

NOTE TO BIDDER: Use preferably BLACK ink for completing this Proposal form.

PROPOSAL

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: Pump Stations Rehabilitations Phase 2: C, E, and D Manhole
City of Key West Project No.: SE 1504

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

Reynolds Construction, LLC dba
Company Name: Reynolds Construction of Florida, LLC
Contact Name & Telephone #: Josh Vondersaar /317-832-5987
Email Address: joshua.vondersaar@reynoldscon.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, 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.

PW\DEN003\707158
MAY 29, 2019

PROPOSAL
00 41 13 - 1
ADDENDUM NO. 1

707158A.GN1

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to Proceed and to complete the project, in all respects within 210 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 Owner at the rate of \$3,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, 4, 5, 6, _____, (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 his Proposal(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 represent 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. Bidders shall include in their lump sum bid the cost to provide Builder's Risk insurance in accordance with 34.E. of the General Conditions including payment of any deductible.

UNFORESEEN CONDITIONS ALLOWANCE

Bidder further acknowledges that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts, Building Permits and Art in Public Places. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Unforeseen Conditions Allowance will be spent prior to performing the work. Bidder also acknowledges that payment for Building Permits will be based on actual cost for the permit.

BID ADDITIVE ALTERNATE NO. 1

Item No.	Description	Unit	Unit Cost
1	Vertical or Overhead Concrete Repair 1-inch deep	Square Feet	\$70.00
2	Vertical or Overhead Concrete Repair 2-inch deep	Square Feet	\$108.00
3	Replacement of Two (2) Wall Thimbles in Pump Station E for the Sluice Gates Being Replaced.	Each	\$11,527.00

Contractor to provide square foot cost for additional concrete repair that exceeds the following quantities for Pump Station E:

Vertical or Overhead Concrete Repair 1-inch deep: 425 square feet

Vertical or Overhead Concrete Repair 2-inch deep: 425 square feet

These unit prices will be applied to the quantities for repair that exceed those quantities listed above only.

Contractor to provide a cost to remove and replace two wall thimbles for the sluice gates being replaced in Pump Station E wetwell. Cost to include additional bypass pumping if necessary, all labor, equipment, and material required. Owner will decide if the wall thimbles are to be replaced after the bid is awarded.

The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by bid items listed in the draft AIA 702 Continuation Sheet in PART 8 of the PROJECT MANUAL and will be used as a basis for payment.

Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 percent.

List items to be performed by Contractor's own forces and the estimated percent of the Total Lump Sum Base Bid.
(Use additional sheets if necessary.)

<u>All Site Work - 5%</u>	_____
<u>All Concrete Work - 2%</u>	_____
<u>All Metals Work - 5%</u>	_____
<u>Equipment Supply and Installation - 30%</u>	_____
<u>All Mechanical Work - 17%</u>	_____
<u>Generator Supply and Install - 12%</u>	_____

SUBCONTRACTORS

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

Nearshore Electric

Name	_____	8%
Trade	Electrical	Percent of Total Base Bid
Street	5680 1st Ave #5, Stock Island, FL, 33040	
	City State Zip	

Exceletech Coatings Applications

Name	_____	12%
Trade	Protective Coatings	Percent of Total Base Bid
Street	221 N. Hwy 27 Suite I, Clermont, FL, 34711	
	City State Zip	

C.C. Controls Corp

Name	_____	9%
Trade	Instrumentation and Controls	Percent of Total Base Bid
Street	5760 Corporate Way, Suite 100, West Palm Beach, FL, 33407	
	City State Zip	

Name	_____	
Trade	_____	Percent of Total Base Bid
Street	_____	State Zip
	City	

Name	_____	
Trade	_____	Percent of Total Base Bid
Street	_____	State Zip
	City	

SURETY

Travelers Casualty & Surety Company of America _____ whose address is

One Tower Square _____, Hartford _____, CT _____, 06183
Street _____ City _____ State _____ Zip _____

BIDDER

The name of the Bidder submitting this Proposal is

Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC _____ doing business at

300 SE Broad Street _____, Fairburn _____, Georgia _____, 30213
Street _____ City _____ State _____ Zip _____

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

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

Les Archer, President _____

Kevin Shemwell, Executive Vice President _____

Joshua Vondersarr, Vice President _____

Craig Wiley, Vice President _____

Joe Davis, Assistant Secretary _____

707158A.GN1

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____, 2019.

