
PART 1

BIDDING REQUIREMENTS



City of Key West

Invitation to Bid

CDBG-MIT-Tide Valve Stormwater Improvements

ITB No. 26-007

NOTICE: Pursuant to Sec. 2-770 of the City’s Code of Ordinance, sealed bids for the City of Key West (‘hereinafter referred to as the “City”’) ITB # 26-007-CDBG-MIT-Tide Valve Stormwater Improvements, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street, Key West Florida, 33040 until 3:00 p.m. on **Tuesday June 9, 2026** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB #26-007 Tide Valve Stormwater Improvements addressed and delivered to the City Clerk at the address noted above.

The CDBG-MIT Agreement MT051 Tide Valve Improvement Project consists of installation or replacement of tidal valves and sedimentation removal structures at stormwater outfall points of discharge identified in the Contract Documents. All work shall be performed in accordance with the design specifications and requirements detailed in the documents included in ITB #26-007.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

Each bid must be submitted on the required form and include a bid security, as outlined in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount no less than five (5) percent of the bid amount.

The Bidder must be a licensed contractor in the State of Florida and provide proof of this licensure with their bid.

The successful Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within ten (10) days following the Notice of Award and must demonstrate that they hold at a minimum, the following licenses & certificates.

- A. A City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issues by the Chief Building Official of Key West, Florida.
- C. A valid occupational license issued by the City of Key West, Florida

All bid bonds, insurance contracts, and Certificates of Insurance (COI) shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having their place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Prior to awarding the contract for the work outlined in this document, the City will undertake an investigation to assess the performance history and capability of the apparent lowest bidder to successfully execute the scope of work specified. Upon request, the Bidder is required to provide any information the City deems necessary to evaluate the Bidder's qualifications.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Lucas Torres-Bull, Procurement Manager, at lucas.torresbull@cityofkeywest-fl.gov.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the County and City as would be required within ten (10) days of the award. The successful Bidder must also be able to satisfy the City's Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City.

The City reserves the right to award any bid to Bidder that best meets the needs of the City.

Legal Advertisement

Invitation to Bid
City of Key West will receive bids for the following

ITB Name ITB 26-007 Tide valve Stormwater Improvements
ITB Opening June 9, 2026 @ 3:00PM
ITB Location Office of the City Clerk, 1300 White St., Key West, FL 33040

Notice is hereby given that the City of Key West, Florida is accepting sealed bids for ITB 26-007 Tide Valve Stormwater Improvements.

Solicitation documents may be obtained from DemandStar at www.demandstar.com, by calling 800-711-1712, or by visiting the City of Key West website at www.cityofkeywest-fl.gov.

Sealed responses must be received by the City of Key West City Clerk, 1300 White Street, Key West, Florida 33040, on or before **June 9, 2026**, at which time they will be publicly opened and read aloud (if applicable). Any responses received after the specified date and time will not be considered.

The City of Key West reserves the right, at its sole discretion, to accept or reject any and all responses, to waive informalities or irregularities in the solicitation process, and to award a contract in the best interest of the City, in accordance with applicable federal, state, and local laws and regulations.

This project is funded in whole or in part by the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant – Mitigation (CDBG-MIT) Program. All procurement activities and any resulting contract shall comply with all applicable CDBG-MIT requirements, HUD regulations, Section 3 of the Housing and Urban Development Act of 1968, and the federal procurement standards set forth in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Minority-owned businesses, women-owned businesses, veteran-owned businesses, and Section 3 business concerns are encouraged to submit responses. The City of Key West is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, familial status, or any other protected class.

5/9/2026

City of Key West Purchasing Dept.

INSTRUCTIONS TO BIDDERS

CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand Star. Bidders shall submit with their bids, or indicate receipt of, all Addenda. The City will not be responsible for any other explanation or interpretations of said documents.

GENERAL DESCRIPTION OF THE PROJECT

The project includes Installation or Replacement of Tide Valves at various locations within the City of Key West. To facilitate replacement, work at each location may include installation of water quality sediment removal structures where none currently exist, as well as new manhole(s), catch basin(s), valve vault(s), seawall modifications, and one new SFWMD/USACE permitted outlet structure. Project details and specifications are as shown in the Contract Documents included.

QUALIFICATION OF BIDDERS

The prospective Bidders must meet the statutorily prescribed requirements before the award of a contract by the City. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid for and perform the work specified herein.

BIDDER'S UNDERSTANDING

Each Bidder must inform themselves of the conditions relating to the execution of the work, and it is assumed that they will inspect the site and make themselves thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of their obligation to enter a contract and complete the contemplated work in strict accordance with the Contract Documents. The Bidder is responsible for verifying, to their complete satisfaction, all information related to the site and subsurface conditions.

The City will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that the City may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform themselves of, and the Bidder awarded a contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

TYPE OF BID

A. LUMP SUM

The proposal for this project shall be submitted on a lump sum basis, broken down by location, along with a total lump sum price encompassing all locations. Any items necessary to complete the work as specified, but not explicitly listed in the Proposal, shall be considered incidental and included in the overall bid pricing.

Payment to the Contractor will be made based on the actual work performed, in accordance with the terms and conditions outlined in the Contract Documents. The Bidder agrees to accept the amounts determined under the provisions of the Contract Documents as full compensation for the work proposed.

The total allowable cost for Mobilization, General and Special Conditions, and Demobilization (Bid Schedule Line Item 1) shall not exceed 10% of the total construction cost, as defined by Bid Schedule Line Items 1 through 6.

PREPARATION OF BIDS

A. GENERAL

All blank spaces in the Bid Form must be filled in, as required, preferably in black ink or typewritten. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Bidder is interested in more than one bid for work contemplated, all bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign their bid in the blank space provided, therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with

the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior to the opening of bids or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39; *Ordinances, Permits, and Licenses*.

The Bidder shall submit with their bid, experience records showing their experience and expertise in construction and directory construction, typical foundation and CMU construction, hardscapes, and related work. Such records shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State of Florida. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner and name of Owner's contact person and phone number.
6. Designer and name of Designer's contact person and phone number.

Bidders shall submit at least three (3) references pertaining to the work mentioned above.

The Bidder shall submit a list with their bid detailing the items to be performed by their own laborers and those to be carried out by subcontractors or other parties. Additionally, the awarded contractor will be required to submit resumes of all staff who will be directly working on the project, along with a city review approval for each individual.

D. ATTACHMENTS

Each Bidder shall complete and submit the following forms with their bid:

- Anti-Kickback Affidavit
- Non-Collusion Affidavit
- Public Entity Crimes Form
- Indemnification Form
- City of Key West Business License Tax Receipt
- Local Vendors Form – NOT APPLICABLE UNDER CDBG FUNDING
- Domestic Partnership Affidavit
- Vendor Certification Regarding Scrutinized Companies Lists
- Cone of Silence Affidavit

Noncoercive Conduct Affidavit
E-Verify
Disclosure of Lobbying Activities
Scrutinized Companies List Certification
Certification Regarding Debarment, Suspension, and Ineligibility
Bidders' Checklist

E. CITY LICENSES, PERMITS AND FEES

Contractors are required to have a Certified or Registered General Contractors City of Key West license. License fess should not exceed \$410.00. Required licenses shall be obtained within ten (10) days of the Notice of Award. Additionally, The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their bid on the form provided herein.

STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the City is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this contract, the Bidder, as required by the laws and statutes of the state and its political subdivisions, shall pay all federal, state, and local sales and use taxes. Prices quoted in bid shall include all nonexempt sales and use taxes unless provision is made in the bid form to separately itemize the tax.

SUBMISSION OF BIDS

All bids must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid Forms provided herewith, **submit one (1) Original and two (2) Flash Drives each containing a single PDF file of the entire bid package.**

Each bid must be submitted in a sealed envelope, clearly marked as to indicate the Bidder's name and its contents (project name and number) without being opened and addressed in conformance with the instructions in the Invitation to Bid.

MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of bids, any bid submitted may be withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of bid. No bid may be withdrawn after the time scheduled for opening of bids, unless the time specified in paragraph Award of Contract of these Instructions

to Bidders shall have elapsed.

BID SECURITY

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw their bid for a period of ninety (90) days after the bid opening, and that if awarded the contract, the successful Bidder will execute the attached contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond on behalf of the Surety must attach a notarized copy of their power-of-attorney as evidence of their authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, they shall use the Bid Bond Form bound herewith, or one conforming substantially thereto in form and content.

RETURN OF BID SECURITY

Within fifteen (15) days after the award of the contract, the City will return the bid securities to all Bidders whose bids are not to be further considered in awarding the contract. Retained bid securities will be held until the contract has been finally executed, after which all bid securities, other than the Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose bids they accompanied.

AWARD OF CONTRACT

The City intends to award one Contract based on the lowest responsive and responsible bid. The City reserves the right to award the contract in its entirety or by selected line items, based on the City's best interest and available funding at the time of award.

The City will accept a bid within ninety (90) calendar days following the bid opening. Acceptance will be made by written Notice of Award, either mailed to the address designated in the bid or delivered directly to the Bidder's representative. If the lowest responsive, responsible Bidder fails to execute the contract and submit the required Performance Bond, Payment Bond, insurance certificates, and evidence of all required licenses and certifications, the City may proceed to award the contract to the next lowest responsive and responsible Bidder. Any such award will be made within one hundred twenty (120) calendar days of the bid opening.

All Bidders shall guarantee their bid prices for a period of one hundred twenty (120) calendar days from the date of bid opening.

The City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the bidding process.

BASIS OF AWARD

The City will make the award based on the bid from the lowest responsive and responsible Bidder, whose proposal, in the City's sole discretion, is determined to best serve the City's interests.

EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days of receiving the Notice of Award, sign and return the original Contract, along with two (2) copies, in the form provided or as mutually agreed upon during negotiations, and deliver them to the City. The Bidder must also submit the required Certificate of Insurance (COI), as specified in the Contract Documents, and provide evidence of holding any necessary licenses and certificates.

If any modifications to the contract are made during the negotiation process, the City will issue a revised version of the Contract to the Bidder along with the Notice of Award. The Bidder shall then have ten (10) working days to review, sign, and return the revised Contract, along with the aforementioned documents.

Within ten (10) working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will execute the Contract by signing it. Execution of the Contract will be deemed complete upon signatures from both parties.

CONTRACT BONDS

PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the City, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the City. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City and shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The Bidder shall supply the City with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the bidder may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit

POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his/ her power-of-attorney as evidence of his/ her authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of attorney will have the same date.

FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a contract awarded to them and who fails to promptly and properly execute the contract shall forfeit the bid security that accompanied their bid, and the bid security shall be retained as liquidated damages by the City, and it is agreed that this said sum is a fair estimate of the amount of damages the City will sustain in case the Bidder fails to enter into a contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

TIME OF COMPLETION

The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Bidder receives a Notice to Proceed, they shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this bid.

The term of this contract will be **365** calendar days commencing when the Notice to Proceed (NTP) is provided to the awarded Bidder.

FEDERAL PASS-THROUGH ENTITY RECORDS & RETENTION

Access to Records and Record Retention (2 CFR §200.334, §200.337)

The Contractor agrees to provide the City of Key West, the Florida Department of Commerce (or applicable State agency acting as pass-through entity), the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The Contractor shall retain all required records for a period of six (6) years after the City makes final payment and all other pending matters are closed, or for such longer period as may be required by the pass-through entity, HUD, or applicable law.

The Contractor agrees to include this provision in all subcontracts.

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter referred to as the "Bidder," hereby certifies that the individuals or entities listed in this proposal are the only parties interested in this bid; that this bid is submitted in good faith, without fraud, collusion, or connection with any other person or entity submitting a bid for the same Contract; and that no official or employee of the City of Key West has any interest, directly or indirectly, in this proposal or in the Contract which may be awarded.

The Bidder further declares that they have thoroughly reviewed and understand the Contract Documents and that this bid is submitted in strict accordance with the provisions and terms set forth therein, all of which are hereby incorporated into and made part of this bid.

Funding Source – Community Development Block Grant – Mitigation (CDBG-MIT)

The City of Key West (“CITY”) hereby notifies all prospective respondents that the project described in this solicitation may be funded, in whole or in part, through Community Development Block Grant – Mitigation (CDBG-MIT) funds administered by the Florida Department of Commerce (or its successor agency). Accordingly, all work performed under any resulting contract shall comply with all requirements imposed by the U.S. Department of Housing and Urban Development (HUD) and all applicable federal regulations governing the use of CDBG-MIT funds.

The Contractor shall be solely responsible for ensuring that all personnel, subcontractors, suppliers, and lower-tier subcontractors adhere to all CDBG-MIT and federal requirements. Failure to comply with the provisions outlined in Appendix II to Part 200 (provided as a separate attachment) may result in suspension of payment, termination of the contract, and/or the imposition of any other remedies available under federal law and 2 CFR Part 200.

All required federal contract provisions shall be flowed down to all subcontractors and must be included in every subcontract, regardless of tier, in accordance with 2 CFR 200.327, Appendix II to Part 200, and all applicable CDBG-MIT program requirements.

The document titled Appendix II to Part 200 and Other Related Federal Clauses, provided as a separate attachment, is hereby incorporated in its entirety into this Solicitation and any resulting contract, and shall be binding upon the Contractor and all subcontractors at every tier.

Minority- and Women-Owned Business Enterprise

The Contractor acknowledges the City of Key West’s commitment to promoting equal opportunity and economic inclusion in public contracting. To the greatest extent feasible and consistent with sound procurement practices, the Contractor shall make good-faith efforts to utilize Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) in the performance of this Agreement.

