

P.O. Box 510802 Key Colony Beach, Florida 33051 305-240-9882 <u>www.lps-contracting.com</u> CGC1516588 CUC1224542

ITB # 25-010

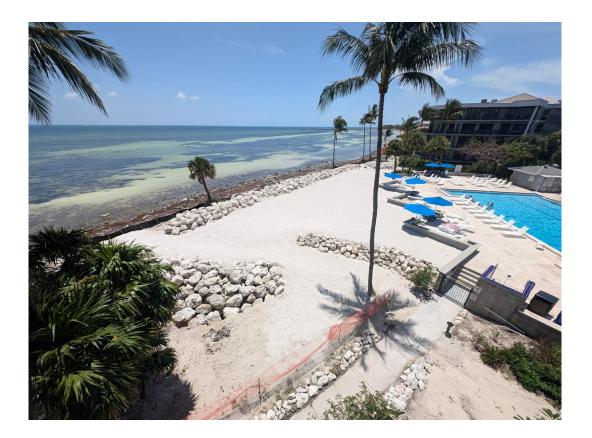
Phase One Southernmost Seawall Project

Key West, Florida Attn: City Clerk 1300 White Street Key West, Florida 33040



P.O. Box 510802 Key Colony Beach, Florida 33051 305-240-9882 <u>www.lps-contracting.com</u> CGC1516588 CUC1224542

Cover Letter



ITB # 25-010

PHASE ONE SOUTHERNMOST SEAWALL PROJECT



Attn: City of Key West 1300 White Street, Key West, Florida 33040

Re: ITB #25-008 Phase One Southernmost Seawall Project

Cover Letter

LPS Utilities Inc. DBA LPS Contracting is a local, minority owned business and general contractor. Founded in 2017, LPS provides services for public and private sector customers delivering exceptional quality, dependability, and performance for every project. With headquarters in Key Colony Beach, Florida LPS Contracting is very familiar with the needs and logistical challenges many contractors face in the Florida Keys. We are certified under the provisions of chapter 489, Florida Statutes and Licensed as a Certified General Contractor (CGC1516588) and as an Underground Utility and Excavation Contractor (CUC1224542). LPS holds the United States Longshoreman's Insurance, Jones Act Insurance, and Inland Marine Insurance qualifying us for all scopes of work on or over water.

Our knowledge and experience have allowed us to maintain our reputation for delivering high quality results on time and budget with a safety-first mindset. We continue to prove our ability to successfully complete multi-million-dollar projects in both our marine construction and civil infrastructure divisions. LPS demonstrates the ability to manage and self-perform a wide range of competencies including:

- Dock and Seawall Construction
- Piling Installation
- Demolition
- Dredging
- Excavation and Earthworks
- Shoreline Stabilization and Restoration
- Boat Ramp Construction
- Disaster Recovery Services
- Underground Utility Installation
- Civil Sitework Construction

Throughout the past few years LPS has successfully completed many projects in South Florida requiring dock and seawall reconstruction. Many of these projects consisted of utilizing a wide range of materials, equipment, and strategies to rebuild aging marine infrastructure in the one of the most aggressive marine environments - the Florida Keys.



The intent of this project is to repair and protect the iconic Southernmost Point Buoy in Key West, Florida.

LPS Utilities, Inc. DBA LPS Contracting is committed to maintaining our reputation for delivering high-quality results on time and budget while maintaining a safety-first mindset throughout each project. Our main goal for this project is to ensure the city's infrastructure is rebuilt to the best possible condition so the services and attractions Key West provides to the people of Key West and it's visitors can continue for decades to come.

For this project, all in and above water construction activities will be performed in accordance with the Army Corps of Engineers, Florida Department of Environmental Protection (FDEP) requirements, and in accordance with all specifications required by the City of Key West.

Sincerely,

Jennifer Wilson President - LPS Utilities Inc. DBA LPS Contracting



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Company Overview



ITB # 25-010

PHASE ONE SOUTHERNMOST SEAWALL PROJECT



P.O. Box 510802 Key Colony Beach, Florida 33051 305-240-9882 <u>www.lps-contracting.com</u> CGC1516588 CUC1224542

Agreement Execution Personnel:

Jennifer Wilson – President

Management Personnel:

Ali Ghamlouch – Senior Estimator 701-729-2693 - <u>ali.ghamlouch@lps-contracting.com</u>

Adam Giles – Project Manager 305-240-9882 – <u>adam.giles@lps-contracting.com</u>

ITB # 25-010

PHASE ONE SOUTHERNMOST SEAWALL PROJECT



Company Overview

LPS Utilities Inc. DBA LPS Contracting is a minority owned business and general contractor specializing in marine construction, infrastructure rehabilitation, and waterfront restoration here in the Florida Keys. With over 25 years of General Contracting experience, we specialize in all aspects of marine construction and civil site work. We hold the Certified General Contractor (CGC1516588) and Underground Utility and Excavation Contractor (CUC1224542) licenses. We also hold the United States Longshoreman's and Jonest Act Insurance, as well as the Inland Marine Insurance, fully protecting all our customers and allowing us to handle any scope of work on or over water.

Having company headquarters in Key Colony Beach, we have performed in over 15 different states, but primarily offer our services in Central, South Florida, and the Florida Keys.

In the last few years, we have completed nearly 300 projects in South Florida alone. Our marine division offers recovery & restoration services for commercial and residential waterfront locations. We have the experience, equipment, and manpower to take on any waterfront restoration project covering all aspects of scope. This includes shoreline stabilization and restoration projects, disaster recovery projects, and marine improvements projects such as dock building, dredging, piling installation, and seawalls. Our civil sitework projects include grubbing, clearing, demolition, grading, excavation, and underground utility installation.

