

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

BID FORM

To: The City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: CITY OF KEY WEST WWTP WELL SYSTEM MECHANICAL
INTEGRITY TESTING, ITB 24-005

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

Company Name: A.C. Schultes of Florida, Inc.

Contact Name & Telephone: Greg Schultes (813)741-3010

Email Address: Greg.acsfl@ACSchultes.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 Owner, 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 he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this 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 this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the CITY evidence of holding required licenses and certificates, and will, to the extent of his 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.

City of Key West WWTP Well System MIT IW-1 & IW-2

Schedule of Values

Item	Description	Qty	Unit	Unit Cost	Total
1	Mobilize & demobilization	2	EA	\$ 50,000.00	\$ 100,000.00
2	Video log	2	EA	\$ 15,000.00	\$ 30,000.00
3	MIT	2	EA	\$ 50,000.00	\$ 100,000.00
4	RTS	2	EA	\$ 22,350.00	\$ 44,700.00
Total					\$ 274,700.00

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the CITY, before commencing the work under this Contract, the certificates of insurance, as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the project, in all respects, within **45 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 \$980.00 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 he has 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 his 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 WORK

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 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.

MECHANICAL INTEGRITY TESTING BASE BID:

LUMP SUM MECHANICAL INTEGRITY TESTING IW-1 & IW-2 \$ 274,700.00

Two hundred seventy four thousand seven hundred

In Words

_____ Dollars & zero Cents

Payment for materials and equipment authorized by the CITY in a written Change Order, but not listed in the Schedule of Values, will be provided at supplier's invoice plus fifteen (15) percent.

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets, if necessary.)

<u>Conduct MIT Testing</u>	<u>\$274,700.00</u>
<hr/>	<hr/>
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SUBCONTRACTORS

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

MV Geophysical Surveys

Name _____
11000 Metro Pkwy. Ft. Myers FL 33966
Street City State Zip

Name _____

Street City State Zip

Name _____

Street City State Zip

SURETY

Simkiss & Block _____ whose address is

1041 Old Cassatt Rd. _____ Berwyn _____ PA _____ 19312
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is _____

_____ A.C. Schultes of Florida, Inc. _____ doing business at

11865 US Hwy 41 S., _____ Gibsonton _____ FL _____ 33534
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:

Name/Title

<u>Gregory Schultes, Vice President</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 20__.

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 30th day of January 2024.

(SEAL)



A.C Schultes of Florida, Inc.

Name of Corporation

By: _____

Title: Vice President

Attest: _____

Secretary

Jeff DeMatte

Sworn and subscribed before this 30th day of January, 2024

NOTARY PUBLIC, State of FLORIDA, at Large

My Commission Expires: 4/4/2026

Anna Cominski



ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last five years.

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

PLEASE SEE ATTACHED QUALIFICATIONS.

FLORIDA BID BOND

BOND NO. Bid bond

AMOUNT: \$ Five percent of total amount bid

KNOW ALL MEN BY THESE PRESENTS, that A.C. Schultes of Florida, Inc.

hereinafter called the PRINCIPAL, and Western Surety Company

a corporation duly organized and existing under laws of the State of SD

having its principal place of business at Sioux Falls

in the State of Florida

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 total amount bid

Dollars (\$ 5% of total amount bid), 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 Proposal for **ITB 24-005, CITY OF KEY WEST WWTP WELL SYSTEM MECHANICAL INTEGRITY TESTING**, said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the Contract Documents, entitled:

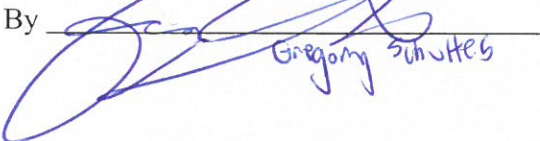
ITB 24-005, CITY OF KEY WEST WWTP WELL SYSTEM MECHANICAL INTEGRITY TESTING

WHEREAS, it was a condition precedent to the submission of said bid that cash, 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 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the 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 31st day of January 2024 .

PRINCIPAL A.C. Schultes of Florida, Inc.

By 
Gregory Schultes

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH

: SS

Western Surety Company

SURETY

By 

Daniel P. Dunigan Attorney-in-Fact Licensed Florida Agent License # W190019



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel P Dunigan, Brian C Block, Joseph W Kolok Jr, James L Hahn, Kelly G Hennessy, Individually

of Berwyn, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of January, 2024.



