

## CONTRACT

This Contract, made and entered into this 5 day of June, 2020, by and between the City of Key West, hereinafter called the "Owner", and Charley Toppino & Sons, Inc 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 their own Proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances necessary for installation, repair and replacement of roadway striping including centerlines, parking, residential parking decals, etc.; curb paint, signage, utility pole paint, and any scope assigned by the City located throughout the City of Key West, FL, to the extent of the Bid made by the Contractor, dated the 15 day of April, 2020, all in full compliance with the Contract Documents referred to herein:

INVITATION TO BID, INSTRUCTIONS TO BIDDER, PROPOSAL, PERFORMANCE AND PAYMENT BONDS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, SPECIFICATIONS, DRAWINGS AND ADDENDA, which consists of PAVMENT MARKINGS, STRIPING & ROADWAY SIGNAGE 2020, ITB 20-007 are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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 the time specified in the Work Orders 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, for each Work Order.

In the event that the Contractor shall fail to complete the work within the time limit established in a specific work order or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$500 per day. Sundays and legal holidays shall be included in determining days in default.

This Contract will automatically expire and be terminated two (2) year after the date of the execution of the Contract by the Owner, unless Owner grants a one-year contract extension at the discretion of the City.



IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this 5 day  
of JUNE, 2020.

CITY OF KEY WEST, FLORIDA



By: Gregory W. Veliz, City Manager

Contractor: Charley Toppino & Sons, Inc

By: Michael J. Toppino

Title: President



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

**BID PROPOSAL**

To: The City of Key West, Florida

Address: 1300 White Street  
Key West, Florida 33040

Project Title: Pavement Markings, Striping, and Roadway Signage 2020

Project No.: ITB 20-007

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

Name: Charley Toppino & Sons, Inc

Telephone: 305-296-5606

E mail: Atoppino@charleytoppino.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 understand the work involved, including materials and equipment, and conditions of work, 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.

The Bidder further agrees that he has exercised their own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, City, and other sources in arriving at their conclusions.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Bid is accepted, he will, within 10 days after 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, tool, apparatus, and other means of



construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

#### CERTIFICATES OF INSURANCE

Bidder agrees to furnish the City, before commencing the work under this Contract, the certificates of insurance 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 construction, in all respects, within the number of calendar days set forth in each Work Order.

This Contract will automatically expire and be terminated TWO (2) years after the date of the execution of the Contract by the City unless granted a ONE (1) year contract extension at the discretion of the City.

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by a particular Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the rate of \$500 per day for all work authorized under said Work Order until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

#### ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos'. 1, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_ (Bidder shall insert the number 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.

#### BASE BID

Base bid shall be the total sum of the cost

#### UNIT PRICES

Unit Prices are for additional work beyond lump sum bid price. Work will be performed on a lump sum basis and prices for additional work will adhere to unit prices included in bid form.



### BID PROPOSAL FORM

FDOT Item Number	Item Description	Quantity & Unit	Unit Price
0101-1	Mobilization/Demobilization per work order	Each	\$ <u>5,500.00</u>
0523-1	Patterned pavement, vehicular areas	SF	\$ <u>13.75</u>
0523-2	Patterned pavement, non-vehicular areas	SF	\$ <u>13.50</u>
0700-1315	Retroreflective sign strip – furnish and install, 5’	Each	\$ <u>175.00</u>
0705-101	Object marker (type 1)	Each	\$ <u>450.00</u>
0705-111	Delineator (flexible tubular)	Each	\$ <u>150.00</u>
0706-11	Retro-reflective pavement markers	Each	\$ <u>8.00</u>
0711-17-1	Remove existing thermoplastic pavement markings	SF	\$ <u>3.50</u>
0710-11121	Painted pavement markings (standard, white, solid, 6’')	LF	\$ <u>2.50</u>
0710-11123	Painted pavement markings (standard, white, 12’')	LF	\$ <u>3.50</u>
0711-11121	Thermoplastic (70 mil, white, solid, 6’')	LF	\$ <u>2.75</u>
0711-11123	Thermoplastic (70 mil, white, solid, 12’')	LF	\$ <u>4.20</u>
0711-11124	Thermoplastic (70 mil, white, solid, 18’')	LF	\$ <u>5.20</u>
0711-11125	Thermoplastic (70 mil, white, solid, 24’')	LF	\$ <u>6.20</u>
0711-11160	Thermoplastic (70 mil, white, message) RESIDENTIAL PARKING	Each	\$ <u>250.00</u>
0711-11170	Thermoplastic (70 mil, white, arrow)	Each	\$ <u>200.00</u>
0710-11201	Painted pavement markings (standard, yellow, solid, 6’')	LF	\$ <u>2.60</u>
0711-11221	Thermoplastic (70 mil, yellow, solid, 6’')	LF	\$ <u>3.00</u>
0711-11223	Thermoplastic (70 mil, yellow, solid, 12’')	LF	\$ <u>4.20</u>
0711-11224	Thermoplastic (70 mil, yellow, solid, 18’')	LF	\$ <u>5.20</u>
0711-11421	Thermoplastic (70 mil, blue, solid, 6’')	LF	\$ <u>4.00</u>
0710-11421	Painted pavement markings (standard, blue, 6’')	LF	\$ <u>3.00</u>
0711-11460	Thermoplastic (70 mil, blue, handicap symbol)	Each	\$ <u>300.00</u>
N/A-1	Thermoplastic (greenback sharrow)	Each	\$ <u>250.00</u>
0711-21	Thermoplastic (70 mil, green, bike Lane)	SF	\$ <u>5.00</u>
0711-22	Thermoplastic (70 mil, green, bike Box)	SF	\$ <u>5.00</u>
N/A-2	Curb paint (red)	LF	\$ <u>2.00</u>
N/A-3	Curb paint (yellow)	LF	\$ <u>2.00</u>



