

Truman Ave

**FLORIDA BID BOND**

BOND NO. Not applicable

AMOUNT: \$ 5% of Bid Proposal Submitted - - -

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

8 1/2 Rockland Key, Key West, FL 33040

hereinafter called the PRINCIPAL, and The Hanover Insurance Company,

a corporation duly organized under the laws of the State of New Hampshire

having its principal place of business at 440 Lincoln Street, Worcester, MA 01653

in the State of Massachusetts, and

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

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

hereinafter 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 Proposal for TRUMAN AVENUE GRAVITY INJECTION WELLS, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a

guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.


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

Signed and sealed this 9th day of August, 2010.

Charley Toppino & Sons, Inc.  
PRINCIPAL

By 

The Hanover Insurance Company,  
SURETY

By   
Attorney-In-Fact & FL Resident Agent - William L. Parker

\*\*\*\*\*

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Charles C. Ball, Ileana M. Bauza, William F. Klels, Davor I. Mimica and/or William L. Parker

of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 8th day of July 2009.



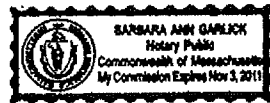
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Jeanne Anderson*  
Mary Jeanne Anderson, Vice President

*Robert K. Grennan*  
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 8th day of July 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garelck*  
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of August, 20 10

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Stephen L. Brault*  
Stephen L. Brault, Assistant Vice President

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

**PROPOSAL**

To: The City of Key West  
Address: 525 Angela Street, Key West, Florida 33040  
Project Title: TRUMAN AVENUE STORMWATER GRAVITY INJECTION WELLS  
Project No.: GN-0715  
Federal Project No: FM 422719-1

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

Name: Ronald J Armstrong  
Telephone: 305 296 5606

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

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

The Bidder further agrees, as evidenced by signing the Proposal that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with. The Bidder understands and agrees that if a Contract is awarded, the CITY may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the CITY.

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

Section 287.134(3)(a), Florida Statutes, requires: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFRs. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a),

Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds: (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency; (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and (d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.

11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States. Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (11), the Bidder has provided an explanation in the "Exceptions" portion on page 4 of 4 or by attached separate sheet.

#### EXCEPTIONS:

Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions. I declare under penalty of perjury that the foregoing is true and correct.

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 30 calendar days after the date of the Notice to Proceed and to complete the construction within 85 calendar days of Notice to Proceed.

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

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2010) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

<b>Original Contract Amount</b>	<b>Daily Charge Per Calendar Day</b>
\$50,000 and Under	\$278
Over \$50,000 but less than \$250,000	\$388
\$250,000 but less than \$500,000	\$566
\$500,000 but less than \$2,500,000	\$1,148
\$2,500,000 but less than \$5,000,000	\$1,914
\$5,000,000 but less than \$10,000,000	\$2,514

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

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

SALES AND USE TAXES

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

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices 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. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.





**BID SCHEDULE**  
**Gravity Injection Well Storm systems and piping throughout Key West**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt.</u>
-------------	-----------------	-------------	-----------------	-------------------	------------------------

**1.) Performance and Payment Bonds, Mobilization / Demobilization, General & Supplementary Conditions, MOT, Certified AutoCAD As-Builts)**

				THIRTY THOUSAND, EIGHT HUNDRED & SEVENTY THREE DOLLARS--60/100	\$ 30,873.60
a.)	1	LS	\$ 30,873.60		\$ 30,873.60

**2.) TRENCH EXCAVATION, BACKFILL AND STORM PIPE**

a.) 18” Storm pipe (0 - 6 feet Deep) (Exact depth to be determined. 100 lf 18” pipe total)

				ONE HUNDRED & NINETEEN DOLLARS--24/100	\$ 11,924.00
	<u>100</u>	LF	\$ 119.24		\$ 11,924.00

b.) 18” Storm pipe (6 - 10 feet Deep) (Exact depth to be determined. 100 lf 18” pipe total)

				NINETY FOUR DOLLARS--48/100	\$ 9,448.00
	<u>100</u>	LF	\$ 94.48		\$ 9,448.00

c.) Florida Trench Safety Act Compliance

				TWO DOLLARS--00/100	\$ 200.00
	<u>100</u>	LF	\$ 2.00		\$ 200.00

d.) Trench Safety Special Shoring Requirements  
 (System to be identified by Bidder):

				FIFTY DOLLARS--00/100	\$ 50.00
	<u>1</u>	LS	\$ 50.00		\$ 50.00

System to be used: TRENCH BOX

e.) Sidewalk Removal (Any Thickness)