LPS Utilities Inc. DBA LPS Contracting is committed to maintaining our reputation for delivering high-quality results on time and budget while maintaining a safety-first mindset during every project. We create an efficient work environment to deliver dependable high-quality services and performance to complete every project on schedule.

Mailing Address

P.O. Box 510802 Key Colony Beach, FL 33051

Physical Address 300 Sadowski Causeway Suite 309 Key Colony Beach, FL 33051



Management Staff

With LPS, you will be working with experienced professional personnel, management, and crews. The three management professionals that will be responsible for this project include the following individuals:

Adam Giles – Project Manager

Mr. Giles has 11 years of engineering and project management experience in manufacturing, transportation, tooling engineering, and the construction industries. Adam lead the design of a \$27m project and was the key representative to a multi-billion dollar transportation manufacturer successfully implementing data management systems. More recently Adam continues to manage personnel and construction projects for both public and private sectors recently managing a \$2m private yacht marina project in Marathon, FL.

Joe Merryman – Superintendent

Mr. Merryman has over 30 years of experience as an operator and superintendent in the heavy equipment construction industry. He has worked on jobs ranging from \$12,000.00 to \$33m for both the private and public sector. He self-performed excavation, diagonal drilling and installation of thousands of miles of oil line, waterline, and sanitation line in twelve different states in the Midwest, Northwest and South-central United States. He was a key factor in the \$5 billion investment in Iowa for Google's Data Collection Center installing cooling lines to and from the Mississippi river.

In addition to the management staff, we will also have 12 additional professionals allocated to this project that work out of our Headquarters in Key Colony Beach, Florida. These personnel consist of laborers, accountants, and contract specialists.



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Project Management Experience/Project Examples



ITB # 25-010

PHASE ONE SOUTHERNMOST SEAWALL PROJECT



Project Management Experience/Project Examples

Having over 25 years of General Contracting experience and over 300 projects completed in the last few years in South Florida, LPS Utilities, Inc. DBA LPS Contracting is one of the leading providers of construction services in the Florida Keys. We have successfully managed, self-performed, and delivered projects in over 15 states and recently completed over 300 projects in South Florida.

We hold both our State of Florida General Contractors and Underground Utility Contractors Licenses, the United States Longshoreman's insurance, the Jones Act Insurance, and Inland Marine Insurance qualifying us for any scope of work on or over water while fully protecting our customers.

With most of our staff living in the Florida Keys, we are very familiar with the complex challenges the construction industry faces in this part of the country. LPS has extensive knowledge of the requirements and construction conditions of the Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (FDEP), Florida Fish and Wildlife Conservation Commission (FWC), Florida Keys National Marine Sanctuary (FKNMS), and the National Oceanic Atmospheric Association (NOAA).

With sustainability being one of our key principles, we are very familiar with the environmental resources the Florida Keys offer and the sensitive ecosystem we get to call home. With every project, we exceed the safe practices required for marine construction and ensure our work does not pose any threat or danger to the environment.

In recent years, LPS Utilities Inc. DBA LPS Contracting has teamed up with local municipalities to successfully manage and complete water quality improvement projects to enhance the benthic community in the Florida Keys by various methods. By completing these projects, we successfully increased the dissolved oxygen content in the canal systems in multiple areas, helping to improve the ecosystem and alleviate the impact economic growth and historical methods of design and construction has had on the Florida Keys over the last few decades.

We have also been responsible for managing and coordinating the planting of vegetation native to the Florida Keys, such as mangroves and buttonwoods, to ensure what impacts we do have on the environment are mitigated to the best of our ability.



Palm Island Seawall – 1740 Overseas Hwy. Marathon, FL

Owner: Mark Fischer - <u>mark@boatsdirectusa.com</u> Engineer: K2M Design, Inc. - Eddie Blanco – Eblanco@k2mdesign.com Contract Amount: \$1,962,938.00

Initiated: March 2024 Completed: May 2024

The scope of this project was to rebuild an aging seawall and stabilize the shoreline of a private island in Marathon. LPS self-performed the demolition of existing docks and seawall, installation of 750 linear feet of seawall with two 600 square foot concrete docks supported by 12" precast concrete pilings. In total, LPS installed 50 precast concrete pilings, framed, poured, and finished 8,000 square feet of concrete, and installed 426 cubic yards of rip rap around the outside of the island for shoreline stabilization. This project was constructed in a phased approach starting in March 2024 reaching final completion in just under 60 days.





Sunset Harbor at Cow Key Marina - Key West, FL

Owner: - Sun Communities – Jose Manent - jmanent@suncommunities.comEngineer: American Engineers & Contractors – Shiv Shirah -Initianifo@AECbuild.comContract Amount: \$ 625,500.00

Initiated: Feb 7 2019 Completed: June 25 2019

The scope of this project was a seawall replacement for a community on Stock Island. The aging seawall was in a state of disrepair. LPS Contracting installed 630 linear feet of sheet pile seawall with W beam tie backs and a concrete cap.





Sunrise Isle – Sunrise Isle Canal Marathon, FL

Owner: - Sunrise Isle Homeowners Association, Inc. **Engineer:** American Engineers & Contractors – Shiv Shirah - <u>info@AECbuild.com</u> **Contract Amount:** \$ 1,727,600.00

Initiated: July 2 2019 Completed: Dec 06 2022

The scope of this project was to rebuild a failed seawall for a homeowner's association that had collapsed in several areas after Irma. LPS was contacted by the association without plans or permits for construction. LPS Contracting was able to hire an engineer, obtain state and federal authorizations for the work and self-performed the installation of 2,100 linear feet of new seawall with concrete cap. The construction for this project took 48 days from January 2020 to March 2020.