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 17th day of July, 2019

(SEAL)

Reynolds Construction, LLC dba
Reynolds Construction of Florida, LLC

Name of Corporation

By [Signature]
Kevin Shemwell
Title Executive Vice President

Attest [Signature]
Ira Joe Davis, Assistant Secretary



FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ Five Percent (5%) of the Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that Reynolds Construction of Florida, LLC

 hereinafter called the Contractor (Principal), and Travelers Casualty and Surety Company of America

a corporation duly organized and existing under and by virtue of the laws of the State of Connecticut, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner.

(Obligee), in the sum of: Five Percent of the Amount Bid

 DOLLARS (\$ 5%) , for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of Pump Stations Rehabilitation Phase 2: C, E, and D Manhole, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled.

707158A.GN1

**PUMP STATIONS H AND B REHABILITATING;
PUMP STATION A GENERATOR REPLACEMENT**

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 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 Owner for the performance of said Contract, within 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 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 100 percent of the awarded base bid, satisfactory to the Owner, 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 12th day of June, 2019



Reynolds Construction of Florida, LLC
Principal

By: Craig Wiley
Craig Wiley, Vice President
Travelers Casualty and Surety Company of America
Surety

By: William A. Kantlehner, III
Attorney-In-Fact William A. Kantlehner, III

STATE OF Florida)

: SS

COUNTY OF Monroe)

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.

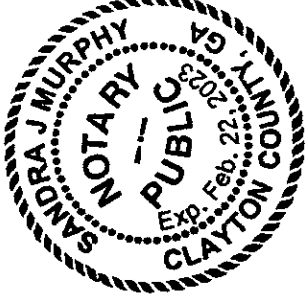
By: *Sandra J. Murphy*

Sandra J. Murphy

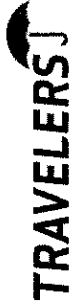
Sworn and subscribed before me this 12th day of June, 2019.

NOTARY PUBLIC, State of Georgia at Large

My Commission Expires: 2/22/2023



END OF SECTION



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William A. Kantlechner, III** of **Louisville, Kentucky**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

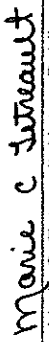
By: 
Robert L. Raney, Senior Vice President

On this **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **June**, **2017**




Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.*

CITY OF MARATHON
MARATHON AREA 3, 4, & 5 WWTP UPGRADES
MARATHON, FLORIDA



Project Description

This project upgraded the city's wastewater treating capacity.

For Marathon Area 3, Reynolds replaced an existing disc filter with a new disc filter, modify existing screenings equipment, installed a new equalization basin, and replaced existing blowers with new blowers.

For Marathon Area 4, Reynolds installed a new disc filter and rehabilitated the existing sand filters.

At a Glance

Contract Amount:

\$6,485,865

Notice to Proceed:

January 3, 2017

Completion Date:

Est. August 15, 2019

MGD:

0.9

Owner Contact Info:

City of Marathon

Dan Saus

(305) 289-5009

sausd@ci.marathon.fl.us

Engineer Contact Info:

Weiler Engineering Corporation

Dan Saus

(305) 289-5009

KEY LARGO WASTEWATER DISTRICT
KEY LARGO WASTEWATER
TREATMENT PLANT
KEY LARGO, FLORIDA



Project Description

The Key Largo Water Treatment District is performing capital upgrades on three of the WWTP's systems. These include the headworks, the process water pumping system and the walkway bridge between SBR #3 and the third floor balcony of the Operations Building. Headworks Bypass Piping and Repairs: This portion of the project includes installation of 18" bypass piping and associated fittings. Plant Process Water Pumping System Upgrade: This portion of the project induces replacement of the existing pump and hydro-pneumatic tanks with a variable speed pumping system and replacement of approximately 250' of existing 2" non-potable PVC underground water piping with 4" PVC. Walkway Bridge: includes providing and installing an aluminum walkway bridge with grating, handrails and kickplate between SBR #3 and the 3rd floor balcony of the operations building.

