PROPOSAL

eferably BLACK ink for completing this Proposal form.
The City of Key West
3126 Flagler Street, Key West, Florida 33041
TRUMAN WATERFRONT PARK PHASE 1A
ditional information on this Proposal:
HARLEY TOPPINO & SONS, INC.
RONALD J. ARMSTRONG 305 296-5606
RONALDJ@TOPPKW.COM

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, 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.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits: \$2,000,000 Aggregate

\$1.000,000 Each Occurrence

\$2,000,000 Products-Comp / Op Aggregate

\$1,000,000 Personal Injury \$300,000 Fire Damage / Legal

Coverage must include the following:

- Contractual Liability

- CG2010 (1185) or Equivalent
- No exclusion for XCU
- Products / Completed Operations
- Personal Injury

- Commercial Form

- Broad Form Property Damage
- Premises / Operations

- Independent Contractors (if any part of the work is to be subcontracted out)

Automobile Liability:

\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)

Additional Umbrella Liability:

\$5,000,000 Occurrence / Aggregate

Worker's Compensation: Employer's Liability:

Statutory \$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

Pollution Liability:

\$2,000,000

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail. The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted). Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act. Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation. The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and

must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects within:

NTP 1: 365 calendar days after the Notice of Award

NTP 2: 365 calendar days after the date of the respective Notice to Proceed

NTP 3: 180 calendar days after the date of the respective Notice to Proceed.

NTP 2 is anticipated to be issued prior to October 31, 2016. NTP 3 is anticipated to be issued prior to October 31, 2017.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work for each respective NTP within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM ITEMS

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

1. NTP 1 BASE BID	
1 LS	\$_6,292,363.29
Unforeseen Conditions Allowance 1 LS (10% of NTP 1 Base Bid)	\$_629,236.33
TOTAL NTP 1	\$ _6,921,599.62
2. NTP 2 BASE BID	4 071 712 14
1 LS	\$
Restroom Building Allowance 1 LS	\$250,000.00
Contingency Allowance 1 LS (10% of NTP 2 Base Bid)	\$487,161.31
TOTAL NTP 2	\$
3. NTP 3 BASE BID 1 LS	\$_3,967,861.00
Contingency Allowance	206 796 10
1 LS (10% of NTP 3 Base Bid)	\$396,786.10
TOTAL NTP 3	\$ _4,364,647.10
TOTAL LUMP SUM BASE BID (SUM OF NTP 1 + NTP 2	2 + NTP 3 TOTALS LISTED ABOVE):
\$_16,89¢	4,991.17
XTEEN MILLION, EIGHT HUNDRED NINETY FOUR THOUSAND, NINE HUNDRED NII	NETY ONE Dollars & SEVENTEEN Ce
(amount written in words)	

6 of 9

PROPOSAL (continued) ADDENDA No. 2

DEDUCT ALTERNATE No. 1

NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD...

In NTP1, remove 29 Green Buttonwood trees, 2,040 square fee	et of St. Augustine sod, irrigation spray heads, bubbler
and associated zone valves and piping and the addition of 2,040 of NOAA and the traffic circle to the south as depicted on LL-main shall still be installed as depicted on IM-01 and IM-02.	square feet of Bahia sod between the southern entrance 01, LL-02, IM-01, IM-02 IB-01 and IB-02. Irrigation
1 LS	\$27,675.00
ADD ALTERNATE No. 1 NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR N THE SUM OF OWNER SELECTED BID ALTERNATES WILL A BASIS OF EVAL	
 In NTP3, saw cut curvy edge along east side of Quay/pedestrian 103 as indicated on the drawings), remove /reuse demolished con and or soil, including those encountered during plant installation barrier layer – refer to Soil and Groundwater Management Pla specifications 	crete, manage and dispose of contaminated groundwate 1, and provide a minimum 2 feet of clean fill (or othe
LS	\$170,811.50
ADD ALTERNATE No. 2 NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO THE SUM OF OWNER SELECTED BID ALTERNATES WILL A BASIS OF EVA 2. Provide materials. labor and equipment to apply stained concrete Paving and Finishes Plans and Details and technical specifications.	LUATING LOW BIDDER AND BASIS OF AWARD. wavy pattern on walkways as shown on the Hardscap
1 LS	\$219,960.00
ADD ALTERNATE No. 3 NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO THE SUM OF OWNER SELECTED BID ALTERNATES WILL A BASIS OF EVA	
 In NTP3, provide materials, labor and equipment to construct Ea 103 Parking Lot) including excavation sub-base preparation, bas on the Civil Engineering Drawings and in technical specifications 	se, asphalt pavement and curbing as shown and detaile
1 LS	§ 367,950.00
ADD ALTERNATE No. 4 NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO THE SUM OF OWNER SELECTED BID ALTERNATES WILL A BASIS OF EVA	
1. Additional cost to provide \$5,000,000 Pollution Liability In	surance.
1 LS	20,000.00

SCHEDULE OF VALUES				
NTP 1				
TRUMAN WATERFRONT				
MOBILIZATION	1	LS	\$	782,640.00
MAINTENANCE OF TRAFFIC	1	LS	\$	47,971.00
SITE DEMOLITION	1	LS	\$	183,086.50
EXCAVATION AND GRADING	1	LS	\$	189,000.00
CUT/FILL AND DEWATERING	1	LS	\$	389,062.50
STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$	39,050.00
ROADWAY CURBING	1	LS	\$	299,881.25
ASPHALT PAVING AND BASE	1	LS	\$	628,938.00
PAVEMENT MARKINGS	1	LS	\$	24,375.00
TRUNCATED DOME PAVERS	1	LS	\$	21,000.00
CONCRETE PAVERS	1	LS	\$	490,059.75
4" CONCRETE	1	LS	\$	295,500.00
6" CONCRETE	1	LS	\$	16,875.00
12" RIBBON CURB	1	LS	\$	31,293.60
BOLLARDS	1	LS	\$	10,030.00
BENCHES, TRASH CANS, BIKE RACKS	1	LS	\$	68,158.80
FENCING AND RAILING	1	LS	\$	85,305.63
CUSTOM SIGNAGE	1	LS	\$	76,700.00
TREE PROTECTION, REMOVAL AND RELOCATION	1	LS	\$	15,812.50
CANOPY TREES	1	LS	\$	135,700.00
ORNAMENTAL TREES	1	LS	\$	17,700.00
ARGE PALMS	1	LS	\$	88,500.00
SMALL PALMS	1	LS	\$	21,972.07
SHRUBS AND GROUNDCOVER	1	LS	\$	81,290.20
TURF GRASS	1	LS	\$	234,260.75
RRIGATION	1	LS	\$	198,000.00
ELECTRICAL SYSTEM (INCLUDES ALL)	1	LS	\$	585,822.00
STORM DRAIN SYSTEM	1	LS	\$	631,047.50
NJECTION WELLS	1	LS	\$	166,250.00
DOMESTIC WATER	1	LS	\$	94,575.00
SANITARY SEWER	1	LS	\$	323,006.25
REGULATORY SIGNAGE	1	LS	\$	19,500.00
ESSET SIT SIGNAGE			1	15,550.00
TOTAL			\$	6,292,363.29
UNFORESEN CONDITIONS ALLOWANCE			\$	629,236.33
TOTAL + ALLOWANCES			\$	6,921,599.62
TOTAL TALLOWANICLS			7	0,021,000.02

