARTMENT**

401 W. VENICE AVE. - ROOM # 204

VENICE, FL. 34285

(941) 486-2626

FAX (941) 486-2790

ADDENDUM NO. 2

Date: April 11, 2018

To: All Prospective Proposers

**Re: ITB# 3083-18: EWRF Lift Station Relocation and Reacration Blower
Replacement**

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

QUESTION(S):

Q. Please advise what permits will be required of the contractor and what are the related costs of each?
A. Blower Project: Required permits for the Contractor are discussed in Section 01010, Paragraph 1.04.
FM Project: No permits are required.

Q. The project includes two bid forms. One for the FM project and one for the Blower project. Is it the City's intent to award both projects or would the City possibly only award one of the projects? Awarding both projects will give the City the best value for the project.

A. It is the City's intent to award both projects to one (1) Contractor.

Q. In continuation of the above question, how will the City make the award recommendation if only one of the two projects is awarded?

A. It is the City's intent to award both projects to the lowest responsive and responsible bidder.

Q. The FM Bid Form does not have an allowance for Permitting and the Blower project does. Please confirm no Permits are required for the FM project.

A. FM Project: No permits are required.

Q. Since the bid submission requires four total copies, would it be possible to submit the "Bid Form Summary" only and then follow-up with the two "Bid Schedules" within 24-72 hours after the bid opening?

A. No, four (4) copies of the bid submittal form, all required forms, and signed addenda are required for bid opening.

Q. Blower project: There have been several questions/concerns regarding the work required for pay item #9.

It is not clear what is required for items listed in Spec section 01025, 9, b, furnish & installation of field instruments.....blower remote monitoring & control from existing plant HMI as spec'd, integrating signals from new blower & field instruments & updates to existing HMI screens within SCADA.

Please clarify in detail what is to be included. Who performs the City of Venice SCADA work?

A. See Section 17000 for all instruments and controls not furnished with the blowers (Item 4 of the payment items listed in Section 01025), which are specified in Section 11185.

CLARIFICATION(S):

Blower project: Sheet M-2 shall include the following modification:

Contractor shall furnish and install a 6-inch long flanged spool piece between both of the butterfly valves and the 6-inch tee to the south of the insert venturi flow meter. All upstream dimensions from the northern butterfly valve shall be maintained.

Blower project: Section 11185, Positive Displacement Blowers, Paragraph 2.04.I shall be replaced with the following:

The blower manufacturer shall furnish a discharge isolation butterfly valve for each of the new blowers outside of the enclosure as shown on the Drawings. Valves shall be high performance, resilient-seated butterfly valves as manufactured by Pratt, Bray or engineer approved equal. Valves less than 30-inches shall have a lug style body and be compatible with ASME B16.1 flanges. The CONTRACTOR shall coordinate flange connections upstream and downstream of the valves. Valves shall have ASTM A536 (65-45-12) ductile iron bodies, with 316 stainless steel discs and shafts. Viton seats suitable for 300° F operation shall be provided. All valve components shall be suitable for operation at temperatures up to 300°F with a 25 psig minimum working pressure. Discharge isolation valves shall be provided with a handwheel operator and shall provide for air tight shut-off. A mechanical dial indicator shall be provided on the operator to continuously indicate valve position.

REVISION(S):

Blower project: Section 15101, Paragraph 2.01 shall be replaced with the following:

2.01 BUTTERFLY VALVES (PROCESS AIR)

A. Isolation valves and throttling valves for low pressure air service shall be high performance, resilient-seated butterfly valves as manufactured by Pratt, Bray, or engineer approved equal. Valves less than 30-inches shall have a lug style body and be compatible with ASME B16.1 flanges. The Contractor shall coordinate flange connections upstream and downstream of the valves. Valves shall have ASTM A536 (65-45-12) ductile iron bodies, with 316 stainless steel discs and shafts. Viton seats suitable for high temperature operation shall be provided. All valve components shall be suitable for continuous operation at temperatures up to 300°F with a 25 psig minimum working pressure. Valves shall be provided with a handwheel operator and shall provide for air tight shut-off. A mechanical dial indicator shall be provided on the operator to continuously indicate valve position.

Paragraphs 2.02.A – 2.02.J shall be removed from Section 15101.

**CITY OF VENICE PROCUREMENT-
FINANCE DEPARTMENT**

**401 W. VENICE AVE. - ROOM # 204
VENICE, FL. 34285
(941) 486-2626
FAX (941) 486-2790**

ADDENDUM NO. 3

Date: April 18, 2018

To: All Prospective Proposers

**Re: ITB# 3083-18: EWRF Lift Station Relocation and Reaeration Blower
Replacement**

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

REVISION(S):

The bid form for the EWRF Lift Station portion has been revised so that bid items 1 – 5 are included in the Total Base Bid brought forward to the Bid Summary page. Bidders are advised to use the attached Addendum 3 revision in their bid submittal.

Peter A. Boers
Procurement Department

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486-2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged.