Indigo Reef – 11600 1st Ave. Marathon, FL Owner: - Indigo Reef HOA – Sean Rempfer – US@happyinthekeys.com Engineer: Weiler Engineering – Steve Suggs – ssuggs@weilerengineering.org Contract Amount: \$ 3,000,000.00

Initiated: Feb 19 2022 Completed: Dec 6 2022

The scope of this project was to rebuild a marina for a homeowner's association that was severely aged and on the brink of failure. LPS repaired 1,489 linear feet of concrete seawall and replaced 23,949 square feet of boardwalk and dock.





Postcard Inn – 84001 Overseas Highway, Islamorada Owner: - Carlisle Group Engineer: Chappell Group Inc./ American Engineers & Contractors – Shiv Shirah <u>-info@AECbuild.com</u> -561-889-6621 Contract Amount: \$ 3,000,000.00

Initiated: January 2018 Completed: September 2018

The scope of this project was marina restoration due to damages caused by Hurricane Irma. LPS was the prime contractor on this project. We provided the excavation and clearing of hurricane debris, demolition, and trenching services, removed 211 pilings, installed 13 finger piers, 5 decks including 299 pilings and installed 15,760 square feet of decking.





Compass Pointe Marina – 39th St. Marathon, FL

Owner: - Dasign Source - Tony Dascanio CEO - TDascanio@dasignsource.comEngineer: Dasign Source, LLC - Nicholas D'ascanio -Initiated: INDascanio@dasignsource.comCompleteContract Amount: \$ 550,000.00Complete

Initiated: May 31 2019 Completed: April 14 2020

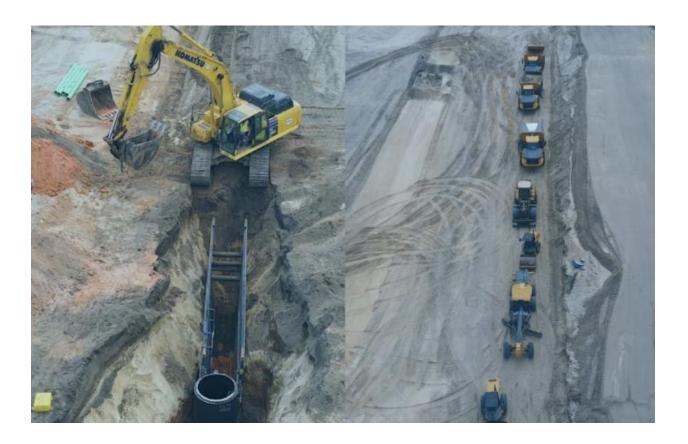
The scope of this project was to build a working marina and boatyard. LPS installed 8 finger piers, installed 282 linear feet of seawall with concrete cap, 630 yards of rip rap for shoreline stabilization, and a 135 foot boardwalk with 31 piles.





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Bidding Requirements



ITB # 25-010

PHASE ONE SOUTHERNMOST SEAWALL PROJECT

NOTE TO BIDDER: Use preferably black ink or typewritten for completing this Bid Form.

BID FORM

To:The City of Key WestAddress:1300 White Street, Key West, Florida 33040Project Title:Phase One: Southernmost Point Seawall ProjectITB #25-010

Bidder's contact person for additional information on this bid:

Company Name:	LPS Utilities	, Inc. dba LPS Contracting	
Contact Name &	Telephone #: _	Adam Giles - 305-240-9882	
Email Address:	info@lps-cont	racting.com	

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the bid is made without any connection or collusion with any person submitting another bid on this contract.

The Bidder further declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, and satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if their bid is accepted, they will, within ten (10) days, not including Sundays and legal holidays, after the Notice of Award, sign the contract in the form annexed hereto, and will at that time, deliver to the City examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of their bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the City, before commencing the work under this contract, the Certificates of Insurance (COI) as specified in these documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within ten (10) calendar days after receiving the Notice to Proceed and to complete the project, in all respects, within one hundred and eighty <u>180</u> calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the rates identified in the Instructions to Bidders: #17- Time of Completion per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that they have received Addenda No's. #1, #3, _#4_, _

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that their bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

(This space intentionally left blank)



ADDENDUM NO. 1 Phase One: Southernmost Point Seawall Project ITB 25-010

This addendum is issued as supplemental information to the Invitation to Bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid package is hereby amended in accordance with the following items:

- 1. Clarification of Specifications: [No Changes]
- 2. Changes to Submission Requirements: [No Changes]
- 3. Updates to Project Timeline: [No Change]
- 4. Responses to Questions:
 - 1) What is the budget for this project?
 - 1. The City currently does not have a budget for this project.

2) Can the City provide the geotechnical reports please

1. Provided below.

5. Additional Resources:

a. Proposers should be aware that the City does not anticipate relocating the Southernmost Buoy for this project. The information provided below is to ensure Proposers understand the project requirement:

Note on page 2 of construction plans to be revised as follows: *EXIST. MEMORIAL:

SOUTHERNMOST POINT BUOY

(101"X95" CONCRETE FOUNDATION)

- REMOVE AND PROTECT DURING CONSTRUCTION
- STORE OFFSITE AS COORDINATED BY CITY OF KEY WEST
- CONSTRUCT FOUNDATION PER DETAILS
- RE-MOUNT UPON COMPLETTION OF CONSTRUCTION

NOTE: CONCRETE BUOY IS REPORTED TO WEIGHT APPROX. 20 TONS

Signature

LPS Utilities, Inc. dba LPS Contracting

Name of Business



ADDENDUM NO. 3 Phase One: Southernmost Point Seawall Project ITB 25-010

This addendum is issued as supplemental information to the Invitation to Bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid package is hereby amended in accordance with the following items:

- 1. Clarification of Specifications: [No Changes]
- 2. Changes to Submission Requirements: [No Changes]
- 3. Updates to Project Timeline:
 - **1)** The due date for bid submittal and bid openings has been changed to the following:

Bid Opening Date: May 14, 2025

Bid Opening Time: 3:00 PM

Bid Opening Location: **1300 White Street, Key West, Florida 33040 – Commission Conference Room – First Floor**

- 4. Responses to Questions: [No Changes]
- 5. Additional Resources: [No Changes]

Signature

Jennifer Wilson -President LPS Utilities, Inc. dba LPS Contracting

Name of Business



ADDENDUM NO. 4 Phase One: Southernmost Point Seawall Project ITB 25-010

This addendum is issued as supplemental information to the Invitation to Bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid package is hereby amended in accordance with the following items:

1. Clarification:

The City has been made aware that the Engineer of Record (EOR) provided responses to bidder inquiries during a phone call on May 13, 2025, at 1:00 PM. These responses were given outside the designated question-and-answer period and did not come through the official point of contact identified in the bid documents.

In order to ensure a fair and transparent bidding process and to provide all bidders with equal access to information, the City will extend the bid due date for this project as outlined below.

- 2. Changes to Submission Requirements: [No Changes]
- 3. Updates to Project Timeline:

New Bid Due Date: *May 21, 2025, at 3:00 PM*, at the same location specified in the bid documents.

4. Responses to Questions:

Questions and Answer provided by Engineer of Record (EOR):

1) Question: Due to the seawall's geometry, it is expected to perform as "mass concrete". Mass concrete is at risk of performance issues and cracking when:

- The maximum temperature in the concrete after placement . exceeds 160°F
- The maximum temperature difference between any two areas of the concrete exceeds 35°F

Answer provided by EOR: The contractor is responsible for the means and methods required to place the seawall concrete, in accordance with ACI 301, to avoid damage. This is generally accomplished by specific mix designs and/or regulating the temperature with an internal cooling system. Additionally, test mixes and test concrete placements are generally used to confirm that the mass concrete can be placed and cured without damage.

The concrete notes (provided on sheet S-100) follow the guidance of the FDOT standard specifications. They are intended to reduce the temperature gain of the concrete, by limiting the total cementitious material and using a ternary blend that limits the percent of Portland Cement (this also provides the benefit of making the cement less permeable). However, the final mix design is the responsibility of the contractor and their concrete supplier; therefore, a mix outside of these limits would be an acceptable alternate provided it meets note 2.3.4.

5. Additional Resources: [No Changes]

Signature

LPS Utilities, Inc. dba LPS Contracting Name of Business

Phase One Southernmost Seawall Project:

		T		
No	Work Description	Unit	Unit Price	Total
1	Mobilization & Demobilization	LS	\$521,773.50	\$521,773.50
2	Demolition and Replacement of Seawall and Seawall Cap	LS	\$315,000.00	\$315,000.00
3	Installation of Seawall Protection RIPRAP Including Excavation	LS	\$15,000.00	\$15,000.00
4	Permits	LS	\$150,000.00	\$150,000.00
5	Removal and Reinstallation of Navy Base Fence and Setup of a Temporary Security Fence Around Project Site	LS	\$12,500.00	\$12,500.00
6	Installation of New Fence	LS	\$12,500.00	\$12,500.00
7	New Foundation and Flowable Fill Behind the Seawall and Under All Sidewalks	LS	\$375,000.00	\$375,000.00
8	Protection and or Relocation of Other Statutes, Signage and Historic Artifacts	LS	\$15,000.00	\$15,000.00
9	Concreate Repairs to the Cable Hut	LS	\$10,000.00	\$10,000.00
10	New Sidewalk with Decorative Finish	LS	\$68,000.00	\$68,000.00
11	New Expansion Joints	LS	\$12,500.00	\$12,500.00

BID PROPOSAL FORM

A. Total Base Bid (total of lines 1 through 11 above): $\frac{1,507,273.50}{1,507,273.50}$

B. Contingency and Unforeseen Items, fifteen (15) percent (%): <u>226,091.03</u>

.

C. Total Base Bid, including Contingency (A+B): \$ 1,733,364.53

Total Base Bid, including Contingency (A+B) – In Words

One million, seven hundred thirty-three thousand, three hundred sixty-four dollars and fifty-three cents

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SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the contract:

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Name						
Street	, City		, State		, Zip	
Name						
Street	, City		State		, Zip	
Name						
Street	City		State		, Zip	
Name						
Street	, City		State		, Zip	
<u>SURETY</u>						
The Ohio Casualty Insurance C	Company					_ whose address is
175 Berkeley Street		Boston		MA		02116
Street		City		:	State	Zip
<u>BIDDER</u> The name of the Bidder submitting	ng this bid is					
LPS Utilities, Inc. dba LPS Co	ontracting					_ doing business at
300 Sadowski Causeway Suite 309)	Key Colo	ny Beach	Florida	1	33051
Street		City	,		State	Zip

LPS Utilities, Inc. dba LPS Contracting is to self-perform this project.

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

Jennifer Wilson - President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set their (its) hand this _____ day of _____ 2025.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed, and its seal affixed by its duly authorized officers this 21 day of May 2025.

(SEAL)

LPS Utilities, Inc. dba LPS Contracting

Name of Corporation

By	Jennifer Wilson
Title President Attest	igh

Sworn and subscribed before this $2\iota^{\varsigma\tau}$	_ day of May, 2025
Alexandra .	
NOTARY PUBLIC, State of FLORIDA	, at Large
My Commission Expires: 7-26-27	ADAM GILES Notary Public State of Florida Comm# HH426294 Expires 7/26/2027

EXPERIENCE OF BIDDER

The Bidder states that they are an experienced Contractor and have completed similar projects within the last five (5) years.

