
PART 1

BIDDING REQUIREMENTS



City of Key West
Invitation to Bid
Dennis Street Pump Station Improvements
ITB No. 25-007

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 # 25-007 Dennis Street Pump Station Improvements Phase II, 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 April 8, 2025** 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 #25-007 Dennis Street Pump Station Phase II addressed and delivered to the City Clerk at the address noted above.

The project consists of providing all site work, materials, equipment, and labor necessary to accomplish the following improvements to the Dennis St. Pump Station:

Retrofit of pump station for installation of 6.2 HP jockey pump, pump floor plate, piping, valving, and piping supports, tapped connection to existing piping, hatch and pump rails, offset air/vacuum valve under ring and cover in sidewalk, connect power feed, and wire controls to existing control panel. Site work includes reconstruction of Dennis St. between Blanche St. and Venetia St. with curb and valley gutter, installation of five (5) catch basins with grates and approximately 215 linear feet of 18-inch stormwater piping, sidewalk with curb and gutter replacement, milling and repaving of Venetia St. between Duncombe St. and Dennis St., and milling and repaving of Blanche St. and Dennis St. intersection and all other items listed in the specifications.

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 Prescribed Form And Accompanied By A Bid Security As Prescribed In The Instructions To Bidders, Payable To The City Of Key West, Florida, In An Amount Not Less Than Five (5) Percent (%) Of The Amount Bid.

The Bidder Must Be A Licensed Contractor By The State Of Florida And Must Submit Proof Of Such 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, Cone 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.

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

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

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 bid for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid.

A Bid Form is provided on page 12. The form includes all lump sum items considered for the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

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*, as set forth in the Supplementary Conditions.

The Bidder shall submit with their bid, experience records showing their experience and expertise in the specified work. Such experience records shall provide at least five current

or recent projects (within the past 5 years) of similar work, within the State of Florida and preferably Monroe County. 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.

The Bidder shall submit with their bid a list of items to be performed by their own laborers and that performed by Subcontractors or others.

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
Domestic Partnership Affidavit
Vendor Certification Regarding Scrutinized Companies Lists
Cone of Silence Affidavit
Noncoercive Conduct Affidavit
E-Verify
Bidders' Checklist

E. 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 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

Within ninety (90) calendar days after the opening of bids, the City will accept one of the bids or will act in accordance with the following paragraphs. The acceptance of the bid will be by written Notice of Award, mailed to the office designated in the bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the City may award the contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred and twenty (120) days after the opening of bids.

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

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 after receiving Notice of Award, sign and deliver to the City an original Contract and two (2) copies in the form hereto attached, together with the Certificate of Insurance (COI) as required in the Contract Documents and evidence of holding required licenses and certificates. Within ten (10) working days after receiving the signed contract from the successful Bidder, the City's authorized agent will sign the contract. Signatures by both parties constitutes execution of the Contract.

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 **180** calendar days.

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: Dennis Street Pump Station Improvements Phase II
ITB #25-007

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 Bidder agrees that if this 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 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 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 rate of \$1,699.00 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 they have received Addenda No's. 1, 2,
3, _____, _____, _____, _____, _____, _____, _____, _____, _____,

(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.

Dennis Street Pump Station Improvements Phase II:

BID PROPOSAL FORM

Item #:	Item Description	Quantity	Unit	Unit Cost	Total
1	Performance and Payment Bonds				
A	Performance and Payment Bonds	1	Per \$1,000	\$ 18,000.00	\$ 18,000.00
2	Mobilization / Demobilization				
A	Mobilization / Demobilization	1	LS	\$ 82,398.39	\$ 82,398.39
3	Civil Improvements				
A	Clear and Grubbing	1	LS	\$ 12,000.00	\$ 12,000.00
B	Prevention, Control and Abatement of Erosion and Water Pollution	1	LS	\$ 8,000.00	\$ 8,000.00
C	Type "B" Stabilization (12") (Min. L.B.R. of 40)	1042.22	SY	\$ 40.00	\$ 41,688.80
D	Asphaltic Base Course Type B-12.5 (7")	1023.61	SY	\$ 80.00	\$ 81,888.80
E	Milling Existing Asphalt Pavement (1.5" Average Depth)	189.67	SY	\$ 110.00	\$ 20,863.70
F	Milling Existing Asphalt Pavement (3" Average Depth)	744.44	SY	\$ 119.00	\$ 88,588.36
G	Type SP Structural Course (Traffic C) (1.5" Thick) (Resurfacing)	5.33	TN	\$ 1,995.00	\$ 10,633.35
H	Geosynthetic Asphalt Pavement Reinforcement	744.44	SY	\$ 120.00	\$ 89,332.80
I	Type SP Structural Course (Traffic C) (3" Thick) (Resurfacing)	41.88	TN	\$ 225.00	\$ 9,423.00
J	Asphalt Concrete Friction Course Traffic C, FC-9.5, High Polymer (1.5" Thick) (New Asphalt)	24.08	TON	\$ 660.00	\$ 15,892.80
K	Concrete Curb & Gutter Type "F" (Includes Cost of Limerock)	335	LF	\$ 190.00	\$ 63,650.00
L	Concrete Sidewalk Reconstruction (Driveways) (6" Thick) (Includes Lime	91.5	SY	\$ 330.00	\$ 30,195.00
M	Inlet, Curb, Type P (42"x42") USF 5120-6167	3	EA	\$ 9,200.00	\$ 27,600.00
N	Inlet, Curb, Type P, 48" ø, USF 5129-6176	1	EA	\$ 9,800.00	\$ 9,800.00
O	Inlet, Curb, Type J, 60" ø, USF 5129-6176	1	EA	\$ 9,400.00	\$ 9,400.00
P	Manholes, Type J7-T	1	EA	\$ 34,800.00	\$ 34,800.00
Q	Pipe, HDPE, 15" S/CD	220	LF	\$ 1,800.00	\$ 396,000.00
R	Concrete Valley Gutter (Includes Cost of Limerock)	380	LF	\$ 160.00	\$ 60,800.00
S	Sign Single Post(R1-1)(Stop Sign)(Less than 12 SQ. FT.)	2	EA	\$ 1,900.00	\$ 3,800.00
T	Sign Single Post(R7-1)(No Parking)(Less than 12 SQ. FT.)	1	EA	\$ 1,900.00	\$ 1,900.00
U	Thermoplastic, White, Solid, 6"	30	LF	\$ 210.00	\$ 6,300.00
V	Thermoplastic, White, Solid, 12"	20	LF	\$ 240.00	\$ 4,800.00
4	Pump Station Mechanical/Structural Improvements				
A	Hot Tap Connection to Existing Pipe	1	EA	\$ 12,500.00	\$ 12,500.00
B	4" Plug Valve	1	EA	\$ 5,600.00	\$ 5,600.00
C	4" Swing Check Valve	1	EA	\$ 5,900.00	\$ 5,900.00
D	Air Vaccum/ Double-Acting Throttling Device	1	LS	\$ 5,500.00	\$ 5,500.00
E	Adjustable Pipe Support (Type 4) (4" With Strap - Pipe Support)	1	EA	\$ 6,000.00	\$ 6,000.00
F	4" Ductile Iron Pipe	55	LF	\$ 580.00	\$ 31,900.00
G	4" Dismantling Joint	1	EA	\$ 1,800.00	\$ 1,800.00
H	Core Drill and Install Mechanical Modular Link-Seal	1	LS	\$ 6,400.00	\$ 6,400.00
I	Sawcutting of Hatch Concrete and Baffle Wall	1	LS	\$ 8,500.00	\$ 8,500.00
J	Hatch Over Submersible Pump	1	EA	\$ 15,800.00	\$ 15,800.00
K	Demolition as Needed Inside the Wet Well	1	LS	\$ 38,000.00	\$ 38,000.00
L	Resurfacing and Patching of Existing Concrete Surface	1	LS	\$ 16,000.00	\$ 16,000.00
M	Foundation Grout	1	LS	\$ 3,000.00	\$ 3,000.00
N	Furnish & Install 500 GPM Wilo FA 6.2 HP Submersible Pump	1	EA	\$ 80,000.00	\$ 80,000.00
O	Bypass Pumping System	1	LS	\$ 35,000.00	\$ 35,000.00
P	Ventilation for Confined Space During Construction	1	LS	\$ 3,500.00	\$ 3,500.00
5	Pump Station Mechanical/Structural Improvements				
A	Control Panel Modifications	1	LS	\$ 38,000.00	\$ 38,000.00
B	New Pump Starter	1	LS	\$ 15,000.00	\$ 15,000.00
C	General Electrical Work	1	LS	\$ 42,000.00	\$ 42,000.00
6	Miscellaneous				