Signature



Company



Date

EWRF LIFT STATION FORCE MAIN RELOCATION BID SCHEDULE					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	LS	1	\$	\$
2	DEMOLITION AND TEMPORARY ACCESS				
2a	Remove Stairway and Protect for Relocation	LS	1	\$	\$
2b	Demolish Stairway Slab	LS	1	\$	\$
2c	Provide Temporary Stairway	LS	1	\$	\$
3	PIPE, FITTINGS, AND VALVES				
3a	12" DI Flanged Pipe	LF	43	\$	\$
3b	12" DI MJ Pipe	LF	95	\$	\$
3c	12" 22.5-Degree Bend	EA	2	\$	\$
3d	12" 45-Degree Bend	EA	4	\$	\$
3e	12" 90-Degree Bend	EA	4	\$	\$
3f	12" Tee	EA	1	\$	\$
3g	12" Sleeve	EA	1	\$	\$
3h	12" Plug Valve	EA	1	\$	\$
4	STRUCTURAL				
4a	Stairway Slab	LS	1	\$	\$
4b	Pipe Support Slab	LS	1	\$	\$
4c	Stairway Landing	LS	1	\$	\$
4d	Relocate Stairway	LS	1	\$	\$
4e	Sidewalk	LS	1	\$	\$
4f	Pipe Supports				
4f1	Pipe Support #1	EA	1	\$	\$
4f2	Pipe Support #2	EA	1	\$	\$
5	Owner's Allowance	Allowance			\$ 15,000.00
	TOTAL (ITEMS 1 through 5, inclusive)				\$

Total Base Bid (Sum of Items 1 through 5, inclusive) \$ _____
(in numbers)

Total Base Bid In Words (Sum of Items 1 through 5, inclusive)

\$ _____

Bidder agrees to furnish and install equipment from the above circled manufacturers in accordance with the provisions and under the terms of the Contract Documents.

NAME OF BIDDER:

BIDDER'S SIGNATURE:

CURRENT LICENSE NUMBER:

DATE:

EWRf LIFT STATION FORCE MAIN RELOCATION BID SCHEDULE					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	LS	1	\$ 15,000.00	\$ 15,000.00
2	DEMOLITION AND TEMPORARY ACCESS				
2a	Remove Stairway and Protect for Relocation	LS	1	\$ 5,000.00	\$ 5,000.00
2b	Demolish Stairway Slab	LS	1	\$ 2,000.00	\$ 2,000.00
2c	Provide Temporary Stairway	LS	1	\$ 1,200.00	\$ 1,200.00
3	PIPE, FITTINGS, AND VALVES				
3a	12" DI Flanged Pipe	LF	43	\$ 275.00	\$ 11,825.00
3b	12" DI MJ Pipe	LF	95	\$ 700.00	\$ 66,500.00
3c	12" 22.5-Degree Bend	EA	2	\$ 600.00	\$ 1,200.00
3d	12" 45-Degree Bend	EA	4	\$ 600.00	\$ 2,400.00
3e	12" 90-Degree Bend	EA	4	\$ 700.00	\$ 2,800.00
3f	12" Tee	EA	1	\$ 800.00	\$ 800.00
3g	12" Sleeve	EA	1	\$ 600.00	\$ 600.00
3h	12" Plug Valve	EA	1	\$ 3,000.00	\$ 3,000.00
4	STRUCTURAL				
4a	Stairway Slab	LS	1	\$ 8,200.00	\$ 8,200.00
4b	Pipe Support Slab	LS	1	\$ 1,400.00	\$ 1,400.00
4c	Stairway Landing	LS	1	\$ 30,000.00	\$ 30,000.00
4d	Relocate Stairway	LS	1	\$ 8,200.00	\$ 8,200.00
4e	Sidewalk	LS	1	\$ 825.00	\$ 825.00
4f	Pipe Supports				
4f1	Pipe Support #1	EA	1	\$ 1,300.00	\$ 1,300.00
4f2	Pipe Support #2	EA	1	\$ 750.00	\$ 750.00
5	Owner's Allowance	Allowance			\$ 15,000.00
	TOTAL (ITEMS 1 through 5, inclusive)				\$ 178,000.00

Total Base Bid (Sum of Items 1 through 5, inclusive)

\$ 178,000.00
(in numbers)

Total Base Bid in Words (Sum of Items 1 through 5, inclusive)

\$ One Hundred Seventy Eight Thousand Dollars and no cents.

Bidder agrees to furnish and install equipment from the above circled manufacturers in accordance with the provisions and under the terms of the Contract Documents.

NAME OF BIDDER:

Douglas N. Higgins, Inc.

BIDDER'S SIGNATURE:



CURRENT LICENSE NUMBER:

CHC D160189

DATE:

4/20/18

CITY OF VENICE EASTSIDE WATER RECLAMATION FACILITY
REAERATION BLOWER REPLACEMENT

Item	Description	Quantity	Unit	Total Price (In Numbers)
1	Mobilization	1	LS	25,000.00
2	Demobilization	1	LS	25,000.00
3	Site Work and Erosion Control	1	LS	8,000.00
4	Blower Replacement	1	LS	2108,000.00
5	Maintenance of Operations/Temporary Blower System	1	LS	32,000.00
6	Demolition	1	LS	15,000.00
7	Blower Piping Improvements	1	LS	95,000.00
8	Electrical Systems	1	LS	41,545.00
9	Controls and Integration Improvements	1	LS	17,000.00
Base Bid Subtotal				\$ 527,045.00
Contractor Bonds and Insurance (maximum of 5% of base bid subtotal)				\$ 26,352.25
Owner's Allowance				\$ 40,000
Permit Allowance				\$ 1,000

Total Base Bid (Sum of All Items) \$ 594,397.25
(in numbers)

Total Base Bid in Words (Sum of All Items)

\$ Five Hundred Ninety Four Thousand Three Hundred Ninety Seven Dollars and Twenty Five Cents

Bidder agrees to furnish and install equipment from the above circled manufacturers in accordance with the provisions and under the terms of the Contract Documents.