(List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.

Please see Experience of Bidder section of bid.

(This space intentionally left blank)

FLORIDA BID BOND

	BOND NO
	AMOUNT: \$
	ENTS, that
	laws of the State of
having its principal place of business at	
	in the State of,
	te of Florida, as Surety, are held and firmly bound unto
	m of
	nd assigns, jointly and severally, firmly by these present.
THE CONDITION OF THIS BOND IS	
WHEREAS the Principal is herewith su	bmitting his or its bid for
ITB # 25-010 / Phase One: Southernm	nost Point Seawall Project said bid, by reference
thereto, being hereby made a part hereof	f.
WHEREAS, the Principal contemplates	submitting or has submitted a bid to the City for the

furnishing of all labor, materials (except those to be specifically furnished by the City), equipment,

machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the Contract Documents, entitled:

ITB 25-010 / Phase One: Phase One: Southernmost Point Seawall Project

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City for the performance of said contract, within ten (10) working days after written notice having been given of the award of the contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to one hundred (100) percent of the base bid, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this ______ day of ______, 2025.

Principal

Ву_____

Surety

Ву _____

ANTI – KICKBACK AFFIDAVIT

STATE OF <u>FLORIDA</u>) : SS COUNTY OF <u>Monroe</u>)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:	
Contract President	
Sworn and subscribed before me this 2157 day of May	, 2025.
NOTARY PUBLIC, State of FLORIDA at Large	
My Commission Expires: 7-26-27	

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA) : SS COUNTY OF MONDOE)

I, the undersigned hereby declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the bid is made without any connection or collusion with any person submitting another bid on this contract.

Sworn and subscribed before me this

 $\geq 1^{ST}$ day of M_{AY} , 2025.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7.26-27



ADAM GILES Notary Public State of Florida Comm# HH426294 Expires 7/26/2027

SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with bid or proposal for _____

ITB #25-010 Phase One: Southernmost Point Seawall Project

2. This sworn statement is submitted by LPS Utilities, Inc. dba LPS Contracting (Name of entity submitting sworn statement)

whose business address is ______ 300 Sadowski Causeway Suite 309 Key Colony Beach, FL 33051

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1979143

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is <u>Jennifer Wilson</u> (Please print name of individual signing)

and my relationship to the entity named above is _____President

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

 \times Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

C	NO	
(Signature)	enifer Wilson - President	
(Date)	3/a1/a3	

STATE OF FLORIDA

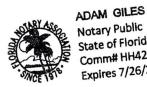
COUNTY OF MONZOE

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

 $\underbrace{\bigcup_{ENNIFER} W_{iLSON}}_{(Name of individual signing)} who, after first being sworn by me, affixed his/her$

Signature in the space provided above on this $2i^{sT}$ day of May, 2025.

My commission expires: 7.26.2.7



Notary Public State of Florida Comm# HH426294 Expires 7/26/2027

NOTARY PUBLIC

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder, its Subcontractors or persons employed or utilized by them in the performance of the contract. Claims by indemnitees for indemnification shall be limited to the amount of Bidder's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Bidder or of any third party to whom Bidder may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR:	LPS Utilities, Inc. dba LPS Contracting	SEAL:
	300 Sadowski Causeway Suite 309 Key Colony Beach, FL 33051 Address	
	Signarure	
	Jennifer Wilson	
	Print Name	
	President	
	Title	
DATE:	5/21/25	

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

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

- a. Principal address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business NameLPS Utilities, Inc. dba LPS Contracting	Phone:305-240-9882
300 Sadowski Causeway Suite 309 K Current Local Address: <u>Colony Beach, FL 33051</u> (P.O Box numbers may not be used to establish status)	Key Fax:
Length of time at this address: 6 years	
Signature & Authorized Representative Jennifer Wilson - Pre	Date: <u>5/2//35</u>
STATE OF FLORIDA	COUNTY OF MONROE
The foregoing instrument was acknowledged before me this	2157 day of MAY , 2025.
By $\bigcup_{envired} W_{ilson}$, of (Name of officer or agent, title of officer or agent)	LPS Utilities, Inc. dba LPS Contracting (Name of corporation acknowledging)
or has produced identification PERSONALLY KNOWN	as identification
(Type of identification)	Alam Sla
	Signature of Notary
	ADAM GILES
If you are a local vendor:	
Return Completed form with	Print, Type or Stamp Name of Notary
Supporting documents to:	Notary Public
City of Key West Purchasing	State of Florida

Comm# HH426294 Expires 7/26/2027

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF <u>FLORIDA</u>) : SS COUNTY OF <u>MONROE</u>)

I, the undersigned hereby duly sworn, depose and say that the firm of LPS Utilities, Inc. dba LPS Contracting ______ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

Ву: ____ Jephifer Wilson - President

Sworn and subscribed before me this

Z1ST Day of May , 2025.

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 7.26.27



ADAM GILES Notary Public State of Florida Comm# HH426294 Expires 7/26/2027

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA) : SS COUNTY OF MONROE)

I, the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of <u>LPS Utilities, Inc. dba LPS Contracting</u> have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

Jennifer Wilson - President

Sworn and subscribed before me this

215T Day of Max , 2025.

