

## **INVITATION TO BID**

Sealed Bids for City of Key West “**UNITED STREET IMPROVEMENTS**” addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:00 p.m.**, local time, on the **February 23, 2023**, and then will be publicly opened and read.

**Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package.** Bid package shall be enclosed in a sealed envelope, clearly marked on the outside “**ITB #23-003 UNITED STREET IMPROVEMENTS**” addressed and delivered to the City Clerk at the address noted above.

The CITY is seeking BIDS from qualified individuals or firms for roadway improvements including paving, sidewalks, curbing and stormwater improvements as well as landscape and hardscape installation and pavement markings, all in accordance with the Scope of Services and engineered drawings.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

**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.**

For information concerning the proposed work please contact Gary Volenec, City Engineer, Engineering Services by email at [Gary.Volenec@cityofkeywest-fl.gov](mailto:Gary.Volenec@cityofkeywest-fl.gov). Please include:

“ITB # 23-003 UNITED STREET IMPROVEMENTS” in the subject line of email requests. Verbal communications, per the City’s “Cone of Silence” ordinance are not allowed.

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 Proposal in question. The CITY may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY. (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor formalities or irregularities in any proposal.

The City retains the right to award bid to the bidder that best meet the needs 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 Specification 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

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the City Engineer, in writing **at least 8 calendar days prior (February 15, 2023) 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 furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

### 2. SCOPE OF SERVICES

Project includes the all construction related activities per attached engineered drawings including the following:

Roadway Improvements including paving, sidewalks, curbing and stormwater improvements as well as landscape installation and pavement markings, all in accordance with the Scope of Services and engineered drawings.

*The intent of this Scope of Work is to describe a functionally complete project (or part thereof) to be constructed in accordance with all applicable codes. Any work, materials, or equipment that may reasonably be inferred from this Scope of Work, as being required to produce the intended result shall be supplied whether or not specifically called for.*

### 3. REQUIRED QUALIFICATIONS

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

### 4. BIDDER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer 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, permits, fees, and similar subjects.

5. TYPE OF BID

UNIT PRICE

The Bid for the work is to be submitted on Unit Price basis. All items required to complete the work specified but not included in the BID shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

The total contract base bid price shall be the sum of the extended prices for all work described in the City of Key West's drawings and specifications.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly 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 Owner 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 therefor. 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 Owner 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 *roadway and sidewalk construction* and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old 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.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit at least 3 references from the above work experience.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vendor Certification
7. Non-Collusion Affidavit
8. Scrutinized Companies List Certification
9. Proof of Required Insurance

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 OWNER 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 BID PROPOSALS

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 Proposal forms provided herewith, submit one (1) original and two (2) USB drives each with a single file of the entire bid proposal package.

Each Bid must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BID

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 Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal 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 fifteen (15) days after the award of the Contract, the City will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract(s) has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within 1 calendar day after the opening of Bids the City will accept one of the Bids. 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.

The City reserves the right to accept or reject any or all Bids and to waive any formalities 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 Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds 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 Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment 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. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds 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 or furnish the required Bonds. 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. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

The CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, CONTRACTOR shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

18. PERFORMANCE OF WORK BY SUBCONTRACTOR

Each Bidder must furnish with his proposal a list of SUBCONTRACTOR performed items and the estimated value of each item.

19. 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 only be allowed in accordance with the provisions stated in the General Conditions. Time allowed for completion of the work authorized is stated in Bid.

When the Contractor receives a Notice to Proceed, he shall commence work and shall complete all work within the number of calendar days stipulated in the Contract.

The term of this contract will be one hundred eighty **(180)** calendar days.

### **BID PROPOSAL FORM**

To: City of Key West, Florida  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: UNITED STREET IMPROVEMENTS  
Project No.: ITB # 23-003

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

Company Name: Charley Toppino & Sons, Inc  
Contact Name & Telephone #: Andrew Toppino, 305-296-5606  
Email Address: 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 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, that he has personally inspected the Project, 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 Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

#### **CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Bid is accepted, he will, within 10 days after Notice of Award, sign and deliver the Contract in the form annexed hereto, and will also at that time, deliver to the City the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his 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 agrees to begin work upon receipt of the Notice to Proceed and to fully complete all work under this contract within One Hundred & Eighty (180) calendar days.

This Contract will automatically expire and be terminated on final acceptance by the Owner.

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and 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 to the Owner at the rate of **\$250.00** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

#### ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

#### SALES AND USE TAXES

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

#### LUMP SUM WORK ITEMS

The Proposal for the work is to be submitted on lump sum basis. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

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 individual lump sum amounts. The Bidder agrees that the lump sum pricing include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

\* \* \* \* \*

## BID PROPSAL FORM

### UNITED STREET IMPROVEMMENTS ITB 23-003

Pay Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
0101-1	Mobilization	1	LS	\$443,677.50	\$443,677.50
0102-1	Maintenance of Traffic	1	LS	\$51,165.00	\$51,165.00
	Erosion Control	1	LS	\$28,755.00	\$28,755.00
0107-1	Litter Removal	6.39	AC	\$2,218.31	\$14,175.00
0110-1-1	Clearing and Grubbing	0.45	AC	\$671,250.00	\$302,062.50
0110-4-10	Removal of Existing Concrete	5,094	SY	\$82.79	\$421,732.26
	Limerock Stabilized Base (LBR 100) - 6"	6,177	SY	\$60.71	\$375,005.67
0285-706	Optional Base, Base Group 06	4,969	SY	\$97.13	\$482,638.97
0327-70-5	Milling Exist Asph Pavement (2.0" Avg. Depth)	5,687	SY	\$13.57	\$77,172.59
0334-1-12	Superpave Asphaltic Conc, Traffic B	1,172	TN	\$321.30	\$376,563.60
0425-1-201	Inlet, Curb, Type 9, <10 ft. and Type P Box Alt B	2	EA	\$26,730.00	\$53,460.00
0425-1-205	Inlet, Curb, Type 9, Top	7	EA	\$12,979.29	\$90,855.03
0425-2-041	Manhole, P-7, <10	2	EA	\$21,330.00	\$42,660.00
0425-2-043	Manhole, P-7, <10, Top	2	EA	\$14,040.00	\$28,080.00
0425-5	Manhole, Adjust	26	EA	\$1,583.65	\$41,174.90
0425-6	Valve Boxes, Adjust	187	EA	\$698.10	\$130,544.70
0425-7	Replace Manhole Cover	1	EA	\$2,362.50	\$2,362.50
0430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD	52	LF	\$660.00	\$34,320.00
0430-175-124	Pipe Culvert, Optional Material, Round, 24" S/CD	459	LF	\$403.51	\$185,211.09
0444-74-2	Deep Well Injection Box, Structure With Outflow	1	EA	\$65,475.00	\$65,475.00
0520-1-10	Concrete Curb & Gutter, Type F	3,405	LF	\$81.88	\$278,801.40
0520-2-4	Concrete Curb, Type D	2,264	LF	\$85.06	\$192,575.84
0522-1	Concrete Sidewalk and Driveways, 4" thick	4,733	SY	\$150.74	\$713,452.42
0522-2	Concrete Sidewalk and Driveways, 6" thick	745	SY	\$178.65	\$133,094.25
0527-2	Detectable Warnings	458	SF	\$100.67	\$46,106.86
0643-600	Strain Pole, Wood, Remove	1	EA	\$7,425.00	\$7,425.00
1080-21-500	Utility Fixture, Valve/Meter Box, Adjust	74	EA	\$333.70	\$24,693.80
1644-800	Fire Hydrant, Relocate	1	EA	\$17,550.00	\$17,550.00
	SOP Technologies Curbed Inlet Filter Screen	9	EA	\$3,955.85	\$35,602.65
	<b>ROADWAY TOTAL:</b>	<b>\$4,696,393.53</b>			

