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## **PART 1**

# **BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West ITB # 19-015 DENNIS STREET STORM WATER PUMP STATION, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on **April 24, 2019** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB #19-015 DENNIS STREET STORM WATER PUMP STATION addressed and delivered to the City Clerk at the address noted above.**

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following:

Constructing a new stormwater treatment device, submersible pump station, valve vault, discharge piping to connect to existing outfall and associated supporting infrastructure to be performed under these Contract Documents shall consist of furnishing and installation of all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water, and essential communications, for the performance of all labor, work, and/or other operations as required for the fulfillment of the Contract in strict conformance with the Contract Documents.

The Work shall be performed on Venetia Street west of the intersection with Dennis Street where the pump station will be installed, and extending along Dennis Street to the south side of the Key West High School where an existing outfall discharges to the salt ponds.

The Work to be performed under these Contract Documents is generally described as follows:

- A. Demolition and relocation of one existing manhole.
- B. Installation of one new stormwater treatment device.
- C. Installation of new submersible pumping station wetwell including two submersible pumps.
- D. Installation of valve vault including two plug valves, two check valves, and associated discharge piping.
- E. Installation of new generator, generator platform, associated electrical appurtenances and necessary instrumentation and controls.
- F. Installation of underground discharge piping from valve vault to existing outfall structure on Key West High School property.
- G. Connection of discharge piping to existing outfall structure on Key West High School property.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. 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)

A mandatory Pre - Bid meeting will be held on **April 3, 2019 at 10 a.m** at the site at the intersection of Dennis Street and Venetia Street, Key West, Florida.

**EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.**

**THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.**

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

A. City of Key West Business Tax License Receipt

B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

**Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to John Paul Castro, Director of Utilities, at [jcastro@cityofkeywest-fl.gov](mailto:jcastro@cityofkeywest-fl.gov).**

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CITY.

## **INSTRUCTIONS TO BIDDERS**

### **1. CONTRACT DOCUMENTS**

#### **A. FORMAT**

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

#### **B. DOCUMENT INTERPRETATION**

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

### **2. GENERAL DESCRIPTION OF THE PROJECT**

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

### **3. QUALIFICATION OF CONTRACTORS**

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

### **4. BIDDER'S UNDERSTANDING**

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

The CITY will make available to prospective Bidders upon request and at the office of the ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

**The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade/type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.**

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Bid for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in

behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, **ORDINANCES, PERMITS, AND LICENSES**, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in the specified work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner and name of Owner's contact person and phone number.
5. Designer and name of Designer's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

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

Anti-Kickback Affidavit  
Non-Collusion Affidavit  
Public Entity Crimes Form  
Indemnification Form  
City of Key West Business License Tax Receipt  
Local Vendors Form  
Domestic Partnership Affidavit  
Cone of Silence Affidavit  
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders

shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

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

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

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.



17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

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

The term of this contract will be **365** calendar days.

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

### **PROPOSAL FORM**

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: DENNIS STREET STORM WATER IMPROVEMENTS PUMP  
STATION - ITB #19-015

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

### **CONTRACT EXECUTION**

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

## CERTIFICATES OF INSURANCE

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

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within **365 calendar days** after the date of the Notice to Proceed.

## LIQUIDATED DAMAGES

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

## ADDENDA

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

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

## SALES AND USE TAXES

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

## LUMP SUM

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

## **DENNIS STREET STORM WATER PUMP STATION BASE BID:**

LUMP SUM DENNIS ST. STORMWATER PUMP STATION:

\$ 2,767,806.00

In Words:

Two Million Seven Hundred Sixty-seven  
Thousand Eight Hundred Six Dollars & Zero Cents

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

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

Demolition \$15,250	Erosion Control \$4,000
Earthwork \$68,500.00	
Utilities \$175,000.00	
Concrete Flatwork \$16,800	
Dewatering \$50,000.00	
MOT \$ 7,000	

#### SUBCONTRACTORS

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

Dowling Holdings of Florida

Name

161 US -Hwy 1 Unit 11      Key West      FL      33040  
Street      City      State      Zip

General Asphalt Co. Inc.