At a Glance

Contract Amount:
\$1,115,956
Notice to Proceed:
July 16, 2018
Completion Date:
Est. July 1, 2019
Owner Contact Info:
Key Largo Wastewater District
Laura Weinstock (305) 451-4019
laura.weinstock@klwtd.com
Engineer Contact Info:
Weiler Engineering Corporation
Ed Castle
(305) 289-4163
edrcastle@me.com

MIAMI SHORES VILLAGES
DB SERVICES-CENTRAL BUSINESS DISTRICT LOW
PRESSURE SEWER SYSTEM & WATER MAIN IMPROVEMENTS
MIAMI SHORES, FLORIDA



Project Description

- Approximately 4,100 LF of upgraded 12" DIP Class 52 water mains replaced the existing undersized mains throughout the Miami Shores Village Central Business District.
- Approximately 3,112 LF of 8-inch internal diameter DIP Class 52 Force Main, along North 97th Street from N.W. 3rd Avenue to the new regional Pump Station just west of N.E. 2nd Avenue.
- New Regional Pump Station just west of N.E. 2nd Avenue located on the Southwest corner of the Village owned parking lot. This consisted of a wet well application with 47HP centrifugal pumps and standby generator and generator building.
- Approximately 4,300 LF of 3'-4" HDPE low pressure sanitary (LPS) force mains to collect the effluent from the Low-Pressure Grinder Stations and convey them to the new regional pump station.
- 27 low pressure grinder pump stations to replace existing septic systems at the existing properties along the Miami Shores Village Central Business District. These pumps will be owned and operated by the Village of Miami Shores.

At a Glance

Contract Amount:
\$3,200,000

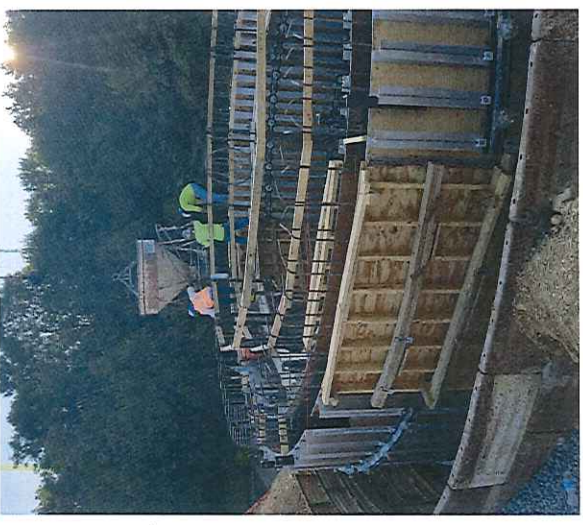
Notice to Proceed:
January 12, 2015

Completion Date:
February 30, 2017

Owner Contact Info:
Village of Miami Shores
Scott W. Davis, Director Public Works Department
(786)402-8006
DavisS@msvfl.gov

Engineer Contact Info:
CPH, Inc.
Todd H. Hendrix, PE, Sr. Vice President
(305)274-4805
thendrix@cphcorp.com

CITY OF CHATTANOOGA
ORCHARD KNOB PUMP STATION IMPROVEMENTS
CHATTANOOGA, TENNESSEE



Project Description

This project replaced a pump station wet well that was beyond its useful life. We were contracted to build a new 31' diameter, 38' deep wet well to replace the existing structure and to install new influent and effluent lines made up of 42" DIP and manholes. The project consisted of furnishing all materials, labor, equipment, supervision, and all necessary appurtenances to construct and place into satisfactory operation the sewerage pumping station, including but not limited to: unclassified excavation, grading, precast concrete wet well structure, four centrifugal non-clog submersible pumps, valves and piping system, precast concrete electrical building, associated instrumentation, controls and electrical system, gravity pipe, manholes, fencing, proposed water line, hoist system and shed, asphalt pavement, pump station accessories and appurtenances.

