

RESOLUTION NO. 08-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID OF TOPPINO'S INC., FOR RIGHT OF WAY MAINTENANCE IN THE AMOUNT OF \$317,466.76 PER YEAR; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:


Section 1: That the bid of Charley Toppino & Sons, Inc. for a three-year maintenance contract in the amount of \$317,466.76 per year is hereby awarded.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.


Passed and adopted by the City Commission at a meeting held this 5th day of February, 2008.

Authenticated by the presiding officer and Clerk of the Commission on February 6, 2008.

Filed with the Clerk February 6, 2008.

  
MORGAN McEHERSON, MAYOR

ATTEST:


  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

To: Jim Scholl, City Manager  
From: R.B. Havens, Public Works Manager   
CC: Shawn Smith, City Attorney  
Date: January 23, 2008  
Reference: Right of Way Maintenance Service Contract Award

**ACTION STATEMENT:** Approval of a Resolution awarding a three-year Right of Way Maintenance Service contract to Charley Toppino & Sons Inc. not to exceed \$317,466.76 per year contingent on available funding each fiscal year.

**STRATEGIC PLAN:**

Regular right of way maintenance is critical to the long-term care and maintenance of the City storm water system and is required by the EPA to maintain the City's National Pollution Discharge Elimination System (NPDES) permit.

**CITIZEN BENEFIT:**

Routine right of way maintenance improves the overall appearance of the City and creates a cleaner environment.

**BACKGROUND:**

The right of way crews are responsible for the proper light pruning, trimming, weeding, mowing, litter removal and sweeping of City right of ways, sidewalks, curbs and gutters.

The City has maintained a combination of contract and City Public Works staff right of way maintenance crews since 2000. This arrangement works well and helps assure that City right of ways are being maintained daily irrespective of available manpower in Public Works. Often, the Public Works department is required to suspend right of way maintenance to support other operations such as special events. The contract right of way staff also works with the Public Works staff, clearing storm drains when rain events prevent regular street and sidewalk maintenance.

As the demands for Public Works services and cleaner sidewalks increases each year, staff requested a price proposal for a two person crew to perform high pressure washing and gum removal services in the right of way RFP. This would allow for both a contracted and Public Works crew to clean sidewalks at the same time doubling the amount of sidewalk



## THE CITY OF KEY WEST

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that could be cleaned each day. This cost for this service is not budgeted for FY08 and would go into effect October 1, 2008 for FY09 contingent on available funding.

RFP#14-007 Right of Way Maintenance Service Provider opened January 2, 2008 at 3:00pm with four companies responding. Staff has carefully reviewed the proposals submitted. Please see attached spreadsheet for detailed information about the proposals.

### **OPTIONS / ADVANTAGES / DISADVANTAGES:**

- Do not award a right of way maintenance contract.

This option is not recommended. The state mandated reduction in property taxes this FY required Public Works to eliminate three maintenance positions this year. Further staff reductions may be necessary next year to balance the Public Works budget. The right of way maintenance contract is funded from the Gas Tax fund for road maintenance. Having a contracted right of way crew allows the City to continue to have uninterrupted right of way maintenance that is not tied to available moneys budgeted to the general fund.

- Hire additional Public Works staff to perform the right of way maintenance instead of contracting a right of way crew.

This option is not recommended. As mentioned above, the Public Works department has had to reduce staff to meet budgeting requirements this FY. Unless moneys are moved from another fund, or property taxes are increased next FY, funds will not be available for additional full time staff. The right of way contract stipulates that any work under the contract is contingent on available funding. Also, having a contracted right of way crew assures that right of way maintenance is continuing five days a week regardless of other needs in the Public Works department.

- Award a three-year contract right of way maintenance contract with Charley Toppino & Sons Inc.

Staff recommends this option. Charley Toppino & Sons Inc. proposed the lowest price for the work. They also were the only company to provide all the required documentation in their proposal. This company has been performing well maintaining the City right of way since 2000. This option will insure that right of way maintenance will continue to be performed five days a week. This option would replace the need to hire six new full time employees to perform the same work. The contract will allow the City to terminate the contract, without cause, with thirty days notice to the contractor.

MEMORANDUM



THE CITY OF KEY WEST

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MEMORANDUM

**FINANCIAL IMPACT:**

The cost for the four-person right of way crew is proposed not to exceed \$239,999.76 per year. This project was budgeted in 102-4102-46 Gas Tax Fund for FY08 and funds are available.

The cost for the two-person pressure washer crew is proposed not to exceed \$77,467.00 per year and was not budgeted for FY08. This portion of the contact would go into effect October 1, 2008 contingent on available funding.

The contract allows the City to terminate the contract, without cause, with thirty days written notice to the contractor. The multi-year contract would only be continued contingent on available funding.

**RECOMMENDATION:**

Staff recommends approval of the Resolution.

## Proposals for RFP #04-007 Right of Way Maintenance Services

1	Listing of Proposers Based on Price Proposals		
2	Charley Toppino & Sons	\$317,466.76	
3	Key West Landscaping	\$349,440.00	
4	Neighborhood Maintenance	\$374,400.00	
	E & E Concrete	\$642,249.40	
	Listing of Proposers Based on Experience/Resources		
	Charley Toppino & Sons		19
	Key West Landscaping		45
	E & E Concrete		54
	Neighborhood Maintenance		60

## RFP #04-007 Right of Way Maintenance Services Proposal Matrix

Opened Wednesday January 2, 2008 3:00pm

### Response Check List

	Key West Landscaping	Charley Toppino & Sons	E & E Concrete	Neighborhood Maintenance
<b>Mandatory Submittals</b>	Yes	Yes	Yes	Yes
Cost of Services Proposal (Attachment A)	Yes	Yes	Yes	Yes
Cost of Services Proposal (Attachment B)	Yes	Yes	Yes	Yes
Anti-Kickback Affidavit (Attachment C)	Yes	Yes	Yes	Yes
Public Entity Crimes Certification (Attachment D)	Yes	Yes	Yes	No
Statement of Proposers Understanding of Work	Yes	Yes	Yes	Yes
Description of Relevant Experience Last Five Years	Yes	Yes	Yes	No
Names, Qualifications, Experience of Project Manager	Yes	Yes	Yes	Yes
Detailed Description of Equipment of and Machinery	Yes	Yes	Yes	No
Detailed Description of ROE Crew Performance Standards	Yes	Yes	Yes	Yes
Detailed Safety Plan	Yes	Yes	Yes	Yes
List of References from Similar Projects Last Five Years	No	Yes	Yes	Yes
Statement of Local Availability	Yes	Yes	No	No
No Conflict Statement	Yes	Yes	Yes	Yes
Proof of Min \$1,000,000 General Liability	Yes	Yes	Yes	No
List of Project Related Claims Last Five Years	No	Yes	No	No
	Yes	Yes	Yes	Yes

	Key West Landscaping	Charley Toppino & Sons	E & E Concrete	Neighborhood Maintenance
<b>Qualifications/Experience</b>				
Proposer's past performance and experience providing proposed services, including demonstrating relevant experience	1-4	1	4	2
Qualifications and experience of Project Manager	1-4	1	3	4
Qualifications and experience of Key Personnel assigned to the Project	1-4	1	3	4
Qualifications, experience, and past performance of Proposer	1-4	1	4	2
Familiarity with local conditions	1-4	1	3	4
Description of past (within last 5 years) and on-going litigation involving Proposer and Subcontractors	1or5	1	1	5
<b>Sub Total for Qualifications/Experience</b>	13	6	18	21

	Key West Landscaping	Charley Toppino & Sons	E & E Concrete	Neighborhood Maintenance
<b>Project Management Plan</b>				
Documentation of understanding of Scope of Work and requirements	1-4 3	1	2	4
Proposer's Performance Standards Proposal	1-4 1	2	3	4
Proposer's Equipment Resources	1-4 3	1	2	4
Proposer's resources, capacity to perform	1-4 3	1	2	4
Quality and sufficiency of staffing plan and organizational structure	1-4 2	1	3	4
Safety Plan	1-4 4	1	2	3
<b>Sub Total for Project Management Plan</b>	16	7	14	23