The Contractor’s good-faith efforts shall include, but are not limited to:

1. Identifying and soliciting qualified M/WBE firms for subcontracting, supplier, or service opportunities;
2. Providing M/WBE firms a fair and reasonable opportunity to submit quotes or proposals;
3. Dividing work requirements into smaller tasks, when practical, to permit maximum M/WBE participation;
4. Following up with interested M/WBE firms and providing adequate information about plans, specifications, and requirements; and
5. Maintaining records of outreach efforts, solicitations, and subcontract awards involving M/WBE firms.

Upon request by the City of the granting agency, the Contractor shall provide documentation demonstrating its good-faith efforts to identify, solicit, and utilize M/WBE firms/business.

Such documentation may include solicitation lists, correspondence, advertisements, subcontracts agreements, or other relevant evidence.

This clause is not to be construed as establishing a quota, set-aside, mandatory subcontracting requirement, or a preference in violation of federal, state, or local law. Rather, it reflects the CITY's policy goal to encourage inclusion and expand contracting opportunities for M/WBE firms whenever feasible.

The Contractor shall include this M/WBE Participation Clause in all subcontracts and require all subcontractors to make similar good-faith efforts to utilize qualified M/WBE firms at lower tiers.

Davis-Bacon Act (DBA)

This project is funded in whole or in part by the Community Development Block Grant – Mitigation (CDBG-MIT) program and is subject to the Davis-Bacon Act. Contractors and subcontractors shall comply with all applicable federal labor standards, including payment of prevailing wages as determined by the U.S. Department of Labor. The applicable Wage Determination is attached hereto and made part of the Contract Documents.

CFR 200.319(c) Brand Name

Whenever a brand name, model number, or manufacturer is referenced in these specifications, it is intended to establish a minimum standard of quality, performance, and functionality and shall be interpreted as “or approved equal.” Any equivalent product must meet or exceed all stated specifications and performance requirements. The City shall be the sole judge of equivalency.

Prohibited Telecommunications Equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou, Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)

This contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended (12 U.S.C. §1701u), must include "the Section 3 clause" pursuant to 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 Clause:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

BID FORM

To: The City of Key West

Address: 1300 White Street, Key West, Florida 33040

Project Title: CDBG-MIT- Tide Valve Stormwater Improvements
ITB #26-007

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

Company Name: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

Contact Name & Telephone #: Kevin Shemwell; (770) 969-4040

Email Address: kevin.shemwell@reynoldscon.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 successful Bidder agrees that, if this bid is accepted, they will, within ten (10) working days, excluding Sundays and legal holidays, after receiving the Notice of Award, sign and return the Contract in the form annexed hereto, or as may be mutually agreed upon during any negotiation process, and deliver it to the City. At that time, the Bidder shall also provide to the City examples of the Performance Bond and Payment Bond as required in the Contract Documents, the required Certificate of Insurance (COI), and evidence of holding any necessary licenses and certificates.

Furthermore, the Bidder agrees that, to the extent of their bid, they will furnish all machinery, tools, apparatus, and other means of construction, and will perform all work and provide all materials necessary to complete the work as specified or indicated in the Contract Documents.

If any modifications to the contract are made during the negotiation process, the City will issue a revised version of the Contract to the Bidder along with the Notice of Award. The Bidder shall have ten (10) working days to review, sign, and return the revised Contract, along with the required documentation as outlined above.

Within ten (10) working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will execute the Contract by signing it. Execution of the Contract will be

deemed complete upon signatures from both parties.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish to 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 365 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 rate of \$500 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

The City reserves the right to recover any liquidated damages by deducting the amount owed from the final payment or any retainage held by the City.

ADDENDA

The Bidder hereby acknowledges that they have received Addenda No's. 1, 2,

 , , , , , , , , , ,
(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 hereby proposes to accept, as full and complete compensation for the work described herein, the amounts calculated in accordance with the provisions of the Contract Documents and based on the following individual lump sum amounts. The Bidder affirms that each lump sum amount accurately reflects the total cost of labor, materials, equipment, and all associated overhead and profit required to perform the specified work as outlined in the Contract Documents.

Bidders are further advised that the General Allowance included in the bid is intended solely to cover unforeseen conditions. Use of these funds is subject to prior written approval from the City and shall not be expended at the Bidder's discretion.

[Remainder of page intentionally left blank]

BID PROPOSAL FORM

All bid prices submitted in this proposal shall include the full cost of labor, equipment, materials, disposal, and the Bidder's overhead and profit. The pricing for each line item is intended to contribute to a comprehensive total, representing the complete and satisfactory execution of the project. All work required, including incidental costs, shall be accounted for within the scheduled items of the contract; no separate or additional payment will be made for work not specifically itemized

The Bidder shall submit a Schedule of Values with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder may be considered non-responsive if Schedule of Values is not included in the Bid package.

Item No.	Description	Amount
1	Mobilization, General/Supp Conditions and Demobilization(10% of Construction Cost Max.)	\$ 90 , 000
2	Payment and Performance Bonds	\$ 78 , 000
3	Permit Fees Allowance (paid at cost)	\$10,000
4	Fort Street – Demolition, Triple Chamber Baffle Box, 48” Checkmate, 20 LF-36” Piping, Asphalt restoration.	\$375 , 000
5	Greene Street – Demolition, Vault Hatch, 24” Checkmate, Surface restoration	\$135 , 000
6	Jose Marti – 42” Checkmate, Valve Vault, 42” Connection Piping, 24” Checkmate, Surface Restoration	\$550 , 000
7	George Street – Triple Chamber Baffle Box, Waterline Relocation, 48” Checkmate, 48” connection piping, Surface Restoration Remove and Replace 60” x 56” Type – J Grated Catch Basin	\$620 , 000
8	Fourth Street – Demolition, Valve Vault, 36” Checkmate, 24” and 36” connection piping, Surface Restoration	\$245 , 000
9	Sixth St. & Patterson Ave. – Demolition, Valve Vault, 24” Checkmate, Connection Piping, Surface Restoration	\$160 , 000
10	Tenth Street / Winn Dixie – Demolition (manhole, endwall), clearing and grubbing, new manhole, 60” Checkmate, 60” connection and outlet piping, Flared end outlet, surface restoration	\$430 , 000
11	Eleventh St & Riviera – 42” Checkmate, Connection piping, surface restoration	\$105 , 000
12	Kennedy Dr & Riviera Dr. – Demolition, new catchbasin, 10” checkmate, 10” and 6” connection piping, surface restoration	\$145 , 000
13	Riviera St & Riviera Dr. – 48” Checkmate, Connection Piping, surface restoration	\$155 , 000
14	17 th St & Riviera Dr & Sunrise Dr – Demolition, new Catch Basin, 14” Checkmate, 12’ and 14” connection piping, surface restoration	\$112 , 000