		-	
DEDUCTIVE ALTERNATE 1	1	LS	\$ 27,675.00

SCHEDULE OF VALUES				
NTP 2	7			
TRUMAN WATERFRONT				
			-	
MOBILIZATION	1	LS	\$	638,600.00
MAINTENANCE OF TRAFFIC	1	LS	\$	16,806.25
SITE DEMOLITION	1	LS	\$	152,129.00
EXCAVATION AND GRADING	1	LS	\$	342,596.40
CUT/FILL AND DEWATERING	1	LS	\$	296,282.50
STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$	20,160.00
POWERWASHING CONCRETE	1	LS	\$	7,218.75
SEAT WALL	1	LS	\$	36,175.00
4" CONCRETE	1	LS	\$	176,700.00
8" CONCRETE	1	LS	\$	304,712.50
NTERACTIVE WATER FEATURE SURFACING	1	LS	\$	39,846.73
PLAYGROUND SAFETY SURFACING	1	LS	\$	427,981.00
12" RIBBON CURB	1	LS	\$	27,000.00
BOLLARDS	1	LS	\$	32,500.00
BENCHES, TRASH CANS, BIKE RACKS	1	LS	\$	179,027.80
PLAYGROUND EQUIPMENT	1	LS	\$	362,690.00
FENCING AND RAILING	1	LS	\$	27,093.75
CUSTOM SIGNAGE	1	LS	\$	31,250.00
NTERACTIVE WATER FEATURE	1	LS	\$	356,962.28
TREE PROTECTION, REMOVAL AND RELOCATION	1	LS	\$	2,700.00
CANOPY TREES	1	LS	\$	22,404.66
ORNAMENTAL TREES	1	LS	\$	38,324.04
LARGE PALMS	1	LS	\$	200,451.32
SHRUBS AND GROUNDCOVER	1	LS	\$	36,564.66
TURF GRASS	1	LS	\$	231,059.00
IRRIGATION	1	LS	\$	78,000.00
ELECTRICAL SYSTEM (INCLUDES ALL)	1	LS	\$	287,920.00
STORM DRAIN SYSTEM	1	LS	\$	456,207.50
WATER & SEWER SYSTEM	1	LS	\$	36,000.00
REGULATORY SIGNAGE	1	LS	\$	6,250.00
TOTAL		1	\$	4,871,613.14
CONTINGENCY ALLOWANCE			\$	487,161.31
RESTROOM ALLOWANCE			\$	250,000.00
TOTAL + ALLOWANCE			\$	5,608,774.45

SCHEDULE OF VALUES			
NTP 3			
1984 F			
TRUMAN WATERFRONT			
MOBILIZATION	1	LS	\$ 466,520.00
MAINTENANCE OF TRAFFIC	1	LS	\$ 11,825.00
SITE DEMOLITION	1	LS	\$ 126,111.00
EXCAVATION AND GRADING	1	LS	\$ 166,857.50
CUT/FILL AND DEWATERING	1	LS	\$ 413,275.00
STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$ 21,000.00
ROADWAY CURBING	1	LS	\$ 82,125.00
ASPHALT PAVING AND BASE	1	LS	\$ 213,527.25
PAVEMENT MARKINGS	1	LS	\$ 17,500.00
TRUNCATED DOME PAVERS	1	LS	\$ 5,183.00
4" CONCRETE	1	LS	\$ 161,593.75
8" CONCRETE	1	LS	\$ 212,655.00
BOLLARDS	1	LS	\$ 12,750.00
BENCHES, TRASH CANS, BIKE RACKS	1	LS	\$ 207,270.00
FENCING AND RAILING	1	LS	\$ 94,775.00
CUSTOM SIGNAGE	1	LS	\$ 65,000.00
TREE PROTECTION, REMOVAL AND RELOCATION	1	LS	\$ 7,875.00
CANOPY TREES	1	LS	\$ 76,700.00
ORNAMENTAL TREES	1	LS	\$ 22,361.00
LARGE PALMS	1	LS	\$ 132,708.00
SHRUBS AND GROUNDCOVER	1	LS	\$ 88,034.00
TURF GRASS	1	LS	\$ 214,418.00
IRRIGATION	1	LS	\$ 90,000.00
ELECTRICAL SYSTEM (INCLUDES ALL)	1	LS	\$ 419,860.00
STORM DRAIN SYSTEM	1	LS	\$ 353,875.00
INJECTION WELL	1	LS	\$ 83,125.00
DOMESTIC WATER	1	LS	\$ 80,925.00
SANITARY SEWER	1	LS	\$ 69,387.50
FIRE SYSTEM	1	LS	\$ 26,250.00
PLUMBING	1	LS	\$ 15,625.00
REGULATORY SIGNAGE	1	LS	\$ 8,750.00
TOTAL			\$ 3,967,861.00
CONTINGENCY ALLOWANCE			\$ 396,786.10
TOTAL + ALLOWANCE			\$ 4,364,647.10

			1	
ADD ALTERNATE 1	1	LS	Ċ	170,811.50
ADD ALIERNATE 1		LJ	٦	170,811.30
ADD ALTERNATE 2	1	LS	\$	219,960.00
ADD ALTERNATE 3	1	LS	\$	367,950.00
ADD ALTERNATE 4	1	YR	\$	20,000.00
*Quoted per year				

The Bidder shall submit a Schedule of Values with the Proposal for each NTP. Schedule of Values shall be broken down by Bid Items listed in the proposal and shall be used as a basis for payment. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. Schedule of Values are provided in Part 8. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.

List items to be performed by CONTRACTOR's own forces and the estimated percent of the Total Lump Sum Base Bid.

DEMOLITION	100%
EXCAVATION & GRADING	80%
CUT / FILL DEWATERING	80%
ROADWAY CURBS	100%
ROAD BASE	80%
STORM DRAINAGE	100%
INJECTION WELLS	100%
DOMESTIC WATER	100%
SANITARY SEWER	100%

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:

GRADER MIKE			
Name SITEWORK, GRADING		5%	
Trade 2 BAY DR	KEY WEST	Percent of T	Total Base Bid 33040
Street	City	State	Zip
BELLA CONSTRUCTION		8	%
Name CONCRETE WORK			
Trade 35 DIAMOND DR.	, KEY WEST	Percent of T	Total Base Bid 33040
Street	City	State	Zip
FL KEYS ELECTRIC			
Name ELECTRICAL		100	%
Trade 5730 2ND AVE	KEY WEST	Percent of 7	Total Base Bid 33040
Street	City	State	Zip
ECO SCAPES			
Name LANDSCAPING		10%	6
Trade 1120 SEMINARY ST	KEY WEST	Percent of 7	Total Base Bid 33040
Street	City	State	Zip
GENERAL ASPHALT			
Name ASPHALT		59	%
Trade 4850 NW 72ND AVE	, MIAMI	Percent of 7	Total Base Bid 33166
Street	City	State	Zip

SURETY

On a Tayyan Carren	TT (C 1	OFF	_ whose address
One Tower Square	Hartford,	, CT	06183
Street	City	State	Zip
BIDDER			
The name of the Bidder submitting this	Proposal is		
CHARLEY TOPPINO & SONS, INC.			doing business
P.O. BOX 787	KEY WEST	FL	33041
P.O. BOX 787 Street	KEY WEST City	FL State	
Street which is the address to which all cor Contract shall be sent. The names of the principal officers	City mmunications concerned v	State With this Pro	Zip posal and with a
Street which is the address to which all cor Contract shall be sent.	City mmunications concerned v	State With this Pro	Zip posal and with a
Street which is the address to which all cor Contract shall be sent. The names of the principal officers	City mmunications concerned v	State With this Pro	Zip posal and with a
Street which is the address to which all cor Contract shall be sent. The names of the principal officers partnership, or of all persons interested i	City mmunications concerned was of the corporation submanth this Proposal as principal	State With this Pro	Zip posal and with a

If Sole Proprietor or Partnership

	set his (its) hand this day of 2015.
Signature of Bidder	
Title	
	<u>If Corporation</u>
IN WITNESS WHEREOF the undersign	ned corporation has caused this instrument to be execut
(SEAL) CHARLEY TOPPINO & SONS, INC.	officers this 28 day of SEPT 201
(SEAL)	By Aranh O Goffens

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years. List similar projects, with types, names of OWNERs, construction costs, ENGINEERs, and references with phone numbers on attached sheet.

FLORIDA BID BOND

BOND NO. N/A
AMOUNT: \$5% of Bid Proposal
KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc.
US Highway 1, MM 8.5, Rockland Key, Key West, FL 33040
hereinafter called the PRINCIPAL, and Travelers Casualty Insurance Company of America
a corporation duly organized under the laws of the State of Connecticut
having its principal place of business at One Tower Square, Hartford, CT 06183
in the State of Connecticut
and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto
City of Key West, P.O. Box 1409, Key West, FL 33041
hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of
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 TRUMAN WATERFRONT PARK PHASE 1A, said Bid Proposal, by reference thereto, being hereby made a part hereof.