Name

4850 NW 72nd Ave      Miami      FL      33166  
Street      City      State      Zip

Subs Continued Next Page

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

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


### SUBCONTRACTORS

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

American Empire Builders  
Name

13775 SW 145th CT Unit B, Miami, FL, 33186  
Street City State Zip

Florida Fence Corp  
Name

PO Box 227, Tavernier, FL, 33070  
Street City State Zip

Nearshore Electric, Inc.

Name

5680 1st Ave #5

Street

Stock Island

City

FL

State

33040

Zip

Southland Painting Corp.

Name

2635 NW 4th St

Street

Ft Lauderdale

City

FL

State

33311

Zip

SURETY

TRAVLERS CASUALTY AND SURETY COMPANY OF AMERICA whose address is

ONE TOWER SQUARE

Street

HARTFORD

City

CT

State

06183

Zip

BIDDER

The name of the Bidder submitting this Bid is CHARLEY TOPPINO & SONS, INC

doing business at

129 TOPPINO INDUSTRIAL DR

Street

KEY WEST

City

FL

State

33040

Zip

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

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

FRANK P TOPPINO, PRESIDENT

EDWARD TOPPINO, SECRETARY

RICHARD TOPPINO, ASST TREASURER

DANIEL TOPPINO, ASST SECRETARY

JOHN TOPPINO, DIRECTOR

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
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 24 day of April 2019.

(SEAL)

CHARLEY TOPPINO & SONS, INC

Name of Corporation

By Frank P. Toppino

Title President

Attest (Signature)

Sworn and subscribed before this 24 day of April, 2019

Michael Labrada

NOTARY PUBLIC, State of FL, at Large

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



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EXPERIENCE OF BIDDER

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

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

CKW PUMP STATION UPGRADES STATIONS A, B, C, D, DA - ENGINEER- CH2MHILL

CONTRACT PRICE - \$4,022,894 REFERENCE- JOHN PAUL CASTRO - 305-809-3902

KEY HAVEN UTILITY IMPROVEMENTS - DISTRICT D, E, F ENGINEER- MATHEWS

CONSULTING - CONTRACT PRICE \$3,052,303 - REFERENCE B. OSTERHOUDT 305-

797-8240

39TH ST STORMWATER IMPROVEMENTS - CITY OF MARATHON

ENGINEER - WEILER ENGINEERING - PRICE \$341,550.00 REFERENCE DAN SAUS

305-289-5009

SEE ATTACHED PAST PROJECTS LIST

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**FLORIDA BID BOND**

BOND NO. Not Applicable

AMOUNT: \$ 5% of Bid Proposal Submitted

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 and Surety Company of America

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

having its principal place of business at One Tower Square, Hartford, CT 06183

in the State of Connecticut

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

City of Key West, 1300 White Street, Key West, FL 33040

hereinafter called the OBLIGEE, in the sum of 5% 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 for **ITB # 19-015/ DENNIS STREET STORMWATER PUMP STATION** said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the Contract Documents, entitled:

**ITB 19-015 / DENNIS STREET STORM WATER PUMP STATION**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 10th day of April, 2019.

PRINCIPAL Charley Toppino & Sons, Inc.

By Charles P. Toppino

STATE OF Florida )  
: SS  
COUNTY OF Monroe )

Travelers Casualty and Surety Company of America  
SURETY

By [Signature]  
William L. Parker, Attorney in Fact & FL Resident Agent

**TRAVELERS** **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. 230629

Certificate No. 007305081

**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, William Frederick Kleis, and Eduardo A. Menendez

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 25th day of July, 2017.

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



State of Connecticut  
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 25th day of July, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President 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, 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

**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: Frank P. Lawrence

Sworn and subscribed before me this 24 day of April, 2019.

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: Frank P. Jorgensen

Sworn and subscribed before me this

24 day of April, 2019,

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 Bid for \_\_\_\_\_  
ITB 19-015 DENNIS ST STORMWATER PUMP STATION

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC  
(Name of entity submitting sworn statement)

whose business address is PO BOX 787, KEY WEST, FL 33041

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

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

3. My name is FRANK P TOPPINO  
(Please print name of individual signing)

and my relationship to the entity named above is PRESIDENT

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

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

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

\_\_\_\_\_The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Frank P. Toppino  
(Signature)  
4/24/19  
(Date)

STATE OF FL

COUNTY OF MONROE

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Frank P. Toppino who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this 24 day of April, 2019.

