

RESOLUTION NO. 23-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID OF REYNOLDS CONSTRUCTION, LLC dba REYNOLDS CONSTRUCTION OF FLORIDA, LLC RECEIVED IN RESPONSE TO INVITATION TO BID (ITB) #23-007 FOR RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY RAS AND WAS PUMP SYSTEM REPLACEMENT PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$3,600,000.00; AUTHORIZING ANY NECESSARY BUDGET ADJUSTMENTS AND AMENDMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE BID DOCUMENTS, UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West owns, maintains and operates the Richard A. Heyman Environmental Protection Facility (RAHEPF); and

WHEREAS, the Return Activated Sludge and Waste Activated Sludge (RAS/WAS) system has entered the end of its useful life and must be replaced and

WHEREAS, one bid was received from Reynolds Construction, LLC in response to ITB 23-007, for Richard A. Heyman Environmental Protection Facility RAS and WAS Pump System Replacement Project, and City staff determined the bid to be responsive and responsible; and

WHEREAS, City staff accordingly recommends that the City Commission award the bid to Reynolds Construction, LLC in response to ITB 23-007.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the bid of Reynolds Construction, LLC is hereby awarded in response to ITB 23-007 for Richard A. Heyman Environmental Protection Facility RAS and WAS Pump System Replacement Project, in an amount not to exceed \$3,600,000.00.

Section 2: That the project is budgeted in Sewer Fund 401-3504-535-6500, Project #SE35042102. Any additional necessary budget transfers, adjustments or amendments are hereby authorized.

Section 3: That the City Manager is authorized to execute a contract in substantial conformance with the bid documents upon consent of the City Attorney.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 8th day of June, 2023.

Authenticated by the Presiding Officer and Clerk of the Commission on 8th day of June, 2023.

Filed with the Clerk on June 8, 2023.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



TERI JOHNSTON, MAYOR

ATTEST:




CHERYL SMITH, CITY CLERK



MEMORANDUM

Date: June 8, 2023

To: Honorable Mayor and Commissioners

Via: Albert P. Childress 
City Manager

From: Kelly Crowe, P.E.
Utilities Director

Subject: **Awarding the construction contract to Reynolds Construction, LLC for ITB 23-007 Richard A. Heyman Environmental Protection Facility RAS and WAS Pump System Replacement Project**

Introduction

Staff recommends that the Mayor and City Commission award a construction contract to Reynolds Construction, LLC for the bid proposal received in response to Invitation to Bid (ITB) 23-007 and authorize the City Manager to execute a contract in substantial conformance with the bid documents upon consent of the City Attorney and execute any necessary budget transfers.

Background

The Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) pumps at the Richard A. Heyman Environmental Protection Facility (RAHEPF) are used to maintain balance of microorganisms in the treatment process of wastewater. These pumps are over 30 years old, exhibit significant signs of wear and tear and are at the end of their useful life. Localized equipment related to the pumps, including instrumentation and plumbing, show similar signs of age-related deterioration. It is necessary to renew the RAS pumps, WAS pumps, instrumentation, and plumbing to maintain and improve reliability and serviceability of the critical systems at the RAHEPF.

Design was finalized in March of 2023 and ITB 23-007 was advertised on April 1, 2023. Staff required a mandatory pre-bid meeting on-site to allow contractors review the existing system, take measurements and ask questions. Only one bid was received on May 10, 2023 from Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC in the amount of \$3,600,000.00. Given the recent spikes in construction costs, staff believes the proposed cost is reasonable. In addition, staff recommends awarding a contract and starting construction as soon as possible to ensure continuous operations.

Procurement

The project was competitively bid in conformance with our Code of Ordinances through ITB 23-007. One bid was received by Reynolds Construction , LLC. The bid amount was determined to be responsible and responsive. The proposed cost of \$3,600,000.00 was determined to be reasonable.

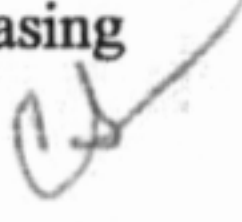
The RAS/WAS pump systems replacement project is identified as project number SE35042102 and is budgeted under 401-3504-535-6500. The project has \$1,446,000.00 in funds currently available. Funds in the amount of \$2,154,000.00 will need to be transferred from the following accounts to fund the project cost of \$3,600,000.00:

Project/Item	Account	Project #	Available	Use
RAS Valves	401-3504-535-6500		\$200,000.00	\$200,000.00
Clarifier Repair	401-3504-535-6500		\$300,000.00	\$300,000.00
Aeration Basin Repair	401-3504-535-6500		\$300,000.00	\$300,000.00
Solids Dewatering	401-3504-535-6500	SE35042006	\$2,915,286.65	\$900,000.00
Pump Station A	401-3503-535-6500		\$325,000.00	\$225,000.00
Reserves	401-3501-535-9900		\$5,454,243.00	\$229,000.00
Total Transfer				\$2,154,000.00

Recommendation

Staff recommends the award for the construction for the replacement of critical equipment and infrastructure that is beyond its useful service life at RAHEPF. Staff recommends that the Mayor and Commission approve the award of the construction contract to Reynolds Construction, LLC for the bid proposal received in response to Invitation to Bid (ITB) 23-017 in the amount of \$3,600,000.00 and authorize the City Manager to execute a contract in substantial conformance with the bid documents upon consent of the City Attorney. Staff also recommends authorizing the City Manager to execute any necessary budget transfers.

