

## BID FORM

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

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

Company Name: Island Villa Construction LLC

Contact Name & Telephone #: Deborah Esslinger 305-664-8900

Email Address: GC@islandvilla.com

### **BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

### **CONTRACT EXECUTION AND BONDS**

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

### **CERTIFICATES OF INSURANCE**

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

### **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

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

### **LIQUIDATED DAMAGES**

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

### **ADDENDA**

The Bidder hereby acknowledges that they have received Addenda No's. #1, #2 (Geotechnical Exploration), #3, and #4 (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that their bid(s) includes all impacts resulting from said addenda.

### **SALES AND USE TAXES**

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

### **LUMP SUM ITEMS**

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

(This space intentionally left blank)

**Phase One Southernmost Seawall Project:**

**BID PROPOSAL FORM**

No	Work Description	Unit	Unit Price	Total
1	Mobilization & Demobilization	LS	\$207,584.10	\$207,584.10
2	Demolition and Replacement of Seawall and Seawall Cap	LS	\$245,892.43	\$245,892.43
3	Installation of Seawall Protection RIPRAP Including Excavation	LS	\$238,524.59	\$238,524.59
4	Permits	LS	\$62,711.99	\$62,711.99
5	Removal and Reinstallation of Navy Base Fence and Setup of a Temporary Security Fence Around Project Site	LS	\$18,944.97	\$18,944.97
6	Installation of New Fence	LS	\$12,560.62	\$12,560.62
7	New Foundation and Flowable Fill Behind the Seawall and Under All Sidewalks	LS	\$389,154.73	\$389,154.73
8	Protection and or Relocation of Other Statutes, Signage and Historic Artifacts	LS	\$38,062.85	\$38,062.85
9	Concrete Repairs to the Cable Hut	LS	8,724.94	8,724.94
10	New Sidewalk with Decorative Finish	LS	\$21,321.31	\$21,321.31
11	New Expansion Joints	LS	\$9,683.10	\$9,683.10

- A. Total Base Bid (total of lines 1 through 11 above): \$1,253,165.63  
B. Contingency and Unforeseen Items, fifteen (15) percent (%): \$187,974.84  
C. Total Base Bid, including Contingency (A+B): \$1,441,140.47

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

One million four hundred forty-one thousand and one hundred forty dollars and forty-seven cents

**(This space intentionally left blank)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

**SURETY**

\_\_\_\_\_  
N/A whose address is

\_\_\_\_\_  
Street City State Zip

**BIDDER**

The name of the Bidder submitting this bid is

\_\_\_\_\_  
Jonathan "Teak" Esslinger, President of Island Villa Construction LLC doing business at

\_\_\_\_\_  
PO BOX 12 Islamorada, FL 33036  
Street City State Zip

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

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

\_\_\_\_\_  
Jonathan "Teak" Esslinger - President

Jonathan "Teak" Esslinger - President

**If Sole Proprietor or Partnership**

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed, and its seal affixed by its duly authorized officers this 7 day of May 2025.

(SEAL)



Island Villa Construction LLC

Name of Corporation

By Jonathan "Teak" Esslinger

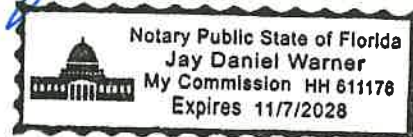
Title President

Attest 

Sworn and subscribed before this 7th day of May, 2025

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 11-7-2028



## **EXPERIENCE OF BIDDER**

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

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

- Village Of Islamorada - Anne's Beach Boardwalk Replacement Project. Designed and overseen by Weiler Engineering Pete Frezza at The Village of Islamorada (305)664-6427. \$1,558,063.15
- Village of Islamorada - Key Tree Cactus Preserve. Designed by K2M Architects. Pete Frezza at The Village of Islamorada (305)664-6427. \$65,860.33
- Papa Joe's Restaurant - designed by WSA Architecture. Charles Hurtel Owner (305)790-1345. \$489,355.77
- Three Waters Resort - Designed by K2M Architects. Kevin Filer Owners Representative (407)496-7672. \$10,630,104.38