FLORIDA BID BOND (continued)

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 Specifications, entitled:

TRUMAN WATERFRONT PARK PHASE 1A

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 22nd	day of September	, 2015.
PRINCIPAL	Charley Toppi By <u>ใกลม</u>	ino & Sons, Inc.
STATE OF FL COUNTY OF MONTOE	SURETY By	In-Fact & FL Res Agent Parker

FLORIDA BID BOND (continued)

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: Iranh P. Joppin	
Sworn and subscribed before me this 23 day of Sept	, 2015.
NOTARY PUBLIC, State of	

* * * * * *



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

227701

Certificate No. 006296635

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William L. Parker, Davor I. Mimica, Ileana M. Bauza, and William Frederick Kleis

of the City of Miami	. State o	of Florida		, th	eir true and lawfu	ıl Attorney(s)-in-Fact,
each in their separate capacit other writings obligatory in	ty if more than one is named above, to sign, the nature thereof on behalf of the Compan uaranteeing bonds and undertakings required	nies in their business	of guaranteeing	nd all bonds, recog the fidelity of pe	gnizances, conditi rsons, guaranteeir	onal undertakings and
IN WITNESS WHEREOF March	, the Companies have caused this instrument	t to be signed and thei	ir corporate seals	s to be hereto affi:	xed, this	12th
	Farmington Casualty Company Fidelity and Guaranty Insurance C Fidelity and Guaranty Insurance U St. Paul Fire and Marine Insurance St. Paul Guardian Insurance Comp	Inderwriters, Inc. e Company	Trave Trave	elers Casualty an elers Casualty an	irance Company d Surety Compa d Surety Compa and Guaranty C	ny of America
CASUA 198200	NCORPORATED TO THE TOTAL PROPERTY OF THE TOT	SEAL S	CORPORATE TO SEAL S	HARTFORD TO CONN.	MARITORO S	ST NAME OF THE PROPERTY OF THE
State of Connecticut City of Hartford ss.		В	Зу:	Robert L. Raney	, Senior Vice Presid	ent
Fire and Marine Insurance C Casualty and Surety Compar	day of March of Farmington Casualty Company, Fidelity ompany, St. Paul Guardian Insurance Comp ny of America, and United States Fidelity an herein contained by signing on behalf of the	and Guaranty Insuran pany, St. Paul Mercury nd Guaranty Company	ce Company, Fig y Insurance Com y, and that he, as	delity and Guaran npany, Travelers (s such, being auth	ty Insurance Unde Casualty and Suret	y Company, Travelers
In Witness Whereof, I heren My Commission expires the	unto set my hand and official seal.	TETREE OTARDE		Man	u C. J	theoult ary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22 day of SEPTEMBER , 20 15.

Kevin E. Hughes, Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ANTI-KICKBACK AFFIDAVIT

STATE OF) : SS COUNTY OFMONROE)
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:
Sworn and subscribed before me this
My Commission Expires: RNALD J. ARMSTRONG MY COMMISSION # FF053743 EXPIRES: September 12, 2017

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.

TROMAI	N WATERFRONT PARK PHASE 1A
This sworn s	statement is submitted by CHARLEY TOPPINO & SONS, INC.
	(name of entity submitting sworn statement)
whose busin	ess address is P.O. BOX 787, KEY WEST, FL 33041
and (if appli	cable) its Federal Employer Identification Number (FEIN) is
and (if appli	cable) its Federal Employer Identification Number (FEIN) is
(If the entity	has no FEIN, include the Social Security Number of the individual
(If the entity signing this	59-2426906 has no FEIN, include the Social Security Number of the individual sworn statement
(If the entity signing this	59-2426906 Thas no FEIN, include the Social Security Number of the individual sworn statement FRANK P. TOPPINO
(If the entity signing this	has no FEIN, include the Social Security Number of the individual

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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.

PUBLIC ENTITY CRIMES (continued)

- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

	There has	s bee	n a p	procee	ding	concer	nin	g the con	ıvic1	tion	before a h	earing o	f the
State c	f Florida	, Div	isio	n of A	dmi	nistrativ	e F	learings.	Th	e fir	al order e	ntered by	y the
hearing	g officer	did	not	place	the	person	or	affiliate	on	the	convicted	vendor	list.
(Please	attach a	cop	v of	the fin	al o	rder.)							

____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.)

PUBLIC ENTITY CRIMES (continued)

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.)

		Frank G. Derrouno
		(signature) SEPT. 28, 2015
		(date)
STATE OF	FL	E.
COUNTY OF	MONROE	
	PERSONALLY AF	PPEARED BEFORE ME, the undersigned authority,
FRANK P. TOPP	NO who.	after first being sworn by me, affixed his/her
(name of individu	THE PERSON AND THE PE	union and compensation of and, warmen and and
signature in the s	pace provided abov	e on this 28 day of SEPT. , 2015.
My commission	expires: RONALD J. MY COMMIS EXPIRES: S.	ARMSTRONG SION # FF053743 POTARY PUBLIC NOTARY PUBLIC

INDEMNIFICATION

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

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

CONTRACTOR:	CHARLEY TOPPINO & SONS, INC.	SEAL:
	P.O. BOX 787, KEY WEST, FL 33041	
	Address	
	Signature Signature	
	FRANK P. TOPPINO	
	Print Name	
	PRESIDENT	
	Title	
	SEPT. 28, 2015	
	Date	

* * * * * *

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

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

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

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

Business NameCHARLEY TOPPINO 8	& SONS, INC. Phone: 305 296-5606
	EY WEST, FL 33041 305 296-5189
(P.O Box numbers may not be used to establi	sh status)
Length of time at this address: 30 YE	ARS
_ Juana V. Jakk	Date: SEPT. 28, 2015
Signature of Authorized Representative	
STATE OFFL	COUNTY OF MONROE
The foregoing instrument was acknowledged	before me this
By Frank P. Toppino	, of CHARLEY TOPPINO & SONS, INC.
(Name of officer or agent, title of officer or a	
or has produced identification	as-identification
(Type of identification)	Trans Od M. N. D. D.
	Signature of Notary
	English and the second
Return Completed form with	RONALD J. ARMSTRONG MY COMMISSION TEP 3704 or Stamp Name of Notary EXPIRES: September 17 3704 or Stamp Name of Notary
Supporting documents to: City	EXPIRES September 17 MP of Stallip Name of Notary
of Key West Purchasing	-40000000000000000000000000000000000000
	Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OFFL	: SS
COUNTY OF MONROE	
I, the undersigned hereby duly swo provides benefits to domestic partr employees' spouses per City of Ke	orn, depose and say that the firm of CHARLEY TOPPINO & SONS, INC. ners of its employees on the same basis as it provides benefits to be West Ordinance Sec. 2-799.
	By: Drank (. De figures
Sworn and subscribed before me the	nis
28 day of SEPT.	2015

My Commission Expires:

NOTARY PUBLIC, State of

* * * * *

RONALD J. ARMSTRONG MY COMMISSION # FF053743 EXPIRES: September 12, 2017

CONE OF SILENCE AFFIDAVIT

STATE OF) : SS COUNTY OFMONROE)
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of <u>CHARLEY TOPPINO & SONS, INC.</u> have read and understand the limitations and procedures regarding communications concerning City of Key West
issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence
(attached).
(signature) SEPT. 28, 2015 (date)
Sworn and subscribed before me this
Day of SEPT. , 2015. NOTARY PUBLIC, State of FL at Large My Commission Expires: RONALD J. ARMSTRONG My Commission Expires: EXPIRES: September 12, 2017

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.	[X]
2.	All blank spaces in Proposal filled in, using black ink.	[X]
3.	Total and unit prices added correctly and attached Schedule of Values	[X]
4.	Addenda acknowledged.	[x]
5.	Subcontractors are named as indicated in the Proposal.	[X]
6.	Experience record included.	[X]
7.	Proposal signed by authorized officer.	[X]
8.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.	[X]
9.	Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.	[X]
10.	Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.	[X]
11.	BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original and 1 flash drive as stated in the invitation to bid.	[X]
12.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	[X]

* * * * * *

CHARLEY TOPPINO & SONS, INC.
P.O. BOX 787
KEY WEST, FL 33041 305 296-5606

PAST PROJECTS

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 7 years ago.