Item No.	Description	Amount
15	18 th St & Sunrise Dr – New Valve vault, 42” Checkmate, 2-14” checkmates, connection piping, surface restoration	\$295,000
16	19 th St & Donald Ave – Demolition, 2-New Catch Basins, 2-12” Checkmates, Connection Piping, surface restoration	\$160,000
17	Venetian Dr – Demolition, New Catch Basin, 18” Checkmate, Connection piping, surface restoration	\$90,000
18	Jamaica Dr – Demolition, New Catch Basin, 18” Checkmate, Connection piping, surface restoration	\$85,000
19	Bahama Dr – Demolition, New Catch Basin, 18” Checkmate, Connection piping, surface restoration	\$85,000
20	Linda Ave. – Demolition New 42” Pipe W/42” Checkmate Surface Restoration	\$155,000
---	Lump Sum Total – Tide Valve Improvement Project (Must included all costs for labor, equipment, and materials to complete the project)	<u>\$4,080,000.00</u>

LUMP SUM TOTAL (Lines Items 1-20):

\$ 4,080,000.00

In Words: Four Million Eighty Thousand Dollars & Zero Cents

List items to be performed by Bidder’s own forces and the estimated total cost of these items:

Item Description	Cost
Maintenance of Traffic	\$ 95,000.00
Demolition and Area Preparation	\$ 480,000.00
Excavation and De-watering	\$ 385,000.00
Demo, Disposal of Existing Structures	\$ 245,000.00
Installation of Vault/Structures	\$ 590,000.00
Furnish, Install Valve	\$ 1,170,000.00
Pipe Furnish, Modifications, Installation	\$ 255,000.00
Furnish, Install Structures, Gratings, Hatches	\$ 570,000.00
Site Restoration	\$ 70,000.00
	\$ _____

Payment for materials and equipment authorized by the Engineer in a written Change Order but not listed above will be provided at the supplier’s invoice plus 10%.

[Remainder of page intentionally left blank]

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:

Florida Fence Corporation
Name

161 Georgia Avenue, Tavernier, Florida, 33070
Street City State Zip

Flotech Environmental, LLC
Name

657 South Drive, Suite 401, Miami Springs Florida, 33166
Street City State Zip

Paver Dave
Name

P.O. Box 420774 Summerland Key Florida, 33042
Street City State Zip

Rose Paving
Name

6301 West Sunrise Boulevard, Sunrise, Florida, 33313
Street City State Zip

SURETY

Traveler's Casualty and Surety Company of America whose address is

1 Tower Square, Hartford, CT, 06183
Street City State Zip

BIDDER

The name of the Bidder submitting this bid is

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

300 East Broad Street, Fairburn, GA, 30213

Project Name and Location	Notice To Proceed	Completion Date	Contract Amount	Description	Owner	Engineer
Marathon Distribution Pump Station Ph 1 Marathon, FL	10/28/2024	5/28/2025	\$3,898,950	This project is part of a 3-phase expansion to an existing water treatment facility. The scope of work includes the demolition of an existing .5 MGD tank and replacing it with two new elevated concrete structures. One structure is to hold a premanufactured pump station the other is to hold an owner supplied generator.	Florida Keys Aqueduct Authority 1100 Kennedy Dr Key West, FL 33040 Emmy McDowell 305-296-2454	Baxter & Woodman 1601 Forum Place, Suite 400 West Palm Beach, FL Aaron Cutler 561-655-6175 acutler@sfenineeringservicesinc.com
Mayport PS Rehab Jacksonville, FL	12/14/2023	1/31/2026	\$7,371,338	This project consists of the rehabilitation of three pump stations, performing site improvements, SCADA monitoring, providing and installing a new generator, fuel tank, and automatic transfer switch. Also included in the work is replacing the concrete slab to accommodate proposed duplex pump stations, reline the wet wells, and provide bypass pumping during the pump station outages.	American Water Military 1 Water Street Camden, NJ 08102 Michael Digilio, PM 845-667-1177 Michael.Digilio@amwater.com	Ramboll 10 Cadillac Drive, Suite 360 Brentwood, TN 37027 Gaines Barry, Sr. PM 615-277-7503 gbarry@ramboll.com
WRF UV Contact Tank Rehab & Digester Key Colony Beach, FL	10/8/2024	12/31/2025	\$798,150	The Project consists of: temporary tankage with associated components to allow bypassing of the City's existing UV Contact Tank (design, procurement, installation, and demolition/removal of system); existing UV Contact Tank removal; installation of 28,978 welded stainless steel replacement UV Contact Tank with interior and exterior coatings; replacement of all existing control systems (ultrasonic level detector, transducers, floats, etc.); miscellaneous restoration; and other improvements.	City of Key Colony Beach 600 W. Ocean Drive Key Colony Beach, FL 33051 Jason Shepler 305-289-1212	Mittauer & Associates, Inc. (Now CPH) 580 Wells Road Orange Park, FL 32073 904-278-0030
Mayport Sewer System Rehab Jacksonville, FL	1/25/2024	12/31/2025	\$6,821,778	This project consisted of approximately 27,000 linear feet of cured-in-place pipe (CIPP) installation, ranging in diameter from 8 inches to 24 inches. In addition, rehabilitation work was performed on 200 existing manholes, which will be lined with an epoxy coating system to enhance durability and extend service life.	American Water Military 1 Water Street Camden, NJ 08102 Michael Digilio, Capital Projects Manager 845-667-1177 Michael.Digilio@amwater.com	N/A
KWRU Blower & Electrical Key West, FL	12/1/2024	11/26/2025	\$1,642,582	The project involves the installation of three new rotary screw blowers (two duty and one spare) equipped with Variable Frequency Drives. To accommodate the owner supplied blowers, the existing concrete platform will be extended with a reinforced foundation and platform. Approximately 250 linear feet of 6 inch 316 stainless steel schedule 10 air piping will be installed in two trains to serve the east and west treatment tanks, with efforts being made to minimize operational disruptions. The project also includes a comprehensive SCADA system upgrade to integrate new blowers and enhance remote monitoring, control, and data collection.	Key West Resort Utilities 6630 Front Street Stock Island, FL 33040 Christopher Johnson & Greg Wright 305-295-3301 info@kwruc.com	Weiler Engineering Corporation 6805 Overseas Highway Marathon, FL 33050 Steve Suggs 305-289-4161 ssuggs@weilerengineering.org
Key Largo Filtration Key Largo, FL	5/1/2023	10/31/2025	\$2,208,574	The Key Largo Wastewater Treatment District intends to install a third disc filtration unit to treat its effluent prior to disinfection and disposal. The facility currently has two disc filter units. The third unit will be added to increase throughput and to provide additional reliability. The work includes installation of the new disc filter, including foundation, platform and filtration unit. All associated work needed to provide a fully functional system, including installation of 18" and 20" ductile iron pipe, replacement of booster pump, elevated concrete platform, and electrical work.	Key Largo Wastewater District 103355 Overseas Highway Key Largo, FL 33037 Peter Rosasco 305-451-4019 peter.rosasco@klwtd.com	Weiler Engineering Corporation 6805 Overseas Highway Marathon, FL 33050 Jessica Huff O: 305-289-4161 C: 814-577-3418 jhuff@weilerengineering.org
Key Largo Wastewater Treatment District Vacuum Stations Modifications Key Largo, FL	5/19/2023	7/7/2025	\$2,658,900	The Key Largo Wastewater Treatment District is performing capital upgrades of its vacuum pump stations to allow emergency operation using a trailer-mounted vacuum pump skid and control panel. Upgrades will take place at all 7 pump station locations.	Key Largo Wastewater District 103355 Overseas Hwy Key Largo, FL 33037 Peter Rosasco 305-451-4019 peter.rosasco@klwtd.com	Weiler Engineering Corporation 6805 Overseas Hwy Marathon, FL 33050 Stephen Suggs O: 305-289-4161 C: 941-323-1787 ssuggs@weilerengineering.org
Richard A Heyman Environmental Protection Facility: RAS & WAS Pump System Replacement Key West, FL	7/26/2023	6/30/2025	\$3,723,791	This project will include the removal and replacement of the pumps, valves, plumbing, and meters. As well as, VFD's instrumentation, controls, and supports for the WAS and RAS system.	City of Key West 1300 White Street Key West, FL 33040 Matt Willman, Utilities Director 305-809-3721 mwillman@cityofkeywest-fl.gov	Black & Veatch 2121 Ponce de Leon Blvd, suite 305 Coral Gables, FL 33134 Ian McDowell 305-809-3753 CIMcDowell@cityofkeywest-fl.gov
Kermit H Lewin RO Key West, FL	5/2/2022	12/20/2024	\$8,142,448	Construction of an emergency standby electrical power generation facility consisting of two Tier 2 rated, high-speed emergency engine generators. Each generator will be furnished with an exhaust silencer, protected-type day tanks to be located in separate sprinkled rooms with remote pumps to supply fuel to the engine-generators. The generators will be protected against a 500-year flood event by locating the generators inside a raised building, at an elevation outside the Special Flood Hazard Area (SFHA).	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33040 David Hackworth 305-296-2454 dhackworth@fkaa.com	Black & Veatch 2121 Ponce de Leon, Suite 305 Coral Gables, FL 33145 Rafael Frias, PE O: 913-458-2000