A	Project Funding Signs	1	LS	\$ 2,800.00	\$ 2,800.00
B	Permit Allowance	1	LS	\$ 500.00	\$ 500.00
C	As-Built Drawings	1	LS	\$ 3,500.00	\$ 3,500.00
D	Maintenance of Traffic and Access (5%)	1	LS	\$ 84,945.00	\$ 84,945.00
E	Off Duty Police Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
F	Safety Act	1	LS	\$ 94,000.00	\$ 94,000.00
7	Unforeseen Conditions				
A	Owner Allowance	1	LS	\$ 10,000.00	\$ 10,000.00
				TOTAL BASE BID: \$	1,698,900.00

LUMP SUM TOTAL: Dennis Street Pump Station Improvements Phase II:

\$: 1,698,900.00

In Words:

One Million Six Hundred Ninty-Eight Thousand Nine Hundred Dollars and 00/100

Dennis Street Pump Station Improvements Phase II:

SUBCONTRACTORS LIST

Name: Florida Keys Electric, Inc

Address: 905 Overseas Hwy - Key West, Florida - 33050

Name: Affordable Asphalt

Address: 94411 Overseas Highway - Tavernier, Florida - 33070

Name: CC Control Corp

Address: 5760 Corp Way - West Palm Beach, FL - 33407

Name: PSI Technologies, Inc

Address: 3520 Investment Lane - Riviera Beach, FL - 33404

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:

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

SURETY

Travelers Casualty and Surety Company of America whose address is

One Tower Square
Street

Hartford
City

CT
State

06183
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
Street

Fairburn
City

GA
State

30213
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:

Jeff Reynolds	Les Archer
Liz Smith	Paul Burton
Kevin Shemwell	

If Sole Proprietor or Partnership

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

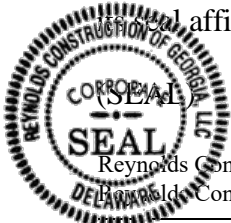
Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed, and

affixed by its duly authorized officers this 8 day of April 2025.



Reynolds Construction, LLC dba
Reynolds Construction of Florida, LLC

Name of Corporation


By KS

Title Kevin Shemwell, Exec VP

Attest Janie Lucas

Sworn and subscribed before this 8 day of April, 2025

NOTARY PUBLIC, State of Florida, at Large

 JEANIE M LUCAS
Notary Public - State of Florida
Commission # HH 298093
My Comm. Expires Aug 14, 2026

The Bidder states that they are experienced and has completed similar projects within the last 5 years.

Please see attached list of references.

[illegible]

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$

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, CT 06183

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 # 25-007/ Dennis Street Pump Station Improvements Phase II 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 25-007 / Street Pump Station Improvements Phase II

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 Oblige 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 Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 8th day of April, 2025.