INTEROFFICE MEMORANDUM

To: Ian McDowell, Assistant Engineer
CC: Jessica Durocher, Purchasing
From: Cheri Smith, City Clerk 
Date: May 10, 2023
Subject: **ITB 23-007 Richard A. Heyman Environmental Protection Facility RAS and WAS Pump System Replacement**

The following bids were opened Wednesday, May 10, 2023 at 3:00 p.m. in response to the above referenced project.

1. Reynolds Construction
300 East Broad Street
Fairburn, GA 30213 \$3,600,000

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #23-007 RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY RAS AND WAS PUMP SYSTEM REPLACEMENT, 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 **May 10, 2023** 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 #23-007 RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY RAS AND WAS PUMP SYSTEM REPLACEMENT addressed and delivered to the City Clerk at the address noted above.

The proposed project consists of providing all labor, equipment, and materials to remove and replace the pumps, valves, plumbing, meters, variable frequency drives, instrumentation, controls, and supports for the waste active sludge (WAS) and return activated sludge (RAS) systems at the Richard A. Heyman Environmental Protection Facility (RAHEPF).

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

A mandatory pre - bid meeting will be held on **April 17, 2023** at 10 A.M at Richard A. Heyman Environmental Protection Facility, 100 Fleming Key Road, Key West, Florida, 33040, located at Naval Air Station Trumbo Point Annex. Remote attendance is not permitted.

Pre-bid Meeting Attendance Instructions

Access for contractors to visit the construction site on Truman Annex will require a day pass issued by NASKW Commercial Gate (Rockland Key). **The deadline for requests for passes is April 10, 2023.**

Instructions

1. Please provide to the City of Key West at cimcdowell@cityofkeywest-fl.gov the names and email addresses of all persons who will attend the pre-bid site visit. Names and email addresses must be provided one-week prior to the pre-bid site visit.
2. City of Key West will coordinate all access requests and provide an email with instructions. Access will be requested on the designated date and time for the contractor site visit.
3. Please print and bring a paper copy of the email to present to the security officer when requesting your access day-pass to Truman Annex Fort Street/Navy Beach tide valve for the pre-bid site visit. The email is the authorization to request access to job site.
4. Please present valid identification as per requirements. [Please refer to attached ID requirements to provide in ITB instructions.] Persons with a felony record will not be allowed on base. Vehicle registration and proof of insurance may be requested by NASKW security personnel and must be in the vehicle at all times.
5. Please be advised weapons are not allowed on base.
6. Location of the Commercial Gate is N.A.S. Truck Entrance, mile marker 9 (Rockland Key), U.S. 1 Overseas Highway. [Attached location map may be included in ITB document.]

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY 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 SUBMIT PROOF OF SUCH WITH THE BID.

The successful Bidder shall furnish documentation showing that he is 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 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

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

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his 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.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY 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 Ian McDowell, Assistant Engineer, at cimcdowell@cityofkeywest-fl.gov. The deadline for requests is one week before bid opening.

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 he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY 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

1. 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.

2. 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.

3. QUALIFICATION OF CONTRACTORS

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

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning 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 he may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform himself 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.

5. 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. 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.

The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade/type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment. A 5% allowance should be included among the line items.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLUE ink. 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 his 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 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 in behalf of the partnership. If 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 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 his Bid his experience record showing his experience and expertise in the specified work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State 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 his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his 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
Cone of Silence Affidavit
Vendor Certification Regarding Scrutinized Companies Lists
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.

7. 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 Contractor, 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 the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not 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. File name shall include company name.**

Each BID must be submitted in a sealed envelope, so 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.

9. 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.

10. 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 his BID for a period of ninety (90) days after 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 in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his 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, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 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 Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within 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 Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 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.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 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 insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied his 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.

17. 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 Contractor receives a Notice to Proceed, he 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 not exceed **270** calendar days.

NOTE TO BIDDER: Use preferably BLUE ink for completing this BID form.

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **RICHARD A. HEYMAN ENVIRONMENTAL
PROTECTION FACILITY RAS AND WAS PUMP SYSTEM
REPLACEMENT**
ITB# 23-007

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 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

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 Owner 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.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, 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 270 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 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,

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(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

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

RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY RAS AND WAS PUMP SYSTEM REPLACEMENT:

LUMP SUM REPAIR AND REPLACEMENT OF RAS AND WAS SYSTEM PUMPS, PLUMBING, VALVES, METERS, INSTRUMENTATION, DRIVES, WIRING, SUPPORTS, AND APPURTENANCES

\$ 3,600,000.00

In Words:

Three Million Six Hundred Thousand Dollars & Zero Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

<u>Demo of Existing Equipment & Pipe</u>	<u>\$775,000</u>
<u>Installation of New Pipe & Pumps</u>	<u>\$2,160,000</u>
<u>All Coatings</u>	<u>\$240,000</u>
<u>Installation of Concrete Pedestals & Pipe Supports</u>	<u>\$75,000</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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:

Nearshore Electric

Name

5680 1st Avenue, Suite 5, Key West, Florida, 33040
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

C.C. Control Corp.