At a Glance

Contract Amount:
\$3,508,194

Notice to Proceed:
May 16, 2016

Completion Date:
April 19, 2019

MGD:
17.28

Owner Contact Info:
City of Chattanooga
Dennis Malone, Public Works
(423) 643-6188

Engineer Contact Info:
Arcadis
Ben Campbell, PE
(423) 756-7193

FLOYD COUNTY GEORGIA

FULTON RD MEMBRANE FILTRATION FACILITY (WTP) & PS ROME, GEORGIA



Project Description

Plant expansion for an existing plant which consisted of a new CMU building with 2 new membrane filtration process skids, new raw water pump, new high service vertical turbine pumps, raw water equalization tank and a backwash settling tank, new field instrumentation with SCADA integration. This new plant has capabilities of producing .82 MGD.

At a Glance

Contract Amount:

\$2,313,531

Notice to Proceed:

June 23, 2014

Completion Date:

April 8, 2015

MGD:

.82

Owner Contact Info:

Floyd County, GA

(706) 291-5244

Troy Atkins

atkinst@floydcountyga.org

Engineer Contact Info:

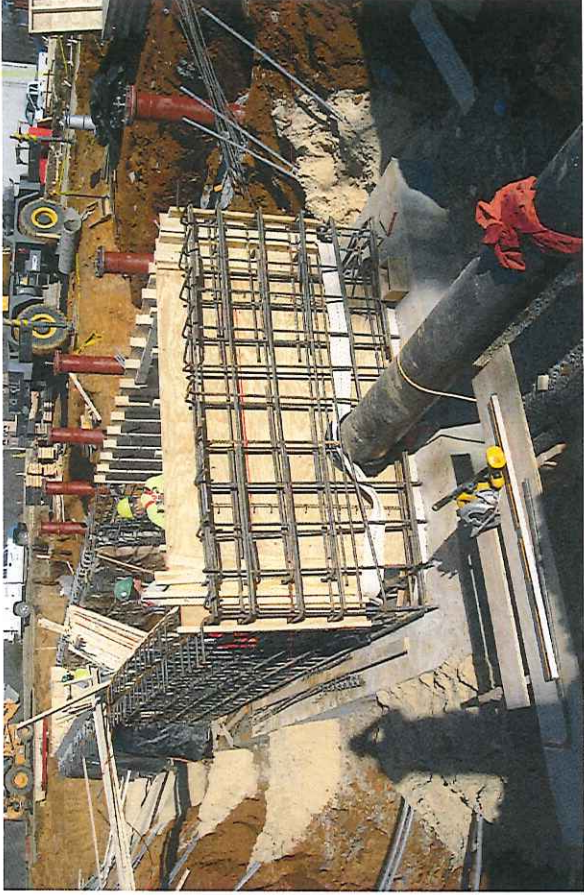
CTI Engineers, Inc.

(706) 278-8110

Al Pierce

apierce@ctiengr.com

KNOX CHAPMAN UTILITY DISTRICT MEMBRANE WTP EXPANSION KNOXVILLE, TENNESSEE



Project Description

This project consisted of furnishing all labor, materials, tools, equipment and incidentals and performing all work required to construct complete in place and ready to operate new membrane water treatment facility with an initial capacity of 8.0 MGD. The work included connecting to the existing raw water pump station and existing clearwell; modifications to the existing clearwell and high service pump station; two concrete flocculation basins and approximately 1,150 square foot flocculation building; modifications to the existing sludge lagoons, connecting to the existing water treatment plant for solid treatment; approximately 19,500 square foot treatment building, including administrative space, membrane filtration system, flow metering, and chemical feed systems; outdoor chemical storage; and associated site work, site piping, architectural, mechanical, electrical, and instrumentation and control work. The Knox-Chapman Membrane Plant is the largest pressure membrane plant installed to date.