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



By Kevin Shemwell, Executive Vice President

STATE OF Florida)
: SS
COUNTY OF Monroe)

[Signature]

Surety Travelers Casualty and Surety Company of America

By William A. Kantlehner, IV
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

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrea Cortes, Elizabeth Dawson, William A. Kantlehner III, William A. Kantlehner IV, Ryan P. Mitchell, Thomas J. Mitchell, S. Annette Mullet, Christopher E. von Allmen, Andrew O. Mucci, Kevin H. Bowling, Adam Terry, and Andrew G. Windhorst Jr. of Louisville, Kentucky** 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, 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 **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.



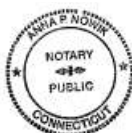
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, 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
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 8th day of April, 2025.



Kevin E. Hughes
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.

Project Experience in the last 5 years

Project Name	City	Notice To Proceed	Completion Date	Contract Amount	Owner Reference	Pump Station/Lift Station/Booster Station Work	Description	Right of Way &/or road intersection	Traffic diversion	In neighborhood	In Urban Area
Terry Ranch Pipeline	Greeley, CO	6/1/2022	10/18/2024	\$36,882,395	City of Greeley 1001 11th Avenue, 2nd floor Greeley, CO 80631 Jim Paulson, P.E. C: 970-590-5338 O: 970-350-9814 jim.paulson@greeleygov.com		This CMAR project for The City of Greeley was constructing a 36" water transmission pipeline starting northwest of Windsor and installing in a northern direction in a series of construction segments. The first segment included 40,000LF of welded steel pipe starting at the connection to the Bellvue 60" water transmission pipeline northwest of Windsor to just north of HWY 14.	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Cobb County West Side Loop Section 2 36-inch water main replacement	Austell, GA	7/22/2019	10/30/2021	\$17,624,995	Cobb County Marietta Water Authority 1170 Atlanta Industrial Drive Marietta, GA, 30066 Chris Dillard, PE, PMP 770-514-5218 Fax 770-514-5225 cdillard@ccmwa.org		Replacement of an existing 36" Prestressed concrete cylinder water main nearing its end of use. Installation of approximately 19,500 LF of new 36" DIP within an active roadway to replace the existing main.	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Historic Miramar Infrastructure Phase 3	Miramar, FL	7/24/2017	3/31/2021	\$21,265,543	City of Miramar 13900 Pembroke Road Miramar, FL 33027 Jody C. Kirkman, PE, Director of Utilities O: 954-883-5065 C: 954-268-0431 jkirkman@miramarfl.gov Robin Bain, PE, Assistant Director of Utilities C 623-217-7202	<u>X</u>	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	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
I-69 Utility Relocation Project	Bloomington, IN	2/1/2020	11/9/2020	\$2,337,354	City of Bloomington Utilities 600 E Miller Dr Bloomington, IN 47401 Vic Kelson, Director 812-349-3930		Relocation of utilities in conjunction with INDOT's I-69 improvements. Work involved relocating existing sewers and other utility improvements at multiple locations along the I-69 corridor between mile markers 117 and 124.	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Key Largo Wastewater Treatment District Vacuum Stations Modifications	Key Largo, FL	5/19/2023	5/1/2025	\$2,641,567	Key Largo Wastewater District 103355 Overseas Hwy Key Largo, FL 33037 Peter Rosasco 305-451-4019 peter.rosasco@klwtd.com	<u>X</u>	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.			<u>X</u>	
Richard A Heyman Environmental Protection Facility: RAS & WAS Pump System Replacement	Key West, FL	7/26/2023	3/19/2025	\$3,600,000	City of Key West 1300 White Street Key West, FL 33040 Albert Childress, City Manager 305-809-3786 planning-dept@cityofkeywest-fl.gov	<u>X</u>	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.				
Kermit H Lewin RO	Key West, FL	5/2/2022	12/20/2024	\$8,142,448	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33040 David Hackworth 305-296-2454 dhackworth@fkaa.com	<u>X</u>	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).				