FDOT Item Number	Item Description	Quantity & Unit	Unit Price
N/A-4	Repaint street names on utility poles	Each	\$ <u>350.00</u>
N/A-5	New single post and new sign (includes existing sign/post removal, 3" dia. alum. post, brackets, concrete footer and installation)	Each	\$ <u>2,100.00</u>
N/A-6	Single signpost (includes existing post removal, 3" dia. alum. post, brackets, concrete footer and installation, reuse existing sign)	Each	\$ <u>1,800.00</u>
N/A-7	FDOT Sign installation (includes sign, post, and installation labor and materials)	Each	\$ <u>2,500.00</u>
N/A-8	Performance and payment bonds (based upon Subtotal Extended Amounts = \$ <u>\$20.00/THOUSAND</u> )	Per \$1,000	\$ <u>20.00</u>

Charley Toppino & Sons, Inc

Company Name



Authorized Signature



Title



## 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:

Roadrunner Striping Technologies

Name

9804 NW 80th Ave, Hialeah Gardens, FL, 33016  
Street City State Zip

Atlantic Paving Co Inc

Name

10640 NW 123rd St Rd #103, Medley, FL, 33178  
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, Hartford, CT, 01683  
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Charley Toppino & Sons, Inc

doing business at

129 Toppino Industrial Dr, Key West, FL, 33040  
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:

FRANK P TOPPINO, DIRECTOR

EDWARD TOPPINO, DIRECTOR

RICHARD TOPPINO, PRESIDENT

DANIEL TOPPINO, ASST SECRETARY

JOHN TOPPINO, VICE PRESIDENT

ANDREW TOPPINO, VICE PRESIDENT

ASHLEY PEATTIE, CFO

PAUL TOPPINO, EVP



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set their (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 14 day of April 2020.

(SEAL)

Charley Toppino & Sons, Inc  
Name of Corporation

By

Richard Toppino

Title

President

Attest

[Signature]

Secretary



## EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

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

SEE ATTACHED LIST

[illegible]



FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc.

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 Bid Proposal Submitted

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 their or its Bid for

**ITB # 20-007 / PAVEMENT MARKING, STRIPING, AND ROADWAY SIGNAGE 2020**  
**/ II41022003** 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 detailed Specifications, entitled:

**ITB # 20-007 / PAVEMENT MARKINGS, STRIPING, AND ROADWAY SIGNAGE 2020 / II41022003**

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 7 day of April, 2020.

PRINCIPAL: Charley Toppino & Sons, Inc.

By 

STATE OF Florida )

COUNTY OF Monroe )

: SS

Travelers Casualty and Surety Company of America  
SURETY

By 

William L. Parker, Attorney in Fact & FL Res Agent







**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 **William L. Parker** of **MIAMI**, Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 7th day of April, 2020



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-in-Fact and the details of the bond to which the power is attached.



ANTI – KICKBACK AFFIDAVIT

STATE OF FL )  
 )  
COUNTY OF Monroe ) : SS

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: Richard J. Quinn

Michael Labrada  
Sworn and subscribed before me this 13 day of Apr, 2020.

NOTARY PUBLIC, State of FL at Large

My Commission Expires:





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 \_\_\_\_\_  
Pavement Markings Striping & Signage ITB 20-007

2. This sworn statement is submitted by Charley Toppino & Sons, Inc

(Name of entity submitting sworn statement)

whose business address is PO Box 787, Key West, FL 33041

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2426906

\_\_\_\_\_

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

3. My name is Richard Toppino

(Please print name of individual signing)

and my relationship to the entity named above is 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).

  x   Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

       There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

       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.)