NOTARY PUBLIC, State of ______ at Large

My Commission Expires: 7.26.27



ADAM GILES Notary Public State of Florida Comm# HH426294 Expires 7/26/2027

<u>VENDOR CERTIFICATION REGARDING</u> <u>SCRUTINIZED COMPANIES LISTS</u>

Respondent Vendor Name:LPS Utilities, Inc. dba LPS Contracting				
Vendor FEIN: 47-1979143				
Vendor's Authorized Representative Name and Title: Jennifer Wilson - President				
Address: 300 Sadowski Causeway Suite 309				
City: Key Colony Beach State: Florida				
Zip: <u>33051</u>				
Phone Number:				
Email Address: info@lps-contracting.com				

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: <u>Jennifer Wilson</u> Print Name	President Print Title	,
who is authorized to sign on beh Authorized Signature:	alf of the above-mentioned company.	

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity/Vendor Name: LPS Utilities, Ir	nc. dba LPS Contracting	
Vendor FEIN: 47-1979143		
Vendor's Authorized Representative:	Jennifer Wilson - President	
-		(Name and Title)
Address: 300 Sadowski Causeway Suit	te 309	
City: Key Colony Beach	State: Florida	Zip: 33051
Phone Number: <u>305-240-9882</u>		
Email Address: info@lps-contracting.c	com	

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

- 1. Using or threating to use physical force against any person;
- 2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
- 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
- 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- 5. Causing or threating to cause financial harm to any person;
- 6. Enticing or luring any person by fraud or deceit; or
- 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Jennifer Wilson - President ,	who	is
authorized to sign on behalf of the above referenced company.		
Authorized Signature:		
Print Name: Jennifer Wilson		
Title:		

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, <u>it is the responsibility of the Awarded Vendor to</u> ensure compliance with all applicable E-Verify requirements.

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

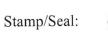
State of FLORIDA County of MONROE

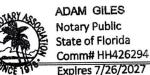
nature of Authorized Representative) Pennifer Wilson - President

Personally Appeared Before Me, the undersigned authority, $\underbrace{ \bigcup_{n \in \mathbb{Z}} \bigcup_{n \in$

Signature, Notary Public

7.26.27 **Commission Expires**





DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal A	ction:	3. Report Type:	
a. contract		fer/application	a. initial fil	ing
b. grant	b. initial		b. materia	-
c. cooperative agreement	C. post-a		For Material C	0
d. Ioan				quarter
e. loan guarantee				
f. loan insurance		date of last report		
4. Name and Address of Reporting Enti	*		in No. Alton Colore	
Prime Subawardee	ty:	Address of Prime:		rdee, Enter Name and
Tier	if known .	Address of Prime:		
ner	, II KNOWN:			
NOT APPLICA	BLE	NOT	APPLICAE	BLE
Congressional District, if known:		Congressional Dist	rict , if known :	
6. Federal Department/Agency:		7. Federal Program	Name/Description:	
NOT APPLICABL	—		APPLICA	
	ner Resnese	CFDA Number, if a	pplicable:	
8. Federal Action Number, if known :		9. Award Amount, if	known:	
	DIE			DIE
10. a. Name and Address of Lobbying F	love have haven	b. Individuals Perfor	I A AD I Brand I And A	A Rouse Baway Rovenu
(if individual, last name, first name		different from No	•	ing address in
	ne, wii j.	name, first name, MI):		
		name, mschame	, ivii).	
NOT APPLICABL	F	NOT	APPLICA	RIF
NOT AT LIGADE	nagen			land loss from
			AA	
11. Information requested through this form is authorized by	by title 31 U.S.C. section 1352.	Signature:		Print
This disclosure of lobbying activities is a material repr upon which reliance was placed by the tier above whe	n this transaction was made or	Name: Jenni	er Wilson	Title:
entered into. This disclosure is required pursuant to 31 U be available for public inspection. Any person who fails to				
be subject to a civil penalty of not less than \$10,000 and such failure.	not more than \$100,000 for each	Telephone No.:	305-240-	9882 Date: 5/21/25
		l		Authorized for Local Reproduction
Federal Use Only:				Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP- DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(a) Enter the full names of the individual(s) performing services, and include full address if different from 10 Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary</u> <u>Exclusion</u>

Subcontractor Covered Transactions

(1) The prospective subcontractor, <u>LPS Utilities, Inc. dba LPS Contracting</u> of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Subcontractor: LPS Utilities, Inc. dba LPS Contracting

By Signature

Jennifer Wilson -President

Name and Title 300 Sadowski Causeway Suite 309

Street Address Key Colony Beach, FL 33051

City, State, Zip 5/21/25

Date

City of Key West

Sub-Recipient's Name

DEM Contract Number

FEMA Project Number

Florida Trench Safety Act

Bidder's Name: LPS Utilities, Inc. dba LPS Contracting

Bidder acknowledges that included in the various items of the proposal in the total bid price are costs for complying with the Florida Tench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure	Unit of Measure	Unit Quantity	Unit Cost
A.	Description Steel Shoring		115	\$630.43
В. С.				
D.				

*Total: \$72,499.45

*This total amount is incidental to the contract bid price and is provided only as Bidder's acknowledgement of the Florida Trench Safety Act. Failure to complete the above may result in the bid being declared non-responsive.

Jennifer Wilson Authorized Representative Signature President Authorized Representative Title LPS Utilities, Inc. dba LPS Contracting Company Name P.O. Box 510802 Mailing Address Key Colony Beach, FL 33051

City, State, Zip 305-240-9882

Telephone number

38

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

		г	Ъ
1.	All Contract Documents are thoroughly read and understood.	L]
2.	All blank spaces in bid filled in, using black ink or typewritten.	[]
3.	Total and unit prices added correctly and attached Schedule of Values	[]
4.	Addenda acknowledged.	[]
5.	Subcontractors are named as indicated in the bid.	[]
6.	Experience record included.	[]
7.	Bid signed by authorized officer and notarized.	[]
8.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.	[]
9.	Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.	[]
10.	Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within ten (10) calendar days after receiving a Notice of Award.	[]
11.	Bid submitted intact with 1 original, and 2 flash drives as stated in the Invitation to Bid.	[]
12.	Bid Documents submitted in sealed envelope and addressed and labelled in conformance with the instructions in the Invitation to Bid.	[]
13.	Bid Certifications and Affidavits signed and notarized, where applicable.	[]

CONTRACT

This contract, made and entered into this <u>21st</u> day of <u>May</u> 2025,

by and between the City of Key West, hereinafter called the "City", and

LPS Utilities, Inc. dba LPS Contracting hereinafter called the "Bidder".