	Key West Landscaping	Charley Toppino & Sons	E & E Concrete	Neighborhood Maintenance
<b>Past Performance (Based on Reference Verification)</b>				
Past Performance of Proposer	1-4 3	1	4	2
Past Performance of Proposed Project Manager	1-4 2	1	3	4
Overall satisfaction of Customers	1-4 3	1	4	2
<b>Sub Total for Past Performance</b>	8	3	11	8

	Key West Landscaping	Charley Toppino & Sons	E & E Concrete	Neighborhood Maintenance
<b>Total Score</b>	<b>45</b>	<b>19</b>	<b>54</b>	<b>60</b>

## Price Proposal Matrix

	Key West Landscaping	Charley Toppino & Sons	E & E Concrete	Neighborhood Maintenance
<b>Right of Way Maintenance</b>				
Four Man Crew per day	\$896.00	\$923.08	\$1,646.79	\$960.00
Four Man Crew per five day work week	\$4,480.00	\$4,615.38	\$8,233.95	\$4,800.00
Four Man Crew per day on Weekends/Holidays	\$1,024.00	\$1,084.25	\$2,470.19	\$1,536.00
<b>Right of Way Pressure Washing</b>				
Two Man Crew per day	\$448.00	\$297.95	\$823.40	\$480.00
Two Man Crew per five day work week	\$2,240.00	\$1,489.75	\$4,117.00	\$2,400.00
Two Man Crew per day on Weekends/Holidays	\$512.00	\$297.95	\$1,235.10	\$720.00
<b>Sub Total Four Man ROW Crew Plus Two Man Pressure Washing Crew Per Week</b>	<b>\$6,720.00</b>	<b>\$6,105.13</b>	<b>\$12,350.95</b>	<b>\$7,200.00</b>
<b>Four Man Crew per five day work week x 52 weeks</b>	<b>\$232,960.00</b>	<b>\$239,999.76</b>	<b>\$428,165.40</b>	<b>\$249,600.00</b>
<b>Two Man Crew per five day work week x 52 weeks</b>	<b>\$116,480.00</b>	<b>\$77,467.00</b>	<b>\$214,084.00</b>	<b>\$124,800.00</b>
<b>Compined Cost for Four Man Crew per week and Two Man Pressure Washing Crew per week for one years service</b>	<b>\$349,440.00</b>	<b>\$317,466.76</b>	<b>\$642,249.40</b>	<b>\$374,400.00</b>



CITY OF KEY WEST

AGREEMENT TO FURNISH  
RIGHT OF WAY MAINTENANCE SERVICES  
TO THE  
CITY OF KEY WEST

JANUARY 2008

Contractor:

Charley Toppino & Sons Inc.  
P.O. Box 787  
Key West, Florida 33041

# Agreement to Furnish Right of Way Maintenance Services to the City of Key West

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This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 525 Angela Street, Key West, Florida 33040, hereafter referred to as the "CITY" and Charley Toppino & Sons Inc, whose address is P.O. Box 787, Key West, Florida 33041 hereafter referred to as the "Contractor". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

## Article 1. Scope of Services

Provide right-of-way maintenance services. The proposed services should include but are not limited to; Light Pruning, Trimming, High Pressure Washing and Gum Removal, Weeding, Mowing, Litter Removal and Sweeping of City Sidewalks, Curbs and Gutters and other right of way maintenance services which the CONTRACTOR is qualified to provide and which the CITY authorizes the CONTRACTOR to undertake in connection with present and planned activities identified below. The specific services, which the CONTRACTOR agrees to furnish, are set forth as follows:

- 1.1 Provide not less than four (4) full time employees and all equipment necessary to perform right of way maintenance on City streets, alleys, right-of-ways, curbs and sidewalks as directed including; Light Pruning, Trimming, Weeding, Mowing, Litter Removal and Sweeping of City Sidewalks, Curbs and Gutters leaving all areas serviced in a well groomed neat and clean appearance;
- 1.2 Provide not less than two (2) full time employees and all equipment necessary to perform high pressure washing cleaning services and gum removal for City streets, sidewalks and street furniture. Crew must wash one (1) City block, both sides, daily leaving sidewalks, curbs and street furniture in a well groomed neat and clean appearance. Sidewalks and gutters are to be free of stains and gum;
- 1.3 Provide the proper equipment and machinery to complete each task in a safe and efficient manor maximizing the available person-hours;
- 1.4 Provide the City with a report of the daily total of linier feet of right of way that was properly maintained. Digital photos showing a sample of the work completed shall be included in the report. This report will be submitted with the Contractor's request for payment;
- 1.5 On days that rain prevents regular right of way maintenance, the Contractor will assist the City Public Works Department clearing storm drains in low lying areas to help prevent flooding. The Contractor will be compensated at the same rate as right of way maintenance and will be required to report the number of drains cleared each day with the Contractor's request for payment;

Contractor shall provide the above-mentioned Scope of Services as tasked by the CITY for the work specifically identified in RFP No. 14-007 (Attachment F) and any other tasks as assigned under this scope.

## **Article 2. Compensation**

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONTRACTOR fees as per the following;

- 2.1 Lump sum payment, which includes compensation for all the CONTRACTOR'S salaries, general overhead costs, direct expenses, and profit.
  - A. The contractor will be compensated for work completed by a fully staffed right of way crew as per Attachment "A". The Contractor will submit proof of payroll for a complete crew with the request for payment. If for any reason the entire four (4) person crew is not present during the work week, a person out sick etc, the pay request should reflect the missing crew member and deduct the cost of each missing worker at 25% of the compensation for that day, and contract daily production requirements shall be adjusted accordingly.
  - B. The contractor will be compensated for work completed by a fully staffed pressure washer crew as per Attachment "B". The Contractor will submit proof of payroll for a complete crew with the request for payment. If for any reason the an entire two (2) person crew is not present during the work week, person out sick etc, the pay request should reflect the missing crew member and deduct the cost of each missing worker at 50% of the compensation for that day, and contract daily production requirements shall be adjusted accordingly.
- 2.2 Annual Compensation Increase
  - A. The contract compensation shall increase each year. This increase will go into effect on the anniversary of the contract execution based on the CPIU National as posted by the US Department of Labor for All Cities, All items for the most recent prior twelve-month period that data is available.
- 2.3 Work Contingent on Funding of Contract
  - A. Compensation for work performed under this AGREEMENT is contingent on available funds being budgeted each fiscal year by the CITY. If the CITY fails to budget funds to cover the cost of work performed under this AGREEMENT, the CITY shall notify the CONTRACTOR immediately in writing providing the CONTRACTOR not less than thirty (30) days notice prior to the end of the fiscal year end that funds will not be available to compensate the CONTRACTOR for any work the next fiscal.
  - B. Funding for compensation for work to be performed under this AGREEMENT for the four (4) person right of way crew has been approved and is available for fiscal year 2008 ending September 30, 2008. Funding for compensation for work to be performed under this AGREEMENT for the two (2) person pressure washer crew has not been approved for the fiscal year 2008 ending September 30, 2008. Funding for compensation for work to be performed under this AGREEMENT for the two (2) person pressure washer crew is anticipated to be available for the fiscal year 2009 starting October 1, 2008.

### **Article 3. Invoicing and Payment**

Monthly invoices will be issued by CONTRACTOR for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

### **Article 4. Obligations of the Contractor**

#### 4.1. General

- A. The CONTRACTOR will serve as CITY'S professional right of way maintenance service provider under this AGREEMENT, providing professional right of way maintenance and furnishing customary services incidental thereto. The CONTRACTOR shall perform the work described in this AGREEMENT as directed by the City Director of Public Works or their designee.

#### 4.2. Standard of Care

- A. The standard of care applicable to the CONTRACTOR's services will be the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time said services are performed. The CONTRACTOR will perform any services not meeting this standard without additional compensation.