Richard Toppan

(Signature)

4/15/20

(Date)

STATE OF FL

COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Richard Toppan who, after first being sworn by me, affixed his/her

(Name of individual signing)

Signature in the space provided above on this 13 day of April, 2020.

My commission expires:



Michael Labrada

NOTARY PUBLIC



## 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: Charley Toppino & Sons, Inc

SEAL:

PO Box 787, Key West, FL 33041  
Address

  
Signature

Richard Toppino  
Print Name

President  
Title

DATE:

4/13/20





**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 Charley Toppino & Sons, Inc Phone: 305-296-5606

Current Local Address: 129 Toppino Industrial Dr Fax 305-296-5189  
(P.O Box numbers may not be used to establish status)

Length of time at this address: 60 years

Richard Toppino Date: 4/13/20  
Signature of Authorized Representative

STATE OF FL COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 13 day of Apr, 2020.

By Richard Toppino, President, of Charley Toppino & Sons, Inc  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

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



Michael Labrada  
Signature of Notary

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

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

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



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL )  
 : SS  
COUNTY OF Monroe )

I, the undersigned hereby duly sworn, depose and say that the firm of Charley Toppino & Sons, Inc provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: Richard Jeffin

Sworn and subscribed before me this

13 Day of April, 2020.

Michael Labrada

NOTARY PUBLIC, State of FL at Large

My Commission Expires: \_\_\_\_\_





CONE OF SILENCE AFFIDAVIT

STATE OF FL )  
 : SS  
COUNTY OF MONROE )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Charley Toppino & Sons, Inc 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

13 Day of Apr, 2020.

*Michael Labrada*

NOTARY PUBLIC, State of FL at Large

My Commission Expires: \_\_\_\_\_





NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA                     )  
                                                          :  
SS COUNTY OF MONROE                 )

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

By: Richard Sepin

Sworn and subscribed before me this

13 day of Apr, 2020.

Michael Labrada  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 305-591-0090 <b>E-MAIL ADDRESS:</b> certsmiami@mma-fl.com <b>FAX (A/C, No):</b> 212-948-5665												
<b>INSURED</b> Charley Toppino & Sons Inc. Monroe Concrete Products Inc. P.O BOX 787 Key West FL 33041	<b>INSURER(S) AFFORDING COVERAGE</b> <table><tr><td><b>INSURER A:</b> Travelers Indemnity Co of America</td><td><b>NAIC #</b> 25666</td></tr><tr><td><b>INSURER B:</b> Phoenix Insurance Company</td><td>25623</td></tr><tr><td><b>INSURER C:</b> Travelers Property Casualty Co of Amer</td><td>36161</td></tr><tr><td><b>INSURER D:</b> Travelers Indemnity Company</td><td>25658</td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER A:</b> Travelers Indemnity Co of America	<b>NAIC #</b> 25666	<b>INSURER B:</b> Phoenix Insurance Company	25623	<b>INSURER C:</b> Travelers Property Casualty Co of Amer	36161	<b>INSURER D:</b> Travelers Indemnity Company	25658	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES****CERTIFICATE NUMBER:** 837751150**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		DTC03202M181TIA19	5/19/2019	5/19/2020	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																			
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GENERAL AGGREGATE	\$ 4,000,000																			
PRODUCTS - COM/OP AGG	\$ 2,000,000																			
	\$																			
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		810ON42844819	5/19/2019	5/19/2020	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP3J65722119	5/19/2019	5/19/2020	<table><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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AGGREGATE	\$ 10,000,000																			
	\$																			
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		UB4K52636619	5/19/2019	5/19/2020	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Aggregate applies per Project if required by written contract.

Proof of Insurance only.