My commission expires:

Michael Labrada  
NOTARY PUBLIC





### INDEMNIFICATION

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

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

CONTRACTOR: CHARLEY TOPPINO & SONS, INC

SEAL:

PO BOX 787, KEY WEST, FL 33041

Address

Frank P. Toppino

Signature

Frank P. Toppino

Print Name

President

Title

DATE:

4/24/19

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

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

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

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

Business Name CHARLEY TOPPINO & SONS, INC Phone: 305-296-5606  
129 TOPPINO INDUSTRIAL DR,  
Current Local Address: ROCKLAND KEY, FL 33040 Fax: 305-296-5189  
(P.O Box numbers may not be used to establish status)

Length of time at this address: 55 YEARS

Frank P. Toppino Date: 4/24/19  
Signature of Authorized Representative

STATE OF FL COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 24 day of Apr, 2019.

By Frank P. Toppino, of CHARLEY TOPPINO & SONS, INC  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

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



Michael Labrada  
Signature of Notary

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

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

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

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FL )  
 : SS  
COUNTY OF MONROE )

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

By: Frank F. Toppino

Sworn and subscribed before me this

24 Day of April, 2019.

Michael Labrada

NOTARY PUBLIC, State of FL at Large

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



**CONE OF SILENCE AFFIDAVIT**

STATE OF FL )  
 ) SS  
COUNTY OF MONROE )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of CHARLEY TOPPINO & SONS, INC have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

Frank P. Toppino

Sworn and subscribed before me this

24 Day of Apr, 2019.

Michael Labrada

NOTARY PUBLIC, State of FL at Large

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



## BIDDER'S CHECKLIST

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

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

<b>DENNIS STREET PUMP STATION</b>				
<b>SCHEDULE OF VALUES</b>				
Mobilization	1	LS	\$ 300,000.00	\$ 300,000.00
Temporary Fencing	1	LS	\$ 7,500.00	\$ 7,500.00
Maintenance of Traffic	1	LS	\$ 6,500.00	\$ 6,500.00
Erosion Control	1	LS	\$ 3,900.00	\$ 3,900.00
Demolition/Relocation of Existing	1	LS	\$ 15,250.00	\$ 15,250.00
Cofferdam System	1	LS	\$ 268,000.00	\$ 268,000.00
Dewatering	1	LS	\$ 56,000.00	\$ 56,000.00
Excavation	1	LS	\$ 29,500.00	\$ 29,500.00
Backfill	1	LS	\$ 40,000.00	\$ 40,000.00
Baffle Box	1	LS	\$ 49,115.00	\$ 49,115.00
CIP Pump Station	1	LS	\$ 704,100.00	\$ 704,100.00
Submersible Pumps & Controls	1	LS	\$ 521,360.00	\$ 521,360.00
16" PVC Outfall	1	LS	\$ 154,750.00	\$ 154,750.00
Manhole	1	LS	\$ 10,000.00	\$ 10,000.00
Tie-Into Existing Outfall	1	LS	\$ 7,500.00	\$ 7,500.00
CIP Generator Platform	1	LS	\$ 112,875.00	\$ 112,875.00
Generator Set	1	LS	\$ 172,000.00	\$ 172,000.00
Aluminum Work	1	LS	\$ 62,406.00	\$ 62,406.00
Fencing	1	LS	\$ 8,750.00	\$ 8,750.00
Electrical	1	LS	\$ 131,800.00	\$ 131,800.00
Asphalt Restoration	1	LS	\$ 89,700.00	\$ 89,700.00
Concrete Sidewalk Restoration	1	LS	\$ 9,000.00	\$ 9,000.00
Concrete Curb Restoration	1	LS	\$ 7,800.00	\$ 7,800.00
Total	-	-	-	\$ 2,767,806.00