At a Glance

Contract Amount:
\$14,192,910

Notice to Proceed:
May 14, 2012

Completion Date:
June 8, 2014

MGD: 8.0

Owner Contact Info:
Knox Chapman Utility District
Gary Jenkins
(865) 577-4497
Garyj9@bftilecom.net

Engineer Contact Info:
Jacobs Engineering Group
Ken Bryson
(865) 966-1000
Ken.bryson@jacobs.com

ANTI - KICKBACK AFFIDAVIT

STATE OF Georgia)
 : SS
COUNTY OF Fulton)

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: 
Kevin Shemwell, Executive Vice President

Sworn and subscribed before me this 17th day of July, 2019.


Sandra J. Murphy
NOTARY PUBLIC, State of Georgia at Large



My Commission Expires: 2/22/2013

* * * * *

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 _____
Pump Stations Rehabilitation Phase 2 - C, E and D Manhole
2. This sworn statement is submitted by Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC
(name of entity submitting sworn statement)
whose business address is 300 E. Broad Street, Fairburn, GA 30213
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
38-3995757

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____

3. My name is Kevin Shemwell
(please print name of individual signing)
and my relationship to the entity named above is Executive Vice President

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, 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), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of 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).

XX 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.)

(signature) Kevin Shemwell, Executive Vice President

July 17, 2019

(date)

STATE OF Georgia

COUNTY OF Clayton

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kevin Shemwell who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 17th day of July, 20, 19

NOTARY PUBLIC

Sandra J. Murphy

My commission expires: 2/22/2023



INDEMNIFICATION

To the fullest extent permitted by law, the Contractor 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 Contractor, 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 Contractor'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 Contractor 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 Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Reynolds Construction, LLC dba SEAL:
Reynolds Construction of Florida, LLC

300 SE Broad Street
Fairburn, GA 30213

Address



Signature

Kevin Shemwell

Print Name

Executive Vice President

Title

July 17, 2019

Date

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Georgia)
 : SS
COUNTY OF Fulton)

I, the undersigned, hereby duly sworn, depose and say that the firm of Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC, 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.



Kevin Shemwell, Executive Vice President

By:

Sworn and subscribed before me this

17th day of July, 2019.


NOTARY PUBLIC, State of Georgia at Large


My Commission Expires: 2/22/2023



CONE OF SILENCE AFFIDAVIT

STATE OF Georgia)
 : SS
COUNTY OF Fulton)

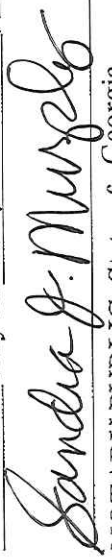
I, the undersigned, hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).


Kevin Shemwell, Executive Vice President
July 17, 2019

(date)

Sworn and subscribed before me this

17th Day of July, 2019.


NOTARY PUBLIC, State of Georgia at Large
Sandra J. Murphy
My Commission Expires: 2/22/2023



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. Principle 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 proposals.
- 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 Name Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC Phone: 770-969-4040

Current Local Address: 300 SE Broad Street, Fairburn, GA 30213 Fax: 770-969-4363
(P.O. Box numbers may not be used to establish status)

Length of time at this address: 11 Years Date: July 17, 2019


Signature of Authorized Representative Kevin Shemwell, Executive Vice President

STATE OF Georgia COUNTY OF Fulton

707158A.GN1

The foregoing instrument was acknowledged before me this 17th day of July, 2019.
Reynolds Construction, LLC dba

By Kevin Shemwell, of Reynolds Construction of Florida, LLC
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification (personally known) as identification
(Type of identification)

Return Completed form with Supporting documents to: City of Key West Purchasing

Sandra J. Murphy
Signature of Notary

Sandra J. Murphy

Print, Type or Stamp Name of Notary

Estimating Coordinator

Title or Rank



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.)