WITNESSETH:

The Bidder, in consideration of the sum to be paid to them by the City and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 25-010 Phase One: Southernmost Point Seawall Project, Key West, Florida to the extent of the bid made by the Bidder, dated the <u>21st</u> day of <u>May</u> 2025, all in full compliance with the Contract Documents referred to herein.

The Contract Documents, including the signed copy of the bid, Bid Bond, Contract Form, Summary of Work, Specifications, Drawings, General & Supplementary Conditions of the Contract.

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

The Bidder further agrees to complete the work within one hundred and eighty (180) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said bid.

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

It is agreed that the contract, based upon the bid, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Bidder fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rates identified in the Instruction to Bidders: #17-<u>Time of Completion</u>. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. However, the Bidders warranty obligations remain in effect.

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

Day of	, A.D., 2025.
City of Key West:	
By	Attest
Title City Manager	_
Bidder: LPS	
By	Attest In May
Title_President	_

FLORIDA BID BOND

BOND NO. N/A 5% of Amount Bid AMOUNT: \$ (Five Percent of Amount Bid)

KNOW ALL MEN BY THESE PRESENTS, that ______ LPS Utilities Inc. DBA LPS Contracting

Hereinafter called the Principal, and _____ The Ohio Casualty Insurance Company

a corporation duly organized under the laws of the State of <u>New Hampshire</u>

having its principal place of business at _____175 Berkeley Street, Boston, MA 02116

in the State of Massachusetts	_,
and authorized to do business in the State of Florida, as Surety, are held and firmly bound unto	

City of Key West

hereinafter called the Obligee, in the sum of <u>Five Percent of Amount Bid</u> Dollars (\$ <u>5% of Amount Bid</u>) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present. THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS the Principal is herewith submitting his or its bid for ITB # 25-010 / Phase One: Southernmost Point Seawall Project said bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment,

machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the Contract Documents, entitled:

ITB 25-010 / Phase One: Phase One: Southernmost Point Seawall Project

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City for the performance of said contract, within ten (10) working days after written notice having been given of the award of the contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to one hundred (100) percent of the base bid, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this <u>8th</u> day of <u>May</u>, 2025.

LPS Utilities Inc. DBA LPS Contracting Principal

By.

STATE OF <u>Florida</u>) : SS COUNTY OF <u>Monroe</u>)

The Ohio Casualty Insurance Company

Surety By

Jarrett Merlucci Attorney-in-Fact





POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8213370-964011

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shawn A. Burton; David R. Hoover; Jarrett Merlucci; Charles D. Nielson; Charles J. Nielson

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of March 2025





Nathan J. Zangerle, Assistant Secretary

guarantees State of PENNSYLVANIA SS County of MONTGOMERY

of credi

letter

loan, l

nd/or Power of Attorney (POA) verification inquiries, 610-832-8240 or email HOSUR@libertymutual.com Not valid for mortgage, note, loan, letter of cl currency rate, interest rate or residual value , 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance On this 14th day of March Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County mission expires March 28, 2029 Commission number 1126044 Pennsylvania Association of Notaries

By: Ilresa Pastella Teresa Pastella, Notary Public

Power This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

and/or Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety bond ar ase call (any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall For bon please have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attomeys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings. bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attomeys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of



LMS-12873 LMIC OCIC WAIC Multi Co 02/24



P.O. Box 510802 Key Colony Beach, Florida 33051 305-240-9882 <u>www.lps-contracting.com</u> CGC1516588 CUC1224542

State and Local Authorization to Transact Business

ITB # 25-010

PHASE ONE SOUTHERNMOST SEAWALL PROJECT



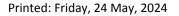
Website: Email: info@lps-contracting.com		Fax:	Trust Account No. CTAAEC36050
Business Agency:	Business No.	Bus Lic Issued:	Bus Lic Expires:

Notes:

INSURANCE					
NAMETYPE CARRIER CARRIER PHONE POLICY NO POLICY ISSUE POLICY EXPIRE					
LIABILITY			NY22MPK15772801	5/24/2024	7/2/2024
WORKERS COMP			202301-12-61-44-5Y	5/24/2024	7/27/2024

	CONTACTS									
ΝΑΜΕΤΥΡΕ	NAME	ADDRESS1 CITY STATE ZIF		ZIP	PHONE	FAX	EMAIL			
QUALIFIER- CONTRACTORS ONLY	MULLAR BRANDON									

CHRONOLOGY ACTIONS											
ACTION TYPE			ACTIC	ACTION BY ACTION DATE			COMPLETED DATE				
FINANCIAL INFORMATION											
DESCRIPT	DESCRIPTION QUANTITY		PAID DAT	re AM(OUNT PAID BY		D BY	ΡΑΥ ΜΕΤΗΟΙ		ACCOUNT	
	TRUST ACCOUNT										
TRANSDATE	USERID	DESCRIPTION	AMOUNT	PAID BY	DA	ATE POSTED	RECEIPT NO	PAY METHOD	CHECK NO	COMMENTS	