1.) CITY OF KEY WEST P.O. BOX 1409 KEY WEST, FL 33040 305 809-3965

SCOPE OF WORK: STORM DRAINAGE, INJECTIONS WELLS, SIDEWALKS, CURBS, FOUNDATIONS, PIER REPAIR, LANDSCAPING & MAINTENANCE, ROADWORK, ASPHALT.

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVÍSION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 19982000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2011	\$1,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
WHITE ST PIER RIP RAP	\$ 131,054	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 1	\$ 218,890	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 2	\$ 164,181	BOND YES

SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES
COLLEGE ROAD ENHANCEMENTS	\$ 283,921.84	BOND YES
ATLANTIC BLVD ENHANCEMENTS	\$ 498,839.13	BOND YES
DONALD AVE CANAL EMBANK	\$ 50,912.00	BOND NO

2.) MONROE COUNTY 1100 SIMONTON STREET KEY WEST, FL 33040 305 292-4426

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, INJECTIONS WELLS, SIDEWALKS, CURBS, LANDSCAPING, ROADWORK, ASPHALT, PLAYGROUNDS.

PROJECTS:

PALM AVE ROADWAY	\$ 931,000	BOND YES
WILHELMINA PARK	\$ 145,000	BOND YES
MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$2,366,000	BOND YES
MARATHON AIRPORT SERVICE ROAD	\$ 688,000	BOND YES
KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 192,000	BOND YES
KW INTN AIRPORT: PARKING LOTS	\$ 531,000	BOND YES
BIG COPPITT PARK	\$ 860, 242	BOND YES
BIG PINE BASIN FILL IN AND DEMO	\$ 904,943	BOND YES
MARATHON AIRPORT APRONS	\$ 376,344	BOND YES
PRADO CIRCLE	\$ 339,000	BOND YES
PALM DR BRIDGE REPAIR	\$ 131,000	BOND NO

3.) FLORIDA DEPT OF TRANSPORTATION

605 Suwannee Street Tallahassee, FL 32399-0450 (850) 414-4000

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, ASPHALT, HURRICANE CLEANUP, RIP-RAP INSTALL, SIGNAGE, FENCING.

TRUMAN AVE PROJECT:	\$10,500,000	BOND YES
BIG COPPITT BIKE PATH:	\$ 480,000	BOND YES
EMERGENCY ROAD REPAIRS, HURR WILMA:	\$ 185,000	BOND NO
HURRICANE GEORGES ROAD REPAIRS:	\$ 52,000	BOND NO
KNIGHTS KEY	\$ 373,000	BOND YES
BIG COPPITT BOAT RAMP & SPANISH HARBOR:	\$ 500,000	BOND NO
BIKE PATH SADDLE BUNCH KEYS	\$ 450,000	BOND YES
BOCA CHICA SEAGRASS MITIGATION	\$ 1,352,930	BOND YES
SUMMERLAND KEY DRAINAGE	\$2,000,000	BOND YES

3.) SAUER INC. 11223 PHILLIPS PARKWAY DR EAST JACKSONVILLE, FL 32256-15274 904 262-6444

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, ASPHALT.

PROJECTS:

CONTROL TOWER, BOCA CHICA NAS	\$832,000	BOND YES
WEATHER STATION, KEY WEST	\$366,000	BOND YES
NAVAL RESEARCH LAB	\$100,000	BOND NO
REPAIR MARINE OPS, COAST GUARD	\$337,000	BOND NO

4.) FLORIDA KEY AQUADUCT AUTHORITY 1100 KENNEDY DRIVE KEY WEST, FL 33040 305 296-2454

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, SIDEWALKS, CURBS, ROADWORK, ASPHALT, STEEL BUILDING, WATER MAINS, DEMOLITION.

PROJECTS:

FKAA CONSTRUCTION YARD BUILDING	\$ 682,000	BOND YES
PUMP STATION	\$ 377,555	BOND YES
BIG COPPITT WASTE WATER SYSTEM	\$11,078,347	BOND YES
DEMO WATER TANKS, BIG COPPITT	\$ 55,000	BOND YES
FLAGLER AVE WATERMAIN	\$ 306,861	BOND YES

5.) GULF BUILDERS P.O. BOX 668307 POMPANO BEACH, FL 33066 954 583-5115

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

ROOSEVELT GARDENS HOUSING PROJECT \$1,256,000 BOND YES

6.) BJ&K CONSTRUCTION
970 WEST MCNAB ROAD
FORT LAUDERDALE, FL 33309
954 974-7744

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

MERIDIAN WEST APARTMENTS \$1,700,000 BOND YES

7.) HEERY INTERNATIONAL 1625 DENNIS STREET KEY WEST, FL 33040 305 293-3008

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3 \$2,363,000 BOND YES POINCIANA ELEMENTARY SCHOOL: \$633,000 BOND YES

8. COASTAL CONSTRUCTION 5959 BLUE LAGOON DR STE 200 MIAMI, FL 33126 305 559-4900

SCOPE OF WORK: SITE WORK, DEMOLITION, FILL, CONCRETE FLATWORK, COLUMNS, RETAINING WALLS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

SUGARLOAF ELEMENTARY SCHOOL: \$2,300,000 BOND YES BEACHSIDE CONDOS \$2,665,000 BOND YES POINCIANA ROYALE \$524,520 BOND YES HORACE O BRYANT MIDDLE SCH DEMO \$388,081 BOND YES HORACE O BRYANT MIDDLE SCH SITE \$1,553,202 BOND YES

9.) HISTORIC TOURS OF AMERICA 201 FRONT STREET Key West, Florida 33040 305 296-3609

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

PARK VILLAGE	\$ 317,000	BOND	NO
MARQUESA COURT	\$ 405,000	BOND	NO
KEY COVE LANDINGS	\$ 675,000	BOND	NO

10.) DEMOYA GROUP 12209 S. DIXIE HWY MIAMI, FL 33156 305 255-5713

SCOPE OF WORK: STORM DRAINAGE, INJECTIONS WELLS, ROAD BASE, CONCRETE WORK.

PROJECTS:

SOUTH ROOSEVELT BLVD. REHAB	\$1,507,000.00	BOND NO (SUB)
BIG COPPITT US 1 ROAD EXPANSION	\$ 2,157,000	BOND NO (SUB)

11.) DL PORTER 6574 PALMER CIRCLE SARASOTA, FL 34238 941 929-9400

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

HOMELAND SECURITY, KEY WEST	\$ 231,600.00	BOND NO
KEY WEST INTERNATIONAL AIRPORT	\$ 724,000.00	BOND NO
SANTA MARIA HOTEL	\$ 225,000.00	BOND NO
COUCH HARBOR	\$ 210,000.00	BOND NO
ATLANTIC SHORES DEMO & SITEWORK	\$1,011,000.00	BOND NO
TRUMAN HOTEL SITEWORK	\$ 55,000.00	BOND NO
SPINDRIFT HOTEL DEMO & SITEWORK	\$300,000.00	BOND NO
FIRE STATION # 2 CITY OF KEY WEST	\$661.000.00	BOND NO

12. HARRY PEPPER & ASSOCIATES 215 CENTURY 21 DRIVE JACKSONVILLE, FL 32216 904 721-3300

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

REPAIR BASE OPERATIONS, BOCA CHICA	\$601,000	BOND NO
ELLISON DRIVE, TRUMBO POINT	\$ 116,000	BOND NO
BEQ, TRUMAN ANNEX	\$ 70,000	BOND NO
JIAFT EAST WAREHOUSE	\$462,000	BOND NO

13. BRPH 3275 SUNTREE BLVD MELBOURNE, FL 32940

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITTNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO
TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO
NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO
SIGSBEE PARK YOUTH CENTER	\$89,600	BOND NO

14. DOOLEY MACK CONTRUCTORS 5800 LAKEWOOD RANCH BLVD. SARASOTA, FL 34240 941 921-4636

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

STEAMPLANT CONDOS	\$1,332,000.00	BOND YES
THE MEADOWS, KEY WEST	\$ 145,000.00	BOND NO

15. BOTANICAL GARDENS 5210 COLLEGE ROAD KEY WEST, FL 33040 305 296-1504

SCOPE OF WORK: DEMOLITION, , SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, BOARDWALK / PILE CONSTRUCTION, BOULDER CUTTING & PLACEMENT, LAKE / POND CONSTRUCTION.