#### 4.4. Contractor's Personnel at the Work Site

- A. The presence or duties of the CONTRACTOR's personnel at a work site, where a contractor is other than Charley Toppino & Sons Inc, whether as onsite representatives or otherwise, do not make the CONTRACTOR or its personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The CONTRACTOR and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity(s) or any other persons at the site except CONTRACTOR's own personnel.
- B. The CONTRACTOR's crews shall always perform their duties in a professional manner and appearance.

#### 4.5 Safety

- B. The CONTRACTOR'S crews shall always perform their duties in a safe manner taking special care to be aware of their surroundings and any potential safety hazards that could cause harm to persons or personal property resulting from the CONTRACTOR's work.

- B. The CONTRACTOR shall maintain a safety training program that meets all Federal, State and Local Laws and Ordinances and as is described in Attachment "F".

#### 4.6 Damages

- B. The CONTRACTOR shall report any damages to City property or private property caused during the course of work to the City Public Works Director immediately. The CONTRACTOR shall be responsible for any damages to City property or private property caused by the CONTRACTOR, the CONTRACTOR's employees or its' agents during the performance of work under this AGREEMENT.

#### 4.7 Disposal of Debris

- A. The CONTRACTOR will establish an account at the City Transfer Station for debris disposal. All waste and debris removed during ROW maintenance activities for the City will be disposed of under this account at no charge to the CONTRACTOR.

#### 4.8 Care of Equipment

- A. The CONTRACTOR shall acquire and maintain, in good working order and appearance, all the necessary machinery and equipment to perform under this AGREEMENT in a safe and efficient manor.

#### 4.9 Contractor's Insurance

- A. The CONTRACTOR will maintain throughout this AGREEMENT the following insurance:
  1. Worker's compensation and employer's liability insurance as required by the State of Florida, where the work is performed.
  2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
  3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the CONTRACTOR or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
  4. CITY will be named as an additional insured with respect to CONTRACTOR's liabilities hereunder in insurance coverage's identified in items 2 and 3, and CONTRACTOR waives subrogation against CITY as to said policies.

- 4.10 Subcontractors
  - A. The CONTRACTOR may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.
- 4.11 Permits, Licenses and Fees
  - A. The CONTRACTOR is responsible for and shall maintain all permits licenses and fees necessary to legally perform the work described in this AGREEMENT.

## **Article 5. Obligations of the City**

- 5.1. Authorization to Proceed
  - A. Authorization to proceed will be considered to be given upon written "Notice to Proceed" by the CITY to the CONTRACTOR and as directed by the CITY Public Works Director.
- 5.2 Access to Facilities and Property
  - A. The CITY will make its facilities accessible to CONTRACTOR as required for CONTRACTOR's performance of its services. CITY will perform, at no cost to CONTRACTOR, such tests of equipment, machinery, pipelines, and other components of the CITY'S facilities as may be required in connection with CONTRACTOR's services, unless otherwise agreed to. The CITY will be responsible for all acts of CITY'S personnel.
- 5.3 Prompt Notice
  - A. The CITY will give prompt written notice to CONTRACTOR whenever CITY observes or becomes aware of any development that affects the scope or timing of CONTRACTOR's services, or any defect in the work of the CONTRACTOR.
- 5.4 Contractor Indemnification and Claims
  - A. CITY agrees use its best efforts to include the following in all construction contracts with contractors not affiliated with CONTRACTOR:
    - 1. The provisions of Article 4.4, Contractor's Personnel at Construction Site
    - 2. Provisions proving contractor indemnification of CITY and CONTRACTOR as additional insureds on the contractor's general liability insurance policy
- 5.5 Litigation Assistance
  - A. The Scope of Services does not include costs of CONTRACTOR for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such services required or requested of CONTRACTOR by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed in a separate agreement, and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that CONTRACTOR's sole negligence caused CITY's damage.

## Article 6. General Legal Provisions

### 6.1 Agreement Period

- A. The duration of the AGREEMENT shall be three (3) years commencing from the date this AGREEMENT was entered into, with an additional two-year option to extend on behalf of the CITY, which must be approved by Resolution of the City Commission.

### 6.2. Reuse of Project Documents

- A. Reports, drawings, specifications, documents and other deliverables of the CONTRACTOR, whether in hard copy or in electronic form, are instruments of service for the project of the City. All specifications and plans shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONTRACTOR will be at the CITY's sole risk. The CITY agrees to indemnify and defend the CONTRACTOR and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change, or alteration.

### 6.3 Force Majeure

- A. The CONTRACTOR is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONTRACTOR.
- B. In the event of a delay that results in additional costs to the CONTRACTOR, an appropriate increase in compensation and schedule will be authorized in writing.

### 6.4 Termination

- A. This agreement may be terminated at any time, with or without cause, by the CITY upon sixty (60) days written notice to the CONTRACTOR. No further work will be performed by CONTRACTOR upon receipt of this notice unless specifically authorized by the Director of Utilities of the City of Key West. This agreement may also be terminated at any time, with or without cause, by the CONTRACTOR upon ninety (90) days written notice to the CITY.
- B. On termination, the CONTRACTOR will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

### 6.5 Suspension, Delay, or Interruption Of Work

- A. The CITY may suspend, delay, or interrupt the services of the CONTRACTOR for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONTRACTOR for work performed to date. An equitable adjustment

in the work schedule and CONTRACTOR's compensation will be made as agreed to by both parties.

- B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

#### 6.6 Third Party Beneficiaries

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries. CONTRACTOR's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the work.
- B. All work products will be prepared for the exclusive use of CITY for specific application to the property described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONTRACTOR. Any unauthorized assignment of related work product shall be void and unenforceable.

#### 6.7 Indemnification

- A. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, 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, its employees or agents, in the performance of this AGREEMENT.
- B. This indemnification shall survive the expiration or termination of this AGREEMENT. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONTRACTOR shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONTRACTOR shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY'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 whether performed by CONTRACTOR, or by persons employed or used by CONTRACTOR.
- C. In no event shall CONTRACTOR, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CITY or any of its agents, including other contractors engaged at the project site, as a result of this AGREEMENT or CONTRACTOR's performance or non-performance of services pursuant to this AGREEMENT. Limitations of liability provided in this paragraph apply whether the liability is claimed to arise in contract, tort (including negligence), strict liability, or otherwise.



6.8 Assignment

- A. CONTRACTOR shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

6.9 Jurisdiction

- A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.10 Severability and Survival

- A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.11 Dispute Resolution

- A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.
- B. Unless otherwise agreed in writing, the CONTRACTOR shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the Contractor continues to perform, Owner shall continue to make payments in accordance with this AGREEMENT.

**Article 7. Schedules, Attachments and Signatures**

This AGREEMENT, including its Schedules, Attachments "A" and "B" and Right of Way Maintenance Proposal #14-007, Attachment "F" constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For the CITY, \_\_\_\_\_

Dated this 11 day of Sept, 2008.

By: \_\_\_\_\_  
Name, Morgan McPherson Title, Mayor City of Key West

By: Cheri Smith  
Name, Cheri Smith Title, City Clerk

For the CONTRACTOR, Charley Toppino & Sons, Inc.

Dated this 1 day of 29, 2008.

By: Richard Toppino U.P.  
Name Title

**Attachment "A"**  
**Right of Way Maintenance Service Provider Cost**  
**Schedule**

Attachment "A"  
Right of Way Maintenance Service Provider  
Cost Proposal Form  
Dollar amount in words has precedence.