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Proposal filled in, using black ink. [✓]
3. Total and unit prices added correctly and attached Schedule of Values. [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Proposal. [✓]
6. Experience record included. [✓]
7. Proposal signed by authorized officer. [✓]
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 (10) ten calendar days after
receiving a Notice of Award.
11. BID submitted intact with the volume entitled "Bidding Requirements" [✓]
in the format of 1 original bid package and 2 flash drives as stated in the
invitation to bid.
12. Bid Documents submitted in sealed envelope and addressed and labeled [✓]
in conformance with the instructions in the Invitation to Bid.



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

Do not alter this document in any form.

Always verify licenses online at MyFloridaLicense.com

EXPIRATION DATE: AUGUST 31, 2020

LICENSE NUMBER: CGC1525041

REYNOLDS CONSTRUCTION OF FLORIDA, LLC
4544 NORTH STATE ROAD 37
ORLEANS IN 47452

SHEMWELL, KEVIN DUANE

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



C E R T I F I C A T E

The undersigned, Elizabeth L. Smith, hereby certifies that she is the duly elected, qualified, and acting Executive Vice President and Secretary of Reynolds Construction, LLC, a Delaware corporation (the "Company"), and as such is familiar with the books and records of said Company, and does hereby certify the following:

1. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of January 16, 2019; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

AUTHORITY TO ENTER INTO CONTRACTS

WHEREAS, the managers deem it in the best interests of the corporation to state the bid, contract and purchase order limits of the various officers and employees of the corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of January 16, 2019, the authority of the following officers and employees of the corporation to (i) accept customer purchase orders and affix the corporate seal thereon and (ii) issue bids and/or enter into contracts with customers in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$20,000,000
Executive Vice President	\$10,000,000
Vice President	\$5,000,000

FURTHER RESOLVED, that the authority of the following officers and employees of the corporation to enter into contracts with vendors in connection with the purchase of supplies and equipment (other than purchases of capital equipment), or the contracting for professional services in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$10,000,000
Executive Vice President	\$5,000,000
Vice President	\$1,000,000
Group Manager	\$500,000
Project Manager	\$250,000

FURTHER RESOLVED, that for the purchase of capital equipment, only the Director or President is authorized to execute such transactions in an amount not to exceed \$1,000,000. Any capital expenditures in excess of this, amount must be approved by two members of the Board of Managers, with one approving member being the Director.

FURTHER RESOLVED, that the President, Executive Vice President, or Vice President of the corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, district manager, group lead or other employee of the corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof, pursuant to the preceding resolution, any contract, in excess of the authorized limits granted herein must be approved by both the President and the Director; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties

to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of the corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of the corporation is hereby authorized to rely upon said certificate as so presented.

2. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of January 16, 2019; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

APPOINTMENT OF OFFICERS

RESOLVED, that all of the acts, actions and things done for, in the name of, and on behalf of this corporation by its officers during the preceding year be, and the same hereby are, ratified, confirmed and approved.

RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their respective names, to serve in such capacities at the pleasure of the Board of Managers until the next annual meeting of the Board of Managers and until their successors are duly elected and qualified:

Jeffrey J. Reynolds	— Director	Jeffrey P. Berning	— Vice President
Leslie F. Archer	— President	Timothy C. Wiley	— Vice President
Kevin F. Strott	— Executive Vice President	Patrick M. Stalker	— Vice President
Kevin D. Shemwell	— Executive Vice President	Joshua R. Vondesaar	— Vice President
Michael P. Burton	— Executive Vice President	Eduardo Medina	— Vice President
Wesley L. Self	— Executive Vice President	Jeanie M. Lucas	— Assistant Secretary
Elizabeth L. Smith	— Executive Vice President and Secretary	David G. Schrettner	— Assistant Secretary
John R. Chase	— Vice President	Lisa R. Parker	— Assistant Secretary
Oscar R. Bello	— Vice President	Wendy C. Scudder	— Assistant Secretary
William R. Ryon	— Vice President	Jon D. Kinney	— Assistant Secretary
Christopher T. Schneider	— Vice President	Ira J. Davis	— Assistant Secretary
Randolph E. Tummers	— Vice President	Stephanie A. Keffer	— Assistant Secretary
Adam K. Ralph	— Vice President	Mark Burridge	— Assistant Secretary

RESOLVED, that all of the acts, actions and things done for, in the name of and on behalf of this corporation and its officers, shall also be deemed to apply to all of the company's state specific operating names including:

Reynolds Construction of Alabama, LLC	Reynolds Construction of New Jersey, LLC
Reynolds Construction of Delaware, LLC	Reynolds Southwest, LLC
Reynolds Construction of Florida, LLC	Reynolds Construction of New York, LLC
Reynolds Construction of Georgia, LLC	Reynolds Construction of Pennsylvania, LLC
Reynolds Construction of Indiana, LLC	Reynolds Lone Star Construction, LLC
Reynolds Construction LLC of Louisiana	Reynolds Construction of Washington, LLC
Reynolds Construction of Mississippi, LLC	Reynolds Construction of West Virginia, LLC
Reynolds Construction of Missouri, LLC	

IN WITNESS WHEREOF, Elizabeth L. Smith has hereunto set her hand this 16th day of January, 2019.


Elizabeth L. Smith – Executive Vice President and Secretary
Reynolds Construction, LLC

CONTRACTOR: Reynolds Construction, LLC		OWNER: City of Key West, FL		LOCATION: Pump Stations Phase 2 (C, D & E)		ENGINEERS: CH2M / Jacobs	
PAGE 2 OF 2		PAYMENT ESTIMATE NO. 1		FOR PERIOD BEGINNING 7.17.19		AND ENDING TBD	

ITEM NO.	DESCRIPTION OF ITEM	CONTRACT		PREVIOUS		THIS ESTIMATE		TOTAL TO DATE			
		QUAN.	UNIT	UNIT COST	TOTAL AMT.	QUAN.	AMOUNT	QUAN.	AMOUNT	QUAN.	AMOUNT
4.7	Misc Asphalt Replacement	1	LS	\$4,400	\$4,400.00						
4.8	Inspection of Pipe and Other	1	LS	\$4,800	\$4,800.00						
4.9	Setup Bypass & Bypass Operational	1	LS	\$48,000	\$48,000.00						
4.10	Excavate & Demo of Existing Manhole	1	LS	\$54,900	\$54,900.00						
4.11	Minor Ground Water Control	1	LS	\$4,500	\$4,500.00						
4.12	Placement of New Manhole & Install Pipe	1	LS	\$47,400	\$47,400.00						
4.13	Installation of Coatings	1	LS	\$9,000	\$9,000.00						
4.14	Area Startup & Testing	1	LS	\$1,800	\$1,800.00						
4.15	Site Cleanup	1	LS	\$4,000	\$4,000.00						
5.1	Owner Allowance	1	LS	\$30,000	\$30,000.00						
Base Total					\$2,265,000.00						
BID ADDITIVE ALTERNATE NO. 1											
19.2	Vertical or OH Concrete Repair - 1" Deep	1	SF	\$70	\$70.00						
19.3	Vertical or OH Concrete Repair - 2" Deep	1	SF	\$108	\$108.00						
19.4	Replacement of Two Wall Thimbles in PS E	1	EA	\$11,527	\$11,527.00						

* The SOV is preliminary and Reynolds may request that additional detail be added. Additionally, values are subject to change with approval of the Engineer.