Project Name and Location	Notice To Proceed	Completion Date	Contract Amount	Description	Owner	Engineer
Marathon Area 7 Marathon, FL	7/1/2023	12/19/2024	\$1,236,413	This is a filtration/ filter project. The construction of this project consists of upgrades to the filters and static screen at the Area 7 WWTP. The upgrades include the installation of two-disc filters and a metal platform. Modification to the existing headworks platform as well as the purchase and installation of a new static screen will occur.	9805 Overseas Hwy Marathon, FL 33050 Dan Saus, Utilities Director O: 305-743-0033 C: 305-289-5009 Sausd@ci.marathon.fl.us	6805 Overseas Hwy Marathon, FL 33050 Steve Suggs O: 305-289-4161 C: 941-323-1787 ssuggs@weilerengineering.org
Marathon WWTP Chemical System Upgrades Marathon, FL	1/24/2022	9/27/2024	\$2,869,923	The City of Marathon's Utilities Department performed capital upgrades on chemical feed systems for the 5 wastewater treatment facilities located in the City. These chemical feed systems include pumps and controls for feed of sodium hydroxide, alum, sodium hypochlorite. Underground chemical feed lines were installed to the locations of various injection points throughout the WWTP.	City of Marathon 10335 Overseas Hwy Marathon, FL 33050 Dan Saus O: 305-743-0033 C: 305-289-5009 Sausd@ci.marathon.fl.us	Weiler Engineering Corporation 6805 Overseas Hwy Marathon, FL 33050 Steve Suggs O: 305-289-4161 C: 941-323-1787 ssuggs@weilerengineering.org
Sigsbee Wastewater Lift Station Replacement Dredger's Key Key West, FL	10/20/2021	7/23/2023	\$2,719,594	Reynolds worked on a design to allow the existing wet well / pump station to stay in service while operating the new wet well to assure pumping capacity and operations. Underground influent and effluent pipes ranging in size of 4" to 12" were relocated, replaced and tied in during shutdown sequencing.	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33040 David Hackworth, PE-Director of Capital Projects 305-295-2151 dhackworth@fkaa.com	Carollo Engineers 2056 Vista Parkway, Suite 400 West Palm Beach, FL 33411 Chris Reinbold 561-868-6400 creinbold@carollo.com
NAS Key West Boca Chica Field - West Fire Pumping Station Key West, FL	9/14/2021	2/24/2023	\$1,159,876	The project primarily consisted of replacing three fire pumps and motors (2 diesel, 1 electrical), process piping, associated carbon steel piping for upgrades to the fuel systems, water piping and underground (UG) steel fuel storage tank piping / valves at the West fire pumping stations.	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33040 David Hackworth 305-295-2152 dhackworth@fkaa.com	CPH, Inc. 1992 SW 1st Street Miami, FL 33135 Kyle M. Bechtelheimer, PE 305-274-4805 kbechtelheimer@cphcorp.com
Marathon Area 3, 4, & 5 WWTP Upgrades Marathon, FL	1/3/2017	1/21/2022	\$9,000,618	Area 3: Replacement of an existing disc filter with a new disc filter, modification to existing screenings equipment, installation of a new equalization basin and replacement of existing blowers with new ones. Area 4: Installation of a new disc filter and rehabilitation of existing sand filters Area 5: Upgrade to the MBR system, installation of a new screening system with free standing elevated steel platform, along with multiple pump and piping upgrades. The pumps were dry pit installation.	City of Marathon 9805 Overseas Hwy Marathon, FL 33050 Dan Saus, Utilities Director O: 305-743-0033 C: 305-289-5009 Sausd@ci.marathon.fl.us	Weiler Engineering Corporation 6805 Overseas Hwy Marathon, FL 33050 Steve Suggs O: 305-289-4161 C: 941-323-1787 ssuggs@weilerengineering.org
Big Coppitt WWTP Tertiary Filtration Improvements Key West, FL	9/15/2020	6/11/2021	\$784,765	Two (2) membrane disk filters were installed which involved a coordinated shutdown that included the installation of 10" PVC pipe, flowmeters and chemical injection relocation. All electrical and Instrumentation and controls upgrades were performed under the supervision of Reynolds.	Florida Keys Aqueduct Authority 1100 Kennedy Drive, Suite 307 Key West, FL 33040 David Hackworth, PE 305-296-2454 dhackworth@fkaa.com	CPH, Inc. 1992 SW 1st Street Miami, FL 33135 Kyle Bechtelheimer, PE 305-274-4805 kbechtelheimer@cphcorp.com
Historic Miramar Infrastructure Phase 3 Miramar, FL	7/24/2017	3/31/2021	\$21,265,543	The total project area covers approximately 211 acres and included adding drainage, gravity sewer, watermain, forcemain, septic to gravity sewer conversions, asbestos pipe removal, and a lift station that serves over 700 residents. 125 Sewer Structures. Lift Station: Tremie Method of installation 32' feet deep Asbestos Pipe Removal: 10,300 Linear Feet Pipe Grouting: 8,674 Linear Feet	City of Miramar 13900 Pembroke Road Miramar, FL 33027 Ronnie Navarro, Assistant Utilities Director 954-883-6825 954-883-5845 rsnavarro@miramarfl.gov	AECOM 2 Alhambra Plaza, Suite 900 Coral Gables, FL 33134 Everette Lopez, Project Manager Gino Mora, Engineering Inspector P 305-444-4691

FLORIDA BID BOND

BOND NO. N/A

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

KNOW ALL MEN BY THESE PRESENTS, that _____

Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

Hereinafter called the Principal, and Travelers Casualty and Surety Company of America

_____ a corporation duly organized under the laws of the State of Connecticut

having its principal place of business at One Tower Square, Hartford

_____ in the State of Connecticut

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 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 present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting his or its bid for **ITB # 26-007 / CDBG-MIT Tide Valve Stormwater Improvements** 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 26-007 / CDBG-MIT Tide Valve Stormwater Improvements

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 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 9th day of June, 2026.