Cost to provide a four man ROW services for City Streets and Sidewalks

Four Man ROW Crew per day \$ 923.08

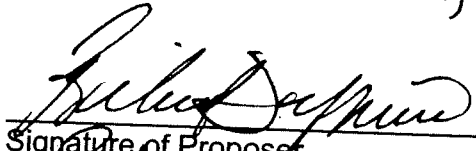
Dollar amount written in words  
\$ Nine Hundred & Twenty Three - 08/100

Four Man ROW Crew per five day work week \$ 4,615.38

Dollar amount written in words  
\$ Four Thousand, Six Hundred & Fifteen - 38/100

Four Man ROW Crew per day on Weekends/Holidays \$ 1,084.25

Dollar amount written in words  
\$ One Thousand, Eighty Four - 25/100

  
Signature of Proposer

Robert Toppano V.P.  
Printed Name and Title

**Attachment "B"**  
**Right of Way Maintenance Service Provider Cost  
Schedule (Pressure Washing)**

# Attachment "B"

Right of Way Maintenance Service Provider  
Cost Proposal Form

Dollar amount in words has precedence.

Cost to provide a two man pressure washing crew for City Streets and Sidewalks

Two Man Pressure Washing Crew per day \$ 297.95  
Dollar amount written in words  
\$ Two Hundred & Ninety Seven - 95/100

Two Man Pressure Washing Crew per five day work week \$ 1,489.75  
Dollar amount written in words  
\$ One Thousand, Four Hundred & Eighty Nine - 75/10

Two Man Pressure Washing Crew per day on Weekends/Holidays \$ 297.95  
Dollar amount written in words  
\$ Two Hundred & Ninety Seven - 95/100

Richard Toppino  
Signature of Proposer

Richard Toppino U.P.  
Printed Name and Title

**Attachment "F"**  
**Right of Way Maintenance Proposal #14-007**  
**Dated December 28, 2007**

COPY

CITY OF KEY WEST

REQUEST FOR PROPOSALS

Sealed Proposals for Right-of-Way Maintenance Service Provider RFP #14-007, addressed to the City of Key West, will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on Wednesday, the 2nd day of January 2008, at which time Proposals will be publicly opened and read in the City Clerk's office, 525 Angela Street. Any Proposals received after the time and date specified will not be considered.

The City request Proposals for a Right-of-Way Maintenance Service provider. Services would include; Light Pruning, Trimming, High Pressure Washing and Gum Removal, Weeding, Mowing, Litter Removal and Sweeping of City Sidewalks, Curbs and Gutters.

Drawings and Specifications may be obtained by contacting Demand Star by Onvia. Please contact Demand Star at 1-800-711-1712 or at <http://www.demandstar.com/>.

One (1) original and Ten (10) copies of the proposal are to be enclosed in a sealed envelope clearly marked on the outside "Right-of-Way Maintenance Service Provider RFP #14-007" and addressed to:

CITY CLERK  
CITY OF KEY WEST, FLORIDA  
CITY HALL  
525 ANGELA STREET  
KEY WEST, FLORIDA 33040

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the state and that the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. Specifically, within 10 days after the Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

City of Key West License as defined in Code of Ordinances chapter 33, enabling the contractor to perform the work stated herein.

A valid Certificate of Competency issued by the Chief Building Official of the City of Key West which shall be valid throughout the contract time.

A valid Occupational License issued by the City of Key West.





All Proposal 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.

In order to perform public work, the successful Proposer shall hold or obtain such Contractors' and Business Licenses as required by State, County and City Statutes.

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

For information concerning the proposed work, or for an appointment to visit the site of the proposed work, contact:

R.B. Havens, Manager Public Works  
633 Palm Avenue  
City of Key West, Florida 33041  
Telephone: (305) 809-3751

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question. The City may reject proposals (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its proposal, (3) if the Proposal does not strictly conform to the law or is non-responsive to the Proposal requirements, (4) if the Proposal is unnecessary to the City. The City may also waive any minor informalities or irregularities in any Proposal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF KEY WEST

By: \_\_\_\_\_  
Sue Snider, Purchasing Agent

**REQUEST FOR PROPOSALS FOR  
RIGHT-OF-WAY MAINTENANCE SERVICE PROVIDER**

The City of Key West requires the services of a qualified company to provide right-of-way maintenance services. The proposed services should include but are not limited to; Light Pruning, Trimming, High Pressure Washing and Gum Removal, Weeding, Mowing, Litter Removal and Sweeping of City Sidewalks, Curbs and Gutters. The City intends to retain one qualified company to provide the services for a period of three years with an additional two-year option. The selected company will be required to abide by all applicable federal, state and local laws and ordinances.

Any proposal received after the response deadline will not be considered. Upon selection of the most qualified company and approval by the City commission, the City will negotiate a contract with the selected company. If the selected company does not execute the contract with the City within 30 days after award, the City reserves the right to award the contract to the next most qualified company. A Proposer may not withdraw their proposal before the expiration of 60 days from the date of proposal opening. A Proposer may withdraw their proposal after that date only if they provide written notification prior to the approval of selection by the City Commission. The City of Key West reserves the right to reject any or all of the proposals submitted.

*For questions concerning any aspect of this RFP please contact:*

Mr. R.B. Havens  
Public Works Manager  
633 Palm Avenue  
Key West, FL 33040  
(305) 809-3751  
rbhaven@keywestcity.com

## 1. SCOPE OF SERVICES

The City is in need of a company to perform daily Right-of Way (ROW) maintenance for City streets and sidewalks as directed by the Public Works Director or his designee. Proposers must submit proposals offering services for all of the various services listed below. The City will provide the successful contractor with an disposal account at the City Transfer Station and the City will wave any tipping and disposal fees related to waste generated by the contractor performing ROW maintenance under the contract. The City request that sidewalk high-pressure washing services be listed under the separate tab provided.

- A. Provide not less than four full time employees and all equipment necessary to perform ROW maintenance on City streets, alleys, right-of-ways, curbs and sidewalks as directed including; Light Pruning, Trimming, Weeding, Mowing, Litter Removal and Sweeping of City Sidewalks, Curbs and Gutters.
- B. Provide not less than two full time employees and all equipment necessary to perform high pressure washing cleaning services and gum removal for City streets and sidewalks. Crew must be capable of washing one City block, both sides, daily.
- C. Hours of operation may be proposed but should not be less than a standard 40-hour workweek, eight hour work day, Monday through Friday, excluding Federal Holidays.
- D. Provide the proper equipment and machinery to complete each task in a safe and efficient manor maximizing the available man-hours.
- E. Provide the City with a daily total of linier feet of ROW that was properly maintained. This report would be submitted with the companies request for payment.
- F. On days that rain prevents regular ROW maintenance, the company will assist the City Public Works Department clearing storm drains in low lying areas to help prevent flooding. The contractor will be compensated at the same rate as ROW maintenance and will be required to report the number of drains cleared each day with the companies request for payment.

## 2. REQUIRED SUBMITTALS

- A. One (1) original and ten (10) copies of the Request for Proposal, Cost for Services Form (Attachment A) Cost for Pressure Washing Services Form (Attachment B) Anti Kick Back Affidavit (Attachment C), Public Entity Crimes Certification (Attachment D) signed by an authorized agent of the Proposers Company submitted in a sealed envelope and clearly marked "Request for Proposals for Right-of-Way Maintenance Service Provider RFP #14-007"

Request for Proposals must include the following information:

- B. Statement of the Proposers understanding of the work to be performed.

- C. Description of relevant previous experience and projects completed in the last five years.
- D. Names, qualifications and experience of the Proposers key personnel and the Project Manager that would be assigned to the City.
- E. A detailed description of equipment and machinery the Proposer intends to use to complete the scope of work, including year, make and model of each piece of equipment.
- F. A detailed description of how the Proposer would determine that the ROW crew had performed their duties correctly and efficiently.
- G. A detailed Safety Plan including documentation of training for each ROW crew member must be submitted with the Proposal and updated annually.
- H. A list of references from former customers/clients for whom the Proposer or its staff has conducted similar projects during the last five years.
- I. Statement of local availability and degree of accessibility to the City, including the location of the Proposers nearest office.
- J. An affirmative statement that the Proposer accepts the provisions included in the Request for Proposals and that the Proposer would have no conflict of interest as described in Section 14 with any party which might effect its providing services under this solicitation and that should any potential or existing conflict of interest arise during the course of the engagement, such conflict shall be communicated to the City immediately. If a conflict of interest arises, the City may elect to terminate any contracts resulting from this solicitation.
- K. Proof of current General Liability Insurance of not less than \$1,000,000.00.
- L. List of any and all project related Claims or Litigation for the last five years against the Proposer or Proposers subcontractors.