Pay Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
700-1-11	Single Post Sign, F&I Ground Mount, up to 12 SF	46	AS	\$1,552.50	\$71,415.00
700-1-50	Single Post Sign, Relocate	2	AS	\$1012.50	\$2,025.00
706-1-3	Raised Pavement Marker, Type B (Blue)	9	EA	\$5.00	\$45.00
710-11-101	Painted Pavement Markings, Std, White, Solid, 6"	1.297	GM	\$2,745.90	\$3561.43
710-11-123	Painted Pavement Markings, Std, White, Solid for	1760	LF	\$.75	\$1,320.00
710-11-124	Painted Pavement Markings, Std, White, Solid for	99	LF	\$2.05	\$202.95
710-11-125	Painted Pavement Markings, Std, White, Solid for Stop	262	LF	\$2.70	\$707.40
710-11-141	Painted Pavement Markings, Std, White, 2-4 Dotted	0.057	GM	\$614.25	\$35.01
710-11-201	Painted Pavement Markings, Std, Yellow, Solid, 6"	1.522	GM	\$1,215.00	\$1,849.23
710-11-421	Painted Pavement Markings, Std, Blue, Solid, 6"	31	LF	\$10.15	\$314.65
711-11-123	Thermoplastic, Std, White, Solid, 12" for Crosswalk	1760	LF	\$2.70	\$4,752.00
711-11-124	Thermoplastic, Std, White, Solid, 18" for Chevrons	99	LF	\$4.05	\$400.95
711-11-125	Thermoplastic, Std, White, Solid, 24" for Stop Bar	262	LF	\$5.40	\$1414.80
711-11-141	Thermoplastic, Std, White, 2-4 Dotted Guideline, 6"	0.057	GM	\$2,092.50	\$119.27
711-11-160	Thermoplastic, Std, White, Message or Symbol	1	EA	\$438.75	\$438.75
711-16-201	Thermoplastic, Other Surfaces, Yellow, 6"	0.966	GM	\$6,150.00	\$5,940.90
	Thermoplastic, Solid, Green, 24" (Sharrow pad, 5	700	LF	\$28.35	\$19,845.00
711-14-160	Thermoplastic, Preformed, White, Message	38	EA	\$877.50	\$33,345.00
711-14-170	Thermoplastic, Preformed, White, Arrow	16	EA	\$877.50	\$14,040.00
	Painted Pavement Markings, Std, Solid, Red, 6"	187	LF	\$10.15	\$1,898.05
	<b>SIGNING &amp; PAVEMENT MARKING TOTAL:</b>	<b>\$163,670.39</b>			

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ON PAGE 10 & PAGE 11:**

Total of lump sum items \$ \$4,860,063.92  
(numeric)

Four Million Eight Hundred Sixty Thousand Sixty Three Dollars  
(amount written in words)

& Ninety-Two Cents

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

Maintenance of Traffic	\$51,165
Erosion Control	\$28,755
Sidewalk/Curb/Detectable Warning	\$1,364,028
Utility Adjustments/Manhole Adjustment	\$198,773
Inlets, Manholes	\$215,055
Limerock Subbase	\$375,000
Litter Removal/Clearing/Grubbing	\$560,047
Culvert Install	\$219,531
Deep Well Injection Box	\$65,000

SUBCONTRACTORS

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

Milling and Asphalt Paving  
Portion of Work

General Asphalt Co, Inc  
Name  
4850 Northwest 72nd Ave, Miami, FL, 33166  
Street City State Zip

Striping  
Portion of Work

Road Runner Striping Technologies  
Name  
9804 NW 80 Ave, Hialeah Gardens, FL, 33016  
Street City State Zip

Portion of Work

Name  
, ,   
Street City State Zip

Portion of Work

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  
\_\_\_\_\_  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Charley Toppino & Sons, Inc \_\_\_\_\_  
\_\_\_\_\_ doing business  
at  
PO Box 787, Key West, FL, 33041  
Street City State Zip  
AToppino@charleytoppino.com  
email address

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

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

Name	Title
Richard Toppino	President
Daniel Toppino	Secretary
John Toppino	Treasurer
Andrew Toppino	Vice President
Ashley Peattie	CFO

If Sole Proprietor or Partnership

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

\_\_\_\_\_  
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 21 day of Feb 2023.

(SEAL)

Charley Toppino & Sons, Inc  
\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

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

See Attached

\* \* \* \* \*



**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ Five Percent 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 CT,

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

City of Key West

hereinafter CITY OF KEY WEST 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 his or its Bid Proposal for **ITB #23-003 UNITED STREET IMPROVEMENTS**, said Bid Proposal, 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 Proposal and the detailed Scope of Work, entitled:

**ITB #23-003**

**UNITED STREET IMPROVEMENTS**

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 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 14 day of February, 2023.

Charley Topping & Sons, Inc.

By 

PRINCIPAL

Travelers Casualty and Surety Company of America

SURETY

By 

Attorney-In-Fact & FL Res Agent

William L. Parker



**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

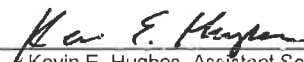
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **14** day of **February**, **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-in-Fact and the details of the bond to which the power is attached.**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FL )

: SS

COUNTY OF MONROE )

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

By: \_\_\_\_\_

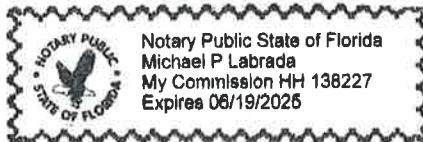
*Richard Taffin*

Sworn and subscribed before me this 22 day of Feb 2023.

*Michael Labrada*

NOTARY PUBLIC, State of Florida 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 Proposal for \_\_\_\_\_  
United Street Improvements

2. This sworn statement is submitted by Charley Toppino & Sons, Inc  
(name of entity submitting sworn statement)

whose business address is 129 Toppino Industrial Dr, Rockland Key, FL 33040

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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.)

(signature)

(date)

STATE OF FL

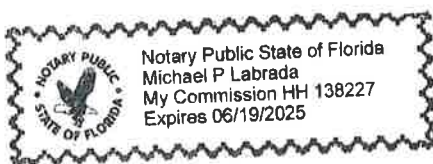
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Richard Topano who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 21 day of Feb, 2023.

My commission expires:



Michael Labrada  
NOTARY PUBLIC

### CITY OF KEY WEST INDEMNIFICATION FORM

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: 129 Toppino Industrial Dr, Key West, FL 33040

SEAL:

Address

Signature

Print Name

Title

DATE:



**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 Code of Ordinances Sec. 2-799.

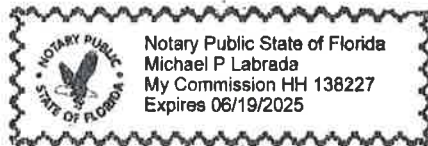
By:  \_\_\_\_\_

Sworn and subscribed before me this 21 day of Feb 2023.



NOTARY PUBLIC, State of Florida 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 Code of Ordinances Sec. 2-773 Cone of Silence.

By: \_\_\_\_\_

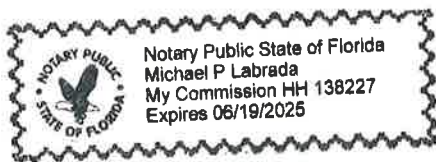
Sworn and subscribed before me this

21 day of Feb 2023.

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.