PROJECTS:

BOTANICAL GARDENS PHASE 1 POND	\$329,896.50	BOND YES
BOTANICAL GARDENS PHASE III	\$167,000.00	BOND YES

16. BALFOUR BEATTY MILITARY HOUSING MANAGEMENT LLC
10 CAMPUS BLVD.
NEWTOWN SQUARE, PA 19073
610 355-8051

SCOPE OF WORK: DEMOLITION, , SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, BOARDWALK / PILE CONSTRUCTION, BOULDER CUTTING & PLACEMENT, LAKE / POND CONSTRUCTION.

PROJECTS:

RENOVATIONS FAMILY HOUSING MEDICAL CTR \$141,350.00	BOND NO
RENOVATIONS TO QUARTERS LB, MEDICAL CTR \$ 39,800.00	BOND NO

17. FL DEPT OF ENVIRONMENTAL PROTECTION 3900 COMMONWEALTH BLVD. TALLAHASSEE, FL 32399-3000 305 420-8432

SCOPE OF WORK: BRIDGE REPAIR TO OLD OHIO BAHIA HONDA BRIDGE, MM 38.7, REPAIR ENTIRE SUPER STRUCTURE DECK, PROVIDE AND INSTALL AL PEDESTRIAN RAILING, MILL/RESURFACE AND STRIPE, SPALL / CRACK REPAIR.

OHIO BAHIA HONDA BRIDGE REPAIR:	\$837,700.00	BOND YES
HERITAGE TRAIL: SUGARLOAF SEGMENT:	\$255,000.00	BOND YES
HERITAGE TRAIL: KEY HAVEN TO BIG COPPITT:	\$2,052,268.00	BOND YES
HERITAGE TRAIL: SPANISH HARBOR	\$4,083,000.00	BOND YES

18. SH MARATHON, LTD. 506 FLEMING ST. KEY WEST, FL 33040 305 294-6100

SCOPE OF WORK: DEMOLITION AND REBUILD OF HOTEL, RESTAURANT, MARINA AND BOAT SLIPS IN MARATHON, FL. HOLIDAY INN EXPRESS.

HOLIDAY INN EXPRESS:

\$8,890,227

BOND YES

19. DORADO/CONQUISTADOR 541 N. PALMATTO AVE. SUITE 104 SANFORD, FL 32771 407 688-0600

SCOPE OF WORK: SITEWORK, ENVIRONMENTAL MITIGATION, CANAL EXCAVATION, FILL REMOVAL AND PROCESSING AT THE BOCA CHICA NAVAL AIR STATION AIRFIELD.

PROJECTS:

BOCA CHICA AIRFIELD VEGETATION	\$1,057,126.00	BOND YES
BOCA CHICA ANTENNA PAD MITIGATION	\$ 385,213.00	BOND NO
GEIGER KEY MITIGATION	\$ 432,549.46	BOND NO
NE HYDRO RESTORATION	\$1,206,399.00	BOND YES
BOCA CHICA WEST LAGOONS	\$ 910,420.00	BOND YES
BOCA CHICA PERIMETER ROAD	\$ 315,317.00	BOND YES
ROCKLAND STAGING AREA	\$ 69,899.00	BOND YES
BIG COPPITT SITE 2 EAST	\$ 47,910.00	BOND YES
AREAS: 1,2,3,5,6, 20,21,22,23,24	\$6,800,000.00	BOND YES

20. SS RAFFERTY, LLC 3717 EAGLE AVE KEY WEST, FL 33040

SCOPE OF WORK: DEMOLITION, SITEWORK, BUILDING.

512 DUVAL STREET BUILDING \$1,071,586.28 BOND NO

21. BOTSFORD BUILDERS

937 107th Street Gulf Marathon, FL 33050 (305) 743-9644

SCOPE OF WORK: SITEWORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, PARKING LOTS, ASPHALT, SIDEWALKS, CURBS, ROADWORK.

PROJECTS:

FLAGLER'S VILLAGE \$956,445.00 BOND YES OCEANSIDE MARINA DEMO \$193,950.00 BOND NO

22. GENERAL ASPHALT

4950 NW 172 AVE MIAMI, FL 33166 (305) 592-3480

SCOPE OF WORK: EXCAVATION, CLEAR / GRUBBING, ROAD BASE, CONCRETE WORK STORM DRAINAGE

SUGARLOAF SEGMENT US # 1	\$401,598.22	BOND NO
SHARK KEY WEST US # 1	\$61,320.86	BOND NO
RAMROD LITTLE TORCH US # 1	\$463,939.28	BOND NO
SUGARLOAF TO BIG COPPITT US # 1	\$136,250.46	BOND NO
TRUMAN AVE E6I33	\$125,588.00	BOND NO
S. ROOSEVELT-BIG COPPITT US # 1 T6320	\$1,860,000.00	BOND NO

23. WHARTON SMITH

3547 SW CORPORATE PARKWAY PALM CITY, FL 34990-8152 (772) 283-2944

SCOPE OF WORK: STORM DRAINAGE, INJECTION WELLS.

GEORGE ST BASIN PROJECT	\$ 80,134.50	BOND YES
CUDJOE REGIONAL AWRF	\$250,800.00	BOND YES

24. AJAX BUILDING CORPORATION

6050 PORTER WAY SARASOTA, FL 34232 (941) 371-6222

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, FIRE LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT

FKCC MARINE TECH BUILDING \$466,000.00 BOND YES

25.	CIVIC CONSTRUCTION	JL WOODE, LLC	
	7144 SW 47TH STREET	49 IMMIGRATION ST	
	MIAMI, FL 33155	SUITE 103	
	(305) 661-4859	CHARLESTON, SC 29403	
		(312) 363-6000	

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, FIRE LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT

HILTON GARDEN INN, SITE B DEMO	\$62,000.00	BOND NO
FAIRFIELD INN, SITE A DEMO	\$50,000.00	BOND NO
QUALITY INN, SITE C DEMO	\$235,502.00	BOND NO

HAMPTON INN, SITE D SITEWORK	\$244,653.00	BOND NO
HILTON GARDEN INN, SITE B SITEWORK	\$603,000.00	BOND NO
FAIRFIELD INN, SITE A SITEWORK	\$461,000.00	BOND NO
QUALITY INN, SITE C SITEWORK	\$477,000.00	BOND NO

27. SCHOOL BOARD, MONROE COUNTY

241 TRUMBO RD KEY WEST. FL 33040 (305) 293-1400

SCOPE OF WORK: SITE WORK, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT, FIELD LIGHTING.

HARRIS SCHOOL DEMO \$86,000.00 BOND NO HOB PARKING LOT, SOCCER FIELD \$343,882.00 BOND YES

28. BOY SCOUTS OF AMERICA, SOUTH FL COUNCIL

15255 NW 82ND AVE MIAMI LAKES, FL 33016 (305) 364-0020

SCOPE OF WORK: SITEWORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, LIFT STATION, GRINDER PUMPS, WATER MAINS, PARKING LOTS, ASPHALT, SIDEWALKS, CURBS, ROADWORK, MODULAR HOUSE, TWO STORY BATHHOUSE FACILITY, ELECTRICAL. PLUMBING, LANDSCAPING, ENVIRONMENTAL MITIGATION.