### 3. WARRANTY

The Proposer selected will be required to warrant to the City of Key West that all work performed will be of good quality, free from fault and defects and in conformance with any Agreement, Task Orders and the Request for Proposals documents. All work not conforming to these requirements, including substitutions not properly approved and authorized by the City of Key West may be considered defective.

**4. TERM AND CANCELLATION OF CONTRACT**

The anticipated term of these services will be three years with an additional two-year option. The City reserves the right to cancel the contract without cause with 90 days written notice.

**5. QUESTIONS, INTERPRETATIONAL ADDENDA**

Prospective Proposers shall promptly notify the City in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Request for Proposals documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the Request for Proposals must be submitted in writing through mail, email, or facsimile transmission. Any written inquiries must be received by the City no later than ten (10) calendar days prior to the scheduled date for receipt of the proposals. Questions will be answered in writing by the City and distributed on Demandstar.

Any questions or requests for clarification should be sent to:

R.B. Havens  
Public Works Manager  
PO Box 1409  
City of Key West, FL 33040  
Fax: 305-296-6152  
[rbhaven@keywestcity.com](mailto:rbhaven@keywestcity.com)

**6. PERMITS AND FEES**

The Proposer awarded this project shall procure and pay all permits and licenses, charges and fees and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work except where separately agreed.

**7. BASIS OF AWARD**

The successful Proposer(s) will have a minimum of 5 years experience in performing similar services in the State of Florida.

City staff will open the "Request for Proposals for Right of Way Maintenance Service Provider" Proposals first and determine if the Proposals are responsive and contain all the Required Submittals requested.

City Staff will be responsible for ranking proposals on the basis of a point system in which evaluation criteria will be applied. The City of Key West reserves the right to ask questions and seek clarification of any or all Proposers as part of its evaluation. Staff will then short-list the proposals and negotiate a contract with the top ranked Proposer. This Proposer and contract will be presented to the City Commission for presentations and approval. If contract negotiations are not successful, staff will end negotiations with the first Proposer and start negotiations with next ranked Proposer. The City may recommend awarding a contract to more than one Proposer. Final contract award will be made by the City Commission following successful contract negotiations.

#### **8. MISTAKES**

Proposers must carefully review the Request for Proposals specifications and instructions. Failure to do so shall be at the Proposers sole risk. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price will prevail and the Proposers total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

#### **9. EEO STATEMENT**

The City is committed to assuring equal opportunity in the award of contracts and, therefore, the Proposer must comply with all applicable laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex, including Equal Employment Opportunity ("EEO") and Minority Business Enterprises ("MBE") laws and regulations. The Proposer also must comply with the City's ordinances dealing with these issues.

#### **10. AMERICANS WITH DISABILITIES ACT**

The City requires contractors, vendors, or other entities that conduct programs, services or activities on behalf of the City to comply with the requirements of the Americans with Disabilities Act.

#### **11. MAINTENANCE OF TRAFFIC**

To be qualified, at least one person on the company ROW staff must be trained and certified for State of Florida MOT design.

#### **12. PUBLIC RECORDS**

Any material submitted in response to this Request for Proposals will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to the Request for Proposals. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is

necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **13. COST OF PROPOSAL PREPARATION**

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this Request for Proposals. The City shall not be liable for any expenses incurred by the Proposer when responding to this Request for Proposals.

### **14. CONFLICT OF INTEREST**

In their proposal, each Proposer must disclose the name of any person that is an employee of the City and also an officer, director, employee or agent of the Proposer, or a relative of an officer, director, employee or agent of the Proposer. Further, each Proposer must disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposers company, its affiliates, or parent or subsidiary organizations.

### **15. COST OF OPERATIONS**

All operations cost and fuel cost and any other cost will be the responsibility of the awarded company.

### **16. COST OF DEBRIS DISPOSAL**

The contracted company will establish an account at the City Transfer Station. All waste and debris removed during ROW maintenance activities for the City will be disposed of under this account at no charge to the contractor.

### **17. COMPENSATION**

The contractor will be compensated for work completed by a complete ROW crew. The contractor will submit proof of payroll for a complete crew with the request for payment. If for any reason the an entire four man crew is not present during the work week (person out sick etc) the pay request should reflect and deduct the cost of the missing worker or 25% of the compensation for that day. The contract compensation will increase each year. This increase will go into effect on the anniversary of the contract execution based on the CPIU National as posted by the US Department of Labor for All Cities, All items for the most recent prior twelve-month period that data is available.

### **18. LICENSES**

The contractor shall be required to have at a minimum a City of Key West occupational Lawn Service License or Landscaping Contractor License with Certificate of Competency Card. Licensing fee range \$94.00 to \$169.00.



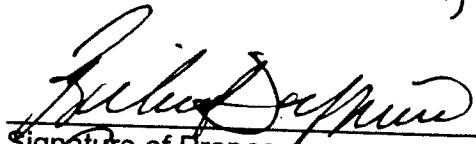
**Attachment "A"**  
Right of Way Maintenance Service Provider  
Cost Proposal Form  
Dollar amount in words has precedence.

Cost to provide a four man ROW services for City Streets and Sidewalks

Four Man ROW Crew per day \$ 923.08  
Dollar amount written in words  
\$ Nine Hundred & Twenty Three - 08/100

Four Man ROW Crew per five day work week \$ 4,615.38  
Dollar amount written in words  
\$ Four Thousand, Six Hundred & Fifteen - 38/100

Four Man ROW Crew per day on Weekends/Holidays \$ 1,084.25  
Dollar amount written in words  
\$ One Thousand, Eighty Four - 25/100

  
Signature of Proposer  
Rick W. Torrance VP  
Printed Name and Title

Attachment "B"

Right of Way Maintenance Service Provider  
Cost Proposal Form

Dollar amount in words has precedence.

Cost to provide a two man pressure washing crew for City Streets and Sidewalks

Two Man Pressure Washing Crew per day \$ 297.95  
Dollar amount written in words  
\$ Two Hundred & Ninety Seven - 95/100

Two Man Pressure Washing Crew per five day work week \$ 1,489.75  
Dollar amount written in words  
\$ One Thousand, Four Hundred & Eighty Nine - 75/100

Two Man Pressure Washing Crew per day on Weekends/Holidays \$ 297.95  
Dollar amount written in words  
\$ Two Hundred & Ninety Seven - 95/100

Richard Toppino  
Signature of Proposer

Richard Toppino U.P.  
Printed Name and Title

Attachment C

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

This sworn statement is submitted to the City of Key West, Florida, by Frank P. Toppino, President  
(print individual's name and title)

for Charley Toppino & Sons, Inc.  
(print 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):

I, the undersigned, being hereby duly sworn, depose and say that no sum has been paid and no sum will be paid to any employee or elected official of the City of Key West as a commission, kickback, reward or gift, directly or indirectly, by me or any member of my company, or by any officer or agent of the corporation.

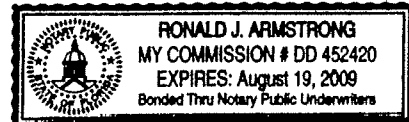
BY: Frank P. Toppino

TITLE: President

sworn and prescribed before me this 20 day of Dec, 2007

Ronald J. Armstrong  
NOTARY PUBLIC, State of Florida

My commission expires:



to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Frank P. Joseph  
(SIGNATURE)

Dec. 28, 2007  
(DATE)

STATE OF Florida

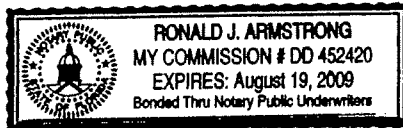
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority \_\_\_\_\_ who, after first being sworn by me, \_\_\_\_\_ (name of individual) affixed his/her signature in the space provided above on this 28 day of Dec, 2007.