				ONE DOLLAR--25/100	\$ 201.25
	<u>161</u>	SF	\$ 1.25		\$ 201.25

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt.</u>
-------------	-----------------	-------------	-----------------	-------------------	------------------------

**3.) PAVEMENT** (2” milling & 2” asphalt)

a.) Pavement Restoration (2”

280 SY \$ 63.25 SIXTY THREE DOLLARS--25/100 \$ 17,710.00

b.) Asphalt Concrete Pavement Replacement over Trenches

     LF \$                       \$           

**4.) CONCRETE**

a.) Sidewalk Restoration (4” depth)

161 SY \$ 56.25 FIFTY SIX DOLLARS--25/100 \$ 9,056.25

b.) Thickened Edge

260 LF \$ 7.50 SEVEN DOLLARS--50/100 \$ 1,950.00

**5.) CATCH BASIN AND INLETS**

a.) Type J Box with Type 9 Grate (5-10 feet deep)

3 EA \$ 5,597.21 FIVE THOUSAND, FIVE HUNDRED NINETY 16,791.62  
~~SEVEN DOLLARS--21/100~~

b.) Type J Box with Type 9 Grate

1 EA \$ 4,658.60 FOUR THOUSAND, SIX HUNDRED FIFTY  
8,317.20 EIGHT DOLLARS--60/100 \$ 4,658.60

**Item    Quantity    Unit        UP (Fig)        UP (Words)        Ext. Total Amt.**

**6.) ADJUSTMENTS AND CONNECTIONS**

a.) Waterline Relocation (4 to 8 Inches)

1 EA \$ 11,322.16 ELEVEN THOUSAND, THREE HUNDRED  
22,644.32 TWENTY TWO DOLLARS--16/100 \$ 11,322.16

**7.) NUTRIENT SEPARATING TRIPLE CHAMBER BAFFLE BOX WITH INJECTION WELL**

Install Gravity Injection Well with Nutrient Separating Triple Chamber Baffle Box ( NSBB-6-12, Suntree Technologies, Inc. , Cocoa Florida), with 60 feet minimum 24” PVC Schedule 80 casing. and 30 foot open hole.

a.) 8 to 10 Feet Deep (exact depth to be determined. 1 box and well total)

SEVENTY THOUSAND, THREE HUNDRED

		70,378.84	SEVENTY EIGHT DOLLARS--84/100	70,378.84
<u>1</u>	EA	\$		\$

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt.</u>
-------------	-----------------	-------------	-----------------	-------------------	------------------------

a.) > 10 Feet Deep

		EA	\$		\$	
--	--	----	----	--	----	--

**8.) AGGREGATE BASE**

a. Crushed Lime rock

		11	TON	\$	125.27	ONE HUNDRED TWENTY FIVE DOLLARS--27/100	1,378.00
<u>11</u>	TON	\$					\$

**9.) PIPE ZONE GEOTEXTILE FABRIC**

		400	SY	\$	3.00	THREE DOLLARS--00/100	1,200.00
<u>400</u>	SY	\$					\$

**10.) FOUNDATION STABILIZATION**

		23	CY	\$	50.00	FIFTY DOLLARS--00/100	1,150.00
<u>23</u>	CY	\$					\$

**11.) ENDICOTT BRICK PAVERS WITH ADAAG DETECTABLE WARNING SYSTEM**

		40	SF	\$	31.25	THIRTY ONE DOLLARS--25/100	1,250.00
<u>40</u>	SF	\$					\$

**12.) PRE-DIG FOR UTILITY LOCATION ( verify all utility elevations)**

		1	EA	\$	4,375.00	FOUR THOUSAND, THREE HUNDRED SEVENTY FIVE DOLLARS--00/100	4,375.00
<u>1</u>	EA	\$					\$

**13.) HYDROSTATIC TESTING OF STORMWATER PIPES AND STRUCTURES.**

		1	EA	\$	1,250.00	ONE THOUSAND, TWO HUNDRED FIFTY DOLLARS--00/100	1,250.00
<u>1</u>	EA	\$					\$

	Base	\$	195,167.32
ALL EXTENDED UNIT PRICE ITEMS LISTED ABOVE	<b>Allowances</b>	\$	30,000