CAMP SAWYER. BOY SCOUT CAMP

\$2,295,049,13

BOND YES

LONGSTOCK II, LLC STOCK ISLAND MARINA VILLAGE, PHASE 1

7009 SHRIMP ROAD KEY WEST, FL 33040 (305) 294-2288

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS. SANITARY SEWER. WATER MAINS, FIRE LINES, SIDEWALKS, CURBS, BRICK PAVING, ROADWORK, PARKING LOTS, ASPHALT, FENCING, MARINE DOCK FACILITIES: DECKING, FIRE SYSTEM, SANITARY SEWER LIFT STATION, FORCE MAINS, SEAWALLS, FLOATING DOCKS, FUEL SYSTEM, LANDSCAPING, IRRIGATION, DREDGING.

STOCK ISLAND MARINA VILLAGE PH 1 \$ 15,010,683.79

BOND YES

DOUGLAS N. HIGGINS, KEY WEST 30.

5707 College Road Key West, FL 33040 (305) 292-7717

SCOPE OF WORK: DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS, SANITARY SEWER.

EAST FRONT ST FLOOD MITIGATION, CKW

\$444,000.00

BOND NO

31. LAYNE HEAVY CIVIL 4520 NORTH STATE ROAD 37 ORLEANS, IN 47452 812 865-3232

SCOPE OF WORK: TEMP INJECTIONS WELLS, SANITARY SEWER, WATER MAINS.

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:

OUTER ISLANDS \$5,400,000.00 BOND NO

32. GIANNETTI CONTRACTING OF FL, INC.

2660 NW 15th Court # 108 Pompano Beach, FL 33069-1500 (954) 972-8104

SCOPE OF WORK: TEMP INJECTIONS WELLS

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:

OUTER ISLANDS \$391,200.00 BOND NO

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

RG0045369

The GENERAL CONTRACTOR Named below HAS REGISTERED Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2017

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

TOPPINO, FRANK P CHARLEY TOPPINO & SONS INC POST OFFICE BOX 787 KEY WEST FL 33041-0787





ISSUED: 08/10/2015

DISPLAY AS REQUIRED BY LAW

SEQ# L1508100001321

RECEIPT# 30140-9142

Business Name: TOPPINO FRANK P

Owner Name:

FRANK P TOPPINO

Mailing Address:

PO BOX 787

KEY WEST, FL 33040

Business Location: US HWY 1

KEY WEST, FL 33040

305-296-5606 CONTRACTOR (GENERAL/ENGINEERING

Business Phone: Business Type:

CONTRACTOR)

30 **Employees**

STATE LICENSE: RG0045369/GC152A/ENG I I32A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 110-13-00007585 09/29/2014 125.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2015

Business Name: TOPPINO FRANK P

RECEIPT# 30140-9142

Business Location: US HWY 1 KEY WEST, FL 33040

Owner Name: FRANK P TOPPINO Mailing Address:

Business Phone:

PO BOX 787

Business Type:

305-296-5606 CONTRACTOR (GENERAL/ENGINEERING

KEY WEST, FL 33040

CONTRACTOR)

Employees 30

STATE LICENSE: RG0045369/GC

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

RECEIPT# 30140-89800

Business Name: CHARLEY TOPPINO & SONS INC

Owner Name:

Mailing Address:

EDWARD TOPPINO SR

P O BOX 787 KEY WEST, FL 33041

Business Phone:

KEY WEST, FL 33040

Business Type:

CONTRACTOR (ENG CLASS I CC 749 A)

Employees

10

STATE LICENSE: CC749A

Business Location: 8.5 ROCKLAND KEY

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 110-13-00007585 09/29/2014 25.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2015

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89800

Business Location: 8.5 ROCKLAND KEY

Owner Name: **EDWARD TOPPINO SR** Malling Address:

Business Phone:

KEY WEST, FL 33040

10

P O BOX 787

Business Type:

KEY WEST, FL 33041

CONTRACTOR (ENG CLASS I CC 749 A)

Employees

STATE LICENSE: CC749A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

RECEIPT# 53110-25514

Business Name: ROCKLAND RECYCLING CENTER ENERGY

COMMONS INC DBA

Owner Name: Mailing Address:

FRANK & EDWARD & GEORGE TOPPINO

Business Location: MM 8.5 US HWY 1

KEY WEST, FL 33040

P O BOX 1149 Business Phone: 305-296-5606 KEY WEST, FL 33041 WHOLESALE SALES (RECYCLING CONST Business Type:

DEBRIS)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

Paid 110-13-00007585 09/29/2014 30.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2015

Business Name: ROCKLAND RECYCLING CENTER ENERGY

COMMONS INC DBA

FRANK & EDWARD & GEORGE TOPPINO

Owner Name: Mailing Address:

P O BOX 1149

KEY WEST, FL 33041

RECEIPT# 53110-25514

Business Location: MM 8.5 US HWY 1

KEY WEST, FL 33040

Business Phone: 305-296-5606

WHOLESALE SALES (RECYCLING CONST Business Type:

DEBRIS)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

FRANK TOPPINO, JOHN P TOPPINO Owner Name:

Mailing Address: QUALIFIER

BOX 787

KEY WEST, FL 33041

Business Location: US HWY 1

KEY WEST, FL 33040

Business Phone: 305-296-5606

CONTRACTOR (GENERAL & ENGINEERING Business Type:

CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A

STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid 110-13-00007585 09/29/2014 250.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2015

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

Business Location: US HWY 1

KEY WEST, FL 33040

Owner Name: FRANK TOPPINO, JOHN P TOPPINO Mailing Address: QUALIFIER

Business Phone:

BOX 787

Business Type:

305-296-5606 CONTRACTOR (GENERAL & ENGINEERING

CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A

KEY WEST, FL 33041

STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

RECEIPT# 30140-7153

Business Name: TOPPINO CONSTRUCTION CO INC

Owner Name:

EDWARD TOPPINO SR

Mailing Address:

PO BOX 787

KEY WEST, FL 33041

Business Location: ROCKLAND KEY

KEY WEST, FL 33040

305-296-5606

Business Phone: Business Type:

CONTRACTOR (ENGINEERING CONTRACTOR

131A)

Employees

10

STATE LICENSE: EC 131A 10-05

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 110-13-00007585 09/29/2014 25.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2015

Business Name: TOPPINO CONSTRUCTION CO INC

RECEIPT# 30140-7153

Business Location: ROCKLAND KEY

KEY WEST, FL 33040

Owner Name: **EDWARD TOPPINO SR** Mailing Address:

Business Phone:

PO BOX 787

Business Type:

305-296-5606 CONTRACTOR (ENGINEERING CONTRACTOR

131A)

KEY WEST, FL 33041

Employees 10

STATE LICENSE: EC 131A 10-05

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

RECEIPT# 30140-99340

Business Name: T AND B DRILLING LLC

FRANK P TOPPINO, GEORGE LEONARD Owner Name:

Mailing Address: QUALIFIER

PO BOX 787

KEY WEST, FL 33041

Business Location: MM 9 ROCKLAND KEY KEY WEST, FL 33040

Business Phone: 305-296-5606

CONTRACTOR (WELL DRILLING) Business Type:

Employees 5

STATE LICENSE: 2947 EXP 7-31-2013

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 110-13-00007585 09/29/2014 20.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2015

Business Name: T AND B DRILLING LLC

RECEIPT# 30140-99340

Business Location: MM 9 ROCKLAND KEY

KEY WEST, FL 33040

FRANK P TOPPINO, GEORGE LEONARD Mailing Address: QUALIFIER

Owner Name:

Business Phone:

PO BOX 787

Business Type:

305-296-5606 CONTRACTOR (WELL DRILLING)

KEY WEST, FL 33041

Employees 5

STATE LICENSE: 2947 EXP 7-31

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

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 & S (FRANK ENG CtlNbr:0010428

Location Addr 2011 FLAGLER AVE

Lic NBR/Class 15-00023996 CONTRACTOR - REG ENGINEERING I

Issue Date:

October 01, 2014 Expiration Date: September 30, 2015

License Fee Add. Charges \$309.75 \$0.00

Penalty Total

\$0.00 \$309.75

Comments:

This document must be prominently to reveal \$2625 \$1827.95 CHARLEY TOPPING & SONS, INC.