Name

5760 CORPORATE WAY, SUITE 100, West Palm Beach, Florida, 33407
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

SURETY

Travelers Casualty and Surety Company of America

whose address is

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

BIDDER

The name of the Bidder submitting this Bid is

Reynolds Construction, LLC dba Reynolds Cosntruction of Florida, LLC doing business at
300 East Broad Street, Fairburn, GA, 30213
Street City State Zip

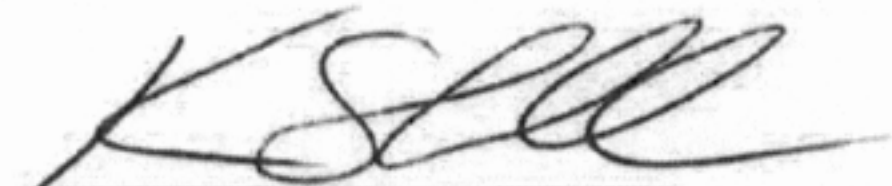
which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

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:

<u>Jeff Reynolds, Director</u>	<u>Paul Burton, Executive Vice Presdient</u>
<u>Les Archer, President</u>	<u>Kevin Strott, Executive Vice President</u>
<u>Liz Smith, Exec VP & Secreatry</u>	
<u>Kevin Shemwell, Executive Vice President</u>	

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 10 day of May 2023.



Signature of Bidder

Kevin Shemwell, Executive Vice President

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 10 day of May 2023.

Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

Name of Corporation [Signature]

By Kevin Shemwell, Exec. Vice President

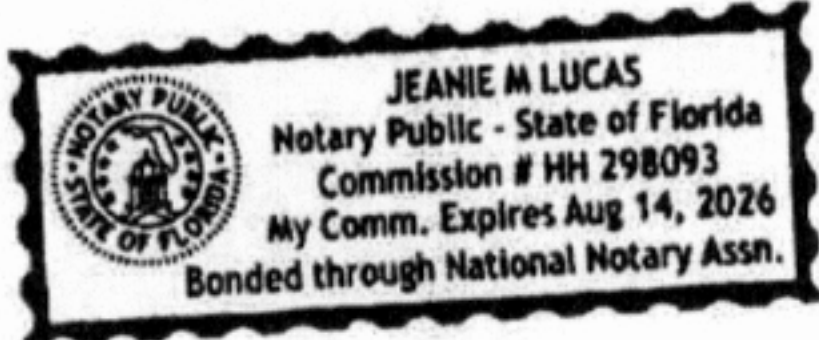
Title Jeanie Lucas

Attest Jeanie Lucas, Assistant Secretary

Sworn and subscribed before this 10 day of May, 2023

Jeanie Lucas
NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 8/14/2026



FLORIDA BID BOND

BOND NO. N/A

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

KNOW ALL MEN BY THESE PRESENTS, that _____

Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

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

having its principal place of business at One Tower Square, Hartford, 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 # 23-007/ RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY RAS AND WAS PUMP SYSTEM REPLACEMENT 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:

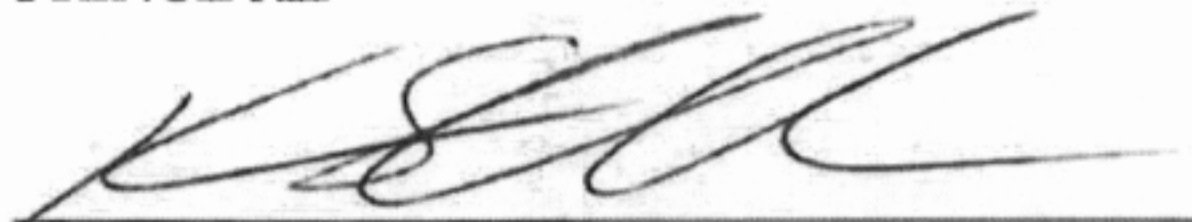
ITB # 23-007 / RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY RAS AND WAS PUMP SYSTEM REPLACEMENT