**CERTIFICATE HOLDER****CANCELLATION**

Charley Toppino & Sons, Inc  
PO Box 787  
Key West, FL 33041

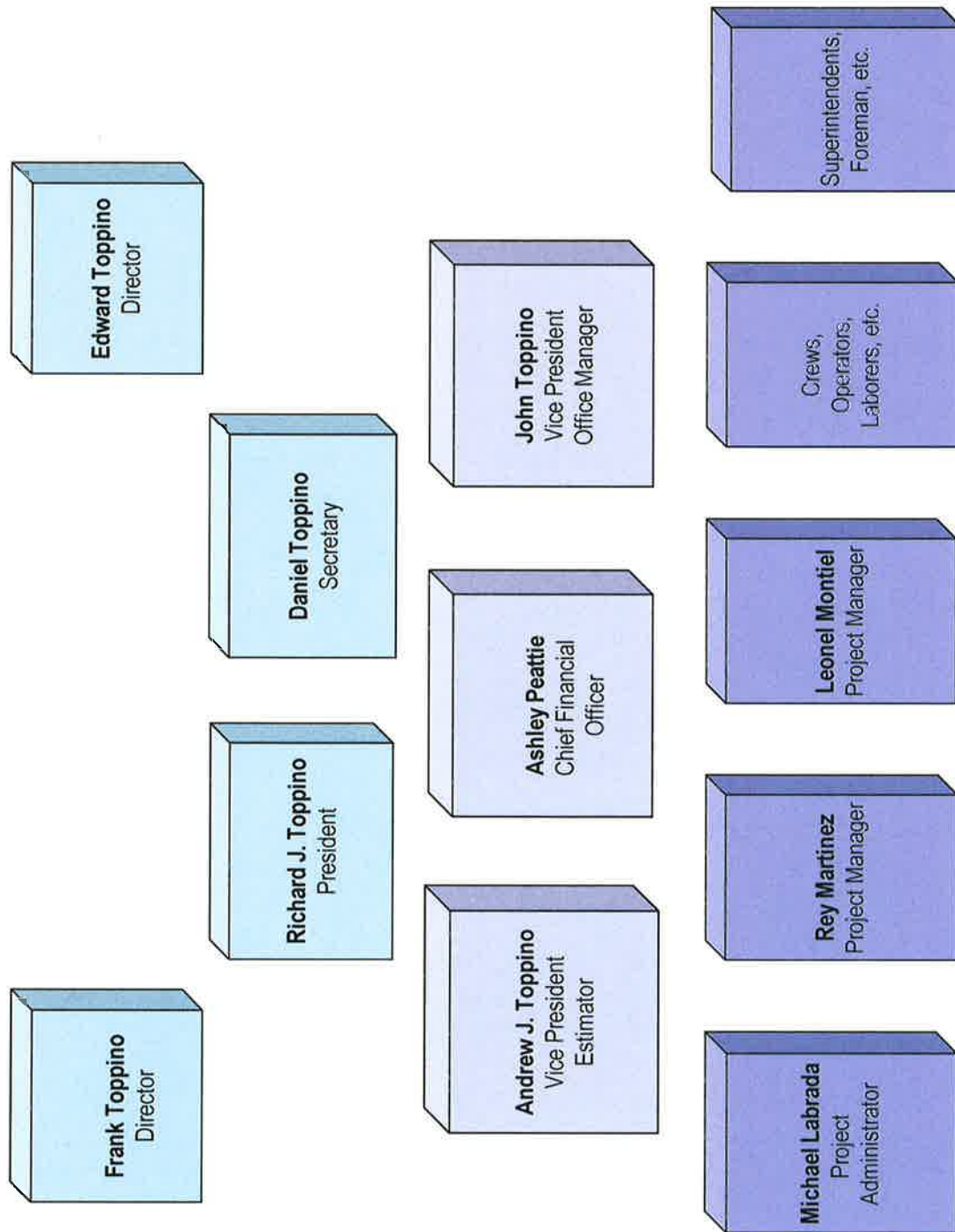
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Charley Toppino and Sons, Inc.**  
**P.O. Box 787 Key West, FL 33040**  
**Organizational Chart**







RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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

**TOPPINO, JOHN PETER**

CHARLEY TOPPINO & SONS INC  
129 TOPPINO INDUSTRIAL DRIVE  
KEY WEST FL 33040

**LICENSE NUMBER: CGC1518488**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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.



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name      CHARLEY TOPPINO & SONS INC  
Location Addr      2011 FLAGLER AVE  
Lic NBR/Class      23997      CONTRACTOR DBPR STATE CERTIFIED  
Issued Date      9/23/2019      Expiration Date:    September 30, 2020

GENERAL CONTRACTOR

### Comments:

Restrictions:      DBPR #CGC1518488 (8/31/20)

CHARLEY TOPPINO & SONS INC  
PO BOX 787

This document must be prominently displayed.

KEY WEST, FL 33041

TOPPINO, FRANK





**Cash Register Receipt**  
City of Key West

**Receipt Number**  
**R19214**

DESCRIPTION	ACCOUNT	QTY	PAID
LicenseTRAK			\$341.00
23997 Address: 2011 FLAGLER AVE APN: 00045270-000000			\$341.00
CONTRACTOR DBPR STATE CERTIFIED			\$341.00
CONTRACTOR DBPR STATE CERTIFIED			\$341.00
<b>TOTAL FEES PAID BY RECEIPT: R19214</b>			<b>\$341.00</b>

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Date Paid: Monday, September 23, 2019

Paid By: CHARLEY TOPPINO & SONS INC

Cashier: JB1

Pay Method: CREDIT CARD 6338

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