WESTERN SURETY COMPANY

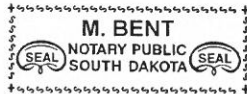
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of JANUARY, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

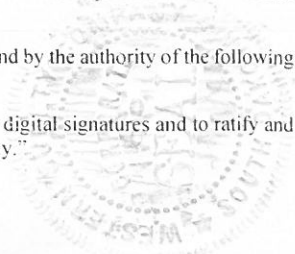
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

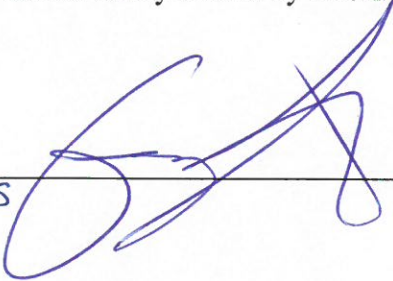
Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF HILLSBOROUGH)

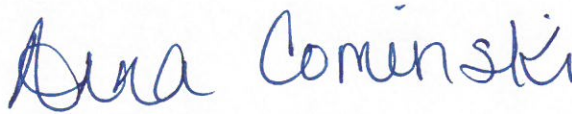
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
GREGORY SCHULTES 

Sworn and subscribed before me this 30th day of January 2024.

NOTARY PUBLIC, State of FLORIDA, at Large

My Commission Expires: 4/4/26





ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

**CITY OF KEY WEST, FLORIDA NON-COLLUSION DECLARATION AND COMPLIANCE
WITH 49 CFR §29.**

I, Gregory Schultes, hereby declare that
(NAME)
I am Vice President of A.C. Schultes of Florida, Inc.
(TITLE) (FIRM)
of Gibsonton, FL
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, case or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
5. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
7. I certify that, except as noted below, neither firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of funds:
 - a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
 - b) has within a three-year period preceding this certification been convicted of or had a civil judgement rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract, violation of Federal or State antitrust statutes; or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local government entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

- d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.
- 8. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vender who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (8), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

A.C. Schultes of Florida, Inc.



BY: Gregory Schultes, Vice President
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this 30th day of January, 2024.

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

NON-COLLUSION AFFIDAVIT

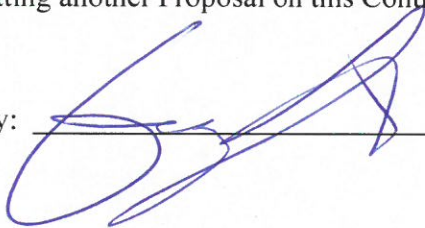
STATE OF FLORIDA)

: SS

COUNTY OF HILLSBOROUGH)

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

By: _____



Sworn and subscribed before me this

30th day of January 2024.

Anna Cominski

NOTARY PUBLIC, State of FLORIDA at Large



ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

My Commission Expires: 4/4/26

* * * * *

SUSPENSION AND DEBARMENT CERTIFICATION
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION - LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies 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. The undersigned also certifies that it and its principals:
 - a. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a.) of this Certification; and
 - c. Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 30th day of January, 20 24.

By: 
Authorized Signature/Contractor

Gregory Schultes, Vice President
Name/Title

A.C. Schultes of Florida, Inc.
Contractor's Firm Name

11865 US Hwy 41 S., Gibsonton, FL 33534
Address

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 _____
City of Key West WWTP Well System Mechanical Integrity Testing

2. This sworn statement is submitted by A.C. Schultes of Florida, Inc.
(Name of entity submitting sworn statement)
whose business address is 11865 US Hwy 41 S., Gibsonton, FL 33534
_____ and (if applicable) its Federal Employer
Identification Number (FEIN) is 14-1871186
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement _____)

3. My name is Gregory Schultes
(Please print name of individual signing)
and my relationship to the entity named above is Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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.

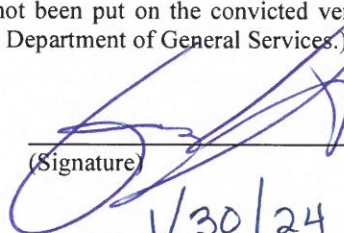
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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.)



(Signature)
1/30/24

(Date)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Gregory Schultes Who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 30th day of January, 20 24.

