






**CITY MANAGER'S REPORT  
AGENDA ITEM REQUEST  
FINANCE DEPARTMENT**

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**TO:** Ed Lavallee, City Manager   
**THROUGH:** Linda Senne, Finance Director   
**FROM:** Peter Boers, Procurement Manager   
**DATE:** May 25, 2018  
**MEETING DATE:** June 12, 2018  
**SUBJECT:** **Approval of Contract with D.N. Higgins, Inc. in the amount of \$771,872.25 for the Eastside Water Reclamation Facility (EWRF) Lift Station Force Main Relocation and Reaeration Blower Replacement Projects**

**Background:**

At the request of the Utilities Department, Procurement has solicited sealed bids for Invitation to Bid, ITB 3083-18, EWRF Lift Station Force Main Relocation and Reaeration Blower Replacement Projects. On April 20, 2018, four (4) responsive and responsible bids were received.

Upon evaluation of the bids staff recommends award to D.N. Higgins, Inc. of Sarasota, Florida, as the lowest responsive and responsible bidder, in the amount of \$771,872.25. A Notice of Intent to Award was issued on May 8, 2018.

The Utilities Department has reviewed the bid responses and concurs with the attached Consulting Engineers' recommendations.

**Requested Action:**

Approval of the attached contract with D.N. Higgins, Inc. in the amount of \$771,872.25 and grant authorization for the Mayor to execute the contract.

**City Attorney Review:**

The City Attorney has reviewed this document and finds no legal objections.

**Risk Management Review:**

The Risk Manager has reviewed this document and finds no risk management objections.

**Funds Availability (account number):**

Funds appropriated in the Utilities Fund for Fiscal Year 2018

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Cc: Javier Vargas, Utilities Director  
Attachments



PROCUREMENT DEPARTMENT - CITY OF VENICE, FLORIDA  
ITB #3083-18 EWRF LIFT STATION FORCE MAIN RELOCATION AND  
REAERATION BLOWER REPLACEMENT PROJECTS

DUE: APRIL 20, 2018 @ 2:00 PM

Please print for all columns:

#	FIRM NAME	EWRF Lift Station Force Main Relocation	Reaeration Blower Replacement	Total Bid	Responsive
1	DN Higgins, Inc. 5355 McIntosh Road, Suite E Sarasota, FL 34233	\$ 178,000.00	\$ 593,897.25	\$ 771,897.25	Yes
2	Quality Enterprises USA, Inc. 3494 Shearwater Street Naples, FL 34117	\$ 214,234.96	\$ 592,998.09	\$ 807,233.05	Yes
3	TLC Diversified, Inc. 17th Street East Palmetto, FL 34221	\$ 235,750.00	\$ 597,500.00	\$ 833,250.00	Yes
4	Westra Construction Corp. 1263 12th Ave. East Palmetto, FL 34221	\$ 287,000.00	\$ 531,100.00	\$ 818,100.00	Yes
5					
6					
7					



**CITY OF VENICE**  
401 W. Venice Avenue Venice, FL. 34285

**REVISED NOTICE OF INTENT TO AWARD**

**BID NUMBER:** 3083-18

**BID TITLE:** EWRf Lift Station Force Main Relocation and Reaeration Blower Replacement Projects

**DUE DATE AND TIME:** April 20, 2018 AT 2:00PM

**RESPONDENTS:**

<u>Company Name</u>	<u>City</u>	<u>County</u>	<u>Base Bid Price</u>
DN Higgins, Inc.	Sarasota, FL	Sarasota	\$ 771,872.25
Quality Enterprises USA, Inc.	Naples, FL	Collier	\$ 807,233.05
TLC Diversified, Inc.	Palmetto, FL	Manatee	\$ 833,250.00
Westra Construction Corp.	Palmetto, FL	Manatee	\$ 818,100.00

**AWARD:** Lowest responsive and responsible bid, Total Base Bid.

**RESULTS:** DN Higgins, Inc., having submitted the lowest responsive and responsible bid is recommended for award.

By:   
Peter A. Boers, Procurement Manager

Date: 5/8/2018

May 3, 2018

Peter Boers  
Finance – Procurement Department  
City of Venice  
401 West Venice Avenue  
Venice, Florida 34285

RE: City of Venice  
EWRF Lift Station Force Main and Reaeration Blower Replacement Projects  
Jones Edmunds Project No.: 22120-002-01 (Lift Station Force Main)  
Bid Evaluation

Dear Mr. Boers,

This letter summarizes the construction contract bids received for the Lift Station Force Main portion of the EWRF Lift Station Force Main and Reaeration Blower Replacement projects. The City of Venice advertised for bids on March 17, 2018. Four bids were received at the City of Venice Department of Public works on Thursday, April 20, 2018, and read publicly. The Base Bids of these four bidders ranged from \$772,397.25 (corrected to \$771,897.25) to \$833,250.00. The bids for the force main portion ranged from \$178,000.00 to \$287,000.00. The number of bids received and the range of bids indicate that the project was well advertised and bids are competitive.