**TOTAL BID SCHEDULE ITEM 1 to 13 (plus allowance) \$** \_\_\_\_\_

\_\_\_\_\_ \$225,167.32 \_\_\_\_\_

**NOTE: THIS TOTAL WILL BE USED AS PART OF THE BASIS FOR EVALUATING LOW BIDDER AND AWARD PROCESS.**



SUBCONTRACTORS

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

Portion of Work Asphalt

Name Bee Bros  
6362 Pines Blvd, Pembroke Pines FL 33024  
Street City State Zip

Portion of Work \_\_\_\_\_

Name \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

Portion of Work \_\_\_\_\_

Name \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

Portion of Work \_\_\_\_\_

Name \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip



The Hanover Ins <sup>SURETY</sup> Company Whose address is:  
440 Lincoln St, Worcester, MA, 01653  
Street City State Zip

**BIDDER**

The name of the Bidder submitting this Proposal is

**CHARLEY TOPPINO & SONS, INC.**

doing business at

P.O. Box 787, Key West, FL, 33041  
Street City State Zip

Phone Number 305 2965606 Resident Agent Phone Number \_\_\_\_\_

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

The names of the principal officers of the corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Frank P. Toppino Paul E. Toppino

Edward Toppino Sr

FEID No: 59 2426906 Telephone No: 305 2965606

Email Address TOPPKW@AOL.com

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this 14 day of Sept 2010.

Frank P. Toppino

Signature of Bidder

President

Title



**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 14 day of Sept 2010.

(SEAL)

**CHARLEY TOPPINO & SONS, INC.**

\_\_\_\_\_  
Name of Corporation

By Frank P. Toppino

Title President

Attest Deil B. Dyrso Crestberg  
Secretary

EXPERIENCE OF BIDDER

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

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

See Attached

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

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 4 years ago.

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

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

**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
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

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

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

**PROJECTS:**

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

3.) **FLORIDA DEPT OF TRANSPORTATION**  
605 Suwannee Street  
Tallahassee, FL 32399-0450  
(850) 414-4000

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

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3	\$633,000	BOND	YES
POINCIANA ELEMENTARY SCHOOL:	\$2,240,000	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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**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

**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

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

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

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

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

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

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.

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



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

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

OHIO BAHIA HONDA BRIDGE REPAIR: \$837,700.00 BOND YES

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

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

HOLIDAY INN EXPRESS: \$8,890,227 BOND YES

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

**SCOPE OF WORK:** SITEWORK, FILL REMOVAL AND PROCESSING AT THE BOCA CHICA NAVAL AIR STATION AIRFIELD.

BOCA CHICA AIRFIELD VEGETATION \$1,057,126.00 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



I

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                )

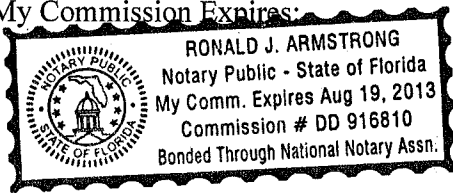
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Frank P. Jaramis

Sworn and subscribed before me this 14 day of Sept, 2010

*Ronald J. Armstrong*  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\*\*\*\*\*

I

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for STORMWATER GRAVITY RECHARGE WELLS, CITY OF KEY WEST, FLORIDA

CHARLEY TOPPINO & SONS, INC.

2. This sworn statement is submitted by \_\_\_\_\_  
(name of entity submitting sworn statement)

whose business address is P.O. 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, 0conspiracy, 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, non-jury trial, or entry of a plea of guilty or nolo-contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

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

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

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 R. Johnson  
(signature) 9/14/10  
(date)

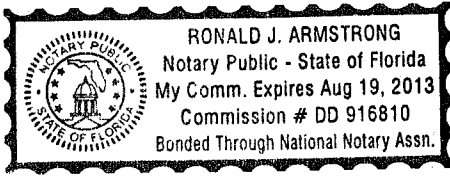
STATE OF FL  
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 14 day of Sept, 2010.

My commission expires:



Ronald J. Armstrong  
NOTARY PUBLIC





**CITY OF KEY WEST INDEMNIFICATION FORM**

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

**CHARLEY TOPPINO & SONS, INC.**

CONTRACTOR:

SEAL:

P.O. Box 787 Key West, FL 33041  
Address

Frank P. Toppino  
Signature

Frank P. Toppino  
Print Name

President  
Title

DATE:

9/14/10



**Prohibited Interests Form and Notice**

I Frank P. Toppino President certify that neither CHARLEY TOPPINO & SONS, INC.  
(Printed Name) (Title) (Company Name)

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, The City of Key West, with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