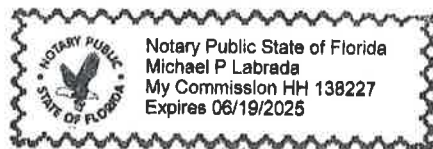
By:  \_\_\_\_\_

Sworn and subscribed before me this

21 day of Feb, 2023.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

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



**LOCAL VENDOR CERTIFICATION  
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 proposals.
- Not a local vendor pursuant to Code of Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code of Ordinances 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  
129 Toppino Industrial Dr, Key West, FL  
33040  
Current Local Address: Fax: 305-296-5189  
(P.O Box numbers may not be used to establish status)

Length of time at this address 70 years

[Signature]  
Signature of Authorized Representative

2/21/23  
Date

STATE OF FL  
COUNTY OF MONROE

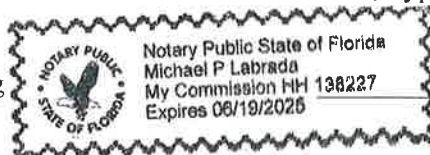
The foregoing instrument was acknowledged before me this 21 day of Feb, 2023.  
By Richard Toppino, of Charley Toppino & Sons, Inc  
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

[Signature]  
Signature of Notary

Return Completed form with  
Supporting documents to:

Print, Type or Stamp Name of Notary

City of Key West Purchasing



Title or Rank

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: Charley Toppino & Sons, Inc  
Vendor FEIN: 59-2426906  
Vendor's Authorized Representative Name and Title: Richard Toppino, President  
Address: 129 Toppino Industrial Drive  
City: Key West State: FL Zip: 33040  
Phone Number: 305-296-5606  
Email Address: AToppino@charleytoppino.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: Richard Toppino President  
Print Name Print Title  
who is authorized to sign on behalf of the above referenced company.  
Authorized Signature: [Signature]

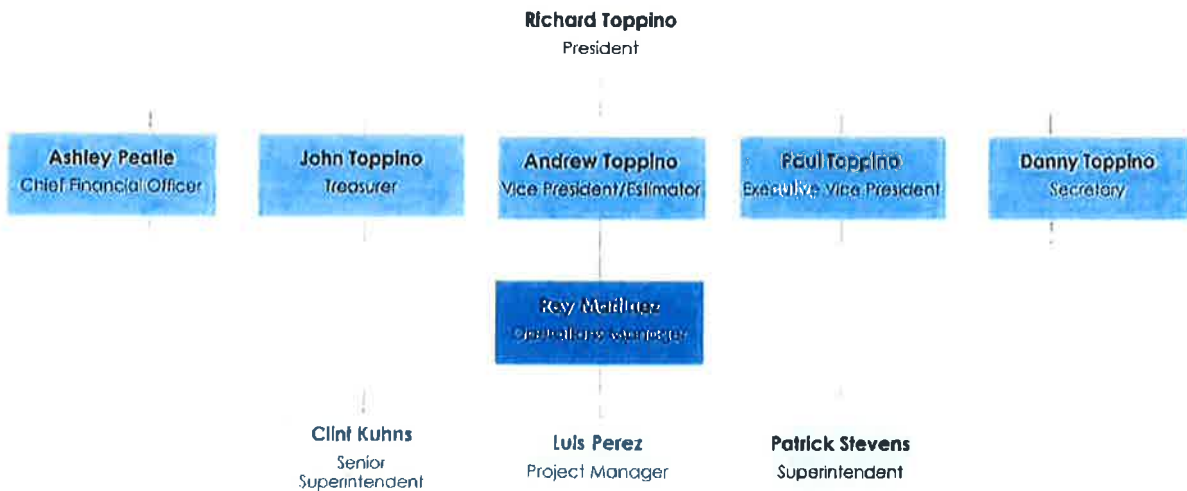
## BIDDER'S CHECKLIST

(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 black ink. ☒
3. Total and unit Prices added correctly. ☒
4. Addenda acknowledged. ☒
5. Subcontractors are named as indicated in the Bid. ☒
6. Experience record included. ☒
7. Bid signed by authorized officer. ☒
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond. ☒
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☒
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☒
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☒
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification ☒  
Equal Benefits for Domestic Partners Affidavit; Cone of Silence, Local Vendor Certification Non-Collusion Affidavit; Scrutinized Companies List Verification; Proof of Required Insurance

\* \* \* \* \*

# Management Staff





## References

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Allen Perez  
Owner  
Perez Engineering  
305-293-9440



Robert Lopez  
Owner  
General Asphalt  
305-510-3031



Rachel Cone  
The Southern Group  
Interim Secretary of FDOT under Rick Scott  
904-386-3033



## CREDIT REFERENCES

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Concrete Products Of Palm Beaches, Inc.  
460 Avenue S  
Riviera Beach, FL 33404  
(561) 842-2743



Ferguson Enterprises  
1950 NW 18th Street  
Pompano Beach, FL 33069  
(305) 947-0514



BB&T Bank  
1010 Kennedy Dr.  
Key West, FL 33040  
(305) 292-3842



## Major Projects

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
UNITED AND GRINNELL ST WATER MAIN IMPROVEMENTS	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DON HUBBS Company: FKA Telephone: 305-296-3965	7/18/2017	UNDERGROUND UTILITIES	COMPLETE	\$527,921.34
KWIA TAXIWAY A EXTENSION AND MITIGATION	Name: MONROE COUNTY BOCC Address: 590 WHITEHEAD ST. KEY WEST Telephone: 305-292-4426	Name: Charles Waller Com: Jacobs Engineering Group Telephone: 904-636-5432	11/17/2021	UTILITIES, DRAINAGE CONCRETE RESTORATION	PRE-CON	\$7,210,999.66
FKA KEY HAVEN UTILITY IMPROVEMENTS	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	7/15/2016	UNDERGROUND UTILITIES, LIFT STATIONS, PAVING, STRIPING	COMPLETE	\$2,779,313.80
GERALD ADAMS SITEWORK AND DEMO	Name: AJAX BUILDING CORP Address: 6050 PORTER WAY Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	5/25/2017	CLEARING, EARTHWORK, UTILITIES	COMPLETE	\$4,578,670.40
SUGARLOAF SCHOOL SITEWORK	Name: Ajax Building Corporation Address: 109 Commerce Blvd. Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	4/15/21	UTILITIES GRADING ASPHALT	ACTIVE	\$3,884,348.24
STOCK ISLAND ROADWAY & DRAINAGE IMPROVEMENTS	Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426	Name: FRANCISCO ALONSO Company: T.Y. LIN INTERNATIONAL Telephone: 305-567-1888	6/21/2017	DRAINAGE, STRUCTURES INSTALLATION PAVEMENT, STRIPING	COMPLETE	\$4,097,278.47
WRECKERS CAY APARTMENTS	Name: Grediminas Bulota Integra Investments Telephone: 305-774-0110	Name: Aldo Minozzi Company: PQH Group Telephone: 904-224-0001	3/30/2021	MULTI-UNIT HOUSING CONSTRUCTION	ACTIVE	\$44,881,021

# MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
KWIA ACCESS ROAD	Name: BETH LETO 3491 S ROOSEVELT BLVD, KEY WEST Telephone: 305-809-5239	Name: Scott Kunschman Company: McFarland Johnson Telephone: 321-431-7029	3/19/21	CLEARING, ASPHALT, STRIPING, DRAINAGE	ACTIVE	\$3,213,636
ST MARY'S ACTIVITY CENTER	Name: ARCHIDIOCESE OF MIAMI Address: 9401 BISCAYNE BLVD, MIAMI Telephone: 305-762-1032	Name: CARLOS HUENBES Company: VILJA AND ASSOCIATES Telephone: 305-661-8181	5/8/2017	UTILITIES, BUILDING CONSTRUCTION	COMPLETE	\$1,574,143.14
FDOT E-6J96 MARATHON	Name: GENERAL ASPHALT Address: 4950 NW 172 AVE, MIAMI, FL Telephone: 305-592-3480	Name: ORACIO RICCIBONO Company: GEOSOL, INC Telephone: 305-828-4367	3/3/2017	CLEARING, DRAINAGE, SUBBASE INSTALLATION	COMPLETE	\$1,010,539.55
FDOT T6489	Name: Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555	Name: Hernan Lugo Company: HBC Engineering Telephone: 305-232-7932	6/23/20	Earthwork, Stabilization, RipRap	ACTIVE	\$6,014,031.65
TRUMAN WATERFRONT PARK PHASE 1B	Name: Albi Balliu Address: 1100 United St, Key West, FL Telephone: 305-809-3962	Name: Erica Pool Company: K2M Design Telephone: 305-292-7722	9/27/19	Building Renovation, Athletic Field Development, Install	ACTIVE	\$4,765,712.00
MONROE COUNTY KWIA DRAINAGE IMPROVEMENTS	Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426	Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 904-636-5432	11/22/2016	EARTHWORK, DRAINAGE INSTALLATION	COMPLETE	\$2,818,122.25
STANLEY SWITLIK ELEMENTARY SCHOOL	Name: Ajax Building Corporation Address: 109 Commerce Blvd. Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	2/27/18	SITEWORK, UNDERGROUND UTILITIES	COMPLETE	\$4,343,634.55

# MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
FDOT E6120-S ROOSEVELT BLVD	Name: GENERAL ASPHALT CO Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	Name: Manush Varghese Metric Engineering, Inc: 13940 SW 136th St, Miami, FL 33186 Telephone: 305-293-9440	8/23/22	DRAINAGE, EARTHWORK, UTILITIES, PUMP STATION	PRECON	\$10,556,104.42
FCAA KEY HAVEN FM EXTENSION	Name: FCAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	11/22/2018	UNDERGROUND UTILITIES, LIFT STATIONS	COMPLETE	\$2,762,000.00
TRUMAN WATERFRONT PARK	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: KIRK OLNEY BIERMELLO AJAMIL & PARTNERS Telephone: 305-859-2050	9/30/2015	SITE DEVELOPMENT, UTILITIES, CONCRETE	COMPLETE	\$15,164,923.26
STOCK ISLAND MARINA VILLAGE HOTEL	Name: SIMV I, LLC Address: 2121 PONCE DE LEON BLVD STE 1250, CORAL GABLE, FL 33134 Telephone: 305-296-3904	Name: MICHAEL GIARDUJULO 201 W. MARION AVE STE Address: 1306, PUNTA GORDA, FL Telephone: 941-505-1700	2/29/2016	SITEWORK, HOTEL CONSTRUCTION	COMPLETE	\$18,958,714.22
BIG PINE OBSERVATION PLATFORM AND REYNOLDS ST PIER	Name: Monroe County BOCC Address: 500 Whitehead St, Key West, FL Telephone: 305-292-4426	Name: Staniec Address: 21301 Powerline Rd, Ste 311 Boca Raton, FL 33433 Phone: 561-487-3379	3/21/2018	Platform Construction, Pillings, Boardwalk, Pier Restoration	COMPLETE	\$762,854.75
QUARRY HOUSING DEVELOPMENT	Name: QUARRY PARTNERS LLC Address: 3030 HARTLEY RD, JACKSONVILLE, FL 32257 Telephone: 904-288-7778	Name: RODOLFO MARTIN Company: PQH GROUP DESIGN, INC Telephone: 904-224-0001	6/7/2018	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK, PAVING, STRIPING	COMPLETE	\$6,163,588.00
MARTY'S PLACE	Name: Marty's Place Associates, LTD Address: 1434 Kennedy Dr, Key West Telephone: 305-293-4800	Name: Mark McLean Company: MHK Architecture & Planning Telephone: 239-250-9915	2/12/2019	Residential Facility Construction	COMPLETE	\$10,461,140



## Company Officers and Directors

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### CT&S company officers

**Title President**

**Toppino, Richard**

**10 Egret Lane**

**Key West, Fl**

**Title Secretary**

**Toppino, Daniel P**

**Po Box 787**

**Key West, Fl 33041**

**Title Treasurer**

**Toppino, John**

**#18 Calle Uno**

**Key West, Fl 33040**

**Title Executive Vice President**

**Toppino, Paul**

**1500 Catherine Street**

**Key West, Fl 33040**

**Title Vice President**

**Toppino, Andrew**

**129 Toppino Industrial Dr**

**Key West, Fl 33040**

**Title CFO**

**Peattie, Ashley**

**Po Box 787**

**Key West, Fl 33041**



## 2. Charley Toppino & Sons Experience



## Key West & Lower Keys



- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>➤ <b>United &amp; Grinnell St. Water Main Improvements</b> <ul style="list-style-type: none"> <li>➤ \$527,921.34</li> </ul> </li> <li>➤ <b>NAS Boca Chica Main Extension</b> <ul style="list-style-type: none"> <li>➤ \$1,847,000.00</li> </ul> </li> <li>➤ <b>FCAA Key Haven Utility Improvements</b> <ul style="list-style-type: none"> <li>➤ \$2,779,313.80</li> </ul> </li> <li>➤ <b>Gerald Adams Sitework &amp; Demolition</b> <ul style="list-style-type: none"> <li>➤ \$4,578,670.40</li> </ul> </li> <li>➤ <b>Pump Station "F"</b> <ul style="list-style-type: none"> <li>➤ \$1,670,744.25</li> </ul> </li> <li>➤ <b>Stock Island Roadway &amp; Drainage Improvements</b> <ul style="list-style-type: none"> <li>➤ \$4,097,278.47</li> </ul> </li> <li>➤ <b>VFD Pump Stations "A, B, C, D, DA"</b> <ul style="list-style-type: none"> <li>➤ \$4,022,894.40</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>➤ <b>City of Key West ROW Improvements</b> <ul style="list-style-type: none"> <li>➤ \$2,500,000.00</li> </ul> </li> <li>➤ <b>St. Mary's Activity Center</b> <ul style="list-style-type: none"> <li>➤ \$1,574,143.14</li> </ul> </li> <li>➤ <b>Sonic Sitework</b> <ul style="list-style-type: none"> <li>➤ \$515,000.00</li> </ul> </li> <li>➤ <b>Key West International Airport Commercial Apron</b> <ul style="list-style-type: none"> <li>➤ \$995,220.00</li> </ul> </li> <li>➤ <b>Key West International Airport Drainage Improvements</b> <ul style="list-style-type: none"> <li>➤ \$2,818,122.25</li> </ul> </li> <li>➤ <b>Quarry Housing Development</b> <ul style="list-style-type: none"> <li>➤ \$6,163,588.00</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>➤ <b>Polyclana Gardens Assisted Living Facility</b> <ul style="list-style-type: none"> <li>➤ \$945,722.00</li> </ul> </li> <li>➤ <b>FCAA Key Haven FM Extension</b> <ul style="list-style-type: none"> <li>➤ \$2,762,000.00</li> </ul> </li> <li>➤ <b>Truman Waterpark Park</b> <ul style="list-style-type: none"> <li>➤ \$15,164,925.56</li> </ul> </li> <li>➤ <b>Stock Island Marina Village Hotel</b> <ul style="list-style-type: none"> <li>➤ \$18,958,714.22</li> </ul> </li> <li>➤ <b>Marty's Place</b> <ul style="list-style-type: none"> <li>➤ \$10,594,453.00</li> </ul> </li> <li>➤ <b>Big Coppitt Wastewater System</b> <ul style="list-style-type: none"> <li>➤ \$11,078,347.00</li> </ul> </li> <li>➤ <b>Key Haven Estates Sitework</b> <ul style="list-style-type: none"> <li>➤ \$299,917.75</li> </ul> </li> </ul> |
|--|--|--|