Douglas N. Higgins, Inc. submitted the lowest base bid for \$772,397.25 (corrected to \$771,897.25). Douglas N. Higgins also provided the lowest bid for the force main, \$178,000.00. Jones Edmunds has reviewed the submitted bid package provided by Douglas N. Higgins, Inc. and finds their bid responsive. All addendums were acknowledged on the Bid Form and two similar project references were provided. A Bid Bond was provided in the amount of 5% of the bid. The Bid Bond surety appears in the US Treasury Department Circular 570 and is licensed in Florida.

Douglas N. Higgins, Inc. is not a federally debarred contractor. Jones Edmunds ran a D&B report on Douglas N. Higgins, Inc. and they were marked as a low risk for late payments. Jones Edmunds has also investigated the Contractor's experience, reputation, performance, past projects, and outstanding projects and, based on the information received, finds the Contractor responsible and capable of performing the force main work on this project.

Peter Boers

May 3, 2018

Page 2

Jones Edmunds suggests to the City of Venice to award the project to Douglas N. Higgins in the amount of \$771,897.25, pending concurrence with the Engineer on the Reaeration Blower Replacement Project.

If you have any questions or comments, feel free to contact me at (941) 387-6858 or [dyoung@jonesedmunds.com](mailto:dyoung@jonesedmunds.com).

Sincerely,



Douglas R. Young, PE

Senior Engineer

7230 Kyle Court

Sarasota, Florida 34240

[dyoung@jonesedmunds.com](mailto:dyoung@jonesedmunds.com)

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Hazen and Sawyer  
7334 Delainey Court  
Sarasota, FL 34240 • 941.378.2862

May 10, 2018

Peter Boers  
Finance-Procurement Department  
City of Venice  
401 West Venice Avenue  
Venice, FL, 34285

**Re: ITB #3083-18 Eastside Water Reclamation Facility (EWRF) Lift Station Force Main Relocation and Reaeration Blower Replacement Projects Bid Evaluation (REVISED)**

Dear Mr. Boers:

We have evaluated the bids received on April 20, 2018 for the Eastside Water Reclamation Facility (EWRF) Lift Station Force Main Relocation and Reaeration Blower Replacement Projects.

Four (4) bids were received as shown in the table below:

Bidder	Bid Amount for Overall Project	Bid Amount for Reaeration Blower Replacement Project
Douglas N. Higgins, Inc.	771,872.25	\$593,872.25
Quality Enterprises USA, Inc.	\$807,233.05	\$592,998.09
Westra Construction Corporation	\$818,100.00	\$531,100.00
TLC Diversified, Inc.	\$833,250.00	\$597,500.00

Based on the above table, the low bidder for the overall project is Douglas N. Higgins, Inc. (D.N. Higgins). The 8% difference between the lowest to highest bids for the overall project indicates that the City of Venice (City) received a competitive bid for this project. The submitted low bid is a fair representation of the value of the overall project in today's market.

The Reaeration Blower Replacement project bid price from D.N. Higgins was 9.9% higher than the Engineer's cost estimate of \$540,220.00. A breakdown of the comparison between D.N. Higgins bid price and the Engineer's cost estimate is attached. The discrepancy between the Contractor's bid price and the Engineer's cost estimate is within industry standards.

Hazen and Sawyer (Hazen) contacted the two references provided by D.N. Higgins that were related to the Reaeration Blower Replacement project. We received feedback from both references on their experience with D.N. Higgins. Based on this feedback, combined with Hazen's previous experience with D.N. Higgins on construction projects in the West Florida region, we have determined D.N. Higgins to be qualified to perform the work outlined in this project.

Job no

We recommend the award of the contract for the EWRf Lift Station Force Main Relocation and Reaeration Blower Replacement Projects to D.N. Higgins in the amount of \$771,872.25, pending a concurring recommendation from the Engineer on the Lift Station Force Main Relocation Project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew Coleman".