NAME OF BIDDER: Douglas N. Higgins, Inc.

BIDDER'S SIGNATURE: Kelley A. Wtkie

CURRENT LICENSE NUMBER: CGC060189

DATE: 4/20/18

Bid Form Summary

Total Base Bid- EWRF Lift Station Force Main Relocation: \$ 178,000 -

Total Base Bid- EWRF Reaeration Blower Replacement: \$ 594,397.25

Total Bid: \$ 772,397.25

- 5.04 Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- 5.05 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price items will be based on actual quantities of Unit Price Work determined as provided in the Contract Documents.
- 5.06 All specified cash allowances are included in the price(s) set forth above and have been completed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 - TIME OF COMPLETION

- 6.01a EWRF Lift Station Force Main Relocation Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 120 calendar days after the date when the Contract Times commence to run, which days will be entered by OWNER into the AGREEMENT as the Contract Times.
- 6.01b EWRF Reaeration Blower Replacement Bidder agrees that the Work will be substantially complete within 165 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 195 calendar days after the date when the Contract Times commence to run, which days will be entered by OWNER into the AGREEMENT as the Contract Times.
- 6.02 Bidder accepts the provisions of the AGREEMENT as to liquidated and special damages, if any, in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security.
 - B. Required Bidder Qualifications Statement with supporting data.
 - C. Miscellaneous Bid Forms

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted on April 20,, 2018 by:

If Bidder is:

Individual

Name (Typed or Printed): _____

By _____
(Individual's Signature)

Doing business as _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of General Partner - Attach evidence of authority to sign)

(Name (Typed or Printed): _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Corporation

Corporation Name: Douglas N. Higgins, Inc.

Michigan

(State of Incorporation)

By Kelly A. Wilkie
(Signature Attach evidence of authority to sign)

Name and Title (Typed or Printed): Kelly A. Wilkie, Vice-President

(CORPORATE
SEAL)

Attest: Sandra K. Morrison
(Secretary)

License or Registration Number: CGC060189

Business Address: 3390 Travis Pointe Rd., Suite A, Ann Arbor, MI 48108

Phone No.: 734-996-9500 Facsimile: 734-996-8480

Limited Liability Company

By: _____
(Firm Name)

(State of Formation)

By: _____
(Signature of Member/Authorized to Sign)

(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

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 August 15, 2017 and that said resolution is in full force and effect:

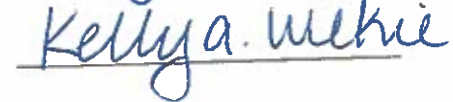
"RESOLVED, That the following listed persons are hereby authorized to execute, on behalf of Douglas N. Higgins, Inc., any and all contracts and documents."

Daniel N. Higgins

Douglas N. Higgins

David J. Wilkie

Kelly A. Wilkie




Kelly A. Wilkie
Secretary

Dated: August 15, 2017



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

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

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

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

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



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC060189

ISSUED: 08/17/2016

CERTIFIED GENERAL CONTRACTOR
HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1608170002656

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC060189

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

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



ISSUED: 08/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608170002656

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, 2018, that its most recent annual report/uniform business report was filed on January 8, 2018, 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 Eighth day of January, 2018*



Ken DeFuria
Secretary of State

Tracking Number: CC0077528053

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

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

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address: _____

Phone and FAX number and address for receipt of communications to joint venture:

Phone: _____ Facsimile: _____

ARTICLE 10 – REQUIRED FORMS

Required Forms Check List: ITB# 3083-18: EWRF Lift Station Force Main Relocation and Reaeration Blower Replacement Projects

- Proposal Bond
- Local Preference Form
- Qualifications Statement
- Co-operative Procurement with Other Jurisdictions
- Form 3A- Interest in Competitive Bid for Public Business
- Indemnification/Hold Harmless
- FDEP & U.S. EPA Construction Notices of Intent (NOI)
- Statement of References for Contractor
- Contractor's Statement of Sub-contractors
- Drug Free Workplace Certification
- Non-Collusive Affidavit
- Public Entity Crime Information
- Statement of "No Bid" (if applicable)

All required forms are included in this package. All forms must be filled out and returned with the firm's proposal.

Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.

Mark N/A if not applicable to your firm

PROPOSAL BOND

**Not to be completed if a certified check is submitted.*

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

Douglas N. Higgins, Inc. as Principal,

and Hartford Accident and Indemnity Company as Surety

are held and firmly bound unto the City of Venice, Florida, in the sum of

five percent of the attached bid \$ 5% of the attached bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

EWRF Lift Station Force Main Relocation and Reaeration Blower Replacement Projects

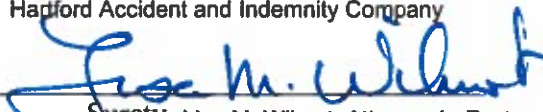
all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided heretofore, all within Sarasota County, is accepted and the bidder shall within ten (10) days after notice of said award, enter into a contract, in writing, and furnish the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

Signed this 20th day of April, 2018.