Principal Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

By 
Kevin Shemwell; Executive Vice President

STATE OF Georgia)
: SS
COUNTY OF Fulton)

Travelers Casualty and Surety Company of America

Surety

By 
William A. Kantlehner, IV, Attorney-in-Fact





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

POWER OF ATTORNEY


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 the Companies do hereby make, constitute and appoint **Andrea Cortes, Elizabeth Dawson, Monica A. Kaiser, William A. Kantlehner III, William A. Kantlehner IV, Thomas J. Mitchell, Ryan P. Mitchell, S. Annette Mullet, Christopher E. von Allmen, and Andrew G. Windhorst** of Louisville, KY, their true and lawful Attorney(s)-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 **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **June**, **2026**




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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Duval)

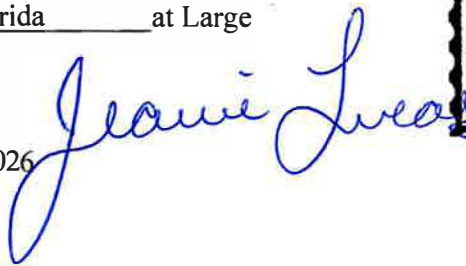
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Kevin Shemwell; Executive Vice President

Sworn and subscribed before me this 9th day of June, 2026.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/14/2026





NON-COLLUSION AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Duval)

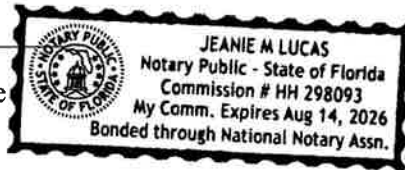
I, the undersigned hereby declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the bid is made without any connection or collusion with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

By: 
Kevin Shemwell; Executive Vice President

Sworn and subscribed before me this

9th day of June, 2026.


Jeanie Lucas
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 8/14/2026

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 _____
CDBG-MIT- Tide Valve Stormwater Improvements

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 East Broad Street, Fairburn, GA 30213

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-5314996

(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 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).

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.)

KSLL

(Signature) Kevin Shemwell; Executive Vice President

June 9th, 2026

(Date)

STATE OF Florida

COUNTY OF Duval

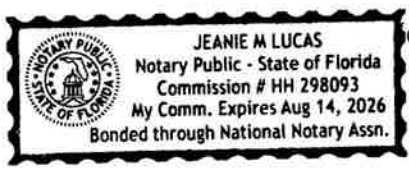
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 9th day of June, 2026.

My commission expires: 8/14/2026

Jeanie Lucas
Jeanie Lucas 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.

Bidder: Reynolds Construction, LLC Reynolds Construction of Florida, LLC

300 East Broad Street, Fairburn, GA 30213
Address


Signature

Kevin Shemwell
Print Name

Executive Vice President
Title

DATE: June 9th, 2026



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Duval)

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.

By: *K Shemwell*
Kevin Shemwell; Executive Vice President

Sworn and subscribed before me this

9th Day of June, 2026.

Jeanie Lucas
Jeanie Lucas
NOTARY PUBLIC, State of Florida



My Commission Expires: 8/14/2026

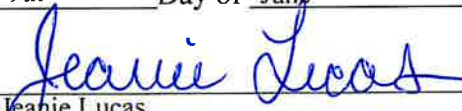
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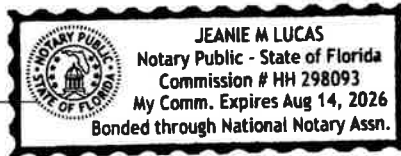
STATE OF Florida)
 : SS
COUNTY OF Duval)

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.

Sworn and subscribed before me this

9th Day of June, 2026.


Jeanie Lucas



NOTARY PUBLIC, State of Florida at Large

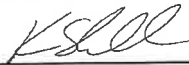
My Commission Expires: 8/14/2026

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: Reynolds Construction, LLC dba Reynolds Construciton of Florida, LLC
Vendor FEIN: 81-5314996
Vendor's Authorized Representative Name and Title: Kevin Shemwell; Executive Vice President
Address: 300 East Broad Street
City: Fairburn State: GA
Zip: 30213
Phone Number: (770) 969-4040
Email Address: Kevin.shemwell@reynoldscon.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: Kevin Shemwell; Executive Vice President
Print Name Print Title
who is authorized to sign on behalf of the above-mentioned company.
Authorized Signature: 

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT

FOR LABOR OR SERVICES

Entity/Vendor Name: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

Vendor FEIN: 81-5314996

Vendor's Authorized Representative: Kevin Shemwell; Executive Vice President
(Name and Title)

Address: 300 East Broad Street

City: Fairburn State: GA Zip: 30213

Phone Number: (770) 969-4040

Email Address: kevin.shemwell@reynoldscon.com

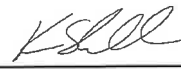
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

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

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening 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 threatening 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: Kevin Shemwell, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: Kevin Shemwell

Title: Executive Vice President

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, **it is the responsibility of the Awarded Vendor to 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.

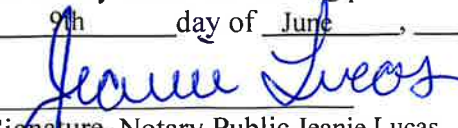
6/9/2026
Date


(Signature of Authorized Representative)
Kevin Shemwell; Executive Vice President

State of Florida,
County of Duval,

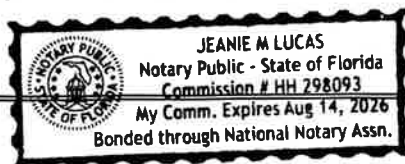
Personally Appeared Before Me, the undersigned authority, Kevin Shemwell who, being personally know or having produced his/her signature in the space provided above on this

9th day of June, 2026.


Signature, Notary Public Jeanie Lucas

8/14/2026
Commission Expires

Stamp/Seal:



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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date:	
Federal Use Only:		Authorized for Local Reproduction 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 sub awardee 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 implementation 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 sub awardee, e.g., the first sub awardee 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 "Sub awardee," 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).
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. (a) 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.