Andrew Coleman, PE  
Hazen and Sawyer

Enclosure: Bid Price comparison for Reaeration Blower Replacement project (Low bid for overall project and Engineer's cost estimate)

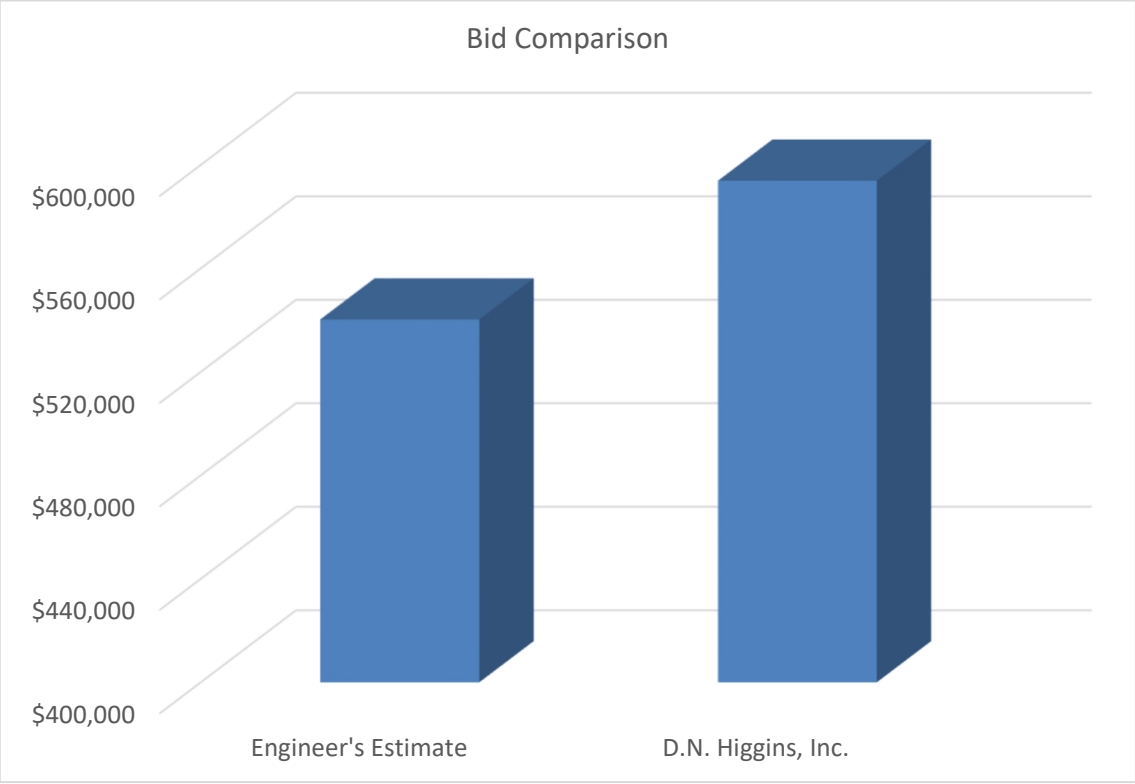
cc: Daniel Schmidt, PE, Hazen and Sawyer

## City of Venice EWRF Reaeration Blower Replacement Project

### Bid Evaluation

Item #	Description	Engineer's Estimate	D.N. Higgins, Inc.	% Diff. of Lowest Overall Bid Cost to Engineer's Estimate (Reaeration Blower Portion)
1	Mobilization	\$25,275.00	\$25,000.00	-1.1%
2	Demobilization	\$8,425.00	\$25,000.00	196.7%
3	Site Work and Erosion Control	\$26,960.00	\$8,000.00	-70.3%
4	Blower Replacement	\$242,260.00	\$268,000.00	10.6%
5	Maintenance of Operations/Temporary Blower System	\$27,560.00	\$32,000.00	16.1%
6	Demolition	\$14,360.00	\$15,000.00	4.5%
7	Blower Piping Improvements	\$53,060.00	\$95,000.00	79.0%
8	Electrical Systems	\$25,260.00	\$41,545.00	64.5%
9	Controls and Integration Improvements	\$54,960.00	\$17,000.00	-69.1%
Base Bid		\$478,120	\$526,545	10.1%
Bonds and Insurance		\$21,100.00	\$26,327.25	24.8%
Owner's Allowance		\$ 40,000.00	\$ 40,000.00	0.0%
Permit Allowance		\$ 1,000.00	\$ 1,000.00	0.0%
<b>Total</b>		<b>\$540,220</b>	<b>\$593,872.25</b>	<b>9.9%</b>





## CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Venice, Florida, hereinafter referred to as the City, and D.N. Higgins, Inc., hereinafter referred to as the Contractor.