Project Experience in the last 5 years

Project Name	City	Notice To Proceed	Completion Date	Contract Amount	Owner Reference	Pump Station/Lift Station/Booster Station Work	Description	Right of Way &/or road intersection	Traffic diversion	In neighborhood	In Urban Area
Sigsbee Wastewater Lift Station Replacement	Dredger's Key Key West, FL	10/20/2021	7/23/2023	\$2,719,594	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33040 David Hackworth, PE-Director of Capital Projects 305-295-2151 dhackworth@fkaa.com	<u>X</u>	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 compacity and operations. Underground influent and effluent pipes ranging in size of 4" to 12" were relocated, replaced and tied in during shutdown sequencing.			<u>X</u>	
NAS Key West Boca Chica Field - West Fire Pumping Station	Key West, FL	9/14/2021	2/24/2023	\$1,159,876	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33040 David Hackworth 305-295-2152 dhackworth@fkaa.com	<u>X</u>	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) storage tank piping / valves at the West fire pumping stations.				
Marathon Area 3, 4, &5 WWTP Upgrades	Marathon, FL	1/3/2017	1/21/2022	\$9,000,618	City of Marathon 9805 Overseas Hwy Marathon, FL 33050 Dan Saus, Utilities Director C:305-289-5009 F: 305-289-4123 saugd@ci.marathon.fl.us	<u>X</u>	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..			<u>X</u>	<u>X</u>

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 8 day of April, 2025.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/14/2026






NON-COLLUSION AFFIDAVIT


STATE OF Florida)
 : SS
COUNTY OF Duval)

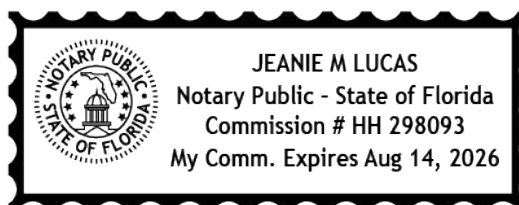
I, the undersigned hereby declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the bid is made without any connection or collusion with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

By: 
Kevin Shemwell, Executive Vice President

Sworn and subscribed before me this

8 day of April, 2025.


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 _____

Dennis Street Pump Station Improvements Phase II

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.)

KSLO
(Signature)
4/8/2025
(Date)

STATE OF Florida

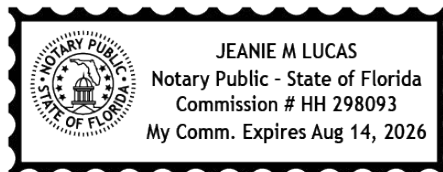
COUNTY OF Duval

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 8 day of April, 2025.

My commission expires: 8/14/2026



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.

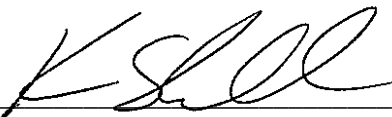
The indemnification obligations under the contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend 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.

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

SEAL:



300 East Broad Street, Fairburn, GA 30213
Address


Signature

Kevin Shemwell
Print Name


Executive Vice President
Title

DATE: 4/8/2025

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Duval)

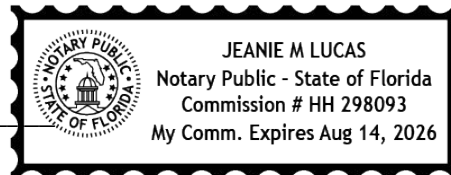
I, the undersigned hereby duly sworn, depose and say that the firm of
Reynolds Construction, LLC dba
~~Reynolds Construction of FL, LLC~~ provides benefits to domestic partners of its employees on the same basis
as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 
Kevin Shemwell, Executive Vice President