## Middle & Upper Keys



- **Stanley Swilk Elementary  
Sewerwork & Underground Utilities**
  - \$3,775,000.00
- **FDOT Hurricane Irma Repairs  
T6489**
  - \$6,002,466.00
- **Marathon Airport Taxi Lanes**
  - \$2,366,000.00
- **Big Pine Observation Platform &  
Reynolds St. Pier**
  - \$762,854.75
- **FDOT Hurricane Irma Repairs  
T6476**
  - \$1,873,536.00
- **FDOT Summerland Key  
Roadway & Drainage E6K75**
  - \$2,000,000.00
- **Tarpon Harbor Marathon**
  - \$2,154,405.00
- **Lazy Lakes RV Resort  
Utilities Improvements**
  - \$753,000
- **Plantation Key Courthouse  
Demolition & Sitework**
  - \$2,320,735.00
- **Cudjoe Regional Wastewater  
Collection System**
  - \$5,400,000.00
- **Cross Key WWTP**
  - \$4,148,000.00
- **FDEP Dagny Johnson State Park**
  - \$900,000.00
- **Marathon Library**
  - \$645,900.00
- **Fishermen's Hospital**
  - \$2,725,555.00
- **US Coast Guard Station  
Marathon**
  - \$374,319.00
- **Saddle Bunch Keys Bike Path**
  - \$450,000.00
- **FCAA Breezy Pines Improvements**
  - \$1,309,084.00
- **FCAA Big Pine Key Repump Station**
  - \$919,020.00
- **FDEP Heritage Trail: Key Haven to  
Big Coppitt**
  - \$2,052,268.00
- **FDEP Bahia Honda Sandspur  
Restoration**
  - \$2,962,347.00
- **FDEP Heritage Trail: Spanish Harbor  
to 7 Mile Bridge**
  - \$4,083,000.00
- **Grassy Flats Resort Marathon Site  
Development**
  - \$687,569.40

## Tab 2 - Job Highlights

### Truman Waterfront Park

- 1,500 LF of roadway FDOT standard
- Installed 15,000 LF of underground utilities to include fire suppression, water, drainage, sanitary drainage and irrigation up to 24" in diameter
- Installed a Water Park feature with public bathrooms



### FCAA Sombrero Beach Rd

- Installation of 3,000 LF of 6" Water Main and 4,500 LF 12" Water Main
- Installed all service connection, fire hydrants and waste meters
- Roadway reconstruction

### Stock Island Roadway & Drainage

- Installed 7,000 LF of drainage pipe from 15" to 24", including a French drain
- Installed 8,000 LF of two lane roadway reconstruction per FDOT standards







## **Job Highlights**

### **Stock Island Marina Village**

- Installed more than 10,000 LF of underground utilities including drainage, sanitary, fire, water, and irrigation systems.
- 100 room Hotel, Restaurant and Marina

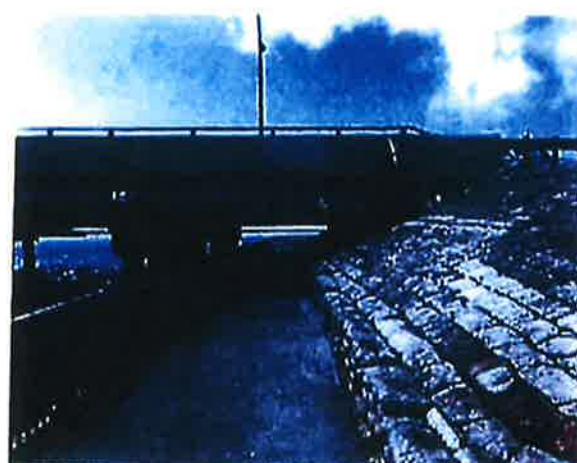


### **NAS Boca Chica Main Extension**

- Installed 5,100 LF of 8" HDPE pipe directional drilled and appurtenances
- Treatment plant conversion including new VFD's, telemetry, pumps, and controls
- Completed all structural modifications, penetrations, etc.

### **FCAA Key Haven FM Extension**

- Installation of 10,000 LF of 10" HPDE pipe FM, directional drill
- Installation of 3,000 LF 8" SS pipe FM under bridge structure to include hangers, ARY's and expansion joints



[illegible]



	A	B	C	D	E	F	G
	NO.	BACKHOES DESCRIPTION	SERIAL #	MODEL	TITLE #	DATE DELIVERED	STATUS
5	B-02	1987 CASE B/HOE	JJG0209914	590 Super L	6500		IN SERVICE
6	B-04	1994 CAT EXCAVATOR	9RL00362	322L	22000		IN SERVICE
7	B-18	1988 225 TRACK HOE	22D01409	225-B	18000		IN SERVICE
8	B-18	OVERHAUL ON B-18					IN SERVICE
9	B-20	1988 CAT EXCAVATOR	5-AF-00347	235-C	22000		IN SERVICE
10	B-40	1997 CAT EXCAVATOR	1JM00339	375-L	75000		IN SERVICE
11	B-42	2003 CASE B/HOE MODEL 1	JJG0288426	590 SM	40000	12/2005	IN SERVICE
12	B-43	1999 CAT B/HOE	2JR2415	325	5681 HRS		IN SERVICE
13	B-44	2003 VOLVO B/HOE	EW170KRC03631	EW 170	39500		IN SERVICE
14	B-45	2005 CAT B/HOE	FDP25239	420D	42700	5/12/2006	IN SERVICE
15	B-46	2007 CAT B/HOE	JJG00464	324DL	154000	5/4/2007	IN SERVICE
16	B-47	2006 CAT B/HOE	KCX01173	308C	69000	11/8/2007	IN SERVICE
17	B-48	2008 CAT B/HOE	PHX01025	320DL	3453 HRS	8/14/2012	IN SERVICE
18	B-49	2014 CAT B/HOE	PLW00629	329EL	1820	6/18/2014	IN SERVICE
19	B-52	2015 JOHN DEERE B/HOE	1FF075GXJE015481	75G		9/25/2015	IN SERVICE
20	B-53	2016 JOHN DEERE 50G EXCAVATOR	1FF050GXTGH284059	50G		6/24/2016	IN SERVICE
21	B-55	2016 CAT 326 FL EXCAVATOR	WGL00973	326FL		10/4/2016	IN SERVICE
22	B-56	HITACHI TRACKHOE				1/15/2017	IN SERVICE
23	B-57	2013 VOLVO EW180 (RUBER TIRES)	EW180220147	EW180 S1		2/20/2018	IN SERVICE
24	B-58	2016 VOLVO 235EL (TRACKHOE)	C235E310169	ECR235EL		3/21/2018	IN SERVICE
25	B-59	20 CAT 308E2CRSB	FJX00307	308E2CRSB		RENT-BUY	IN SERVICE
26	B-60	2015 CAT 329FL	ERL00794	329FL		PURCHASED 5.14	IN SERVICE
27	B-61	2020 JOHN DEERE 85G EXCAVATOR	1FF085GXKEJ021508	85G		PURCHASED 5.12	IN SERVICE

A	B	C	D	E	F	G	H	I
1	BOAT							
2	DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	DATE DELIVERED	STATUS
3								
4	BOAT-01 2018 CAROLINA SKIFF	EKHA4967J718	EKH03	130166906	FL09588RN	Jun-21		IN SERVICE
5	BOAT-01 2018 ROADKING TRAILER	5KAUBB2327JF022115	ROLJSIL	130166906	ISSR54	Jun-21		IN SERVICE