(b) 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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Subcontractor Covered Transactions

(1) The prospective subcontractor, Not Applicable 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:

By: _____

Signature

Name and Title

Street Address

City, State, Zip

Date

Sub-Recipient's Name

DEM Contract Number

FEMA Project Number

LICENSE REQUIREMENT AND COST

A City of Key West License is required for this Project. Contractors must be general contractor or a building contractor.

Cost Not To Exceed \$410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractors must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

<https://www.cityofkeywest-fl.gov/476/Contractor-Licensing-Information>

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 are thoroughly read and understood.
2. All blank spaces in bid filled in, using black ink or typewritten.
3. Total and Item/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 the volume entitled "Bidding Requirements" and "Contract Forms", 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.



ADDENDUM NO. 1
CDBG-MIT-Tide Valve Stormwater Improvements
ITB 26-007

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

- 1. Clarification:** [No Changes]
- 2. Changes to Submission Requirements:** [No Changes]
- 3. Updates to Project Timeline:**
 - 1)** The City of Key West is extending the deadline for responses to Requests for Information (RFIs) from May 27, 2026, to May 28, 2026, at 3:00 p.m. local time. This extension is intended to allow the City sufficient time to review and respond to all questions submitted by bidders in connection with the solicitation.
- 4. Responses to Questions:** [No Change]
- 5. Additional Resources:** [No Changes]



Signature

Reynolds Construction, LLC dba
Reynolds Construction of, FL LLC

Name of Business



ADDENDUM NO. 2
CDBG-MIT-Tide Valve Stormwater Improvements
ITB 26-007

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

- 1. Clarification:** [No Changes]
- 2. Changes to Submission Requirements:** [No Changes]
- 3. Updates to Project Timeline:** [No Changes]
- 4. Responses to Questions:**
 - 1) Will all bid questions submitted by all contractors be posted and answered by the Owner / Engineer?
 1. All questions received within the deadlines listed in the ITB will be answered and published via addendum.
 - 2) Please confirm the Engineer / Owner's estimate for the project.
 1. Pursuant to federal procurement guidelines applicable to this project, the engineer's estimate is confidential pre-award information and will not be released prior to bid opening to protect the integrity of the competitive bidding process.
 - 3) Please indicate what the determinations are for the bid alternates for the cure-in-place piping. Is the determination made pre-award, and/or post field inspections?
 1. If you are referring to the Dissimilar pipe connections, they will be evaluated for watertightness and longevity. Industry standard materials and methods are acceptable.
 - 4) Will you please confirm if there is an Owner/Engineer pre-bid meeting?
 1. Mandatory pre-bid / site visit(s) were not deemed necessary due to the low complexity of the project. Contractors are encouraged to visit sites as identified in the contract documents as they deem necessary.

- 5) Will you please confirm if there is a mandatory site visit
 1. See previous question concerning pre-bid.

- 6) Please confirm if there are any unique / special requirements for construction that must be considered. Dates that construction may not occur, or dates work must be completed. Specifically, if there are school “in-service” considerations, school busing considerations, or similar.
 1. There are no work time constraints beyond those identified under City Ordinance.
 2. For work detailed on sheet C-203, Jose Marti Drive, Contractor will need to coordinate work / traffic control specifically with Monroe County School Board.
 1. All sites will require City Right of Way permits.
 3. The order in which the various sites will be constructed will be discussed and scheduled during pre-construction planning.

- 7) Contract Drawing - C-212, Please provide a detail of the two (2) new 14” in-line valves / structural tie-in as it appears as if they are not currently identified in either detail.
 1. These valves are installed within the pipe barrel. Connections will be bell/spigot or dissimilar connection on one side, and a standard pipe structure penetration on the other.
 1. Alternatively, upstream or downstream face flanged valves can also be installed. These slide in the pipe barrel and bolt to the face of the structure/wall. See manufacturers website for options.

- 8) Contract Drawing – C-204 – Please provide a detail for ST-502.
 1. See FDOT Type J structure, 60"x56" to be confirmed.

- 9) On the corner of Greene Street and Elizabeth Street, the scope of work details a hatch. The structure appears to be a steel frame and a steel lid, not an actual “hatch”. Please confirm if the steel frame / lid should be replaced. Additionally, please provide a specification.
 1. Owner anticipates that the top of this structure will need to be demolished to create space required to install new valve.
 2. For new hatch, see detail 5 sheet C-302

- 10) It appears as if the “Checkmate Valve” terminology, and the “Flanged Checkmate Valve” terminology is utilized interchangeably between plan drawing(s) and section drawing(s) on the construction plans. Often times interchangeable even on the same location between the respective details. Please confirm if all valves shall be “Flanged” or a style of “In-Line”/“Slip-in”.
 1. The intent was to use Flanged valves in locations that did not require excavation or new structures, with the thought that they would install easier (especially those locations adjacent to a sea wall). Ultimately, the City is more concerned with the performance

of the valve and expects the flanged and slip-in valves to perform identically. Contractors may use flanged and/or slip-in interchangeably at their discretion.

1. It is advisable to become familiar with installation methodology/requirements, and understand how that affects other work, before choosing one over the other.

11) Should the pipe connections labeled as “dissimilar” also be encased in concrete? If so, please provide a detail.

1. Absolutely. See Sheet C-302 detail 2.

12) Please confirm if a pre-inspection was completed for the bid alternate lines.

1. There are no "bid alternate" line items in the bid form

13) As part of the bid alternate(s) with a select method of pipe lining, please confirm if a Pre-CCTV line inspection shall occur. If there are pipe damages there is no way of knowing this prior to the bid. Please confirm damages, roots and similar may require a post bid contractual addition.

1. There is no proposed pipelining in this project.
2. No CCTV is planned nor required.
3. Existing damage to infrastructure such as pipe collapse, root intrusion, etc. would be considered a Changed Condition. Work not already included in this contract that the City may ask the awarded contractor to remedy, would be handled via contract change order.

14) Can Wastop inline check valves from Wapro be an approved equivalent to the Tideflex check valve?

1. Yes the city will consider "or approved equal", see ITB page 28 CFR 200.319(c) Brand Name.

15) Plans call for “XX” UPSTREAM FLANGED CHECKMATE VALVE” but details show a slip in model. Please confirm if a flanged end valve or full slip in model would be needed.

1. The intent was to use Flanged valves in locations that did not require excavation or new structures, with the thought that they would install easier (especially those locations adjacent to a sea wall). Ultimately, the City is more concerned with the performance of the valve and expects the flanged and slip-in valves to perform identically. Contractors may use flanged and/or slip-in interchangeably at their discretion.
2. It is advisable to become familiar with installation methodology/requirements, and understand how that affects other work, before choosing one over the other.

16) Will you accept Proco Products as an alternative to the Tideflex Checkmate? If so can you please release an addendum stating this?

1. Yes the city will consider "or approved equal", see ITB page 28 CFR 200.319(c) Brand Name.

17) Please confirm that 01 00 00 – 10, Part 7.1 B. is applicable for the contractor provided routing, will not be impacted and will not be included with the contract.