Ronald J. Armstrong  
NOTARY PUBLIC

Ronald J. Armstrong  
Printed Name

My commission expires:



# Attachment D

## PUBLIC ENTITY CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to the City of Key West, Florida, by  
Frank P. Toppino, President  
(print individual's name and title)

for Charley Toppino & Sons, Inc.  
(print 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 2426 906 (If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn  
statement \_\_\_\_\_):

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. 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 a 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
- Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest

CHARLEY TOPPINO & SONS, INC.  
P.O. BOX 787  
KEY WEST, FL 33041

305 296-5606

C.

## PAST PROJECTS

1.) **CITY OF KEY WEST**  
P.O. BOX 1409  
KEY WEST, FL 33040  
305 292-8195

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

### PROJECTS:

• RIGHT OF WAY MAINTENANCE: 1998-2007	\$2,352,000	BOND YES
• CONCRETE PLACEMENT- 2002, 2005	\$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. 2002, 2005	\$2,000,000	BOND YES
• GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	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

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		
• WILHELMINA PARK	\$ 931,000	BOND YES
• MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$ 145,000	BOND YES
• MARATHON AIRPORT SERVICE ROAD	\$2,366,000	BOND YES
• KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 688,000	BOND YES
• KW INTN AIRPORT: PARKING LOTS	\$ 192,000	BOND YES
• BIG COPPITT PARK	\$ 531,000	BOND YES
• BIG PINE BASIN FILL IN AND DEMO	\$ 860,242	BOND YES
• MARATHON AIRPORT APRONS	\$ 904,943	BOND YES
	\$ 376,344	BOND YES

**3.) SAUER INC.**

11223 PHILLIPS PARKWAY DR EAST  
JACKSONVILLE, FL 32256-15274  
KEY WEST PHONE: 305 295-8819

**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

**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:**

FKA CONSTRUCTION YARD BUILDING	\$682,000	BOND YES
PUMP STATION	\$377,555	BOND YES
BIG COPPITT WASTE WATER SYSTEM	\$9,738,000	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





**10.) DEMOYA GROUP**  
12209 S. DIXIE HWY  
MIAMI, FL 33156

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

**PROJECTS:**

SOUTH ROOSEVELT BLVD. REHAB	\$1,507,000.00	BOND NO
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**11.) DL PORTER**  
6574 PALMER CIRCLE  
SARASOTA, FL 34238

**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

**12. HARRY PEPPER & ASSOCIATES**  
215 CENTURY 21 DRIVE  
JACKSONVILLE, FL 32216

**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  
ELLISON DRIVE, TRUMBO POINT  
BEQ, TRUMAN ANNEX  
SECURITY, TRUMAN ANNEX

**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  
BOCA CHICA FITNESS CENTER  
MARINA BY PASS ROAD, BOCA  
TACTS BUILDING, BOCA CHICA  
NANCY FOSTER ENVIRONMENTAL CENTER

D.

**CHARLEY TOPPINO & SONS, INC.**

P.O. BOX 787 KEY WEST, FLORIDA 33041 (305) 296-5606 FAX (305) 296-5189

City of Key West  
525 Angela St.  
Key West, Florida 33040

RIGHT OF WAY MAINTENANCE SERVICE PROVIDER  
RFP# 14-007

December 28, 2007

SUBJECT: KEY PERSONNEL AND PROJECT MANAGER

To Whom It May Concern:

The following is a list of the key personnel and the Project Manager for the ROW Maintenance Service Provider project, RFP # 14-007.

DIRECTOR: RICHARD J. TOPPINO  
CTS Director of ROW Maintenance project for the City of Key West for the last ten years.  
Operations manger for Monroe Concrete Products, Inc. for the last eleven years.

PROJECT / SAFETY MANAGER: RONALD J. ARMSTRONG  
CTS Project and Safety Manager for all City of Key West projects for the last fourteen years.

CREW SUPERINTENDENT: ANTHONY DIAZ  
Crew superintendent for the ROW Maintenance project for the City of Key West for the last ten years.

EQUIPMENT MAINTENANCE MANAGER: NELSON JAMARDO  
CTS manager for maintenance on all equipment, vehicles, trucks and tools for the last forty years.

*AN EQUAL OPPORTUNITY EMPLOYER*



**CHARLEY TOPPINO & SONS, INC.  
EQUIPMENT LIST  
RIGHT OF WAY MAINTENANCE PROJECT  
CITY OF KEY WEST**

**A.) TRUCK AND EQUIPMENT**

- 1.) 2005 GMC 8 CUBIC YARD DUMP TRUCK.
- 2.) 2006 "CARGO" TILT TRAILER WITH FOLDING RAMP

**B.) EQUIPMENT**

- 1.) (TWO) TORO 850 RIDING/MANUAL MAINTENANCE MOWERS, 2000
- 2.) (THREE) ECHO WEED WHACKERS & ASSOCIATED ACCESSORIES, 2006
- 3.) (TWO) ECHO BACKPACK 1000 LEAF/DEBRIS BLOWERS, 2001
- 4.) (TWO) TORO STANDARD LEAF/DEBRIS BLOWERS, 2005
- 5.) ( TWO ) TROY BUILT SELF PROPELLED LAWN MOWER, 2004
- 6.) (ONE) ECHO GAS POWERED POLE TRIMMER, 2005
- 7.) (TWO) ECHO GAS POWERED HEDGE TRIMMER, 2005

**C.) VARIOUS HAND TOOLS**

- 1.) SHOVEL, RAKES, PRUNER, MACHETES, BROOMS, WASTE RECEPTACLES, HAND SAWS, CHAIN SAW AND CHAIN SAW CHAPS, PROTECTIVE SAFETY EQUIPMENT.

F.

# CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787 KEY WEST, FLORIDA 33041 (305) 296-5606 FAX (305) 296-5189

City of Key West  
525 Angela St.  
Key West, Florida 33040  
December 28, 2007

RIGHT OF WAY MAINTENANCE SERVICE PROVIDER  
RFP# 14-007

SUBJECT: QUALITY ASSURANCE PROCEDURES

To Whom It May Concern:

The purpose of this letter is to outline CHARLEY TOPPINO & SONS, INC. Quality Assurance Procedures for the RIGHT OF WAY MAINTENANCE SERVICE PROVIDER project, RFP# 14-007.

## I QUALITY ASSURANCE PROCEDURES

### A: CREW TRAINING

1. All crew members are trained in the safe operations of all equipment.
2. All crew members are trained on how, where and what to mow, trim, edge and / or blow the vegetation along the right of ways in Key West.
3. All crew members are encouraged to perform the particular task the correct way initially and to maintain a high level of quality.


### B. SUPERVISOR INSPECTIONS

1. The entire work zone is inspected prior to the beginning of work to note any abnormal situations and to note the locations of parked vehicles, fences, or any other appurtenances that may be impacted by the work crew.
2. During the work operations the supervisor is constantly checking the quality of the work performed.
3. Any deficiencies are noted and corrected prior to relocating to the next area.
4. After the crew has moved to the next work zone the supervisor performs a drive through the work zone to insure that the work has been performed to a high level of quality.

### C. CITIZEN CONCERNS

1. During the performance of the work any citizen concerns are addressed immediately to insure the safety of the work crew, the citizen and their property.
2. Any concern that cannot be addressed in the field will be immediately referred to the Director of Maintenance operations and / or the Safety Manager for CTS.

CHARLEY TOPPINO & SONS, INC.

  
Richard J. Toppino  
Vice President

*AN EQUAL OPPORTUNITY EMPLOYER*



# CHARLEY TOPPINO & SONS, INC. SAFETY PLAN

## SAFETY POLICY AND PROGRAM

### FOREWARD

The basic objective of any safety policy is to ensure the unity of purpose and action required for the effective control of accidents. Policy is the key to fewer accidents, lower insurance costs and greater profits when properly supported by management.