Sworn and subscribed before me this

8 Day of April, 2025.





NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/14/2026

CONE OF SILENCE AFFIDAVIT

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

8 Day of April, 2025.

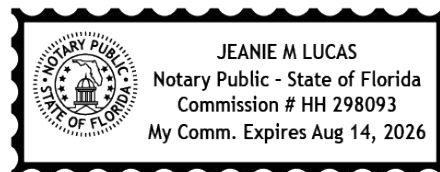


Kevin Shemwell, Executive Vice President

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 Construction 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

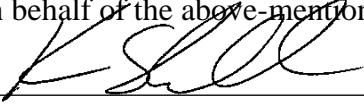
Email Address: kevin.shemwell@reynoldscon.com

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.


4/8/25
Date



(Signature of Authorized Representative)

State of _____ Florida _____,
County of _____ Duval _____,

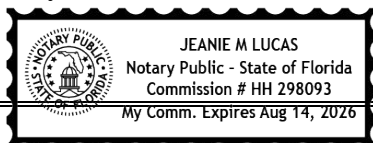
Personally Appeared Before Me, the undersigned authority, _____ Kevin Shemwell _____ who, ☒ being personally know or ☐ having produced his/her signature in the space provided above on this _____ 8 _____ day of _____ April _____, _____ 20 25 _____.



Signature, Notary Public

8/14/2026
Commission Expires

Stamp/Seal:



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 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. | [✓] |



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

SHEMWELL, KEVIN DUANE

REYNOLDS CONSTRUCTION OF FLORIDA, LLC
6225 NORTH COUNTY ROAD 75 EAST
ORLEANS IN 47452

LICENSE NUMBER: CGC1525041

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

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



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 October 15, 2024; 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 October 15, 2024, 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 in conjunction with the performance of project contracts, 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/Group Manager	\$1,000,000
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 for other transactions not specifically included above, please refer to Exhibit A, Delegation of Authority-Transaction Limits attached.

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 October 15, 2024; 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	Scott E. Huber	— Vice President
Leslie F. Archer	— President	Joshua R. Vondersaar	— Vice President
Kevin D. Shemwell	— Executive Vice President	Eduardo Medina	— Vice President
Michael P. Burton	— Executive Vice President	Greg Slone	— Vice President
Elizabeth L. Smith	— Executive Vice President	Eric Griffin	— Vice President
	and Secretary	Jeanie M. Lucas	— Assistant Secretary
John R. Chase	— Vice President	Jon D. Kinney	— Assistant Secretary
William R. Ryon	— Vice President	Freddye Churbock	— Assistant Secretary
Randolph E. Tummers	— Vice President	Stephanie A. Keffer	— Assistant Secretary
Adam K. Ralph	— Vice President	Patricia J. Tellez	— Assistant Secretary
Jeffrey P. Berning	— Vice President		

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 Montana, LLC
Reynolds Construction of Arizona, LLC	Reynolds Construction of Nebraska, LLC
Reynolds Construction of Arkansas, LLC	Reynolds Construction of New Jersey, LLC
Reynolds Construction of Delaware, LLC	Reynolds Construction of New York, LLC
Reynolds Construction of Florida, LLC	Reynolds Construction of Pennsylvania, LLC
Reynolds Construction of Georgia, LLC	Reynolds Construction of Utah, LLC
Reynolds Construction of Indiana, LLC	Reynolds Construction of Washington, LLC
Reynolds Construction LLC of Louisiana	Reynolds Construction of West Virginia, LLC
Reynolds Construction, LLC of Michigan	Reynolds Lone Star Construction, LLC
Reynolds Construction of Mississippi, LLC	Reynolds Southwest, LLC
Reynolds Construction of Missouri, LLC	

IN WITNESS WHEREOF, Elizabeth L. Smith has hereunto set her hand this 15th day of October, 2024.


Elizabeth L. Smith – Executive Vice President and Secretary

Reynolds Construction, LLC

6225 N County Road 75 E Orleans, IN 47452