A	B	C	D	E	F	H	L
1	CRANES						
2	NO.	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	STATUS
3							
4	1983 GROVE 30TH	1K1S130010SK	TMS250B	60260503	MIN68T	Jun-21	IN SERVICE
5	2013 KENWORTH T370	2NKH1M7X9DM356404	2013 18 TON 500E2 NATIONAL CRANE	121431856	N5897X	Dec-20	IN SERVICE

	A	B	C	D	E	F	G
		DOZERS					
	NO.	DESCRIPTION	SERIAL #	MODEL #	TITLE #	DATE DELIVERED	STATUS
2							
3							
4							
5	D-28	1968 INTERN'L DOZER	23276	TD-20B	N/A		IN SERVICE
6	B-33	1968 KOMATSU DOZER	B-33-38	TD-20B	N/A		IN SERVICE
7	B-34	CAT DOZER D-5	CAT0D5K2EKYY00263	TD5K2LGP	N/A	DEL 01/15/2013	IN SERVICE
8	B-35	CAT DOZER D-5	CAT0D5K2JKYY01341	D5K2LGP	N/A	7/7/2017	IN SERVICE

NO.	DRILL RIGS	Description	Serial #	Model #	Title #	Tag #	FORM 2290	GVW	STATUS
DR-001	1980 DRILL RIG		U90XVGH3183	CAB 1FTYR90L0RVA00118	67785440	U5470Q			
RIG-01	HUGHES DIGGER ASSEMBLY		W5940180	MF60T			Jun-21		IN SERVICE
DR-002	1999 INTERNATIONAL 2674 6X4 TRUCK		1HTGLAXT7X04211755		98867063	N5731Z	Dec-20	61589	IN SERVICE
RIG-02	2000 GUSS PECH HD-51 BUCKET DRILL			HD-51					IN SERVICE

	A	B	C	D	E	F	G
1							
2							
3							
4							
5							
6	G-16	2008 LEE BOY	53460	685B			IN SERVICE
7	G-17	1990 HUBER GRADER	M860	M860		10/26/2018	IN SERVICE



A	B	C	D	E	F	G	H
NO.	LOADERS DESCRIPTION	SERIAL #	MODEL #	TITLE #	DATE DELIVERED	LOCATION	STATUS
5	L-22 1999 BOB CAT	514428226	836				IN SERVICE
6	L-34 2002 CAT LOADER	8CR03546	IT-28G				IN SERVICE
7	L-40 2007 CAT	CAT00908VTAR01138	908		DEL 04/12/2007		IN SERVICE
8	L-41 2008 BOB CAT	A5GK20455	S220				IN SERVICE
9	L-42 2006 CAT LOADER	CAT0930HC DHC01469	930HIT	HNS. 1407	DEL 08/22/2012		IN SERVICE
10	L-43 2008 CAT LOADER	CRD02672	938G	HNS. 5478	DEL 12/13/2012		IN SERVICE
11	L-47 mcp 2014 CAT LOADER	HXC02214	924H		DEL 05/09/2014	AT MCP MARATHON	IN SERVICE
12	L-48 2015 CAT LOADER	CAT0950KLR4A02657	950K		DEL 07/01/2015		IN SERVICE
13	L-49 2012 CAT LOADER	HXC02695	924H		DEL 08/07/2015		IN SERVICE
14	L-50 2015 CAT LOADER	JRD00390	908H2		PUR 12/03/2015		IN SERVICE
15	L-51 2015 CAT SKID STEER	BYF01413	246D L1		6/24/2016		IN SERVICE
16	L-52 2015 CAT SKID STEER	JRD02548	908H2		1/11/2017		IN SERVICE
17	L-53 2015 KUBOTA COMPACT LOADER	31128	SVL75-2HW		10/30/2017		IN SERVICE
18	L-54 2014 CAT LOADER	CAT0930KTRHN03290	930KQC		1/3/2018		IN SERVICE
19	L-55 2018 CAT 930 M LOADER	KTG04373	930M		10/12/2018		IN SERVICE
20	L-56 1994 JOHN DEERE	DWS44GD545484	544G	67208309	10/26/2018		IN SERVICE
21	L-57 2018 CAT 950GC	M5T01194	950GC		11/5/2018		IN SERVICE
22	L-58 2018 CAT 914M	H2400519	914M		5/1/2020-PICKED UP		IN SERVICE
23	L-59 2015 CAT 930M	KTG00647	930M	N/A	6/30/20-DELIVERED		IN SERVICE
24	L-60 2015 CAT 930M	KTG00645	930M	N/A	7/1/20-DELIVERED		IN SERVICE
25	L-61 2019 John Deere	1DW544L2HKF700290	544L	N/A	8/6/2020		IN SERVICE

1	A	B	C	D	E	F	H	I	J	K	L	M
2	NO.	MIXERS DESCRIP.	SERIAL#	MODEL#	TITLE#	TAG#	EXP DATE	FORM 2290	GVW	GVW update 2019	DATE DELIVERED	STATUS
4	1832	2001 KENWORTH	1NKDL76X61J869590	T800	81208051	N7845U	Dec-20	FORM 2290	62000			IN SERVICE
5	1833	2003 KENWORTH	1NKDL00X03R388948	T 800 B	57772130	P4107B	Dec-20	FORM 2290	65000			IN SERVICE
6	1836	2005 KENWORTH	1NKDL00X25R075113	T 800	91558393	N57 34Z	Dec-20	FORM 2290	65000			IN SERVICE
7	1839	2005 KENWORTH	1NKDL50X85J107994	T800	96385432	P4108B	Dec-20	FORM 2290	68000			IN SERVICE
8	1841	2014 KENWORTH	1NKDL70X5EJ393573	T800	111998990	N5743Z	Dec-20	FORM 2290	80000		7/17/2006	IN SERVICE
9	1842	2014 KENWORTH	1NKDL70X3EJ393572	T800	111978508	N5741Z	Dec-20	FORM 2290	65000		6/5/2013	IN SERVICE
10	1843	2003 KENWORTH	1NKDL70X43J397099	T800	113235957	P4114B	Dec-20	FORM 2290	58000		6/5/2013	IN SERVICE
11	1844	2003 KENWORTH	1NKDL70X43J397099	T800	113235763	P4105B	Dec-20	FORM 2290	58000			IN SERVICE
12	1845	2016 PETERBILT	1NPCL70X0GD306976	567	125571876	N5640Y	Dec-20	FORM 2290	80000			IN SERVICE
13	1846	2016 PETERBILT	1NPCL70X9GD306975	567	125571403	N5641Y	Dec-20	FORM 2290	80000		11/30/2016	IN SERVICE
14	1847	2016 PETERBILT	1NPCL70X9GD306975	365	127755735	N1762Z	Dec-20	FORM 2290	68000		11/30/2016	IN SERVICE
15	1848	2018 PETERBILT	1NPCL70X9JD419770	567	131535021	N5740Z	Dec-20	FORM 2290	68000		6/27/2017	IN SERVICE
16	1849 (USPS)	2016 PETERBILT	1NPCX7EX2GD318821	567-VOLUME	133609072	P4109B	Dec-20	FORM 2290	80000			IN SERVICE
17	1850 (USPS)	2019 PETERBILT	1NPCL70X4KD605332	567	134195065	P4110B	Dec-20	FORM 2290	80000		11/30/2018	IN SERVICE
											3/4/2019	IN SERVICE