Contractors differ widely in the type of work they do, the areas in which they operate and the size of the work forces they employ. An effective safety program recognizes these differences. Successful contractors have proven that certain elements are common to all effective safety programs. It is the purpose of this section to review these elements as the foundation on which our program can be built.

### EXECUTIVE SUPPORT

Executive management are convinced of the need to control accidents and are willing to give the program the support required for effective results. They will include a realistic sum of money for safety in all estimates.

### COORDINATION

A management representative has been assigned the responsibility for coordinating the loss control activities. He will report directly to the President. His duties include assisting supervision in establishing and maintaining safety activities. He will also report periodically to executive management, keeping them advised of safety progress, plans for the future and problems requiring management action.

Using the "Safety Policy" as a foundation, the coordinator will develop and release broad safety program guidelines to be followed. These should include, but not be limited to the following:

### RESPONSIBILITY

Management will be held responsible and accountable for loss control on all jobs under their supervision, including work done by all subcontractors.

### PLANNING

Effective pre-job planning for safety makes it possible to detect and eliminate or control many situations which can produce serious accidents. Planning for safety is essential as the work progresses.

### SAFETY EDUCATION

Men who are hired should be experienced and physically and emotionally qualified for the work they will do. Their indoctrination should include an explanation of the safety program and what is expected of them. Safety meetings, personal contacts, safety posters and various training materials should be used to stimulate employee interest and support in the safety program.

### PROJECT INSPECTION

Regular inspections will be made by the Safety Manager on all projects and locations. Any unsafe conditions will be immediately reported to the job superintendents or foremen and remedial action taken to correct any unsafe conditions.

# **CHARLEY TOPPINO & SONS, INC. SAFETY PLAN**

## ***SAFETY POLICY AND PROGRAM***

### **ACCIDENT REPORTING & INVESTIGATION PROCEDURES**

The following procedure shall be followed in completing an accident investigation.

- 1.) If an accident or any injury occurs it is the responsibility of the victim to report to his or her supervisor immediately.
- 2.) The Safety Manager will investigate the accident and complete a written report within 48 hours. Part of the report will contain recommendations on the prevention of similar incidents in the future.
- 3.) The Safety Manager will insure that all repairs, bills and medical concerns are addressed and coordinated.



# CHARLEY TOPPINO & SONS, INC.

## SAFETY POLICY

### MANAGEMENT COMMITMENT AND INVOLVEMENT POLICY STATEMENT

The management of Toppino's Inc. is committed to providing employees with a safe and healthful workplace. It is the policy of Toppino's Inc. that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliations, penalty, or other disincentive.

Employees recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against an employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and may ultimately result in termination of employment.

The primary responsibility for the coordination, implementation, and maintenance of our workplace safety program has been assigned to:

Name: Ronald J. Armstrong

Title: Safety Manager Telephone: 296-5606

Senior management will be actively involved with other employees in establishing and maintaining an effective safety program. Our Safety Manager or other members of our organization team will participate with you or your department's employee representative in ongoing safety and health program activities, which include:

- \* Promoting safety committee participation
- \* Providing safety and health education and training; and
- \* Reviewing and updating workplace safety rules.

This policy statement serves to express management's commitment and involvement in providing our employees a safe and healthful workplace. This workplace safety program will be incorporated as the standard of practice for this organization. Compliance with the safety rules will be required of all employees as a condition of employment.



Frank Toppino, President, Toppino's Inc.

12-2-07  
Date



**TOPPINO'S INC.  
SAFETY TRAINING/MEETING  
HEAT RELATED ILLNESSES**

**HEAT CRAMPS, HEAT EXHAUSTION, HEAT STROKE**

- 1.) **HEAT CRAMPS:**
  - **FIRST SIGN / WARNING OF A POSSIBLE HEAT RELATED EMERGENCY.**
  - **TREATMENT:**
    - 1.) **REST IN A COOL PLACE**
    - 2.) **DRINK COOL LIQUIDS: WATER, GATORAIDE, JUICE.**
    - 3.) **STRETCH OR MASSAGE AREA.**
  
- 2.) **HEAT EXHAUSTION:**
  - **WARNING SIGNS:**
    - 1.) **COOL, MOIST, PALE OR FLUSHED SKIN.**
    - 2.) **HEADACHE**
    - 3.) **NAUSEA**
    - 4.) **DIZZINESS**
    - 5.) **WEAKNESS / EXHAUSTION**
  - **TREATMENT:**
    - 1.) **GET VICTIM OUT OF HEAT**
    - 2.) **LOOSEN TIGHT CLOTHING**
    - 3.) **REMOVE PERSPIRATION SOAKED CLOTHING**
    - 4.) **APPLY COOL, WET, CLOTHS TO SKIN**
    - 5.) **FAN VICTIM**
    - 6.) **IF CONSCIOUS GIVE COOL LIQUIDS TO DRINK.**
  
- 3.) **HEAT STROKE:**
  - **DEFINITION: WHEN THE BODY'S SYSTEMS ARE SO OVERWHELMED BY HEAT THAT THEY BEGIN TO STOP FUNCTIONING.**
  - **WARNING SIGNS:**
    - 1.) **RED, HOT, DRY SKIN**
    - 2.) **RAPID WEAK PULSE**
    - 3.) **RAPID SHALLOW BREATHING.**
  - **TREATMENT:**
    - 1.) **SAME AS HEAT EXHAUSTION.**

**NOTE: IF VICTIM REFUSES LIQUIDS, VOMITS OR BECOMES UNCONSCIOUS: CALL FOR AN AMBULANCE ASAP**

- **KEEP VICTIM LYING DOWN.**
- **COOL THE BODY ANY WAY POSSIBLE**
- **PLACE ICE PACKS @ PULSE POINTS**

**CONCLUSION:**

- 1.) **DRINK PLENTY OF FLUIDS**
- 2.) **KNOW THE WARNING SIGNS OF HEAT ILLNESS, TREAT PERSON IMMEDIATELY BEFORE CONDITIONS WORSENS.**
- 3.) **KEEP WATER COOLERS FULL @ ALL TIMES**
- 4.) **WATCH OUT FOR FELLOW EMPLOYEES**
- 5.) **GET IN THE SHADE DURING BREAKS.**



**TOPPINO'S INC.  
SAFETY TRAINING/MEETING**

**PERSONAL SAFETY EQUIPMENT  
DRESS CODE**

**I. PERSONAL SAFETY EQUIPMENT**

- A. AVAILABLE FROM SAFETY MANAGER**
- B. REPLACE WHEN WORN OUT OR UNUSABLE.**
- C. FREE REPLACEMENT WITH EXCHANGE OF OLD ITEM.**

**1. SAFETY GLASSES, SAFETY VESTS, HARD HATS,  
HEARING PROTECTION, BACK SUPPORT / PROTECTION,  
DUST / PARTICULATE PROTECTION.**

**A.) SAFETY GLASSES:**

- 1.) HAVE IN POSSESSION AT ALL TIMES.**
- 2.) CHOICE OF LARGE OR SMALL SIZES.**
- 3.) AVAILABLE IN SUNGLASS OR CLEAR.**
- 4.) PROTECT EYES FROM AIRBORNE DEBRIS.**

**B.) SAFETY VESTS:**

- 1.) MUST WEAR WHEN ON ANY ROAD OR WITHIN  
10' OF THE RIGHT OF WAY.**
- 2.) ENHANCES VISIBILITY ENABLING TRAFFIC  
TO SEE YOU.**

**C.) HARD HATS:**

- 1.) HAVE AVAILABLE FOR USE AT ALL TIMES.**
- 2.) MUST WEAR WHENEVER THERE IS AN  
OVERHEAD HAZARD, FLYING DEBRIS OR  
WORK BEING DONE ABOVE YOU.**

**D.) HEARING PROTECTION:**

- 1.) HAVE AVAILABLE FOR USE AT ALL TIMES**
- 2.) MUST WEAR WHENEVER NOISE LEVELS  
EXCEEDS PERMISSIBLE EXPOSURE  
LEVEL.**
- 3.) CHOICE OF PLUG OR MUFF TYPE  
PROTECTION.**