**(This space intentionally left blank)**

**FLORIDA BID BOND**

*Secured Via Cashier's Check*

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

Hereinafter called the Principal, and \_\_\_\_\_

\_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ in the State of \_\_\_\_\_

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

\_\_\_\_\_

hereinafter called the Oblige, in the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS the Principal is herewith submitting his or its bid for

**ITB # 25-010 / Phase One: Southernmost Point Seawall Project** said bid, by reference thereto, being hereby made a part hereof.

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

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


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

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

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

Signed and sealed this 7 day of May, 2025.

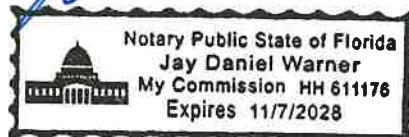
Principal

By   
Teat Esslinger

STATE OF Florida )  
COUNTY OF Monroe ) SS

Surety


By \_\_\_\_\_



**ANTI – KICKBACK AFFIDAVIT**

STATE OF FLORIDA                     )  
  : SS  
COUNTY OF MONROE                 )

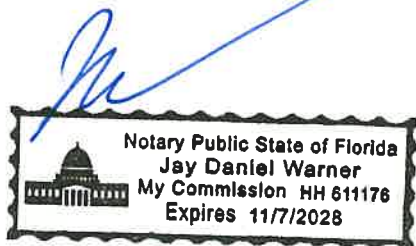
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:  5-7-2025  
Teak Ebbinger

Sworn and subscribed before me this 7th day of May, 2025.

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 11-7-2028



**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA                     )  
  : SS  
COUNTY OF MONROE                     )

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.

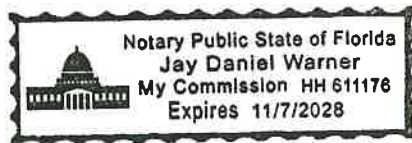
By: *[Signature]* 5-7-2025  
TEAK ESSLINGER

Sworn and subscribed before me this

7th day of May, 2025.

*[Signature]*  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11-7-2028



**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.**

This sworn statement is submitted with bid or proposal for The City of Key West- Phase One: Southernmost Point Seawall Project ITB #25-010

1. This sworn statement is submitted by Island Villa Construction LLC  
(Name of entity submitting sworn statement)

whose business address is PO BOX 12, Islamorada, FL 33036

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-1383316

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

2. My name is Jonathan "Teak" Esslinger  
(Please print name of individual signing)

and my relationship to the entity named above is President

3. 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.
4. 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.
5. 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.

6. 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.
7. 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).

X 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.)

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


  
(Signature)

(Date)

5-7-2025

STATE OF FLORIDA

COUNTY OF MONROE

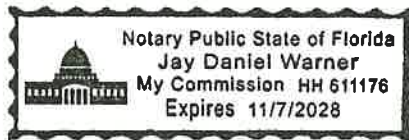
 PERSONALLY, APPEARED BEFORE ME, the undersigned authority,  
Jonathan Tealy Esslinger who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this 7th day of May, 2025.

My commission expires:

11-7-2028

  
NOTARY PUBLIC



## INDEMNIFICATION

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

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

CONTRACTOR: Island Villa Construction LLC

SEAL:

PO BOX 12, Islamorada, FL 33036  
Address

  
\_\_\_\_\_  
Signature

Jonathan "Teak" Esslinger  
Print Name

President  
Title

DATE: 5-7-2025

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

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

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

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

Business Name \_\_\_\_\_ Phone: \_\_\_\_\_

Current Local Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
(P.O Box numbers may not be used to establish status)

Length of time at this address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification \_\_\_\_\_ as identification  
(Type of identification)

\_\_\_\_\_  
Signature of Notary

If you are a local vendor:  
Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that the firm of Island Villa Construction 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: *[Signature]* 5-7-2025  
Teak Ellinger

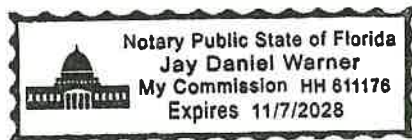
Sworn and subscribed before me this

7th Day of May, 2025.