2024 / 2025 MONROE COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2025

RECEIPT# 30140-121947 Business Name: LPS CONTRACTING MO CTY LPS UTILITIES INC, JENNIFER WILSON, Owner Name: **Business Location:** KEY WEST, FL 33040 Mailing Address: BRANDON MULLAR - QUALIFIER, TRENT T PO BOX 1052 **Business Phone:** 815-337-7220 WOODSTOCK, IL 60098 CONTRACTOR (CERTIFIED GENERAL & Business Type: UNDERGROUND UTILITY & EXCAVATION)

Employees

STATE LICENSE: CGC1516588/CUC1224542/CGC15

5

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

Paid WRB-23-00075791 07/08/2024 20.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector PO Box 1129, Key West, FL 33041 THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING, ZONING AND LICENSING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2025 RECEIPT# 30140-121947

Business Name: LPS CONTRACTING

MO CTY Business Location: KEY WEST, FL 33040

 Owner Name:
 LPS UTILITIES INC, JENNIFER WILSON,

 Mailing Address:
 BRANDON MULLAR - QUALIFIER, TRENT T
 Business Phone:
 815-337-7220

 PO BOX 1052
 Business Type:
 CONTRACTOR (CERTIFIED GENERAL & UNDERGROUND UTILITY & EXCAVATION)

Employees 5

STATE LICENSE: CGC1516588/CUC1224542/CG(

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

> MULLAR, BRANDON EDWARD LPS CONTRACTING 324 E SEAVIEW DR DUCK KEY FL 33050

> > LICENSE NUMBER: CGC1516588

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/08/2024

Do not alter this document in any form.



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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLAR, BRANDON EDWARD LPS CONTRACTING 324 E SEAVIEW DR DUCK KEY FL 33050

LICENSE NUMBER: CUC1224542

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/08/2024

Do not alter this document in any form.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2025

CERTIFICATE BELOW. THI	DOES NOT AFFIRMAT S CERTIFICATE OF IN	IVELY SURANO	R OF INFORMATION ONL OR NEGATIVELY AMEND CE DOES NOT CONSTITU CERTIFICATE HOLDER.	, EXTER	ND OR ALT	ER THE CO	VERAGE AFFORDED B	re hol By the	POLICIES
			DDITIONAL INSURED, the terms and conditions of the terms and conditions of the terms and conditions of the terms are the terms and the terms are terms ar						
			ertificate holder in lieu of s	such end	dorsement(s				
PRODUCER Hausman Kunł				CONTA NAME:					
40 S. Prospect					o, Ext): 630-89	4-7510	FAX (A/C, No):	630-89	4-4333
Roselle IL 601	2			E-MAIL ADDRE	SS:				
					INS	SURER(S) AFFOR	IDING COVERAGE		NAIC #
			LPSUTIL-0'	4	0	ors Specialty I			36056
INSURED LPS Utilities In-	c. DBA LPS Contractin	a	LF3011L-0	INSURE		n Longshore			524126
3509 Lily Pond	Road	3			-	surance Com			23752
Woodstock IL 6	60098					ster Fire Insu	irance Co.		21121
					RE: Progress	sive Express			10193
COVERAGES			TE NUMBER: 464016978	INSURE	RF:		REVISION NUMBER:		
			SURANCE LISTED BELOW HA	VF BFF	N ISSUED TO			HE POI	
INDICATED. NO	DTWITHSTANDING ANY R IAY BE ISSUED OR MAY	EQUIREI PERTAII	MENT, TERM OR CONDITION N, THE INSURANCE AFFORE ES. LIMITS SHOWN MAY HAVE	I OF ANY DED BY	(CONTRACT THE POLICIE	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPE	ст то \	VHICH THIS
INSR LTR TY	PE OF INSURANCE	ADDL SU	IBR VD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X COMMER			NY23MPK15772801		7/2/2024	7/2/2025	EACH OCCURRENCE	\$ 1,000	,000
CLAI	AS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,00	0
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$1,000	,000
	ATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000 \$1,000,000	
X POLICY	PRO- JECT LOC						PRODUCTS - COMP/OP AGG		
OTHER:								\$	
E AUTOMOBILE I			03217826		1/27/2025	1/27/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
ANY AUTO OWNED							BODILY INJURY (Per person)	\$	
AUTOS OI X HIRED	ILY AUTOS						BODILY INJURY (Per accident) PROPERTY DAMAGE		
AUTOS OF							(Per accident)	\$ \$	
A UMBRELL			NY223LIA15772802		7/2/2024	7/2/2025		•	200
X EXCESS L			N1223EIA13772002		11212024	11212025	EACH OCCURRENCE	\$ 3,000	,000
	CLAINIS-MADI						AGGREGATE	\$	
B WORKERS CON	RETENTION \$		ALMA02275-06		7/27/2024	7/27/2025	X PER OTH- STATUTE ER	Φ	
AND EMPLOYER					112112021	112112020	STATUTE ÉR E.L. EACH ACCIDENT	\$ 1,000	000
OFFICER/MEMB (Mandatory in N	EREXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE		,
	nder DF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
C Excess Liability D Pollution Liability			MAXS2410004152-01 G48848151 001		10/21/2024 11/15/2024	7/2/2025 11/15/2025	Limit Limit	2,000 1,000	,000
DESCRIPTION OF OP *** Proof	ERATIONS / LOCATIONS / VEHIC of Insurance Only ***	CLES (ACC	ORD 101, Additional Remarks Sched	ule, may be	e attached if mor	e space is require	ed)		
A									
****	IOLDER Proof of Insurance Onl	y ***		SHO THE ACC	EXPIRATION	N DATE THE TH THE POLIC	ESCRIBED POLICIES BE C. REOF, NOTICE WILL I Y PROVISIONS.		
				12					

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