Douglas N. Higgins, Inc. - a corporation

Hartford Accident and Indemnity Company


Principal Kelly A. Wilkie, Vice-President


Surety Lisa M. Wilmot, Attorney-in-Fact

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

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

Countersignature:


William Nolan, FL Resident Agent
FL License #E162354

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

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

Agency Name: HYLANT GROUP INC

Agency Code: 21-211417

KNOW ALL PERSONS BY THESE PRESENTS THAT:

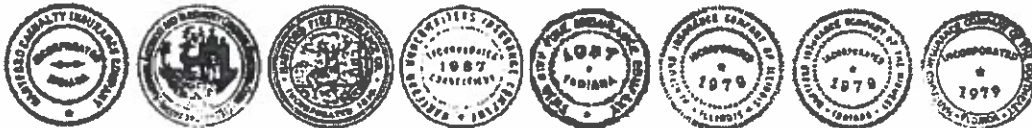
- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the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

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

Susan E. Hurd of Dublin OH, Vicki S. Duncan of Toledo OH, Rachel L. Dobbs, Chalene Haddon, Monica M. Mills, Deborah H. Neff, William V. Nolan III, Kristie A. Pudvan, Cathy Queen, Lisa M. Wilmot of LAKE MARY, Florida

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

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



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

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



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **April 20, 2018**
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

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"LOCAL PREFERENCE" DETERMINATION

The following questions will help you determine local preference for your company.

Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.

ONLY if you answer **YES** to questions 1 through 4, may you proceed to question 5.

If you answer **YES** to any questions 5 and 6, local preference applies.

If you are unsure of how to answer any questions, please contact the City of Venice's Purchasing Department at 941-486-2626.

Questions 1 – 4

1. Has your company paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not currently have a local business tax) authorizing your company to provide goods or services described in this solicitation?

✓

YES X If "yes", proceed to question 2.

NO If "no", **STOP, local preference does not apply.**

* If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County from which your company operates or performs business?

✓

YES X If "yes", proceed to question 3.

NO If "no", **STOP, local preference does not apply.**

3. Does your company's local business office (identified in question 2) have a least one full time employee?

✓

YES X If "yes", proceed to question 4.

NO If "no", **STOP, local preference does not apply.**

MG

4. Do at least fifty percent (50%) of your company's employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County?

✓

YES X If "yes", proceed to question 5.

NO If "no", **STOP, local preference does not apply.**

Questions 5 – 6

5. Is your company's local business office (identified in question 2) the primary location (headquarters) of your company?

YES If "yes", **STOP, local preference applies.**

NO X If "no", proceed to question 6.

13 | 98 =

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location AND does at least one corporate officer, managing partner or principal owner of your company reside in Sarasota, Manatee, DeSoto or Charlotte County?

YES ☒ If "yes", STOP, local preference applies.

NO ☐ If "no", local preference does not apply.

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO:

CITY OF VENICE
Procurement- Finance Department
401 W. Venice Avenue
Venice, Florida 34285

CHECK ONE:

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

SUBMITTED BY:

NAME: Douglas N. Higgins, Inc.
ADDRESS: 5355 McIntosh Road, Suite E Sarasota, FL 34233
PRINCIPLE OFFICE: 3390 Travis Pointe Rd., Suite A, Ann Arbor, MI 48108

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

Douglas N. Higgins, Inc.

The address of the principal place of business is:

3390 Travis Pointe Rd., Suite A, Ann Arbor, MI 48108

If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: April, 1966
- b. State of Incorporation: Michigan
- c. President's Name: Douglas N. Higgins
- d. Vice President's Name: Daniel N. Higgins and Kelly A. Wilkie
- e. Secretary's Name: Kelly A. Wilkie
- f. Treasurer's Name: Kelly A. Wilkie
- g. Name and address of Resident Agent: Paul Ullom One Harbour Place Tampa FL 33602

If Offeror is an individual or partnership, answer the following:

- a. Date of Organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

52

a. Under what other former names has your organization operated?

None

Kelly A. Wilkie, Vice-President

ACKNOWLEDGEMENT

State of Michigan

County of Washtenaw

SS.

On this the 20th day of April, 2018, before me, the undersigned Notary Public of the State of Michigan, personally appeared Kelly A. Wilkie and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Sandra K. Garrison
NOTARY PUBLIC, STATE OF Michigan

NOTARY PUBLIC
SEAL OF OFFICE:

Sandra K. Garrison
(Name of Notary Public: Print, stamp, or type as commissioned)

☒ Personally known to me, or ☐ Produced Identification: _____ ☐ DID take an oath, or ☒ DID NOT take an oath

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

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

Yes X No

AUTHORIZED SIGNATURE

By submission of the ITB, the undersigned certifies that:

1. He/She has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Venice, Florida employee or official or to any current consultant to the City of Venice, Florida;
2. He/She has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
4. He/She has the full authority of the Offeror or to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: Kelly A. Wilkie

Signature: Kelly A. Wilkie

Title: Vice-President

Company Name: Douglas N. Higgins, Inc.