## 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	COMPLE TE	\$527,921.34
NAS BOCA CHICA MAIN EXTENSION	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: JASON MCCLAIR Com: CHEN MOORE & ASSOCIATES Telephone: 954-730-0707	11/16/2016	UTILITIES, PIPEWORK, CONCRETE RESTORATION	ACTIVE	\$1,847,000.00
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	COMP LETE	\$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	ACTIVE	\$4,578,670.40
PUMP STATION "F"	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JOHN PAUL CASTRO Company: CKW ENGINEERING Telephone: 305-809-3965	1/26/2015	PUMP STATION IMPROVEMENTS	COMP LETE	\$1,670,744.25
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	COMPE LTE	\$4,097,278.47
VFD PUMP STATIONS A, B, C, D, DA	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JOHN PAUL CASTRO Company: CKW ENGINEERING Telephone: 305-809-3965	11/13/2015	PUMP STATION IMPROVEMENTS	COMPL ETE	\$4,022,894.40

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
CITY OF KEY WEST RIGHT OF WAY IMPROVEMENTS 2017	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JANET MUCCINO Company: CKW ENGINEERING Telephone: 305-809-3965	4/11/2017	FLATWORK, MILLING AND PAVING, STRIPING	ACTIVE	\$2,500,000.00
ST MARY'S ACTIVITY CENTER	Name: ARCHDIOCESE OF MIAMI Address: 9401 BISCAYNE BLVD, MIAMI Telephone: 305-762-1032	Name: CARLOS HUEMBES Company: VILLA AND ASSOCIATES Telephone: 305-661-8181	5/8/2017	UTILITIES, BUILDING CONSTRUCTION	COMPL ETE	\$1,574,143.14
FDOT E-6J96 MARATHON	Name: GENERAL ASPHALT Address: 4950 NW 172 AVE, MIAMI, FL Telephone: 305-592-3480	Name: ORACIO RICCOBONO Company: GEOSOL, INC Telephone: 305-828-4367	3/3/2017	CLEARING, DRAINAGE, SUBBASE INSTALLATION	COMP LETE	\$1,010,539.55
SONIC SITEWORK	Name: STANSELL PROPERTIES Address: 11607 Prospekt Rd, Odessa, FL Telephone: 727-372-0781	Name: VICTORIA BRISSON Company: DAVID DOUGLAS ASSOCIATES Telephone: 239-337-3330	1/17/17	CLEARING, EXCAVATION, EARTHWORK	COMP LETE	\$515,000.00
ABC CONSTRUCTION: KWIA COMMERCIAL APRON	Name: ABC CONSTRUCTION Address: 7215 NW 7 ST, MIAMI, FL Telephone: 305-663-0322	Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 904-636-5432	12/16/2016	PAVEMENT REMOVAL, EXCAVATION, ASPHALT MILLINGS	COMPL ETE	\$995,220.00
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	CLOSE- OUT	\$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	ACTIVE	\$3,775,000.00



MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
POINCIANA GARDENS ASSISTED LIVING FACILITY	Name: ROCKFORD CONSTRUCTION 601 FIRST ST NW, GRAND RAPIDS, MI Telephone: 616-285-6933	Name: PEREZ ENGINEERING 1010 KENNEDY DR, KEY WEST, FL Telephone: 305-293-9440	SEPT 28, 2016	SITEWORK, EARTHWORK, UTILITIES	COMPLETE	\$945,722.00
FKAA KEY HAVEN FM EXTENSION	Name: FKA 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	ACTIVE	\$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 BERMELLO AJAMIL & PARTNERS Telephone: 305-859-2050	9/30/2015	SITE DEVELOPMENT, UTILITIES, CONCRETE	CLOSE-OUT	\$15,164,925.26
STOCK ISLAND MARINA VILLAGE HOTEL	Name: SIMV 1, LLC Address: 2121 PONCE DE LEON BLVD STE 1250, CORAL GABLE, FL 33134 Telephone: 305-296-3904	Name: MICHAEL GIARDULLO Address: 201 W. MARION AVE STE 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: Stantec Address: 21301 Powerline Rd, Ste 311 Boca Raton, FL 33433 Phone: 561-487-3379	3/21/2018	Platform Construction, Pilings, Boardwalk, Pier Restoration	CLOSE-OUT	\$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	ACTIVE	\$3,863,588.00
	Name: Address: Telephone:	Name: Company: Telephone:				