### W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) # **3083-18 Eastside Water Reclamation Facility (EWRF) Lift Station Force Main Relocation and Reaeration Blower Replacement Projects**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3083-18, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.

(3a) The work to be performed under this Contract for the EWRF Lift Station Force Main Relocation Project shall be completed within **one hundred-twenty (120)** days of the issuance of the Notice to Proceed by the City.

(3b) The work to be performed under this Contract for the EWRF Reaeration Blower Replacement Project shall be completed within **one hundred ninety-five (195)** days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the Contract sum not to exceed: **Seven Hundred Seventy-One Thousand Eight Hundred Seventy-Two & 25/100's (\$771,872.25)**.

(5) Time is of the essence in this Contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **one thousand five hundred thirty-two dollars (\$1,532) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring 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 term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. 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.

**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'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.**

(10) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(11) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(12) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to Contractor of the intention to cancel, or with cause at any time Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of Contractor to comply with any of the provisions of this agreement shall be considered a material breach of Contract and shall be cause for immediate termination of the agreement at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(13) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

(14) This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

ATTEST:

D.N. HIGGINS, INC.

Sandra K. Garrison

Sandra K. Garrison, Secretary  
Signed by (typed or printed)

BY: Kelly A. Wilkie

Kelly A. Wilkie, Vice-President  
Signed by (typed or printed)

(SEAL)

ATTEST:

CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR JOHN HOLIC

Approved as to Form and Correctness

\_\_\_\_\_  
David Persson, City Attorney

## EXHIBIT A

### SURETY BONDS

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the Contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:  
"This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions."

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**PUBLIC WORKS PAYMENT BOND**

Bond #: 35BCSHN9608

KNOW ALL MEN BY THESE PRESENTS:

THAT D.N. Higgins, Inc., as Principal, hereinafter called Contractor; and Hartford Accident and Indemnity Company as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$ 771,872.25), Seven Hundred Seventy-One Thousand Eight Hundred Seventy-Two & 25/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 , entered into a Contract with the City for the following described project: **ITB# 3083-18 EWRF Lift Station Force Main Relocation and Reaeration Blower Replacement Projects** which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.



SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

IN THE PRESENCE OF:

CONTRACTOR DOUGLAS N. HIGGINS, INC.

Sandra K. Garrison  
Sandra K. Garrison, Secretary

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

INSURANCE COMPANY  
Hartford Accident and Indemnity Company

BY: Susan E. Hurd  
Agent and Attorney-in-Fact  
Susan E. Hurd

Hylant Group, Inc.  
Resident Agent:  
By: William V. Nolan III  
William V. Nolan III, Resident Agent #E162354  
250 International Parkway, Suite 330  
Lake Mary, FL 32746

## PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT D.N. Higgins, Inc., as Principal, hereinafter called Contractor; and Hartford Accident and Indemnity Company as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Oblige, hereinafter called the City, in the amount of (\$771,872.25) Seven Hundred Seventy-One Thousand Eight Hundred Seventy-Two & 25/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 , entered into a Contract with the City of Venice for the following described project: **ITB# 3083-18 EWRF Lift Station Force Main Relocation and Reaeration Blower Replacement Projects** which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, AD., 20 .

IN THE PRESENCE OF:

CONTRACTOR Douglas N. Higgins, Inc.

Sandra K. Garrison  
Sandra K. Garrison, Secretary

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

INSURANCE COMPANY  
Hartford Accident and Indemnity Company

BY: Susan E. Hurd  
Agent and Attorney-in-Fact Susan E. Hurd

Hylant Group, Inc.  
Resident Agent:  
By: William V. Nolan III  
William V. Nolan III, Resident Agent #E162354  
250 International Parkway, Suite 330  
Lake Mary, FL 32746



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HYLANT GROUP INC

Agency Code: 21-211417

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

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

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 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

Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

## EXHIBIT B

<b><u>EWRE LIFT STATION FORCE MAIN RELOCATION BID SCHEDULE</u></b>					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	LS	1	\$ 15,000.00	\$ 15,000.00
2	<b>DEMOLITION AND TEMPORARY ACCESS</b>				
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	<b>PIPE, FITTINGS, AND VALVES</b>				
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	<b>STRUCTURAL</b>				
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	Allowan			\$ 15,000.00
	<b>TOTAL (ITEMS 1 through 5, inclusive)</b>				<b>\$ 178,000.00</b>