1. Legible redlines on a clean drawing set are acceptable as-builts for this project.

18) Provided that there are no significant pipe installations or pipe run, please confirm that 01 45 23 – 3 – 3.3 A., 3.3 B, 3.3.B. are not applicable.

1. Confirmed. Hydrostatic testing will not be required.

19) Please provide a bid form, bid documents that reflect and/or determine the bid alternatives.

1. Bid form contained in ITB document is accurate. Each line item is a single location, and each line should include all costs to complete work as shown on the corresponding drawing. There are no Bid Alternates contained in the ITB.

1. If you are referring to "brand name" alternates, please see CFR 200.319(c) BRAND NAME, reproduced on page 28 of the ITB.

20) Please clarify what the contractor is to remove if road debris, biodegradable (leaves) debris or other materials are blocking the line or creating a backup if backup is well beyond the work area.

1. Awarded contractor will be responsible for pipe cleaning as needed to perform the work, as well as cleaning any debris that may enter the open pipe during construction.

1. If significant debris is discovered/present outside the contractors' work area, city staff will Jet and Vacc as necessary.

21) In the matter of 33 41 01 – 5, 3.6 A – Final Storm Sewer Cleaning

This specification is extremely broad, please define the number of lines and approximate LF of cleaning that shall occur at each area of work. If the Engineer is unable to define the LF of cleaning and the individual downstream lines at a selected location, please provide a unit price for line cleaning.

1. Contractor shall include costs for line cleaning in each location line item.

22) Please define the word "all" in the sentence of "...completely flush or clean all parts of the system."

1. Contractor will be required to clean piping necessary to complete the work, as well as removing sediment/debris that enters the system during construction activities. Existing debris/sediment shall be brought to the attention of the City, and City staff will address cleaning piping and structures outside the site work area(s).

23) This specification is extremely broad, please define the number of lines and approximate LF of cleaning that shall occur at each area of work. Provided that the project will last approximately eight (8) months, please confirm if the contractor is actually required to reclean the areas of work that may have been installed and accepted. Seeing that Area #1 may have been completed six (6) months or so prior to the completion of the last work area, is the contractor actually responsible for recleaning a line that will have gone through the fall season. Insofar, that the other lines (that are not identified as a work area) that will certainly contain debris will feed into the areas of work that are constructed and "accepted" from earlier in the project.

1. City will consider each location as its own project, such that once a site has been completed and accepted by City, the Contractor will not be required to revisit that location. Individual site "final completion" certificates can be issued to assist with documenting site completion dates.

5. Additional Resources: [No Changes]



Signature

Reynolds Construction, LLC dba
Reynolds Construction of FL, LLC

Name of Business



AEC Details

City of Key West

Registration Number
AEC35874

Company: **REYNOLDS CONSTRUCTION OF FLORIDA LLC DBA REYNOLDS CONST LLC,**

Phone 1: **(877)770-0127**

Status: **ACTIVE**

Address: **SHEMWELL KEVIN D. (QUALIFIER) City, State ZipCode: ORLEANS, IN 47452**

Phone 2: **(678)231-5350**

Issued: **6/15/2023**

Type: **CONTRACTOR DBPR STATE CERTIFIED**

Subtype: **GENERAL CONTRACTOR**

Phone 3:

Expires: **12/31/2099**

Website:

Email: **joshua.vondersaar@reynoldscon.com**

Fax:

Trust Account No. **CTAAEC35874**

Business Agency:

Business No.

Bus Lic Issued:

Bus Lic Expires:

Notes:

INSURANCE

NAMETYPE	CARRIER	CARRIER PHONE	POLICY NO	POLICY ISSUE	POLICY EXPIRE
LIABILITY			VTNCO4\$965689PHX23	6/15/2023	4/28/2024
WORKERS COMP			UB2T8479022325R		4/28/2024

CONTACTS

NAMETYPE	NAME	ADDRESS1	CITY	STATE	ZIP	PHONE	FAX	EMAIL
QUALIFIER- CONTRACTORS ONLY	SHEMWELL KEVIN D							

CHRONOLOGY ACTIONS

ACTION TYPE	ACTION BY	ACTION DATE	COMPLETED DATE
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FINANCIAL INFORMATION

DESCRIPTION	QUANTITY	PAID DATE	AMOUNT	PAID BY	PAY METHOD	ACCOUNT
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TRUST ACCOUNT

TRANSDATE	USERID	DESCRIPTION	AMOUNT	PAID BY	DATE POSTED	RECEIPT NO	PAY METHOD	CHECK NO	COMMENTS
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**2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026**

Business Name: REYNOLDS CONSTRUCTION LLC

RECEIPT# 30140-119423

Owner Name: LES ARCHER, KEVIN SHEMWELL
Mailing Address: 6225 N COUNTY RD 75E
ORLEANS, IN 47452

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 877-770-0127
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 5

STATE LICENSE: CGC1523303

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-24-00080711 07/08/2025 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, 2026

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RECEIPT# 30140-119423

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Paid WRB-24-00080711 07/08/2025 20.00

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 April 21, 2026; 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 April 21, 2026, 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 April 21, 2026; 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	Randolph E. Tummers	— Vice President
Leslie F. Archer	— President	Jeffrey P. Berning	— Vice President
Scott E. Huber	— Executive Vice President	Joshua R. Vondersaar	— Vice President
Michael P. Burton	— Executive Vice President	Eduardo Medina	— Vice President
Adam K. Ralph	— Executive Vice President	Greg Slone	— Vice President
Kevin D. Shemwell	— Executive Vice President	Danielle Bailey	— Controller
Eric Griffin	— Executive Vice President	Jeanie M. Lucas	— Assistant Secretary
Elizabeth L. Smith	— Executive Vice President and Secretary	Jon D. Kinney	— Assistant Secretary
John R. Chase	— Vice President	Freddye Churbock	— Assistant Secretary
William R. Ryon	— Vice President	Stephanie A. Keffer	— 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 Arkansas, LLC
Reynolds Construction of Arizona, LLC
Reynolds Construction of Delaware, LLC
Reynolds Construction of Florida, LLC
Reynolds Construction of Georgia, LLC
Reynolds Construction of Indiana, LLC
Reynolds Construction, LLC of Louisiana
Reynolds Construction, LLC of Michigan
Reynolds Construction of Mississippi, LLC
Reynolds Construction of Missouri, LLC

Reynolds Construction of Montana, LLC
Reynolds Construction of Nebraska, LLC
Reynolds Construction of New Jersey, LLC
Reynolds Southwest, LLC
Reynolds Construction of New York, LLC
Reynolds Construction of Pennsylvania, LLC
Reynolds Lone Star Construction, LLC
Reynolds Construction of Utah, LLC
Reynolds Construction of Washington, LLC
Reynolds Construction of West Virginia, LLC

IN WITNESS WHEREOF, Elizabeth L. Smith has hereunto set her hand this 21st day of April, 2026.



Elizabeth L. Smith – Executive Vice President and Secretary

Reynolds Construction, LLC

6225 N County Road 75 E Orleans, IN 47452