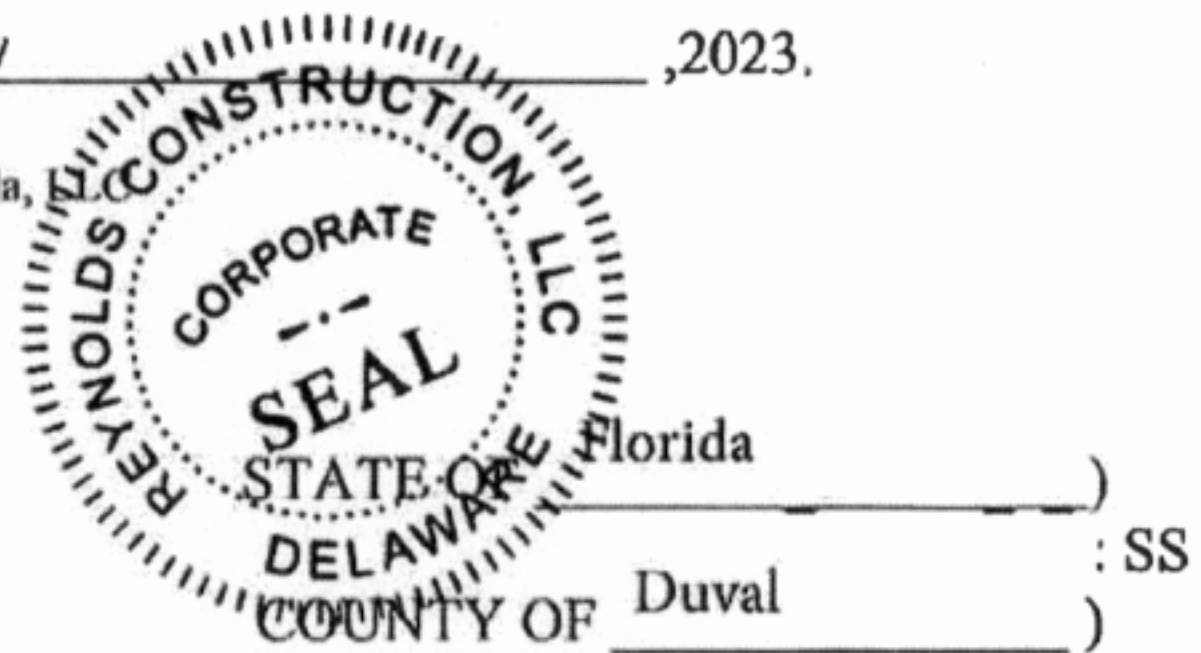
WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY 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 10th day of May, 2023.

Reynolds Construction, LLC dba Reynolds Construction of Florida,
PRINCIPAL


By KEVIN SHEPPARD, EXECUTIVE VICE PRESIDENT



Travelers Casualty and Surety Company of America

SURETY


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



ITB No: 23-007

RAHEPF RAS AND WAS PUMP SYSTEMS REPLACEMENT
BID BOND



**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. Muco, 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, 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, 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 10th day of May, 2023



Kevin E. Hughes, Assistant Secretary


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

ANTI - KICKBACK AFFIDAVIT

STATE OF Florida)

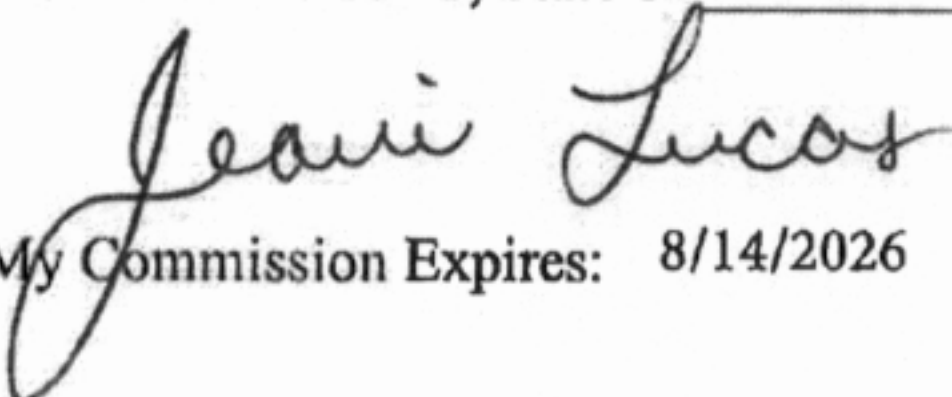
SS COUNTY OF Duval)

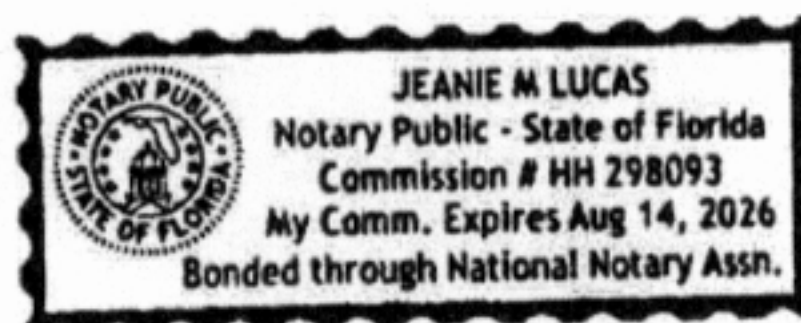
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Kevin Shemwell, Executive Vice President

Sworn and subscribed before me this 10 day of May, 2023.

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 Bid for Reynolds Construction, LLC dba
Reynolds Construction of Florida, LLC

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 N/A

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.)