**2018 / 2019  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2019**

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

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

BOX 787  
KEY WEST, FL 33041

Business Location: US HWY 1  
KEY WEST, FL 33040

Business Phone: 305-296-5606  
Business Type: CONTRACTOR (GENERAL & ENGINEERING  
CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 152A

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 107-17-00009705 09/06/2018 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, 2019

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

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

BOX 787  
KEY WEST, FL 33041

Business Location: US HWY 1  
KEY WEST, FL 33040

Business Phone: 305-296-5606  
Business Type: CONTRACTOR (GENERAL & ENGINEERING  
CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 15

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 107-17-00009705 09/06/2018 250.00

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, 2019

(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: 07/06/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1707060000534



# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name TOPPINO, FRANK CtlNbr: 0024611  
Location Addr 2011 FLAGLER AVE  
Lic NBR/Class 19-00030288 COMPETENCY CARD  
Issue Date: October 03, 2017 Expiration Date: September 30, 2019  
License Fee \$15.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$15.00

Comments: **COMP CARD #121 FOR GENERAL CONTRACTOR**

TOPPINO, FRANK  
PO BOX 787

KEY WEST FL 33040

Oper: NEWLMB Type: OC Drawer: 1  
Date: 10/03/17 61 Receipt no: 230  
CR 2019 3688  
LIC OCCUPATION RENEWA 1.00 \$15.00  
Trans number: 3116061  
OK CHECK 71638 \$30.00  
Trans date: 10/03/17 Time: 14:30:32



# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name TOPPINO FRANK (ENG) CtlNbr: 0024612  
Location Addr 2011 FLAGLER AVE  
Lic NBR/Class 19-00030289 COMPETENCY CARD  
Issue Date: October 03, 2017 **Expiration Date:** September 30, 2019  
License Fee \$15.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$15.00

Comments: **COMP CARD #3064 FOR ENGINEERING CONTRACTOR CLASS I**

TOPPINO FRANK (ENG)  
P.O. BOX 787

KEY WEST FL 33041

Oper: RENEWAL Type: OC Drawer: 1  
Date: 10/03/17 61 Receipt no: 252  
OR 2019 30289  
LIC 00030289 RENEWAL 1.00 \$15.00  
Trans number: 3116064  
OK UHDK 71636 \$30.00  
Trans date: 10/03/17 Time: 14:35:26



# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name: TOPPINO EDWARD  
Location Addr: MM 8 1/2 ROCKLAND KEY  
Lic NBR/Class: 19-00030287 COMPETENCY CARD  
Issue Date: October 03, 2017 **Expiration Date:** September 30, 2019  
License Fee: \$15.00  
Add. Charges: \$0.00  
Penalty: \$0.00  
Total: \$15.00

CtlNbr: 0024610

Comments: **COMP CARD #473 FOR ENGINEERING CLASS I CONTR.**

TOPPINO EDWARD  
PO BOX 787

KEY WEST FL 33040

Over: KEYW088 Type: OC Drawer: 1  
Date: 10/03/17 61 Receipt no: 248  
2019 30287  
OR LIC OCCUPATIONAL RENEWAL  
1.00 \$15.00  
Trans number: 3116058  
OK CHECK 71637 \$30.00  
Trans date: 10/03/17 Time: 14:32:33

# 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  
Location Addr      2011 FLAGLER AVE  
Lic NBR/Class      23996                      STATE LICENSED PROFESSIONAL  
Issued Date      10/3/2017                      **Expiration Date: September 30, 2019**

ATTORNEY, PHYSICIAN OR OTHER STATE LICENSED  
PROFESSIONAL

Comments:      ENGINEERING

Restrictions:

CHARLEY TOPPINO & S (FRANK ENG      This document must be prominently displayed.  
FRANK TOPPINO  
P.O. BOX 787  
KEY WEST, FL 33041

CHARLEY TOPPINO & SONS, INC.