Address: 3390 Travis Pointe Rd., Suite A

City, State, ZIP: Ann Arbor, MI 48108

Telephone Number: 734-996-9500

Fax Number: 734-996-8480

E-mail address: danh@dnhiggins.com

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NOT APPLICABLE

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by § 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____		
b. The realty, goods, and / or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No. If so, how often?		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Department of State in Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A — REV. 1-85

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INDEMNIFICATION/HOLD HARMLESS

The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-Offerors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

I, Kelly A. Wilkie, being an authorized representative of the firm of
Douglas N. Higgins, Inc. located at City
Ann Arbor, State MI, Zip Code 48108 Phone:
734-996-9500 Fax: 734-996-8480. Having read and
understood the contents above, hereby submit accordingly as of this Date,
April 20,, 2018.

Kelly A. Wilkie
Please Print Name

Kelly A. Wilkie
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

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CITY OF VENICE, FLORIDA
FDEP & U.S. EPA CONSTRUCTION NOTICES OF INTENT (NOI)

The undersigned bidder acknowledges the requirement of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) which have published the rules for NPDES General Permits for stormwater discharges from construction sites and said bidder agrees to assist the owner in the preparation of these permits and associated plans. The bidder acknowledges that he has taken these permits and associated construction costs into account in the preparation of his lump sum bid. These permits are mandated under Section 402(p) of the Clean Water Act for "Stormwater Discharge from Construction Activities (including clearing, grading, and excavation activities) that result in the disturbance of five (5) or more acres total land area, including areas that are part of a larger common plan of development or sale." The EPA has published summary guidance for: "Developing Prevention Plans and Best Management Practices" (EPA 833-R-92-001, October 1992).

The EPA permit format is a *Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity to be covered under a NPDES Permit*, and it is to be submitted according to the NOI instructions. The Stormwater Pollution Prevention Plan which must accompany the NOI must be signed by authorized representatives of the contractor and subcontractors as well as the facility Owner. Copies of the EPA NOI must be provided to state and local agencies who have issued stormwater management, grading, or land alteration permits or approvals.

An NOI must also be submitted to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS 2510, 2600 Blair Stone Road, Tallahassee, FL 32399. FDEP forms may be downloaded from the State's web site <http://www.dep.state.fl.us/water/stormwater/npdes/> or phone 850-921-9870 if you have questions.

Acceptance of the bid to which this certification and disclosure applies in no way represents the Owner or its Representative has evaluated and thereby determined that the information is adequate to comply with the applicable U.S. EPA or FDEP requirements nor does it in any way relieve the contractor of its sole responsibility to comply with the applicable U.S. EPA and FDEP requirements, including inspection of all control measures at least once each week and following any storm (rainfall) event of 0.5 inches or greater and maintaining reports of each inspection.

Bidder (Company): Douglas N. Higgins, Inc.

Name and Title: Kelly A. Wilkie, Vice-President

Kelly A. Wilkie

Address: 3390 Travis Pointe Rd, Suite A

Ann Arbor, MI 48108

Telephone: 734-996-9500

BY SIGNATURE BELOW OF AUTHORIZED REPRESENTATIVE, CONTRACTOR ACKNOWLEDGES RECEIPT OF A COPY OF CITY ORDINANCES 95-12 and 96-09 AND AGREES TO ABIDE BY THE REQUIREMENTS OF SAID ORDINANCES.

Signature: Kelly A. Wilkie
Printed name/title: Kelly A. Wilkie, Vice-President

Date: 4/20/18

ORDINANCE 95-12

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, HEALTH AND SANITATION, ARTICLE IV, DISPOSAL OF EXCRETA, SECTION 9-71, DISCHARGE OF RAW SEWAGE INTO STORMWATER; DELETING ARTICLE V, PROHIBITED STORMWATER DISCHARGES; ADDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY; DELETING CHAPTER 15, STREETS AND SIDEWALKS, ARTICLE IV, EXCAVATIONS, SECTION 15-53, STORM DRAINAGE AND POLLUTION; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, control of stormwater runoff is necessary from individual lots that do not require a permit from the Southwest Florida Water Management District and requiring compliance with the provisions of the Clean Water Act 33 U.S.C.1251 et.seq., as amended by the Water Quality Act of 1987; and

WHEREAS, the City is desirous of complying with its U.S. Environmental Protection Agency National Pollutant Discharge Elimination System Permit and its Stormwater Master Plan, therefore, stormwater runoff and any discharge to the City storm sewer system will be closely monitored and regulated; and

WHEREAS, the control of stormwater runoff is the responsibility of each individual property owner; and

WHEREAS, the City is desirous of controlling stormwater runoff and insuring compliance with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. Chapter 9, Water and Sewers, Article IV, Disposal of Excreta, Section 9-71, Discharge of Raw Sewage into Storm Sewer, is amended to read as follows:

Sec. 9-71. Discharge of raw sewage into storm sewer.

It shall be unlawful for any person to discharge raw sewage or to discharge the effluent of and from any septic tank into the storm sewer system of the city or to construct or maintain any system of drainage, pipes, conduits or other apparatus whereby raw sewage or the effluent of and from any septic tank shall or may be discharged into or through the storm sewer system of the city.

SECTION 2. Chapter 9, Water and Sewers, Article V, Prohibited Stormwater Discharges, is deleted in its entirety.

SECTION 3. Chapter 19, Water and Sewers, Article VI, Stormwater Quality is added to read as follows:

ARTICLE VI. STORMWATER QUALITY

Sec. 19-141. Definitions.

As used in this article "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26(a)(14) U.S. Environmental Protection Agency regulation.

As used in this article "construction sites" refers to all sites.