(Signature) Kevin Shemwell, Executive Vice President

5/10/2023

(Date)

STATE OF Florida

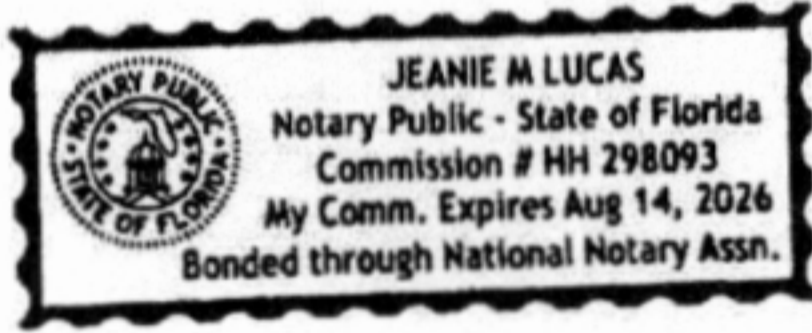
COUNTY OF Duval

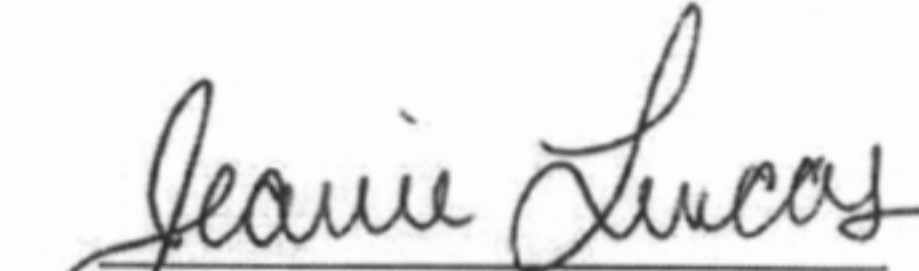
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 10 day of May, 2023.

My commission expires: 8/14/2026




NOTARY PUBLIC
Jeanie Lucas

INDEMNIFICATION

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

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

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

300 East Broad Street, Fairburn, GA 30213

Address



Signature

Kevin Shemwell

Print Name

Executive Vice President

Title

DATE: 5/10/2023



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

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

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

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

Business Name Not Applicable Phone: _____

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

Length of time at this address: _____

Signature of Authorized Representative Date: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023.

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

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
COUNTY OF Duval) : SS

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

10 Day of May, 2023.

Jeanie Lucas
Jeanie Lucas
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/14/2026



**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

Vendor FEIN: 81-534996

Vendor's Authorized Representative Name and Title: Kevin Shemwell, Exec. 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 REFERENCED COMPANY.

Authorized Signature: 

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Bid filled in, using blue ink. [✓]
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 (10) ten 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 labeled in conformance with the instructions in the Invitation to Bid. [✓]

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2023,
by and between the CITY OF KEY WEST, hereinafter called the "Owner", and _____

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB # 23-007 RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY RAS AND WAS PUMP SYSTEM REPLACEMENT Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ 2023, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within 270 days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails 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 at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

ITB No: 23-007

RAHEPF RAS AND WAS PUMP SYSTEMS REPLACEMENT
CONTRACT

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ Day of _____, A.D., 2023.

CITY OF KEY WEST

By

Attest

City Manager

Title

CONTRACTOR

By

Attest

Title

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2023, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY AERATION, RAS AND WAS PUMP SYSTEM REPLACEMENT ITB 23-007

attached hereto, with the CITY, dated _____, 2023, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the permit form, coral

relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contractor

(Seal)

By

Attest

SURETY

(Seal)

By

Attest



Wastewater Treatment Plant Experience Last 5 Years

Project Name	City	ST	Current/ Estimated/ Actual Completion Date	Final or Current Contract Amount	Owner	Engineer	Description
Kermit H Lewin RO	Key West	FL	10/14/2023	\$7,998,692	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33040 David Hackworth 305-296-2454 dhackworth@fkaa.com	Black & Veatch 2121 Ponce de Leon, Suite 305 Coral Gables, FL 33145 Rafael Frias, PE O: 913-458-2000	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). The project also includes a 480V motor control center (MCC), network rack, local control panels for both engine generators and fuel tanks, and lighting panel for low voltage lighting and miscellaneous loads. Switchgear and PLC monitoring and controlling the generators will be located in the electrical room in the New Kermit H. Lewin Reverse Osmosis Facility project and provided under a separate contract.
Sigsbee Wastewater Lift Station Replacement	Dredger's Key Key West	FL	7/5/2023	\$2,667,078	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33040 David Hackworth, PE-Director of Capital Projects 305-295-2151 dhackworth@fkaa.com	Carollo Engineers 2056 Vista Parkway, Suite 400 West Palm Beach, FL 33411 Chris Reinbold 561-868-6400 creinbold@carollo.com	Reynolds worked in conjunction with the Florida Keys Aqueduct Authority (FCAA) to redesign the design the Engineer's design of a cast-in-place (CIP) wet well to a pre-cast solution. Reynolds worked on a design to allow the existing wet well / pump station to stay in service while operating the new wet well to assure pumping capacity and operations. Additionally, Reynolds work with the FCAA to redesign a control panel stand and sunshade structure into a combined system for an elevated suspended deck generator pad saving the Owner slab space and assisting with the functionality for maintenance. Underground influent and effluent pipes ranging in size of 4" to 12" were relocated, replaced and tied in during shutdown sequencing. Reynolds self-performed the sheeting and dewatering operations to place the pre-cast concrete wet well. All work was performed within 120' of the ocean
Marathon WWTP Chemical System Upgrades	Marathon	FL	6/30/2023	\$2,803,595	City of Marathon 9805 Overseas Highway Marathon, FL 33050 Dan Saus 305-289-5009 sausd@ci.marathon.fl.us	Weiler Engineering Corporation 6805 Overseas Hwy Marathon, FL 33050 Steve Suggs 305-289-4161 941-323-1787 ssuggs@weilerengineering.org	The City of Marathon's Utilities Department is performing capital upgrades on chemical feed systems for the 5 wastewater treatment facilities located in the City. These chemical feed systems include pumps and controls for feed of sodium hydroxide, alum, sodium hypochlorite. Underground chemical feed lines will be installed to the locations of various injection points throughout the WWTP.
Marathon Area 3, 4, & 5 WWTP Upgrades	Marathon	FL	1/21/2022	\$9,000,618	City of Marathon 9805 Overseas Hwy Marathon, FL 33050 Dan Saus - Utilities Director 305-289-5009 F 305-289-4123 sausd@ci.marathon.fl.us	Weiler Engineering Corporation 201 W. Marion Ave, Suite 1306 Punta Gorda, FL 33950 Steve Suggs, PM 941-505-1700 ssuggs@weilerengineering.org	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.