*[Signature]*

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11-7-2028



**CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MONROE )

I, the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Island Villa Construction 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.

*[Signature]* 5-7-2025  
*Teak Esslinger*

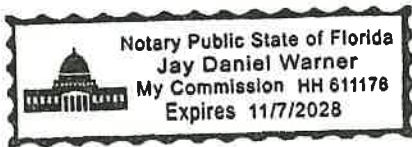
Sworn and subscribed before me this

7th Day of May, 2025.

*[Signature]*

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11-7-2028





**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT**  
**FOR LABOR OR SERVICES**

Entity/Vendor Name: Vendor Name: Island Villa Construction LLC

Vendor FEIN: 27-1383316

Vendor's Authorized Representative: Jonathan "Teak" Esslinger - President (Name and Title)

Address: PO BOX 12

City: Islamorada State: FL Zip: 33036

Phone Number: 305-664-8900

Email Address: GC@islandvilla.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: Jonathan "Teak" Esslinger, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:  5-7-2025

Print Name: Jonathan "Teak" Esslinger

Title: 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](http://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.

5-7-2025  
Date

  
(Signature of Authorized Representative)

Teak Esslinger

State of Florida,  
County of Monroe,

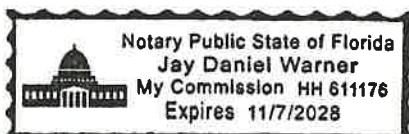
Personally Appeared Before Me, the undersigned authority, Teak Esslinger who, X being personally know or ☐ having produced his/her signature in the space provided above on this

7th day of May, 2025.

  
Signature, Notary Public

11-7-2028  
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

N/A

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <div style="display: flex; justify-content: space-between;"> <span>Prime</span> <span>Subawardee</span> </div> Tier _____, if known :   Congressional District, if known :		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>    Congressional District, if known :
<b>6. Federal Department/Agency:</b>   	<b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known :</b>  	<b>9. Award Amount, if known :</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):   	<b>b. Individuals Performing Services</b> (including address if different from No. 10a ) (last name, first name, MI):   	
<b>11.</b> 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: _____ <span style="float: right;">Print</span> Name: _____ <span style="float: right;">Title:</span> Telephone No.: _____ <span style="float: right;">Date:</span>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Jia

N/A 

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP- DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in

NA [Signature]

item 4 or 5.

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

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

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

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

[Signature]

*NAJ*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion**

**Subcontractor Covered Transactions**

(1) The prospective subcontractor, \_\_\_\_\_ 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

*Y*

## **Florida Trench Safety Act**

Bidder's Name: Island Villa Construction LLC

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

	<u>Trench Safety Measure</u>	<u>Unit of Measure</u>	<u>Unit Quantity</u>	<u>Unit Cost</u>
	<u>Description</u>			
A.	<u>Trench Box</u>	<u>Each</u>	<u>1</u>	<u>\$5,000.00</u>
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

\*Total: \$5,000.00

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

5-7-2025  
Authorized Representative Signature

President

Authorized Representative Title

Island Villa Construction LLC

Company Name

PO BOX 12

Mailing Address

Islamorada, FL 33036

City, State, Zip

305-664-8900

Telephone number

*[Signature]*

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



## **ADDENDUM NO. 1**

### **Phase One: Southernmost Point Seawall Project**

#### **ITB 25-010**

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

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

#### **5. Additional Resources:**

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

Note on page 2 of construction plans to be revised as follows:

\*EXIST. MEMORIAL:

#### **SOUTHERNMOST POINT BUOY**

(101"X95" CONCRETE FOUNDATION)