As used in this article, "illicit discharge" is any discharge of anything other than stormwater to the municipal separate storm sewer system (MS4) or the waters of the State of Florida or the United States.

As used in this article "industrial wastewater" refers to liquids used by an entity in their course of business, that if discharged to the MS4, would degrade the quality of stormwater.

Sec. 19-142. Disposal of industrial stormwater discharges.

The following types of discharges to the municipal separate storm sewer of the city must be controlled as indicated.

(1) **Industrial wastewater/illicit discharge:** Industrial wastewater/illicit discharge may not be discharged to the city's municipal separate storm sewer system.

(2) **Industrial stormwater:** As required to comply with NPDES regulations, the quality of industrial stormwater which is discharged through the city's municipal separate storm sewer system may be subject to regulation or permitting, and any violation of such regulation or permit may be subject to an order to immediately cease such

discharge.

Sec. 19-143. Runoff stormwater and Best Management Practice (BMPs) for construction sites.

BMPs shall be implemented as necessary, to insure that all discharges from construction activities are in compliance with the City of Venice EPA/NPDES Stormwater Permit and the Stormwater Master Plan, or the SWFWMD Permit or EPA's NPDES Construction Activity General Permit, whichever is most stringent in its requirements.

Best Management Practices include but are not limited to, the following requirements:

- (a) All site grading shall be conducted in such a manner that all stormwater management facilities located adjacent to the site are not altered in any way which will diminish their designated flow or pollutant removal capacity or the shape of the drainage facility.
- (b) Maintenance of vegetative buffers or use of a silt fence and/or staked hay bales which minimize erosion and retain sediment on site, shall be implemented prior to any construction activities taking place at sites which discharge to surface water or the municipal separate storm sewer system (MS4). These controls, when utilized, shall be secured and properly maintained during construction activities until the site has been stabilized with sod and/or seed and mulch. A double silt fence may be required as an additional measure to insure that discharges from the site are in compliance with water quality standards as established by the EPA/NPDES Stormwater Permit. Undisturbed vegetative buffers shall be maintained intact to the maximum extent possible to reduce erosion and the discharge of sediment from stormwater runoff. All areas of exposed soil shall be stabilized within 72 hours of attaining final grade.
- (c) Storm sewer systems (eg. inlets, pipes and ditches, etc.) adjacent to the site must be protected by a silt fence and/or staked hay bales during construction, to keep solids from entering conveyance systems.
- (d) Vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a lake, wetland, watercourse or stormwater conveyance system. Special areas must be designated for washing vehicles. In all new subdivisions, a wash area may be established by the owner/developer which can be used by the site contractor and home builders. If established, wash areas shall be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Gravel or rock bases are recommended for temporary holding or seepage basins, to minimize mud generation. Underdrains shall be installed where infiltration basins are provided as required by the owner/developer's engineer or the Southwest Florida Water Management District. Upon completion of the project, the wash areas shall be graded and stabilized and any trash or waste shall be collected and disposed of properly.
- (e) Fuel, chemicals, cements, solvents, paints, topsoil, or other potential water pollutants shall be stored in areas where they will not cause runoff pollution. Toxic chemicals and materials, such as pesticides, paints, and acids, must be stored in accordance with manufacturer's guidelines. Groundwater resources shall be protected from leaching by placing a plastic mat, packed clay, tar paper, or other impervious material on any areas where toxic liquids are to be opened and stored.
- (f) A minimum of one permitted driveway must be established prior to construction and shall be used as the only access for ingress/egress during construction in order to provide minimum disturbance of drainage facilities and vegetative cover on site.

Sec. 19-44. Owner responsibility for stormwater runoff.

- (a) The control of stormwater runoff is the responsibility of each individual property owner.
- (b) Any property owner constructing or causing to be constructed any building which requires an elevated slab and the elevation of the building pad is higher than that of adjoining properties, will control stormwater runoff during construction. Likewise, any property that is filled more than twelve inches above the adjacent property must provide additional control measures for stormwater during construction. Upon completion of the work, all stormwater runoff shall flow to its natural preconstruction drainage swale, ditch, etc., or be retained in a retention or detention pond(s) designed and constructed for that purpose.
- (c) For any construction where the elevation of the building pad or site fill will be higher than adjoining properties, construction plans certified by a professional engineer registered with the State of Florida, retained by the property owner, will be provided to the City prior to issuance of a building permit.
- (d) Any single lot not covered under Southwest Florida Water Management District rules, exceeding forty-five percent in impervious coverage (including buildings, drives, sidewalks, patios, etc.) shall require stormwater retention facilities to be designed by a Florida registered engineer. The design is to meet the City of Venice EPA/NPDES Permit requirements for quantity and quality of treatment.
- (e) The property owner's engineer will be required to certify to the City Engineer that construction was completed in accordance with the certified plans, prior to issuance of a Certificate of Occupancy.

(f) All improvements to property affecting stormwater drainage must be done in compliance with the City's Comprehensive Plan.

Sec. 19-145. Illicit discharges.

It shall be unlawful for any person to discharge anything other than stormwater into the city's municipal separate storm sewer system whether such discharges occur through piping connections, runoff, exfiltration, infiltration, seepage, or leaks. No person may maintain, use, or establish any direct or indirect connection to any storm sewer owned by the city that results in any discharge in violation of any provision of federal, state, city, or other law or regulation. This provision is retroactive to January 1, 1995, and applies to connections made prior to the effective date of this provision, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.