# 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 AND SONS INC R  
Location Addr      2011 FLAGLER AVE  
Lic NBR/Class      23997      CONTRACTOR DBPR STATE REGISTERED  
Issued Date      10/3/2017      **Expiration Date: September 30, 2019**  
GENERAL CONTRACTOR

Comments:

Restrictions:

CHARLEY TOPPINO AND SONS INC R      This document must be prominently displayed.  
PO BOX 787

KEY WEST, FL 33041

FRANK P. TOPPINO



**CHARLEY TOPPINO & SONS, INC.**

**P.O. BOX 787**

**KEY WEST, FL 33041**

**305 296-5606**

**PROFESSIONAL REFERENCES:**

**FCAA: KURT ZELCH: 305 296-2454**

**CITY OF KEY WEST: JIM SCHOLL 305 809-3888**

**DL PORTER: GARY LOER (941) 929-9400**

**FDOT: PATTY IVY 305 289-6106**

**CREDIT REFERENCES**

<b>NAME:</b>	<b>ADDRESS</b>	<b>PHONE</b>
CONCRETE PRODUCTS OF PALM BEACHES, INC.	460 Avenue S, Riviera Beach, FL 33404	(561) 842-2743
FERGUSON ENT	1950 NW 18TH STREET POMPANO BEACH, FL 33069	305 947-0514
BBT BANK	1010 KENNEDY DR. KEY WEST, FL	305 292-3842



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2018

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).

PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	CONTACT NAME: PHONE (A/C, No, Ext): 305-591-0090 E-MAIL: certsmiami@mma-fl.com ADDRESS: certsmiami@mma-fl.com	FAX (A/C, No): 212-948-5665
INSURED Charley Toppino & Sons Inc. Monroe Concrete Products Inc. P.O BOX 787 Key West FL 33041	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Co of America	NAIC # 25666
	INSURER B: Phoenix Insurance Company	25623
	INSURER C: Travelers Property Casualty Co of Amer	36161
	INSURER D: Travelers Indemnity Company of CT	25682
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 486193245

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		DTCO3202M181TIA18	5/19/2018	5/19/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		DT8103202M181TCT18	5/19/2018	5/19/2019	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"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP3J65722118	5/19/2018	5/19/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB4K52636618	5/19/2018	5/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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

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

AUTHORIZED REPRESENTATIVE

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**CHARLEY TOPPINO & SONS, INC.**

**P.O. BOX 787**

**KEY WEST, FL 33041**

**305 296-5606**

## **PAST PROJECTS**

**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, FIRELINES, LANDSCAPING & MAINTENANCE, ROADWORK, ASPHALT.

### **PROJECTS:**

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 SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$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
16 <sup>TH</sup> ST PAVEMENT STABILIZATION	\$108,000.00	BOND NO
CAROLINE STREET IMPROVEMENTS	\$3,000,000.00	BOND YES
PUMP STATION "F"	\$1,671,000.00	BOND YES
SIMONTON STREET EMER OUTFALL	\$ 893,000.00	BOND YES
ROW IMPROVE : 2015, 2016, 2017	\$2,727,900.00	BOND YES
TRUMAN WATERFRONT PARK	\$14,719,868.05	BOND YES

**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
KWIA DRAINAGE RECONSTRUCTION	\$ 295,000	BOND YES
KWIA DRAINAGE GAKAP146	\$1,655,480	BOND YES
STOCK ISLAND ROADWAY & DRAINAGE	\$3,953,134	BOND YES

**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  
SUMMERLAND KEY DRAINAGE

\$ 1,352,930  
\$2,000,000

BOND YES  
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, HYDRANT RELOCATION & INSTALLATION, DEMOLITION.

**PROJECTS:**

FCAA 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
REPUMP STATION BIG PINE KEY	\$ 919,020.00	BOND YES
KEY HAVEN UTILITY IMPROVEMENTS	\$ 2,766,744	BOND YES
BOCA CHICA FM EXTENSION	\$ 2,020,468	BOND YES
UNITED AND GRINNELL WATERMAIN	\$527,921	BOND YES
KEY HAVEN FM TRANSMISSION	\$ 2,762,000	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
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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
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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
LANDINGS AT KEY HAVEN	\$1,500,000	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.