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	\$ 268,000.00
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				\$ 526,545.00
Contractor Bonds and Insurance (maximum of 5% of base bid subtotal)				\$ 26,327.25
Owner's Allowance				\$ 40,000.00
Permit Allowance				\$ 1,000.00
<b>Total Base Bid (Sum of All Items)</b>				<b>\$ 593,872.25</b>

### Bid Form Summary

Total Base Bid- EWRF Lift Station Force Main Relocation: \$ 178,000.00

Total Base Bid- EWRF Reaeration Blower Replacement: \$ 593,872.25

**Total Bid: \$ 771,872.25**

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## EXHIBIT C

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** for **Commercial General Liability** and **Business Auto Policy**.
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" certification of insurance form shall be used.
  4. Required Coverage
    - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$ 1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Contractor)
    - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
    - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
    - d) **Installation Floater/Installation Builders' Risk-Property Coverage:** Policy to cover direct physical loss or damage to materials, supplies, machinery, and equipment being installed, constructed or rigged by the Contractor in conjunction with its installation or construction. All items involved in the project including drainage/water sewer pipes, etc. (as included in description of project) need to be insured for the total completed replacement value. Coverage should include perils of fire, theft, vandalism, windstorm/hail, collapse and transit, sewer backup, testing, equipment breakdown,
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waterborne property. Coverage shall start when the items to be installed are transported to City premises and remain in place until the interest of the Contractors ceases or the City accepts possession whichever comes first Coverage should apply to owned property and non-owned property in the Contractor's care, custody and control. The installation coverage forms shall provide coverage for building materials and supplies at the construction site, in transit to the site and similar property intended for the construction project at other locations as necessary or because of lack of storage space at the construction site. Coverage should apply on a Primary basis and should include a Waiver of Subrogation. Contractor should be responsible for any deductibles.

5. Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
  - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
  - c) Each insurance policy required by this Contract shall:
    - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
    - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
  - d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
  - e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
  - f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the Contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the Contractor shall furnish additional security covering such claims as may be determined by the City.
  - g) Claims Made Policies will be accepted for professional and hazardous materials and
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such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
  - i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
  - j) All property losses shall be payable to, and adjusted with, the City.
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**CONTRACTOR'S RELEASE OF LIEN**

BEFORE ME, the undersigned authority in said County and State, appeared \_\_\_\_\_, who being first duly sworn, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ a company and/or

corporation authorized to do business under the laws of Florida, which is the Contractor on Project known as City of Venice Bid # 3083-18, located in the City of Venice, County of Sarasota, Florida, under Contract with the City of Venice, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the City Engineer; that there are no bills remaining unpaid for labor, material or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise, under said Contract.

DEPONENT further says that the final estimate which has been submitted to the City simultaneously with the making of this affidavit, constitutes all claims and demands against the City on account of said Contract or otherwise, and that acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the City from any further claims, demands or compensation by Contractor under the above Contract.

DEPONENT further agrees that all guarantees under this Contract shall start and be in full force from the date of this release as spelled out in the Contract documents.

Signature: \_\_\_\_\_

Printed Name:

STATE OF FLORIDA )  
COUNTY OF )

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ who is personally known to me or has produced  
\_\_\_\_\_ as identification.  
\_\_\_\_\_

Notary Public  
My Commission Expires:  
Commission Number:

WE, the \_\_\_\_\_, having heretofore executed a performance bond and a payment bond for the above named Contractor covering project and section as described above in the sum of (\$ \_\_\_\_\_) \_\_\_\_\_ Dollars, hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

IT IS fully understood that the granting of the right to make the payment of the final estimate to said Contractor and/or his assigns, shall in no way relieve this surety company of its

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obligations under its bonds, as set forth in the specifications, Contract, and bonds pertaining to the above project.

IN WITNESS WHEREOF, the \_\_\_\_\_ has caused this instrument to be executed on its behalf by its \_\_\_\_\_, and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Attorney in Fact

Power of Attorney must be attached if executed by Attorney in Fact.

STATE OF )

COUNTY OF )

BEFORE ME, the undersigned authority, appeared \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and who executed the foregoing instrument in the name of \_\_\_\_\_ as its \_\_\_\_\_ and the said \_\_\_\_\_ acknowledged that he executed said instrument in the name of \_\_\_\_\_ as its \_\_\_\_\_ and/or \_\_\_\_\_, for the purpose therein expressed and that he had due and legal authority to execute the same on behalf of said \_\_\_\_\_, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT NO.