CHARLEY TOPPINO & S (FRANK ENG

Trans date: 10/02/14 Time: 13:16:47

FRANK TOPPINO P.O. BOX 787 KEY WEST FL 33041

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 & S (FRANK RG) CtlNbr:0005344

Location Addr

2011 FLAGLER AVE

Lic NBR/Class 15-00023997 CONTRACTOR - REG GENERAL

Issue Date:

October 01, 2014 Expiration Date: September 30, 2015

License Fee Add. Charges \$309.75 \$0.00

Penalty Total

\$0.00 \$309.75

Comments:

This document must be prominently recommended.

FRANK P. TOPINO

\$1027.95

CHARLEY TOPPINO & S (FRANK RG)

Trans date: 10/02/14

Time: 13:16:47

\$389.75

POB 787

KEY WEST FL 33041

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

CHARLEY TOPPINO & SONS (EDWAR) CtlNbr:0005358 Business Name

Location Addr MM 8 1/2 ROCKLAND KEY

Lic NBR/Class 15-00017557 CONTRACTOR - REG ENGINEERING I

Issue Date:

October 01, 2014 Expiration Date: September 30, 2015

License Fee Add. Charges

\$309.75 \$0.00

Penalty Total

\$0.00 \$309.75

Comments:

Type: OC Drawer: 1 Receipt no: 415

This document must be prominently raisembeyed. 3024581 CHARLEY FOR SONS, INC. \$1827.95

Trans date: 10/02/14 Time: 13:16:47

CHARLEY TOPPINO & SONS (EDWAR)

EDWARD TOPPINO P.O. BOX 787

KEY WEST FL 33041

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

T AND B DRILLING LLC CtlNbr:0018407

Location Addr M M 9 ROCKLAND KEY

Lic NBR/Class 15-00022594 CONTRACTOR - SPEC WELL DRILLING October 01, 2014 Expiration Date: September 30, 2015

Issue Date: License Fee

\$98.70

Add. Charges \$0.00

\$0.00

Penalty Total

\$98.70

Comments: LEONARD, GEORGE, QUALIFIER

KARL SICKLE, SECONDARY QUALIFI This document must be prominently displayed.

T AND B DENIGHENOG INC

T AND B DRILLING LLC

P.O. BOX 787

Trans date: 19/02/14 Time: 13:16:47

KEY WEST FL 33041



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409

ADDENDUM No.: 1 ITB No.: 15-022 Truman Waterfront Park Phase 1A

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby amended in accordance with the following items:

- 1. The Bid deadline is extended to October 7th, 2015; not later than 3:00 p.m. local time.
- 2. Addenda No. 2 will be issued on or around September 29th, 2015.
- 3. The deadline for questions is before 5:00 p.m. on September 28th, 2015.
- 4. A copy of the Mandatory Pre-Bid Meeting Sign-in Sheet is attached for reference.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

CHARLEY TOPPINO & SONS, INC.

Name of Business

Signature

September 29, 2015 Page 1 of 6



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409

ADDENDUM NO. 2 ITB No. 15-022 TRUMAN WATERFRONT PARK PHASE 1A

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby amended in accordance with the following items:

1.0 CONTRACTOR QUESTIONS AND RESPONSES:

- 1.01 Please provide rim elevations and inverts for "storm-water Inlets" within NTP 2, as they are not included on the structure table.
 - RESPONSE: Inlet rim elevations have been added to CP-03. Revised drawing included in this addenda.
- 1.02 Will there need to be a 2FT clean soil cap across the entire project?

 RESPONSE: Parcel E2 currently has two feet (2') of fill over the contaminated soil. The contractor is responsible for providing an Engineering Control as defined in the Soil and Groundwater Management Plan (SGMP). Two feet (2') clean soil cap or other acceptable Engineering Control is only required for Parcels E2 and E3.
- 1.03 In reference to contaminated parcels, can the contractor re-use excavated soils within the top 2FT under impervious surfaces? Such as under asphalt or concrete.

 *RESPONSE: Per the SGMP, yes they can.
- 1.04 Will the contractor be able to re-use crushed concrete and asphalt onsite?

 RESPONSE: The contractor is permitted to re-use recycled/crushed concrete as long as it meets the requirements defined in the Technical Specifications. Re-use of asphalt is PROHIBITED.
- 1.05 Is it the responsibility of the contractor to properly dispose of any excess fill at the end of the project or will the City pay for disposal?

 RESPONSE: Yes it is the contractor's responsibility to properly dispose of excess fill at the end of the project at no additional cost to the City.

- 1.06 The most feasible option would be that the City (to) provide a disposal contingency or pay for disposal directly, as the contractor is limited on his ability to calculate this quantity accurately. Since a portion of the excavated fill may test at acceptable local disposal levels and some may test at higher levels requiring disposal at a landfill.
 - RESPONSE: It is the contractor's responsibility to understand the proposed improvements including those involving excavation, cut and fill. The City will NOT provide a disposal contingency or pay for disposal directly.
- 1.07 Will contaminant testing of the excavated stockpiles also be the responsibility of the contractor? RESPONSE: Yes. Contamination testing of the excavated soil within known contaminated parcels will likely be necessary for offsite disposal characterization. The contractor should confirm the analytical parameters with the disposal facility. Note that soil excavated from a contaminated site may only be re-used within that same parcel. No testing will be required to re-use the soil within its originating parcel as long as it is utilized in a manner consistent with the provision of the Soil and Groundwater Management Plan and the required Engineering Controls.
- 1.08 In reference to plan Page SM-00 (Parcels E1, E2, E3, K...), since the site has been separated into sections based on soil contaminants, is the contractor to create a bermed laydown area for each parcel, in order to not cross contaminate soils?
 RESPONSE: It is the responsibility of the contractor to implement the necessary measures to manage the soil
 - RESPONSE: It is the responsibility of the contractor to implement the necessary measures to manage the soil and prevent cross contamination across parcels. Stockpiles must be managed to separate clean soil from contaminated soil. Section 3.3 of the Soil and Groundwater Management Plan provides additional guidance regarding stockpile management. Additionally, dust and sediment control requirements are addressed in Section 3.2 of the Soil and Groundwater Management Plan.
- 1.09 In reference to NTP 3 (ADD ALT 1), it states to "Saw cut curvy edge along east side of Quay/pedestrian promenade (in NTP3; north to Building 103...)". This work extends into NTP 2, and there is no alternate provided for NTP 2 saw cutting. How should the contractor handle this?

 *RESPONSE: The saw cutting of the curved East Quay concrete edge Add Alternate is only part of NTP3. The curved saw cut edge in NTP2 is part of the base bid. The dividing line between what is in the NTP2 base bid and NTP3 Add Alternate is the NTP phase line shown and labeled on plan sheets and graphically depicted on PP-00. The language for this Alternate in the Proposal has be clarified. A revised version of Page 15 (Proposal page 5 of 9) is included in this Addendum.
- 1.10 In reference to NTP 3 (ADD ALT 2), it states "Provide materials, labor and equipment to apply stained concrete wavy pattern on walkways as shown on the Hardscape Paving and Finishes Plans and Details and technical specifications..." This work extends into NTP 2, and there is no alternate provided for NTP 2 concrete staining. How should the contractor handle this?
 - RESPONSE: The staining of the concrete, as shown on LF-02, LF-03 and LF-04, extends the length of NTP 2 and NTP3, along the East Quay from Admiral's Cut to the boat ramp. Staining will be completed in NTP3 should the City choose to accept this Alternate. The language for this Alternate in the Proposal has be clarified. A revised version of Page 15 (Proposal page 5 of 9) is included in this Addendum.



- 1.11 In reference to Site Demolition plan CS-01 & CS-02, the curvy cut concrete seawall cap or slab that is hatched is showing "existing concrete to be demolished". Is this work to be included in additive alternates or base bid for each NTP? As it is not specified on the demo plan but asked for in the bid docs as an alternate. RESPONSE: The Demolition Plans are delineated with the NTP phase line. Therefore, concrete demolition in NTP 2 shall be completed when work on that area is completed. The same principals apply to NTP 3.
- 1.12 In reference to mooring bollard refurbishment, are we to refurbish all mooring bollards along the project within NTP 2/NTP 3?