No materials other than those composed entirely of stormwater shall be disposed of, dumped, or spilled into the city's municipal separate storm sewer system, whether such materials are in a solid or liquid form.

Sec. 19-146. Inspections.

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article.

SECTION 4. Chapter 15, Streets and Sidewalks, Article IV, Excavations, Section 15-53, Storm Drainage and Pollution, is deleted in its entirety.

SECTION 5. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 6. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 23RD DAY OF MAY, 1995.

First Reading: May 9, 1995 - Final Reading: May 23, 1995 - ADOPTION: May 23, 1995

ATTEST: /s/LORI STELZER, CMC, CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 23rd day of May, 1995, a quorum being present.

WITNESS my hand and the official seal of said City this 24th day of May, 1995.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY

ORDINANCE 96-09

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY, SECTION 19-141, DEFINITION FOR INDUSTRIAL STORMWATER, SECTION 19-146, INSPECTIONS, PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venice is responsible for the conservation, management, protection, control, use and enhancement of stormwater within its corporate limits, and for the acquisition, management, maintenance, extension, and improvement of the stormwater systems in the City; and

WHEREAS, the Environmental Protection Agency/National Pollutant Discharge Elimination System (EPA/NPDES) permit requires certain amendments to the existing Ordinance and extension of inspection authority on private properties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-141, Definition, for Industrial Stormwater is amended to read as follows:

Sec. 19-141. Definitions.

As used in this article, "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26 (a) (b) (14), U.S. Environmental Protection Agency regulation.

SECTION 2. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-146, Inspections, is amended to read as follows:

Sec. 19-146. Inspections.

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article. The city engineer or his duly authorized agents may enter at all reasonable times in or upon any private or public property for the purpose of inspecting and investigating conditions and practices which may be a violation of this ordinance, regulation or permit. The city engineer may, whenever necessary, make an inspection of construction sites to enforce any of the provisions of this ordinance, regulation or permit issued hereunder, or whenever an authorized official has reasonable cause to believe there exists any condition constituting a violation of this ordinance, regulation or permit issued hereunder. The city engineer shall inspect the work and shall require the owner to obtain services to provide adequate on-site inspection. If the city engineer finds that eroded soils are leaving the construction site, the city engineer may direct the owner(s) or his agents or his contractor on the site by written order to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating off site. Notwithstanding the existence or pursuit of any other remedy, the City may maintain an action in its own name in any court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violations of this ordinance.

SECTION 3. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 4. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 26TH DAY OF MARCH, 1996.

First Reading: March 12, 1996 - Final Reading: March 26, 1996 - ADOPTION: March 26, 1996

ATTEST: /s/LORI STELZER, CMC.CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 26th day of March, 1996, a quorum being present.

WITNESS my hand and the official seal of said City this 27th day of March, 1996.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY.

**STATEMENT OF REFERENCES
FOR CONTRACTOR**

Addendum 1 Revision

NAME OF CONTRACTOR: Douglas N. Higgins, Inc.
BUSINESS ADDRESS: 3390 Travis Pointe Rd. Suite A Ann Arbor, MI 48108

How many years have you been engaged in the business under the present firm name? 52 years

List previous business experience: Over five decades of experience in heavy civil/
underground utility/wastewater construction
Provide two (2) plant projects of similar scope and size for the recreation blower project, and two (2) projects for the LS FM relocation project.

(1) Project Name: SCWRF Proposed 30" + 24" Force Main, Ph I + MPS 306 Force Main Ph III

Project Description Install one 30" diam HDPE x 400' horizontal directional
drill force main + one 30" diam HDPE x 600' horizontal directional drill with 200'
of ductile iron force main.

Construction Start Date 6-13-14 Construction Finish Date 11-26-14

Owner contact: Wayne Karlovich, PE

Company Name: Collier County Public Utilities

Telephone: 239-252-5372 E-mail: wayne.karlovich@collier.gov.net

Design Engineer contact: David Schmitt, PE

Company Name: Hole Montes, Inc.

Telephone: 239-252-2000 E-mail: _____

(2) Project Name: MPS 306 Force Main, Ph I

Project Description Directional drill 2 runs of 30" HDPE force main, 900' + 1100'
tied together with a 30" plug valve, open cut 30' of 30" ductile iron FM,
connect to HDPE dir. drill with a 30" plug valve, connect line to existing FM.

Construction Start Date 3-24-14 Construction Finish Date 7-31-14

Owner contact: Wayne Karlovich

Company Name: Collier County Public Utilities

Telephone: 239-252-5372 E-mail: wayne.karlovich@collier.gov.net

Design Engineer contact: Donovan S. Bramlett, P.E.

Company Name: AECom Technical Services, Inc.

Telephone: 239-278-7996 E-mail: _____

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**STATEMENT OF REFERENCES
FOR CONTRACTOR**

Addendum 1 Revision

(3) Project Name: NCWRF Compliance Assurance

Project Description Upgrade existing odor control sys. Install 4 new odor control
Construct 2 HDPE lined water storage ponds. Repair + reshape existing ponds
Upgrade exist. MLE Aeration basins incl fine bubble diffuser sys, centrifugal
blower + odor control covers. Stormwater upgrades throughout site.
Construction Start Date 11-6-09 Construction Finish Date 11-23-11

Owner contact: Peter Schalty, PMP

Company Name: Collier County Public Utilities

Telephone: _____ E-mail: _____

Design Engineer contact: Clifford Pepper, PE

Company Name: Hole Montes, Inc.