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

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

  
Signature

Island Villa Construction, LLC  
Name of Business





### **ADDENDUM NO. 3**

#### **Phase One: Southernmost Point Seawall Project**

#### **ITB 25-010**

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

1. **Clarification of Specifications:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:**
  - 1) The due date for bid submittal and bid openings has been changed to the following:  
Bid Opening Date: **May 14, 2025**  
Bid Opening Time: **3:00 PM**  
Bid Opening Location: **1300 White Street, Key West, Florida 33040 – Commission Conference Room – First Floor**
4. **Responses to Questions:** [No Changes]
5. **Additional Resources:** [No Changes]

A handwritten signature in black ink, appearing to be "J. Villa", is written over a horizontal line.

Signature

Island Villa Construction, LLC

Name of Business

A handwritten signature in blue ink, appearing to be "J. Villa", is written at the bottom right of the page.



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

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

**1. Clarification:**

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

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

**2. Changes to Submission Requirements:** [No Changes]

**3. Updates to Project Timeline:**

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

**4. Responses to Questions:**

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


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

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

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

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

5. **Additional Resources:** [No Changes]

 - 5-14-2025

Signature

Name of Business



City of Key West  
 ITB No. 25-10  
 Phase One: Southernmost Point Seawall Project  
 SCHEDULE OF VALUES