Frank P. Toppino  
Signature



**BIDDER'S CHECKLIST**

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

- 1. All Contract Documents thoroughly read and understood. [ ✓ ]
- 2. All blank spaces in Proposal filled in, using black ink. [ ✓ ]
- 3. Total and unit prices added correctly. [ ✓ ]
- 4. Addenda acknowledged. [ ✓ ]
- 5. Subcontractors are named as indicated in the Proposal. [ ✓ ]
- 6. Experience record included. [ ✓ ]
- 7. Proposal signed by authorized officer. [ ✓ ]
- 8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [ ✓ ]
- 9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [ ✓ ]
- 10. Bidder shall demonstrate possession of required licenses and certificates to bid the job. [ ✓ ]
- 11. Proposal submitted intact with the volume entitled "proposal" and Contract Forms, 4 copies and 12 CD-Roms. [ ✓ ]
- 12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [ ✓ ]
- 13. Bidder submitted FDOT pre-certification paperwork [ ✓ ]
- 14. Bidder signed and submitted the suspension and debarment certification [ ✓ ]
- 15. Bidder signed and submitted non-collusion declaration and compliance with 49CFR29 form. [ ✓ ]
- 16. Bidder signed and submitted the Prohibited Interests Form [ ✓ ]





## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

May 20, 2009

CHARLEY TOPPING & SONS, INC.  
PO BOX 787  
KEY WEST, FLORIDA 33041

### RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2010. However, the new application is due 4/30/2010.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING: \$336,950,000.00

#### FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING

#### FDOT APPROVED SPECIALITY CLASSES OF WORK:

UNDERGROUND UTILITIES, SIDEWALKS CONCRETE CURB.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager  
Contracts Administration Office

JM:cj



**Invitation to Bid # 10-021  
STORMWATER GRAVITY WELLS – Truman Ave.  
PROJECT NO. GN-0715  
FDOT FEDERAL FUNDS LAP AGREEMENT # 422716-1**

**ADDENDUM # 1**

September 8, 2010

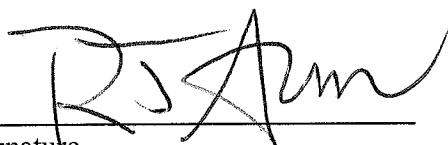
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. This addendum will modify the contract deadlines for project permitting and construction completion, revision to the number of submittals required of bidders, and a clarification of the Davis-Bacon Wage Table for the project. It also includes minutes, agenda, and the sign-in sheet from the Mandatory Pre-bid meeting held on September 2, 2010.

The referenced bid package is hereby addended in accordance with the following items:

**Please be advised of the following changes to the contract documents:**

1. The Contractor will be allowed 90 days to secure all permitting needed for the completion of this project. Construction should be fully complete 85 calendar days after all permits have been received.
2. Please submit two originals of the bid package and three CD-ROMs or USB drives with a single PDF file of the entire bid package on each CD-ROM or USB drive. Bid package is to be enclosed in a sealed envelope with "Bid for Construction of Stormwater Gravity Wells- Truman Ave." addressed and delivered to the City Clerk's office.
3. Highway is the correct Davis-Bacon Wage Table for this project.

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

  
\_\_\_\_\_  
Signature

**CHARLEY TOPPINO & SONS, INC.**

\_\_\_\_\_  
Name of Business or Corporation





Bermello Ajamil & Partners, Inc.

Architecture  
Engineering  
Planning  
Interior Design  
Landscape Architecture

**MEMO**

**Date:** September 1, 2010

**Project:** Key West CEI  
Truman Ave  
B&A Project # 10035.000

**Subject:** Mandatory Pre-Bid Meeting

**From:** Jack Young

**Attendees:** (See attached Sign-In Sheet)

The purpose of the meeting was to introduce the potential bidders to the project staff that will be administering the construction contract, elaborate on the Federal Regulations involved in the project, review the FDOT grant that funds the project, and provide an oversight into the Federal/FDOT reporting requirements to assure that the cost of furnishing data and/or completing the required forms is included in the proposal final pricing.

The grant obligations contain, but are not limited to, DBE, FDOT, EEO, and Davis-Bacon requirements. The "Heavy" classification for the Davis-Bacon requirements will **NOT** apply to this project and will be deleted by Addendum.

All cost for testing of materials (Concrete, Asphalt, etc.), density and compaction test, and any testing called for in the specifications will be paid for by the contractor and are included in the total proposal price.

All questions should be submitted to Jay Gewin, Utilities Manager, at Key West City Hall by close of business, September 7, 2010. Jay's e-mail is [jgewin@keywestcity.com](mailto:jgewin@keywestcity.com).