PROJECT:

CONTRACTOR CONTRACT DATE

CONTRACT FOR

Project or Specified Part Shall Include:

**DEFINITION OF SUBSTANTIAL COMPLETION**

The date of substantial completion of a project or specified part of a project is the date when the work is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part of the project can be utilized for the purpose for which it was intended.

TO: (Contractor)

DATE OF SUBSTANTIAL COMPLETION: \_\_\_\_\_

The work performed under this Contract has been inspected by authorized representatives of the City of Venice and the Contractor, and the project or specified part of the project, is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract documents. These items shall be completed by the Contractor within \_\_\_\_\_ days of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below. The responsibilities between the Owner and the Contractor for maintenance shall be as set forth below.

CITY OF VENICE

\_\_\_\_\_  
By:

Date: \_\_\_\_\_

The Contractor accepts the foregoing Certification of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

\_\_\_\_\_  
Contractor Authorized Representative

Date: \_\_\_\_\_

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:

ATTACHMENTS (Identify)

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## EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/17/2018

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

AGENCY Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor MI 48105		PHONE (A/C, No, Ext): 734-741-0044	COMPANY AGCS Marine Insurance Company 33 West Monroe Street Chicago IL 60603	
FAX (A/C, No): 734-741-1850	E-MAIL ADDRESS: Debbie.Neff@hylant.com			
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #: HIGGI-5		INSURED Douglas N. Higgins, Inc. 3390 Travis Pointe, Suite A Ann Arbor MI 48108		
LOAN NUMBER		POLICY NUMBER MXI93026986		
EFFECTIVE DATE 04/01/2018		EXPIRATION DATE 04/01/2019		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Installation Floater - "Special" cause of loss form, Replacement Cost		
At Job Site	5,000,000	5,000
Temporary Storage Location	530,000	5,000
In Transit	340,000	5,000
Flood Sublimit	1,000,000	25,000
Earthquake Sublimit	1,000,000	25,000
3% deductible for Florida windstorm subject to \$25,000 minimum		

### REMARKS (Including Special Conditions)

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

NAME AND ADDRESS  The City of Venice 401 W. Venice Avenue Venice FL 34285	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2018

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

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

PRODUCER Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor MI 48105	CONTACT NAME: PHONE (A/C, No, Ext): 734-741-0044 FAX (A/C, No): 734-741-1850 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company INSURER B: Continental Casualty Company INSURER C: Valley Forge Insurance Co INSURER D: Greenwich Insurance Company INSURER E: INSURER F:
INSURED Douglas N. Higgins, Inc. 3390 Travis Pointe, Suite A Ann Arbor MI 48108	HIGGI-5 NAIC # 35289 20443 20508 22322

## COVERAGES

CERTIFICATE NUMBER: 595872083

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Incl XCU <input checked="" type="checkbox"/> Incl contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	U1061922047	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	U1061922033	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			U1061922050	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC434990543	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/ Pollution			PEC0025095	4/1/2018	4/1/2019	2,000,000 4,000,000 Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured for General Liability and Automobile Liability as required by written contract- The City of Venice, its Elected Officials, Officers, Agents, Employees

A waiver of subrogation applies on the General Liability and Automobile Liability in favor of the additional insureds

## CERTIFICATE HOLDER

## CANCELLATION

The City of Venice  
401 W. Venice Avenue  
Venice FL 34285

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hartford Accident and Indemnity Company  
5445 Corporate Drive Suite 300  
Troy, MI 48098

May 21, 2018

City of Venice  
401 West Venice Avenue  
Venice, FL 34285

**RE:** Douglas N. Higgins, Inc.  
Project: ITB #3083-18 Eastside Water Reclamation Facility Lift Station Force Main and  
Reaeration Blower Replacement Projects  
Contract Price: \$771,872.25  
Bond #35BCSHN9068

:

Hartford Accident and Indemnity Company approves the request for the Owner City of Venice to date the Payment Bond and Performance Bond forms for the captioned on the same date as the contract approval date.

Please contact me at (248) 822-6451 or [mark.mulville@thehartford.com](mailto:mark.mulville@thehartford.com) if you have any questions.

Sincerely,

Mark J. Mulville, CPCU  
Contract Manager  
Hartford Accident and Indemnity Company