A	B	C	D	E	F
NO.	ROLLERS DESCRIPTION	SERIAL #	MODEL #	DATE DELIVERED	STATUS
4	R-03	1981 Case Vibratory	840124421		
5	R-04	Rainmax Trench Roller		W-121	est 1981
6	R-06	Amerimax	35110740	PC23/16C	11/13/1992
7	R-20	Walk Behind Roller	8300258	P33	1/1/1995
8	R-23	Bomag Roller 2006	101920001051	SDS33D	6/25/1993
9	R-25	INGERSOLL RAND	165472	BW 141AD-4	1/25/2006
10	R-26	2009 RAM MAX	1537819	DD-12	10/24/2006
11	R-27	CAT ROLLER	24001873	P33/ 24HMMR	4/2/2009
12	R-28	DYNAPAC ROLLER	100001338	CB-24	1/8/2013
13	R-29	2009 CAT CB24	CA2500	CA2500	4/1/2014
14	R-30	2014 BOMAG	181920651004	CB24	9/26/2016
15	R-31	2018 Bomag Roller	101536381292	BW190AD	4/15/2018
16	R-32	2006 BOMAG ROLLER	901C14603434	BW211D-50 Single	1709 RENTAL PURCHASE
17	R-33	2019 BOMAG ROLLER 8500	101720132239	BW9ASW	10/26/2018
18	R-34	2019 CAT CB24B	2X401652	BMP8500	2/25/2019
				CB24B	4/22/2019



A	B	C	D	E	F	G	H
1	TRUCK-TRACTORS						
2	DESCRIPTION						
3	NO.	SERIAL #	MODEL #	TITLE #	TAG #		
4	1988 Ford Fuel Truck						
5	T-26	1982 Ford 30 Tn	1FDWK82AXJA31734	L 8000	58067462		47BRCN
6	T-39	1994 Ford T-42	1FDYU90W7CVA17200		20590810		GBST/44
7	T-41	1998 Ford T-42	1FDYU90W7CVA17200		20590810		GBST/44
8	1992 (MCP)	2000 Ford Sterling Flat Bed	1FDTN3000WVA35680		81165218		81165218
9	T-45	1996 Ford Tractor	2FZHRJACZAA02091	SL-8501	81993661		N8373S
10	T-47	2005 Mack Granite	1FDYU90UXTVA25506	LT 9000	70577767		KUNB35
11	T-48	2005 Mack Granite	1M2AG11C65MD15595	CV713	90840767		P4116B
12	T-49	1997 Ford Water Truck	1M2AG11C85MD15596	CV713	90840795		N7850U
13	1994 GMC Dump Truck		1FDXN85E5VVA34157	8500	91581380		N630-V
14	T-52 (mcp)	1999 Kenworth	1GDM7H1J8RJ510408	TOPKICK	92875839		N4747W
15	T-52/FL-06	1999 Moffett Forlift (MCP)	1NKDLU0X9XJ831755	T-800	93286343		N5645Y
16	1995		9777	M-500C			N/A
17	1998 Freightliner Step Van		1FDXN80F1WVA09106	L80501	94548445		N5647Y
18	1997 Intern'l Water Truck		4UZA3NT21WC919191	391cam	94989583		EVELD38
19	T-59	2000 Intern'l Tractor	1HTSDAAN0VH484561	4900 HD	97079069		FMZ113
20	1992	2000 Intern'l Flatbed	2HSPFALN3X7C23379		76580666		FMZ112
21	T-64	1990 Intern'l Tractor	1HTSCAAN9YJ321163		80977038		N7251V
22	1997 Chevy		1HSHB40K67E595360		101121137		GBGV45
23	1998 Ford		1GBJC39K67E595360	F450	91381503		NK1632
24	1998 Ford Box Truck Van		1FDXF46P15EA02255		108768307		6849XC
25	2001 Sterling Fuel Truck		1FDWIE37S1WBH58759		83088444		N8411X
26	T-78	2006 Kenworth Tractor	2FZHANBS3JA149796		110055851		83088444
27	T-79	2004 Kenworth Tractor	2HSPFALN3X7C23379		110055851		83088444
28	1992 (MCP)	2004 Ford F-650 Water Truck	3FRNF65A35V112009	F650	117093663		544922V
29	1998	2009 Chevy 5500 HD	1GBE5C3979F404915	5500 HD	102190045		BIREZ6
30	1995	2015 Isuzu NPR/Gasoline	54DB4J1B7FS804047	NPR	119454108		EXFV78
31	1998	1999 International	1HTSDAAN1YH240932	4900HD	119670423		EVEP93
32	T-87	2015 Western Star 4700SF	5KKMAVDV0FPGC4847	4700SF	125572311		N5643Y
33	T-88	2015 Western Star 4700SF	5KKMAVDV7FPGC4845	4700SF	125572384		N5644Y
34	T-89	2014 Western Star 4700SF	5KKMAVDV7EFP55946	4700SF	125572217		N5642Y
35	1998 (MCP)	2007 International 4300	1HTMMAAN27H415230	4300	98930839		N1862V
36	T-91	2010 International ProStar	3FSGUAP870AN168708	PROSTAR	929233385		929233385
37	T-92	Dumper 6001-DW60	WNCD1801CPAL01206	DW60	N/A		N/A
38	T-93	Dumper 6001-DW60	WNCD1801JPAL00188	DW60	N/A		N/A
39	T-94	2018 Western Star 4700SB	5KKMAXDV1JLJ23562	4700SB	130526320		E6172A
40	T-95	2018 Western Star 4700SB	5KKMAXDVXKLK26896	4700SB	130992057		E6159A
41	T-96 (MCP)	2018 Western Star 4700SB	5KKMAXDV8JLY4129	4700SB	130858271		E6188A
42	1997	2019 Isuzu Fuel Truck	JALESW163K7302050		132252325		K5P569
43	T-98	2010 Peterbilt 337 Tractor	20023370380011004	337	132233703		KMHP54
44	T-99	2010 Peterbilt 337 Tractor	20023370380011004	337	132233703		KMHP54
45	1998	2008 Peterbilt 337 Tractor	20023370380011004	337	132233703		KMHP54
46	T-101	2019 Ford F-750	1FDWFF7DC6KDF03285	F750	135578276		LUXZ91



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NO.	DESCRIPTION	SERIAL #	MODEL #	DATE		STATUS
				DELIVERED		
CR-02	Cedar Rapids Cobra 1000 30" X 40"					
CR-02	Conveyor for crusher (CR-02)	49851	Cobra 1000			IN SERVICE
CR-02	Crushing plant (CR-02)					IN SERVICE
CR-02	pin plate CRUSHER					IN SERVICE
CR-02	new crusher (CR-02)					IN SERVICE
CR-02	Magnet for CR-02					IN SERVICE
CR-02	Other equipment CRUSHER					IN SERVICE
CR-02	new crusher (CR-02)					IN SERVICE
CR-02	REBUILT CUMMINS N14 DIESEL ENGINE PUMP					IN SERVICE
CR-02	FEEDER-GENERAL KINEMATICS PARAMOUNT II FEEDER	SN #60511150				IN SERVICE
CR-02	2018 GENERATOR 100 KW 125 KVA TIER 3 FLEX W/ JOHN DEERE ENGINE					IN SERVICE
CR-02	ENGINE	8186688	BF4M1012C			IN SERVICE
CR-03	2000 Used Kolberg Pioneer 4233 Recycler Portable Impact Crushing Plant					
CR-03	2015 GENERATOR MODEL 3167-0888- FOR NEW CRUSHER	SN #402264	PIONEER 4233			IN SERVICE
CR-04	2015 MCCLOSKEY 144 IMPACT CRUSHER					IN SERVICE
CR-04		84538				IN SERVICE
SC-01	20,000 Mark II Powerscreen BIG UNIT					IN SERVICE
SC-01A	Screen- Gem Industrial Supply	S27224482				IN SERVICE
SC-01B	2013 MCLANAHAN DOUBLE SCREW WASHER					IN SERVICE
SC-01C	POWERSCREEN-CONVEYORS					IN SERVICE
SC-01D	ENGINE (GERMAN DEUTZ)	8186688	BF4M1012C			IN SERVICE
SC-02	SCREEN MACHINE PORTABLE	70D35SP9E483				IN SERVICE