An addendum will be issued containing all questions and answers and posted on the City's web site and on "Demandstar" web site.



Bernello Ajemli & Partners, Inc.

Truman Avenue Pre-Bid Meeting 9/1/2010

Attendance:

	Name	Company	Phone Number	E-Mail
1	Charles Delisi	Jaffer Well Drilling	305-576-7363	CDELISI@JAFFERWELLS.COM
2	Kyle Brown Sr	Gen enterprises	767-509-4142	Kyle Sr @ GenDDC.com
3	Paul Waters	Douglas N Higgins Inc	305-797-1019	dhiggins@keywest@aol.com
4	Danny Gonzalez	Metro Equipment Service Inc	786-665-2811	Danny Metro@hotmail.com
5	Jack Young	Bernello, Ajemli & Partners	305 484 3038	jyoung@bernelloajemli.com
6	EO Toppino	CHARLES TAPINO & SONS	305 2968646	
7	Paul Toppino	" "	" "	Paul@toppinoconstruction.com
8	James Tillis	Lanzo Construction	954 520 1965	JamesT@Lanzo.org
9	ISAIAS ALVAREZ	RAM-TECH CONSTRUCTION	305 259 7853	IALVAREZ@RAMTECHCONSTRUCTION.COM
10	Jay Gevin	City of Key West	305-809-3902	JGGEVIN@KEYWESTCITY.COM
11	Candyn Sheldon	City of Key West	305-809-5741	CSheldon@keywestcity.com
12				
13				
14				
15				
16				
17				
18				
19				
20				

# MANDATORY PRE-BID MEETING AGENDA

## CITY OF KEY WEST

Construction of Stormwater Gravity Wells at 20<sup>th</sup> St./Duck Ave. , 17<sup>th</sup> St./17<sup>th</sup> Terr,  
and Elizabeth St. /Olivia St. (Truman Ave.)  
Wednesday, September 1, 2010 at 2:00 PM

1. Introductions (sign-in)
  
2. Project Summary
  - a. The project consists of construction of stormwater gravity wells or drainage systems and associated sidewalk improvements at three locations (three separate bids)
    - i. 20<sup>th</sup> St./Duck Ave.
    - ii. Elizabeth St./Olivia St. (Truman Ave.)
    - iii. 17<sup>th</sup> St./17<sup>th</sup> Terr.

See section invitation to bid for additional details

### 3. Contract Time and Estimated Schedule

Substantial completion- 85 calendar days after notice to proceed  
Final Completion-within 115 calendar days after permits obtained  
Project to be completed and final invoices submitted to City by \_\_\_\_\_.

Please note holidays/no work days listed in the contract.

Estimated NTP: October, 2010

Bids due: September 15, 2010 at 3:00 PM (20<sup>th</sup> St./Duck Ave.), 3:30 PM (17<sup>th</sup> St./17<sup>th</sup> Terr), 4:00 PM (Elizabeth St./Olivia St. (Truman Ave.))

Bidder's questions must be submitted by close of business September 7, 2010

We will be changing the number of submissions required via an addendum.

### 4. Liquidated Damages

Are based on the value of the contract. Please refer to bid documents. The City will assess liquidated damages if it determines the contractor had sufficient time but did not finish the contract.

5. Allowance

A contingency allowance of \$30,000 for each project is included in the proposal for unforeseen conditions and conflicts. Payment of the contingency allowance shall be based on actual costs and authorized by change order by the City before any work may proceed.

6. Subcontracting

All subcontractors to be identified in proposal. Subcontractors will be required to follow FDOT grant criteria.

7. Permits

All permits shall be the responsibility of the contractor (if required). FDEP Well Permits, SFWMD, and FCAA Water Main Relocate (if needed). Key West occupational license is required for selected firm.

8. Staging Area/MOT

Contractor shall utilize areas adjacent to; any closures will need to be coordinated with City. MOT Plans need to be submitted to Diane Nicklaus with the City of Key West at least 48 hours prior to a street closure. Diane can be reached at 305-809-3951.

Contractor is solely responsible for safety of public and environment and with security of materials on site.

9. Working Hours

City of Key West has a noise ordinance that allows working hours between 8:00 AM to 7:00 PM, Monday through Friday and 9:00 AM to 5:00 PM Saturday. Any construction operations outside of these hours will require a variance from the City of Key West Commission.

10. Job Site Security

It is the Contractor's responsibility to secure the job site at the end of each day.

11. Existing Utilities