Telephone: 239-254-2000 E-mail: _____

(4) Project Name: Seminole Tribe - Decanter Replace & Misc WWTP Improvement
Big Cypress WTP: installed sequencing batch reactors decanter
Project Description mods, incl new VFDs + control panels; SBR basin waste sludge
piping mods; aeration blower discharge piping mods; Equalization Basin
submersible pump station access mods. Air sys control panel + compressed
air supply sys mods. Screened ww influent piping mods.
Construction Start Date 7-6-15 Construction Finish Date 9-30-15

Owner contact: David Gaff

Company Name: City of Naples Utilities Dept

Telephone: 239-253-5864 E-mail: dgraff@naplesgov.com

Design Engineer contact: _____

Company Name: City of Naples Utilities Dept

Telephone: _____ E-mail: _____

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**CONTRACTOR'S STATEMENT OF
SUBCONTRACTORS TO BE USED FOR THIS WORK**

NAME OF CONTRACTOR: Douglas N. Higgins, Inc.

BUSINESS ADDRESS: 3390 Travis Pointe Rd., Suite A, Ann Arbor, MI 48108

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

- (1) Company Name: BAY AREA ELECTRIC, INC.
Address: 6244 CLARK CENTER AVENUE, SARASOTA, FL, 34238
Telephone: (941) 921-9067 Phase of Work Sublet: ELECTRICAL
- (2) Company Name: CEC CONTROLS COMPANY, INC.
Address: 5306 4TH AVE. CIRCLE E, BRADENTON, FL, 34208
Telephone: (941) 803-9464 Phase of Work Sublet: CONTROLS
- (3) Company Name: Y & M ARCHITECTURAL METALS
Address: 2341 SW 24TH AVENUE, OKEECHOBEE, FL, 34974
Telephone: (863) 532-3690 Phase of Work Sublet: STAIR FABRICATION/INSTALL
- (4) Company Name: EXCELETECH COATINGS APPLICATIONS, LLC
Address: 221 N HWY 27 SUITE 1, CLERMONT, FL, 34711
Telephone: (352) 394-2155 Phase of Work Sublet: PAINTS / COATINGS

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DRUG FREE WORKPLACE CERTIFICATION

If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Douglas N. Higgins, Inc.
Contractor's Name Signature


Kelly A. Wilkie

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NON-COLLUSIVE AFFIDAVIT

State of Michigan

County of Washtenaw

SS.

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

1. He/she is the Vice-President (Owner, Partner, Officer, Representative or Agent) of Douglas N. Higgins, Inc. the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered in the presence of:

[Signature]

By: Kelly A. Wilkie
Kelly A. Wilkie
(Printed Name)
Vice-President
(Title)

ACKNOWLEDGEMENT

State of Michigan

County of Washtenaw

On this 20th day of April, 2018, before me, the undersigned Notary Public of the State of Michigan, personally appeared Kelly A. Wilkie and (Name(s) of Individual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and he/she/they acknowledge that he/she/they executed it.

[Signature]
NOTARY PUBLIC, STATE OF Michigan

NOTARY PUBLIC
SEAL OF OFFICE:

Sandra K. Garrison
(Name of Notary Public: Print, stamp, or type as commissioned)

☒ Personally known to me, or ☐ Produced Identification: _____ ☐ DID take an oath, or ☒ DID NOT take an oath

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

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PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a BID/ITB proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, Kelly A. Wilkie, being an authorized representative
of the firm of Douglas N. Higgins, Inc., located at City:
Ann Arbor State: Michigan Zip: 48108, have
read and understand the contents of the Public Entity Crime Information and of this
formal BID/ITB package, hereby submit our proposal accordingly.

Signature:

Kelly A. Wilkie

Date:

4/20/18

Phone:

734-996-9500

Fax:

734-996-8480

Federal ID#:

38-1807765

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NO BID RESPONSE

IMPORTANT: If you choose not to submit a bid for the attached "Invitation To Bid," please complete and return this form only on/before bid closing date. Failure to respond will result in your company being negatively registered as non-responsive. In the event five (5) "no responses" are posted, you will be automatically dropped from our mailing list for future solicitations for the described product/service.

Thank you for taking this opportunity to help us update and improve the solicitation process.

Bid Open/Close Date: **April 20, 2018 at 2:00 PM**

Bid Number: **3083-18**

Description: **EWRf Lift Station Force Main Relocation and Reacration Blower Replacement Projects**

Contact: **Peter Boers, Procurement- Finance Department**

Please check the appropriate response. We respectfully submit "No bid" for the following reason(s):

- ☐ 1. We are unable to meet the required delivery date
- ☐ 2. We cannot provide a product to meet the required specifications.
- ☐ 3. We no longer provide the requested product.
- ☐ 4. We do not represent the required brand name product.
- ☐ 5. The bid closing date does not allow adequate time to prepare a response.
- ☐ 6. The specifications are too restrictive.
- ☐ 7. We have chosen not to do business with the City
- ☐ 8. Other (feel free to provide our response on your company letterhead.)

Company Name _____ Vendor No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

++ END OF BID FORM ++

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