No	MISC. Description	Serial #	Model #	Title #	Tax #	Status
FL-06	(T-52 MCP)					
FL-07	'99 Moffett Forklift (T-52, FL)	YF03-002437	YF03A35TV		shop cts	IN SERVICE
FL-07	2013 Forklift CAT P6500 (S/N AT14E50120)	9777			shop cts	IN SERVICE
FL-07	2015 BEC BLANK FORKS (SHOP FORK LIFT)	AT14E50120				IN SERVICE
FL-08	HYUNDAI FORKLIFT 25L-7A S/N HHF08CB0000524	HHF08CB0000524				
FL-09	HYSTER H90FT 2007 DIESEL	N003V022604E	Hyster H90FT		at mcp	IN SERVICE
FL-10	HYUNDAI 30D-9					IN SERVICE
FL-11	mitsubishi fd30N 6,000LB Forklift (M/R Lift Truck)	HHKHNN13PHDDDD2287	30D-9		MCP MARATHON SHOP	IN SERVICE
		AF14E30194				IN SERVICE





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

**TOPPINO, JOHN PETER**

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

**LICENSE NUMBER: CGC1518488**

**EXPIRATION DATE: AUGUST 31, 2024**

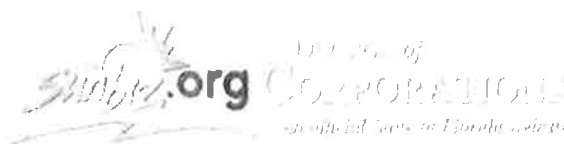
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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
CHARLEY TOPPINO & SONS, INC.

### Filing Information

<b>Document Number</b>	M03537
<b>FEI/EIN Number</b>	59-2426906
<b>Date Filed</b>	08/02/1984
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	10/11/2019
<b>Event Effective Date</b>	NONE

### Principal Address

129 TOPPINO INDUSTRIAL DRIVE  
ROCKLAND KEY  
KEY WEST, FL 33040

Changed: 04/27/2017

### Mailing Address

P. O. BOX 787  
KEY WEST, FL 33041

Changed: 04/23/2018

### Registered Agent Name & Address

TOPPINO, RICHARD  
129 TOPPINO INDUSTRIAL DRIVE  
KEY WEST, FL 33040

Name Changed: 02/08/2018

Address Changed: 02/08/2018

### Officer/Director Detail

#### **Name & Address**

Title P

TOPPINO, RICHARD

10 EGRET LANE  
KEY WEST, FL

Title T

TOPPINO, JOHN  
#18 CALLE UNO  
KEY WEST, FL 33040

Title V

↑

TOPPINO, ANDREW  
129 TOPPINO INDUSTRIAL DR  
KEY WEST, FL 33040

Title Secretary

Toppino, Daniel P  
PO Box 787  
Key West, FL 33041

Title Executive Vice President

Toppino, Paul  
1500 Catherine Street  
Key West, FL 33040

Title CFO

Peattie, Ashley  
PO Box 787  
Key West, FL 33041

Annual Reports

Report Year	Filed Date
2020	06/19/2020
2021	04/22/2021
2022	04/25/2022

Document Images

<a href="#">04/25/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">06/19/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/11/2019 -- Amendment</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/25/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2005 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">06/08/2004 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/18/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/28/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

**2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# M03537

**Entity Name:** CHARLEY TOPPINO & SONS, INC.

**Current Principal Place of Business:**

129 TOPPINO INDUSTRIAL DRIVE  
ROCKLAND KEY  
KEY WEST, FL 33040

**Current Mailing Address:**

P. O. BOX 787  
KEY WEST, FL 33041 US

**FEI Number:** 59-2426906

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

TOPPINO, RICHARD  
129 TOPPINO INDUSTRIAL DRIVE  
KEY WEST, FL 33040 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title	P
Name	TOPPINO, RICHARD
Address	10 EGRET LANE
City-State-Zip:	KEY WEST FL
Title	V
Name	TOPPINO, ANDREW
Address	129 TOPPINO INDUSTRIAL DR
City-State-Zip:	KEY WEST FL 33040
Title	EXECUTIVE VICE PRESIDENT
Name	TOPPINO, PAUL
Address	1500 CATHERINE STREET
City-State-Zip:	KEY WEST FL 33040

Title	T
Name	TOPPINO, JOHN
Address	#18 CALLE UNO
City-State-Zip:	KEY WEST FL 33040
Title	SECRETARY
Name	TOPPINO, DANIEL P
Address	PO BOX 787
City-State-Zip:	KEY WEST FL 33041
Title	CFO
Name	PEATTIE, ASHLEY
Address	PO BOX 787
City-State-Zip:	KEY WEST FL 33041

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: ASHLEY PEATTIE

CFO

04/25/2022

Electronic Signature of Signing Officer/Director Detail

Date

# 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      9/14/2022      Expiration Date:    September 30, 2023

GENERAL CONTRACTOR

Comments:

Restrictions:    DBPR #CGC1518488 (8/31/24)

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**  
**R60579**

DESCRIPTION	ACCOUNT	QTY	PAID
LicenseTRAK			\$358.00
23997 Address: 2011 FLAGLER AVE APN: 00045270-000000			\$358.00
CONTRACTOR DBPR STATE CERTIFIED			\$358.00
CONTRACTOR DBPR STATE CERTIFIED	2022		\$358.00
TOTAL FEES PAID BY RECEIPT: R60579			\$358.00

---

Date Paid: Wednesday, September 14, 2022

Paid By: CHARLEY TOPPINO

Cashier: JLM

Pay Method: CHECK 00089156

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2022

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> Iliana Abbate <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL:</b> FLCertificates@MarshMMA.com <b>ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Co of America <b>INSURER B:</b> Phoenix Insurance Company <b>INSURER C:</b> Travelers Property Casualty Co of Amer <b>INSURER D:</b> Travelers Indemnity Company <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX (A/C, No):</b> <b>NAIC #</b> 25666 25623 36161 25658
<b>INSURED</b> Charley Toppino & Sons Inc. Monroe Concrete Products Inc. P.O BOX 787 Key West FL 33041	<b>CHARLTOPPI</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1841266950**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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		DTCO3202M181TIA22	5/19/2022	5/19/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		810O4284482226G	5/19/2022	5/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 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 <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP3J6572212226	5/19/2022	5/19/2023	EACH OCCURRENCE \$ 10,000,000 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 N	UB4K5263662226G	5/19/2022	5/19/2023	<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

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.  
Monroe Concrete Products 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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# **PART 2**

# **CONTRACT FORMS**

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## **DRAFT CONTRACT AGREEMENT**

This Contract, made and entered into \_\_\_\_\_ 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

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 BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made 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 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.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

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 **\$250.00** 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 affect.

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

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 2023.

**CITY OF KEY WEST**

By \_\_\_\_\_

Printed Patti McLauchlin, City Manager

Title \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Attorney for Owner

\* \* \* \* \*

**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 Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, 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, 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 scope of work 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 (Not required as part of this contract), 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 unto CITY OF KEY WEST, 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

**ITB # 23-003 UNITED STREET IMPROVEMENTS**, 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 Scope of work 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 (Not required as part of this contract), 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 in 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**

By:\_\_\_\_\_

(SEAL)

ATTEST

**SURETY**

By:\_\_\_\_\_

(SEAL)

ATTEST