Wastewater Treatment Plant Experience Last 5 Years

Project Name	City	ST	Current/ Estimated/ Actual Completion Date	Final or Current Contract Amount	Owner	Engineer	Description
Big Coppitt WWTP Tertiary Filtration Improvements	Key West	FL	6/11/2021	\$784,765	Florida Keys Aqueduct Authority 1100 Kennedy Drive, Suite 307 Key West, FL 33040 David Hackworth, PE (Principal Engineering) 305-296-2454 dhackworth@fkaa.com	CPH, Inc. 1992 SW 1st Street Miami, FL 33135 Kyle Bechtelheimer, PE 305-274-4805 kbechtelheimer@cphcorp.com	Two (2) membrane disk filters were installed which involved a coordinated shutdown that included the installation of 10" PVC pipe, flowmeters and chemical injection relocation. All electrical and instrumentation and controls upgrades were performed under the supervision of Reynolds.
Key Largo WWTP	Key Largo	FL	5/31/2019	\$1,115,956	Key Largo Wastewater District 10335 Overseas Highway Key Largo, FL 33037 Laura Weinstock 305-451-4019 F 305-453-5807	Weller Engineering Corporation 6805 Overseas Hwy Marathon, FL 33050 Ed Castle 305-289-4163 edrcastle@we.com	Capital upgrades on three of the WWTP systems in Key Largo. These include the headworks, the process water pumping system and the walkway bridge between SBR #3 and the third floor balcony of the Operations Building.
Withlacoochee WWTP Secondary EQ Basin	Valdosta	GA	11/13/2020	\$1,793,504	City of Valdosta 1016 Myrtle Street Valdosta, Georgia Daryl Muse 229-259-3592	Lovell Engineering Associates 3998 Inner Perimeter Rd Valdosta, GA 31602 Clayton Milligan 229-253-0900 ext. 24 clayton.milligan@lea-pc.com	Construction of a lined 7.26 MG excavated basin, a new pump station, and associated gravity pipe and forcemain. The liner system included 115,000 SF of a 200 MIL non-woven geotextile, a geosynthetic clay liner, and a 60 MIL HDPE geomembrane.
Design-Build Presidents Street Bio-Solids Dryer Facility	Savannah	GA	6/1/2020	\$21,227,719	City of Savannah City Hall, 2 Bay Street Savannah, GA Lester Hendrix, PM 912-651-6620 F 912-650-7839 lhendrix@savannahga.gov	Parsons Water & Infrastructure 4701 Hedgemore Drive Charlotte, North Carolina 28209 Parsons Environment & Infrastructure Group Inc. Patrick Brooks, PE, Sr. VP of Water Construction and Business Development (703) 218-6292 Patrick.brooks@parsons.com	Reynolds designed, obtained permits, furnished and installed the necessary structures, equipment, storage, piping, electrical, and control systems comprising a complete and fully functional "Class A" solids dryer facility for the dewatered primary and waste solids generated at the President Street water reclamation facility, as well as the separate but adjacent Sludge Dewatering Facility.
Rushville Utilities	Rushville	IN	10/1/2023	\$7,754,349	City of Rushville 330 N Main Street, Suite 200 Rushville, IN 46173 Mike Pavey 765-932-3735	HWC Engineering	The City has selected Reynolds to complete the installation of Water and Sanitary Infrastructure for the Diamond Pet Food manufacturing development in the City. This project is procured using the Build Operate Transfer (BOT) project delivery method. This project includes a booster and lift stations, gravity and force mains, and a new 300,000 elevated water tank to maintain pressure and adequate flows for fire protection.