My commission expires: 4/4/26



ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026



NOTARY PUBLIC

PROHIBITED INTERESTS FORM AND NOTICE

I, Gregory Schultes, Vice President, certify that neither
(Printed Name) (Title)

A.C. Schultes of Florida, Inc., 11865 US Hwy 41 S., Gibsonton, FL 33534
(Company Name) (Company Address)

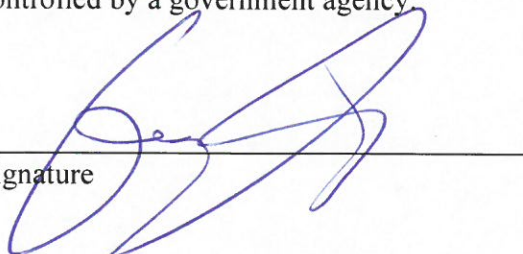
nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, the City of Key West with prior approval of the Division of Emergency Management, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

Signature _____



CITY OF KEY WEST INDEMNIFICATION

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

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

CONTRACTOR: A.C. Schultes of Florida, Inc.

SEAL:



11865 US Hwy 41 S., Gibsonton, FL 33534
Address

Signature

Gregory Schultes
Print Name

Vice President
Title

DATE: 1/30/24

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF HILLSBOROUGH)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

A.C. Schultes of Florida, Inc.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this 30th day of January 2024.

NOTARY PUBLIC, State of FLORIDA , at Large

My Commission Expires: 4/4/26

Anna Cominski



ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF HILLSBOROUGH)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of A.C. Schultes of Florida, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____



Sworn and subscribed before me this 30th day of January 2024.

NOTARY PUBLIC, State of FLORIDA, at Large

My Commission Expires: 4/4/26

Anna Cominski



ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Bid filled in, using black ink.
3. Total and unit prices added correctly.
4. Addenda acknowledged.
5. Subcontractors (if applicable) are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bidder must provide satisfactory documentation of State Licenses.
14. Anti-Kickback Affidavit.
15. Public Entities Crimes.
16. Non-Collusion Declaration and Compliance
17. Non-Collusion Affidavit
18. Suspension and Debarment Certification
19. Prohibited Interests Form
20. City of Key West Indemnification Form.
21. Equal Benefits for Domestic Partners Affidavit.
22. Cone of Silence Affidavit.
23. Local Vendor Certification.

Qualifications

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: WWTP Well Repair & Mechanical Integrity Testing
100 Fleming Key Rd., Key West, FL 33040

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [] PRIME CONTRACTOR [] SUBCONTRACTOR

SCOPE OF WORK: Perform MIT testing on (2) injection wells approximately 3,000' in depth.
Cut the well header off of (1) IW and weld new casing with flange. Install cement collar around
the new steel header, pressure test, RTS, temperature log, etc.

CONTRACT VALUE: \$ 51,600.00 PERCENTAGE OF WORK COMPLETED: 99%

CONTRACT START AND COMPLETION DATES: 1/2019 - 4/2019 COMMENCEMENT DATE: 4/2019

OWNER OF PROJECT: City of Key West OWNER'S CONTACT: Jason Paul Castro

PHONE NUMBER: 305-809-3902 EMAIL: Jcastro@cityofkeywest-fl.gov

OWNER ADDRESS: 1300 White St. Key West, FL 33041

SITE SUPERINTENDENT: Yudel Pedraza

ENGINEERING FIRM (DURING CONSTRUCTION): Perez Engineering and Development, Inc.

ENGINEER CONTACT NAME, PHONE NUMBER, EMAIL & ADDRESS:

Allen Perez

305-293-9440 Aperez@Perezeng.com

1010 Kennedy Dr., Ste. 202, Key West, FL 33040

ADDITIONAL INFORMATION:

Qualifications

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Mechanical Integrity Testing at Injection Well 3 & Injection Well 4
11999 Pate Street, Pensacola, FL 32514

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [] PRIME CONTRACTOR [] SUBCONTRACTOR

SCOPE OF WORK: Test/Calibrate/Inspect injection well. Internal casing packer pressure test at each injection well. Well #3 - 6" casing with a total depth of 2,214' & 750 GPM capacity. Well #4 - 6" casing and a total depth of 1,776' and 700 GPM capacity.

CONTRACT VALUE: \$ 177,200.00 PERCENTAGE OF WORK COMPLETED: 99%

CONTRACT START AND COMPLETION DATES: 12/2021 - 5/2022 COMMENCEMENT DATE: 12/2021

OWNER OF PROJECT: Gulf Power Company OWNER'S CONTACT: Staci Stutts

PHONE NUMBER: 850-505-2149 EMAIL: Staci.Stutts@fpl.com

OWNER ADDRESS: 500 Bayfront Pkwy., Pensacola, FL 32520

SITE SUPERINTENDENT: Yudel Pedraza

ENGINEERING FIRM (DURING CONSTRUCTION): Jacobs

ENGINEER CONTACT NAME, PHONE NUMBER, EMAIL & ADDRESS:

Robert Jernigan, PM

850-512-2518 Robert.Jernigan1@jacobs.com

25 W. Cedar St., Ste.350, Pensacola, FL 32502

ADDITIONAL INFORMATION:

Qualifications

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Cudjoe Key Deep Injection Wells Mechanical Integrity Testing & Rehabilitation
780 Blimp Rd. Cudjoe Key, FL 33402

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [] PRIME CONTRACTOR [] SUBCONTRACTOR

SCOPE OF WORK: Mobilize (1) deep injection well with a depth of 3,240' and 12" casing. Kill well,
water quality testing, discharge wellhead, brush casing, develop, disinfect, replace wellhead and
piping. Install packer for pressure testing. Install plastic pad for work area, collect water quality
samples at different locations in the well and conduct all video and geophysical logging.

CONTRACT VALUE: \$ 439,490.00 PERCENTAGE OF WORK COMPLETED: 99%

CONTRACT START AND COMPLETION DATES: 5/22 - 7/22 COMMENCEMENT DATE: _____

OWNER OF PROJECT: Florida Keys Aqueduct Authority OWNER'S CONTACT: Justin Dacey

PHONE NUMBER: 305-295-2151 EMAIL: Jdacey@fkaa.com

OWNER ADDRESS: 1011 Jim Keene Blvd., Winter Haven, FL 33880

SITE SUPERINTENDENT: Yudel Pedraza

ENGINEERING FIRM (DURING CONSTRUCTION): Jacobs

ENGINEER CONTACT NAME, PHONE NUMBER, EMAIL & ADDRESS:

William Beddow

239-431-9227 Ext. 59227

5801 Pelican Bay Blvd., Naples, FL 34108

ADDITIONAL INFORMATION:

Qualifications

As Bidder, we certify the following:

NAME & LOCATION OF PROJECT: Plant Smith TIW-1 Mechanical Integrity Testing
4300 County Rd. 2300, Southport, FL 32409

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: PRIME CONTRACTOR SUBCONTRACTOR

SCOPE OF WORK: Mobilization, caliper, temperature & video logging to a depth of 4,885' bls .
tubing & casing annular pressure testing, external radioactive trace test, annular pressure
external radioactive trace and demobilization.

CONTRACT VALUE: \$221,600.00 PERCENTAGE OF WORK COMPLETED: 99%

CONTRACT START AND COMPLETION DATES: 10/2022 - 12/2022

OWNER OF PROJECT: Florida Power & Lights OWNER'S CONTACT: Ryan Cowart

PHONE NUMBER: 850-444-6527 EMAIL: Ryan.Cowart@fpl.com

OWNER ADDRESS: 700 Universe Blvd., Juno Beach, FL 33408

ENGINEERING FIRM (DURING CONSTRUCTION): Jacobs Engineering Group

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Robert Jernigan, PM

(850)512-2518 Robert.Jernigan@jacobs.com

5811 Pelican Bay Blvd., Tallahassee, FL 32502

ADDITIONAL INFORMATION: _____

Qualifications

As Bidder, we certify the following:

NAME & LOCATION OF PROJECT: East WTP Deep Injection Well Mechanical Integrity Testing Services Project
2120 Wildcat Way, Miramar, FL

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: PRIME CONTRACTOR SUBCONTRACTOR

SCOPE OF WORK: Mobilization to injection well with a total depth of 3,350' BLS, 18" steel injection casing, 28" intermediate casing to 1,575' BLS, 36" surface casing to approximately 992' BLS, and 46" conductor casing to 280' BLS.

CONTRACT VALUE: \$99,600.00 PERCENTAGE OF WORK COMPLETED: 99%

CONTRACT START AND COMPLETION DATES: 4/2023 - 4/2023

OWNER OF PROJECT: City of Miramar OWNER'S CONTACT: Jin Huo

PHONE NUMBER: 954-883-5845 EMAIL: Jhuo@miramarfl.gov

OWNER ADDRESS: 2300 Civic Center Place, Miramar, FL 33025

ENGINEERING FIRM (DURING CONSTRUCTION): AECOM

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Michael Bennett, PM
561-319-6560 Michael.Bennett@aecom.com
2090 Palm Beach Lakes Blvd. West Palm Beach, FL 33409

ADDITIONAL INFORMATION: _____



July 31, 2025
Expiration Date

Well Construction Section
Water Use Permit Bureau

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SCHULTES, GREGORY

A C SCHULTES OF FLORIDA INC
6005 FOAL CREEK DRIVE
PARRISH FL 34219

LICENSE NUMBER: CGC1516532

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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