 *RESPONSE: Contractor shall refurbish all mooring bollards and do so as part of NTP2.
- 1.13 Please provide a detail explain how the mooring bollards need to be refurbished.

 RESPONSE: Per No. 16 on the Paving and Finishes Legend on LF-06, contractor shall "sand blast to raw metal, apply primer and 2 coats of paint".
- 1.14 In the GMP it states "If groundwater is extracted, it must be contained, characterized and treated (if required) prior to discharge to a permitted discharge point or disposed off-site..." Please define what areas will require extracted groundwater treatment. Would carbon filtration be an adequate treatment for extracted groundwater? (Encotech carbon filtration system).
 - RESPONSE: Petroleum groundwater impacts have been documented at Parcels E2 and E3. Therefore, we would anticipate that treatment of dewatering effluent would be required for dewatering on those parcels. Also note that dewatering activities conducted on adjacent parcels may affect the migration of contaminated groundwater on the affected parcels. It is incumbent upon the contractor to demonstrate that dewatering will not cause migration of contaminated groundwater and a dewatering plan must be submitted to FDEP. The dewatering plan should propose the treatment details for FDEP approval. FDEP will make the determination if the carbon filtration system that is proposed will be sufficient. Carbon filtration is a typical treatment for petroleum impacted groundwater; however additional treatment may be necessary if other constituents are detected in the groundwater.
- 1.15 The geometry sheets don't list any horizontal control points or coordinates for layout. The engineer needs to have the project tied to horizontal control points and provide coordinates for everything. This is a very detailed design and needs to be staked to plan, not just made up in the field. Please provide this information.

RESPONSE: Horizontal control will be provided to the successful bidder prior to construction.

2.0 CLARIFICATIONS:

- 2.01 Contaminated soil may be used within the respective parcel it is excavated from, shown on the SMP and GMP Reference Map. Soil excavated or exposed from below 2'-0" within Parcel E2 and below the concrete slab within Parcel E3 are required to be covered with an "Engineering Control" as defined in the SGMP.
- 2.02 Excavated soil cannot be relocated from one parcel to another parcel.
- 2.03 Clean soil mixed with contaminated soil shall be considered contaminated.
- 2.04 The 90% opinion of probable cost includes line items for implementing the SGMP.



- 2.05 Contaminated soil can be "processed", as defined in the SGMP, and used for various purposes, such as "bedding" for underground pipes and conduit, as long as engineering controls are provided in accordance with the SGMP.
- 2.06 CONTRACTOR logistics for placing the site in safe condition to accommodate City Events, such as the Boat Races, is the CONTRACTOR'S responsibility and is not justification for a change order or additional compensation.
- 2.07 Excavated contaminated soils may remain within the same parcel until they are re-used or disposed. However, contaminated soils must be secured in such a manner as to be protected from human access (e.g. fenced) and exposure to weather or humans (securely covered with an impermeable material). The materials used to secure the soils must be regularly maintained to ensure that they do not deteriorate or move such as that soils become exposed at any time.
- 2.08 Soils located within a contaminated parcel must be treated as such and are therefore subject to the requirements outlined in the Soil and Groundwater Management Plan. According to the approved Soil and Groundwater Management Plan, soils may remain and be re-used within the same contaminated parcels as long as the required Engineering Control measures applicable to that parcel are implemented.
- 2.09 Technical Specifications Section 329300-14, Paragraph 3.14 is amended at follows:
 - A. Contractor is responsible for maintenance of all landscape for one (1) year from the date of Final Acceptance of each respective NTP.
- 2.10 The CONTRACTOR has the flexibility to bury/consolidate contaminated soil encountered or excavated within a Parcel. That is to say, the CONTRACTOR is permitted to excavate/strip the Engineering Control (2'-0" of clean soil) in Parcel E2, stockpile that clean soil within E2, raise the grades in E2 with contaminated soil from elsewhere in the Parcel and then add 2'-0" of clean fill or other Engineering Control, including the stockpiled material, on top of the contaminated soil.
- 2.11 Technical Specifications Section 329300-7, Paragraph 2.3, is amended at follows:
 - A. Granite Mulch: Free from deleterious materials and suitable as top dressing of trees and shurbs and consisting of.
 - 1. Type: Granite. Mulch containing Calcium Carbonate or Limestone is strictly prohibited.
 - 2. Size Range: ½" diameter, Poorly Graded containing no fines or other material that might impeded the flow/exchange of oxygen or water necessary for vigorous plant growth and health.
 - 3. Color: light brown to tan. Contractor to provide sample to Landscape Architect for approval.



- 2.12 Technical Specifications Section 329300-14, Paragraph 3.9, is amended at follows:
 - B. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Trees in Turf Areas: Apply granite mulch ring of 2-inch depth, with 36-inch (900-mm) diameter ring around trunks or stems. Do not place mulch within 2 inches of trunks or stems.
 - 2. Granite Mulch in Grass Planting Beds: Apply 2-inch depth mulch extending 12 inches (300 mm) beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 2 inches (50.8 mm) of trunks or stems.

3.0 **CONTRACT DOCUMENT CHANGES:**

- 3.01 In addition to providing vehicular and pedestrian access to adjacent uses, CONTRACTOR shall also provide the same level of access to the boat ramp and the USCGC Ingham Floating Museum.
- 3.02 Amend Technical Specification Section 12300-2, 3.1, A. 1. and PROPOSAL, Page 5 of 9, NTP3 BID ADD ALTERNATE No. 1. are amended to say "north of Building 103" instead of "north to Building 103".
- 3.03 Technical Specification Section 012300-2, Part 3, is amended to add
 - E. Add Alternate No. 4: Additional Pollution Liability Insurance.
 - 1. The cost for an additional \$3,000,000 in Pollution Liability Insurance (above and beyond the minimum \$2,000,000 already required).
- 3.04 PROPOSAL, Page 5 of 9, is amended to include ADD ALTERNATE No. 4 to include the following: Additional cost to provide \$5,000,000 in Pollution Liability Insurance.
- 3.05 The following attachments are included in Addendum No. 2 and are considered incorporated and part of the Contract Documents and are the CONTRACTORs responsibility to recognize and follow:
 - a. Cone of Silence per Section 2-773 of the City of Key West Code of Ordinance
 - b. Unreasonable Excessive Noise per Section 26-192 of the City of Key West Code of Ordinance
 - c. Maintenance of Traffic
 - d. Demonstration of Remediation Completion and Proposal for Removal of Deed Letter and Exhibit
 - e. Conditional Site Rehabilitation Completion Order (SRCO) Letter, Tables and Exhibits
 - f. Page 5 of 9 of the PROPOSAL



4.0 DRAWING CHANGES:

All revised and modified drawings are noted with a Delta 1 and clouded. A general description of drawing changes include the following:

- 4.01 Alterations to Angela Street ingress/egress and surrounding parking lots and irrigation and electrical equipment. See Civil, Electrical, Hardscape, Landscape and Irrigation Drawings.
- 4.02 Modified spot grades and grading at the playground area in NTP 2; see Paving, Grading & Drainage and LF-12 Drawings.
- 4.03 Irrigation storage tank size has increased; see Irrigation Drawings.
- 4.04 At the Southard Street traffic circle, the sidewalk has moved to increase area/distance between back of curb and edge of sidewalk. See Site Plan, Phasing Plan, Civil, Electrical, Hardscape, Landscape and Irrigation Drawings.
- 4.05 The NTP Phase Line has been adjusted to accommodate the relocated sidewalk at the Southard Street traffic circle changes within NTP 1. See Site Plan, Phasing Plan, Civil, Electrical, Hardscape, Landscape and Irrigation Drawings.
- 4.06 The surface under the exercise equipment, in NTP3, has been changed from concrete to poured-in-place rubberized surface. See Hardscape Paving & Finishes Drawings and Details.
- 4.07 NTP3 Alternate No. 1 text/description on LF-03 and LF-04 has changed as noted Item 3.02 above.
- 4.08 Landscape mulch specifications has been amended on LL-06 and LL-07.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

CHARLEY TOPPINO & SONS, INC.

Name of Business

4,7474