Wastewater Treatment Plant Experience Last 5 Years

Project Name	City	ST	Current/ Estimated/ Actual Completion Date	Final or Current Contract Amount	Owner	Engineer	Description
Dillman Road WWTP	Bloomington	IN	6/30/2023	\$23,961,638	City of Bloomington Utilities 100 West Dillman Road Bloomington, IN Brad Schroeder 812-824-4900	Greeley and Hansen 7820 Innovation Blvd. Suite 150 Indianapolis, Indiana 46278 Brian Bland, P.E. 317-744-2887	<p>This Improvements/expansion project to the existing wastewater treatment plant involved:</p> <ul style="list-style-type: none"> •Replacement of all RAS/WAS piping and plumbing. •New disk filter building, and all associated piping. •New Flygt RAS/WAS and Scum pumps •New Aerzen Positive displacement blowers Added 5 of these) •New Atlas Copco centrifugal blowers (added 4 of these) •Converted 3 equipment rooms to electrical rooms (electrical system for the whole plant was revised and changed from 4160 volt to 480 volt) •New Flygt RAS/WAS and scum pumps. (plant is a mirror image so this work was done on both ends of the plant) •New building to house a new Kruger Disc filter. Filter was built in Sweeden and shipped here. Has a 10mgd capacity. •Job added 207 new valves, 27 pumps from 4" to 18". Several thousand linear feet of steel and ductile iron piping
Paoli IN WWTP	Paoli	IN	6/1/2023	\$9,982,100	Town of Paoli 110 N. Gospel Street, Paoli, IN 47454 Danny Hickman 812-788-0342 dhickman@paoli.in.gov	Commonwealth Engineers, Inc. 420 NW 5th Street, Suite 201 Eric Parsley O 812-474-1177 M 812-453-6064 eparsley@contactcei.com	The proposed facility is a 1.75 MGD wastewater treatment plant including an influent lift station, screening, an SBR system, UV disinfection, cascade aeration, a sludge holding tank, a bag dewatering system, chemical phosphorus removal system, and a new effluent sewer and outfall. Reynolds' crew placed and finished an estimated 1,451 cubic yards of concrete in a continuous pour for the new WWTP project.
Belmont Ash Slurry	Indianapolis	IN	7/19/2022	\$1,780,632	Citizens Energy Group 2020 N Meridian St. Indianapolis IN 46202 Ben Reed 317-927-4609 breed@citizensenergygroup.com	Donohue & Associates, Inc. 101 West Ohio Street, Suite 820 Indianapolis, IN 46204 Greg Garnes 317-267-8200 ggarnes@donohue-associates.com	Removal and replacement of 2 parallel 8-inch glass lined FRP ash slurry pipelines- approximately 4,400 linear feet. Pipeline replacement includes all bends, fittings, control valves for discharge on each line as well as 2 additional discharges from each pipeline. Rehabilitation and painting of all pipe supports & construction of 7 new pipe supports to replace selected supports.
Sheridan WW System	Sheridan	IN	6/30/2022	\$6,825,324	American Water Co - Indiana 801 East 2nd Street Sheridan, IN 46069 Mike Seals 317-885-2444 Mike.Seals@amwater.com	Wessier Engineering 6219 South East Street Indianapolis, IN 46227 Robert Holden, PhD, P.E. , BCEE 317-788-4551 Fax: 317-788-4553	<p>Additions and modifications to eliminate influent sewer overflows and increase capacity for future area growth.</p> <p>Primary new features include: Demolition of existing concrete digester, installation of new Headworks consisting of new 60" Interceptor manhole, New Raw Sewage Lift Station, Headworks screening area, New Concrete Splitter Box, new Biolac Lagoon, Refurbishment of existing Biolac Lagoon, new 65' Secondary Clarifier, New Chlorine Contact Tank, new RAS/WAS Wet Well/Lift Station, interconnecting U/G Piping, new Disinfection System utilizing Chlorine Gas and Bisulfate feed systems , added blower with new Aeration System (Lagoons & Existing Digester,) Ferric System Upgrades, and a total I&C SCADA system.</p>