**PROJECTS:**

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
SPINDRIFT HOTEL	\$150,000.00	BOND NO
HISTORIC SEAPORT COMMONS	\$ 81,000.00	BOND NO
TRUMAN AMPHITHEATER	\$ 183,593	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 FITNESS 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.

**PROJECTS:**

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**

**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, SEAWALL, SHEET PILING.

**PROJECTS:**

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
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**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
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**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
FDOT E-6J96-MARATHON	\$1,010,539	BOND NO
KWIA RUNWAY	\$2,322,853	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

**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
GERALD ADAMS ELEMENTARY	\$4,392,785	BOND YES
STANLEY SWITLIK ELEMENTARY	\$4,065,854	BOND YES

<b>25. CIVIC CONSTRUCTION</b>	<b>JL WOODE, LLC</b>
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

**PROJECTS:**

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, HYDRANT RELOCATION

HARRIS SCHOOL DEMO	\$86,000.00	BOND NO
HOB PARKING LOT, SOCCER FIELD	\$343,882.00	BOND YES
HOB BUS LOOP	\$723,700	BOND YES
MARATHON MANOR DEMO	\$409,000.00	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

**29. 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

**30. DOUGLAS N. HIGGINS, KEY WEST**

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  
KEY WEST TRANSIT FACILITY

\$444,000.00  
\$ 77,487.00

BOND NO  
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  
BIG PINE KEY BIKE PATH REPAIR \$ 192,330.00

BOND NO  
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

**33. SOUTHERNMOST CABANA RESORT, LLC**

P.O. Box 420236  
Summerland Key, FL. 33042  
(850) 221 2338

**SCOPE OF WORK:** SITEWORK, SANITARY SEWER, STORM SEWER, FIRE LINES,  
WATERMAINS.

SOUTHERNMOST CABANA RESORT                      \$430,000.00                      BOND NO

**33. MARATHON OCEAN HOUSING LLC**

5604 PGA BOULEVARD

SUITE 109

PALM BEACH GARDENS, FL 33418

(561) 722-9725

**SCOPE OF WORK:** SITEWORK, SANITARY SEWER (GRAVITY & VAC SYSTEM), STORM  
SEWER, FIRE LINES, WATERMAINS, DEMOLITION, ROADWORK,  
CONCRETE WORK, ASPHALT PAVING, PAVEMENT STRIPING,  
LANDSCAPING.

TARPON HARBOR, MARATHON                      \$2,223,000.00                      BOND NO

## CONTRACT

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019,  
by and between the CITY OF KEY WEST, hereinafter called the "Owner", and \_\_\_\_\_

\_\_\_\_\_

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 19-015 DENNIS STREET STORMWATER PUMP STATION, Key West, Florida to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2019, all in full compliance with the Contract Documents referred to herein.

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

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

The Contractor agrees to complete the work within 365 days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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

\_\_\_\_\_ Day of \_\_\_\_\_, A.D., 2019.

CITY OF KEY WEST

By \_\_\_\_\_ Attest \_\_\_\_\_

Title City Manager

CONTRACTOR

By \_\_\_\_\_ Attest \_\_\_\_\_

Title \_\_\_\_\_



**FLORIDA PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices, at \_\_\_\_\_

hereinafter called the CONTRACTOR, (Principal), and \_\_\_\_\_

with offices, at \_\_\_\_\_

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

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

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

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated \_\_\_\_\_, 2019, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

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

performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

**IN WITNESS WHEREOF**, the above parties bonded together have executed this instrument this day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

SURETY

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

**FLORIDA PAYMENT BOND**

BOND NO \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices at \_\_\_\_\_

hereinafter called the CONTRACTOR, (Principal), and

\_\_\_\_\_

with offices at \_\_\_\_\_

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

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

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

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

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

**DENNIS STREET STORM WATER PUMP STATION**

attached hereto, with the CITY, dated \_\_\_\_\_, 2019, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

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

relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract 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 \_\_\_\_\_, 2019, 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