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS QTY % VALUE	THIS PERIOD QTY % VALUE	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED & STORED TO DATE VALUE	% COMPLETED	BALANCE TO FINISH
<b>1</b>	<b>General Conditions</b>										
1	Performance & Payment Bond	1	LS	\$34,923.70	\$34,923.70	0%	0.00%	\$0.00	\$0.00	0.00%	\$34,923.70
2	Mobilization	1	LS	\$42,630.00	\$42,630.00	0%	0.00%	\$0.00	\$0.00	0.00%	\$42,630.00
3	Demobilization	1	LS	\$15,986.25	\$15,986.25	0%	0.00%	\$0.00	\$0.00	0.00%	\$15,986.25
4	Submittals	1	LS	\$5,602.80	\$5,602.80	0%	0.00%	\$0.00	\$0.00	0.00%	\$5,602.80
5	Project Management & Supervision	6	EA	\$5,920.83	\$35,525.00	0%	0.00%	\$0.00	\$0.00	0.00%	\$35,525.00
6	BMP, SILT FENCING, FILTER SOCK, TERBIDITY BARRIER	1	LS	\$10,388.52	\$10,388.52	0%	0.00%	\$0.00	\$0.00	0.00%	\$10,388.52
7	Jobsite Restroom Facilities	1	LS	\$4,927.83	\$4,927.83	0%	0.00%	\$0.00	\$0.00	0.00%	\$4,927.83
8	Public Safety and MOT	6	EA	\$9,600.00	\$57,600.00	0%	0.00%	\$0.00	\$0.00	100.00%	\$57,600.00
	<b>SUBTOTAL</b>				<b>\$207,584.10</b>				<b>\$0.00</b>		<b>\$207,584.10</b>
<b>2</b>	<b>DEMOLITION &amp; REPLACEMENT OF SEAWALL &amp; SEAWALL CAP</b>										
1	Dump Seawall in its Entirety	1	LS	\$67,895.00	\$67,895.00	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$67,895.00
2	Auger Piling	1.6	EA	\$1,895.00	\$3,032.00	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$3,032.00
3	Forming, Reinforcement & concrete broom finish	1	LS	\$147,677.43	\$147,677.43	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$147,677.43
	<b>SUBTOTAL</b>				<b>\$245,892.43</b>				<b>\$0.00</b>		<b>\$245,892.43</b>
<b>3</b>	<b>INSTALLATION OF SEAWALL PROTECTION/WRAP INCLUDING EXCAVATION</b>										
1	RIPRAP	1	LS	\$238,524.59	\$238,524.59	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$238,524.59
	<b>SUBTOTAL</b>				<b>\$238,524.59</b>				<b>\$0.00</b>		<b>\$238,524.59</b>
<b>4</b>	<b>PERMIT</b>										
1	Permit fees	1	LS	\$62,711.99	\$62,711.99	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$62,711.99
	<b>SUBTOTAL</b>				<b>\$62,711.99</b>				<b>\$0.00</b>		<b>\$62,711.99</b>
<b>5</b>	<b>REMOVAL &amp; REINSTALLATION OF NAVY BASE FENCE &amp; SETUP OF A TEMPORARY SECURITY FENCE AROUND PROJECT SITE</b>										
1	Safety Fence Barrier NAVY BASE	1	LS	\$12,560.62	\$12,560.62	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$12,560.62
2	Removal of Navy Base Fencing	1	LS	\$6,384.35	\$6,384.35	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$6,384.35
	<b>SUBTOTAL</b>				<b>\$18,944.97</b>				<b>\$0.00</b>		<b>\$18,944.97</b>
<b>6</b>	<b>INSTALLATION OF NEW FENCE</b>										
1	New Navy base fence	1	LS	\$12,560.62	\$12,560.62	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$12,560.62
	<b>SUBTOTAL</b>				<b>\$12,560.62</b>				<b>\$0.00</b>		<b>\$12,560.62</b>
<b>7</b>	<b>NEW FOUNDATION &amp; FLOWABLE FILL BEHIND THE SEAWALL AND UNDER ALL SIDEWALKS</b>										
1	Temporary sheetpile wall - Site Protection OCEAN SEAS	1	LS	\$208,075.00	\$208,075.00	0%	0.00%	\$0.00	\$0.00	0.00%	\$208,075.00
2	Excavate new seawall foundation	1	LS	\$24,131.62	\$24,131.62	0%	0.00%	\$0.00	\$0.00	0.00%	\$24,131.62
3	New Seawall Foundation	1	LS	\$127,357.16	\$127,357.16	0%	0.00%	\$0.00	\$0.00	0.00%	\$127,357.16
4	Structural fill	1	LS	\$29,590.95	\$29,590.95	0%	0.00%	\$0.00	\$0.00	0.00%	\$29,590.95
	<b>SUBTOTAL</b>				<b>\$389,154.73</b>				<b>\$0.00</b>		<b>\$389,154.73</b>
<b>8</b>	<b>PROTECTION &amp; OR RELOCATION OF OTHER STATUES, SIGNAGE &amp; HISTORIC ARTIFACTS</b>										
1	Crane	1	LS	\$18,270.00	\$18,270.00	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$18,270.00
2	Statues and Plaques protection	1	LS	\$19,792.85	\$19,792.85	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$19,792.85
	<b>SUBTOTAL</b>				<b>\$38,062.85</b>				<b>\$0.00</b>		<b>\$38,062.85</b>
<b>9</b>	<b>CONCRETE REPAIRS TO CABLE HUT</b>										
1	Cable hut Repairs	1	LS	\$8,724.94	\$8,724.94	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$8,724.94
	<b>SUBTOTAL</b>				<b>\$8,724.94</b>				<b>\$0.00</b>		<b>\$8,724.94</b>
<b>10</b>	<b>NEW SIDEWALK WITH DECORATIVE FINISH</b>										
1	New 6" Thick Sidewalk	1	LS	\$21,321.31	\$21,321.31	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$21,321.31
	<b>SUBTOTAL</b>				<b>\$21,321.31</b>				<b>\$0.00</b>		<b>\$21,321.31</b>
<b>11</b>	<b>NEW EXPANSION JOINTS</b>										
1	New Expansion joints	1	LS	\$9,683.10	\$9,683.10	0.00%	0.00%	\$0.00	\$0.00	0.00%	\$9,683.10
	<b>SUBTOTAL</b>				<b>\$9,683.10</b>				<b>\$0.00</b>		<b>\$9,683.10</b>
	<b>GRAND TOTAL</b>				<b>\$1,253,165.63</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$1,253,165.63</b>