Wastewater Treatment Plant Experience Last 5 Years

Project Name	City	ST	Current/ Estimated/ Actual Completion Date	Final or Current Contract Amount	Owner	Engineer	Description
Slide Gates	Indianapolis	IN	5/31/2022	\$1,674,592	Shea-Kiewit JV 1736 S. West Street Indianapolis, Indiana 46225 Percy Townsend 317-887-5273 percy.townsend@jfshea.com	N/A	Installation of (3)- separate Slide Gates w/ actuators, SS Trash Racks, and concrete fillets. All the sites involved permitted confined spaces.
Pre-Treatment and Pumping Facility (East Plant) Improvements	Brownsburg	IN	11/14/2021	\$1,050,017	Town of Brownsburg 61 N. Green Street Brownsburg, IN 46112 Kathy Dillon 317-852-1114	GRW Engineers 801 Corporate Drive Lexington, KY 40503 Darren Wells 317-347-3650	Reynolds furnished all labor, equipment, materials, and services to construct, install, test, start-up, and place into operation the East Plant Improvements Reynolds also completed all related civil/site work, process mechanical, rchitectural, structural, HVAC, plumbing, electrical, and instrumentation & control work.
Columbus Dewatering	Columbus	IN	12/5/2020	\$1,372,960	Columbus City Utilities Scott Dompke, P.E., Director Randy Duckworth, Manager of Wastewater Operations 1111 McClure Rd. Columbus, IN 47201 812-372-8861 812-447-8684- Randy	GRW Engineers Darren Wells, P. E., BCEE, Project Manager 9001 N. Wesleyan Road, Suite 200 Indianapolis, Indiana 46268 M 317-347-3650 F 317-347-3656	Reynolds installed new sludge dewatering equipment for the Columbus Wastewater Treatment Plant. Installation included new non-potable water supply piping, new centrifuge & appurtenances, new centrifuge output conveyor & appurtenances, new centrifuge sludge feed pump & appurtenances, new polymer feed equipment & appurtenances, interior, process valves and piping modifications, together with all related civil/site work, process, architectural, structural, plumbing, electrical, and instrumentation & control work.
Spurlock Station, East Kentucky Power Cooperative	Maysville	KY	5/2/2021	\$1,926,008	East Kentucky Power Cooperative 4775 Lexington Road Patrick Bischoff 859-229-4684 Patrick.bischoff@ekpc.com	GRW 801 Corporate Dr Lexington, KY Joe Henry 859-223-3999 ext 213 jhenry@grwinc.com	Construction of the Temporary Containment and Pumping project at EKPC's Spurlock Generating Station in Maysville, KY consisting of a duplex VFD driven pump station, concrete containment structure, parking/road aggregate pavement, polymer feed building, 12" HDPE force main, site grading, together with all related work
Orchard Knob Pump Station Improvements	Chattanooga	TN	4/19/2019	\$3,508,194	City of Chattanooga 101 E. 11th Street Chattanooga TN 37402 Dennis Malone, Public Works 423-643-6188	Arcadis, Inc. 1210 Premier Drive, Suite 200 Chattanooga TN 37421 Ben Campbell, PE 423-756-7193 Ben.Campbell@arcadis.com	Replacement of a pump station wet well with a new 31' diameter, 38' deep wet well; installation of new influent and effluent lines made up of 42" DIP and manholes; Construction of new sewerage pumping station, with four centrifugal non-clog submersible pumps and all accessories and appurtenances for the pump station.
Hickory Run Energy Water Infrastructure	New Castle	PA	5/30/2019	\$12,846,414	Hickory Run Energy 7500 College Blvd; Suite 400 Overland Park, KS 66210 Matthew DeSorbo, Project Manager 508-647-1956 matt@desorbo-llc.com	O'Brien & Gere 575 Lynnhaven Pkwy #260 Virginia Beach, VA 23452 H. Ali Mahan, P.E. O 757-578-9696 M 757-478-8027 ali.mahan@obg.com	Construction of a new nominal 1,000 MW combined cycle electric generating facility(power plant) in North Beaver Township, Lawrence County, Pennsylvania. Hickory Run Energy contracted withNew Castle Sanitation Authority (NCSA) to provide reclaimed water from NCSA's wastewater treatment plant ata rate of 2,500 gpm to 5,000 gpm to support the operation of the power plant.The NCSA's wastewater treatmentplant is located in New Castle, Pennsylvania.



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

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

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Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1525041 ISSUED: 06/14/2022
 CERTIFIED GENERAL CONTRACTOR
 SHEMWELL, KEVIN DUANE
 REYNOLDS CONSTRUCTION OF FLORIDA,

 Signature
 LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
 EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CGC1525041

EXPIRATION DATE: AUGUST 31, 2024

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



ISSUED: 06/14/2022

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CERTIFICATE

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

1. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of April 26, 2023; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

AUTHORITY TO ENTER INTO CONTRACTS

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

NOW, THEREFORE, BE IT RESOLVED, that effective as of April 26, 2023, the authority of the following officers and employees of the corporation to (i) accept customer purchase orders and affix the corporate seal thereon and (ii) issue bids and/or enter into contracts with customers in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

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

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

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

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

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

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

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

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

2. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of April 26, 2023; 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	Timothy C. Wiley	— Vice President
Kevin F. Strott	— Executive Vice 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 and Secretary	Jeanie M. Lucas	— Assistant Secretary
John R. Chase	— Vice President	Wendy C. Scudder	— Assistant Secretary
William R. Ryon	— Vice President	Jon D. Kinney	— Assistant Secretary
Randolph E. Tummers	— Vice President	Freddye Churbock	— Assistant Secretary
Adam K. Ralph	— Vice President	Stephanie A. Keffer	— Assistant Secretary
Jeffrey P. Berning	— Vice President	Patricia J. Tellez	— Assistant Secretary

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

Reynolds Construction of Alabama, LLC
Reynolds Construction of Arkansas, LLC
Reynolds Construction of Delaware, LLC
Reynolds Construction of Florida, LLC
Reynolds Construction of Georgia, LLC
Reynolds Construction of Indiana, LLC
Reynolds Construction LLC of Louisiana
Reynolds Construction of Mississippi, LLC

Reynolds Construction of Missouri, LLC
Reynolds Construction of New Jersey, LLC
Reynolds Southwest, LLC
Reynolds Construction of New York, LLC
Reynolds Construction of Pennsylvania, LLC
Reynolds Lone Star Construction, LLC
Reynolds Construction of Washington, LLC
Reynolds Construction of West Virginia, LLC

IN WITNESS WHEREOF, Elizabeth L. Smith has hereunto set her hand this 26th day of April, 2023.


Elizabeth L. Smith – Executive Vice President and Secretary

Reynolds Construction, LLC

6225 N County Road 75 E Orleans, IN 47452