- E.) BACK SUPPORTS / PROTECTION:**
- 1.) AVAILABLE UPON REQUEST.**
  - 2.) TO BE USED ONLY AFTER EVALUATION OF NECESSITY.**
  - 3.) BACK SUPPORTS ARE A DOUBLE EDGE SWORD: THEY SUPPORT THE MUSCLES OF THE LOWER TORSO AND BY DOING SO WEAKENS THEM FURTHER.**
  - 4.) EMPLOYEE SHOULD ALSO UTILIZE STRETCHING EXERCISES, BACK AND STOMACH MUSCLE STRENGTHENING EXERCISES.**

- F.) DUST / PARTICULATE PROTECTION:**
- 1.) AVAILABLE UPON REQUEST.**
  - 2.) TO BE USED WHENEVER AIRBORNE DUST, DIRT CONDITIONS NECESSITATE THE USE OF DUST MASKS.**

- G.) MISC PROTECTION:**
- 1.) AVAILABLE WHEN NEEDED**
  - 2.) GLOVES**
  - 3.) WELDING JACKETS AND HATS**
  - 4.) RAIN GEAR**

- F.) DRESS CODE:**
- 1.) LONG PANTS**
  - 2.) SLEEVED SHIRTS**
  - 3.) WORK BOOTS OR GOOD QUALITY HIKING BOOTS.**
  - 4.) APPROPRIATED PERSONAL SAFETY EQUIPMENT.**
  - 5.) NOTE: NO TENNIS SHOES, SANDALS, OR LIGHTWEIGHT DRESS SHOES.**





**CHARLEY TOPPINO & SONS, INC.  
SAFETY TRAINING/MEETING  
BACKS & LIFTING**

- **ONE OUT OF FOUR WORK INJURIES RESULTS FROM MATERIAL HANDLING.**
- **ALMOST ANY MOVEMENT REQUIRES THAT YOU USE YOUR BACK.**

**MATERIAL HANDLING TIPS:**

- 1.) **LOOK FOR SHARP EDGES, PROTRUDING NAILS & SLIVERS.**
- 2.) **DETERMINE WHETHER OR NOT YOU WILL NEED HELP.**
- 3.) **DETERMINE HOW YOU WILL MOVE THE OBJECT.**
- 4.) **MAKE SURE YOU CAN GET CLOSE ENOUGH TO LIFT THE OBJECT SAFELY.**
- 5.) **MAKE SURE THE PATHWAY YOU WILL BE USING IS FREE OF TRIPPING HAZARDS AND THERE WILL BE ENOUGH ROOM TO MAINTAIN A GOOD LIFTING POSITION WHEN LOAD IS PUT DOWN.**
- 6.) **PLAN AHEAD IN CASE YOU HAVE TO TILT OR TURN OBJECT THROUGH DOORWAYS OR TIGHT PLACES.**

**LIFTING TIPS:**

- 1.) **BEND YOUR KNEES, KEEP FEET APART & GET A GOOD GRIP.**
- 2.) **LIFT BY STRAIGHTENING YOUR LEGS WHILE KEEPING YOUR BACK IN A VERTICAL ALIGNMENT.**
- 3.) **KEEP LOAD CLOSE TO YOUR BODY.**
- 4.) **LOWER EACH END OF LOAD AT THE SAME TIME.**
- 5.) **AVOID TWISTING YOUR BODY DURING THE LIFT.**
- 6.) **ASK FOR HELP! USE HAND TRUCK, BACKHOE, LOADER.**

H.

## LIST OF REFERENCES



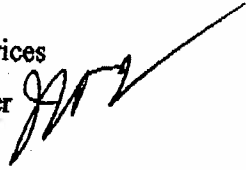
**John Jones**  
Assistant City Manager

**THE CITY OF KEY WEST**  
P.O. BOX 1409  
KEY WEST, FL 33041-1409

525 Angela Street  
(305) 809-3877  
FAX 809-3886

## Memorandum

**To:** Roland Flowers, Engineering Services

**From:** John Jones, Assistant City Manager 

**CC:** Jim Scholl, City Manager

Joe April, Engineering Services

**Date:** December 28, 2007

**RE:** Charlie Toppino & Sons Inc. Right-of-Way Agenda Item

---

Roland please consider this a reference letter for Charlie Toppino & Sons, Inc. I have been working with them since coming to work for the City of Key West as a Project Development Coordinator, in 1993 and have used them first as Director of Engineering and have observed them while they work while in the position of Assistant City Manager.

My opinion is that they do an excellent job of always professionally maintaining to the satisfaction of our residents and staff the City right of Way.

I was satisfied with their performance as Director of Engineering and have had nothing but praise for their performance since being Assistant City Manager.

I see no reason not to recommend that the City of Key West continue its Right of Way maintenance contract with Charlie Toppino and Sons, Inc.

**Key to the Caribbean - Average yearly temperature 77° F.**

# AJH EDUCON, INC.

3615 Sunrise Drive, Key West, FL. 33040 • Telephone (305) 294-1969 • (305) 294-4474

December 31, 2007

Re: RFP #14-007 Right of Way – Maintenance Service Provider

To Whom It May Concern:

I am writing this letter to recommend Charley Toppino & Sons, Inc. be retained as the Right of Way Service Provider for the City of Key West.


As a taxpayer and businessman I take tremendous pride in the cleanliness and maintenance of our green space in and around our streets in our city. I would like to compliment the City of Key West and Charley Toppino & Sons, Inc. for the appearance of these spaces.

Having served as a public official I know from experiences that the law and regulations require the City to solicit bids for these services. I also know from my experiences that the lowest bid is not always the best bid. I believe you should always do business with the most reliable business entity, always employ the best company for the job.

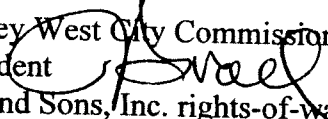
Not knowing all the criteria that will be used in making the determination for awarding this contract, I urge you to consider past experience and performance, ability to adequately perform these services in a timely manner and quality and dedication of services as well. Charley Toppino & Sons, Inc. has performed these services in a most satisfactory manner for many years.

In closing, the selection process should insure that these services will be at least equal to or better than what they are now.

Sincerely,

  
A. J. Henriquez, Ph.D.

Avael and Associates  
Management Consulting Services  
1720 Johnson St.  
Key West, Fl 33040  
Phone: 305-293-0589  
Cell: 305-797-0447

To: The Honorable Key West City Commissioners  
Fr: Julio Avel, President   
Re: Charlie Toppino and Sons, Inc. rights-of-way agenda Item  
Date: December 28, 2007

I am happy to offer a reference on behalf of Charlie Toppino and Sons, Inc.

In July 1996, when I was appointed city manager for the City of Key West, a contract was in place with Charlie Toppino and Sons, Inc. for the upkeep and maintenance of the city's rights-of-way. Since then, I had the opportunity to personally observe the crew's performance for over eleven years.

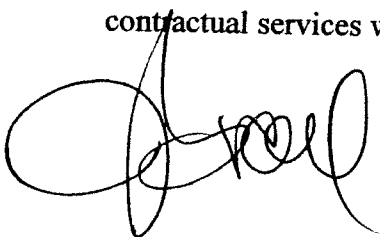
Monthly and yearly monitoring reports over the eleven-years reflected that the city's rights-of-way were always professionally maintained to the satisfaction of our residents. Many of our citizens took the time to e-mail and telephone my office, reporting their satisfaction with the maintenance of our road ways.

Attention to detail and providing excellent services to the city is a trademark of Charlie Toppino and Sons, Inc. Regardless of the challenge and size of the projects, the city could always depend on Charlie Toppino and Sons, Inc. to get the job done. If I recall correctly, over ten million linear miles of rights-of-way were maintained by Charlie Toppino and Sons, Inc. in the past eleven years without any complaints from city residents or city employees.

Moreover, Charlie Toppino and Sons, Inc., have always voluntarily responded, without hesitation, to the needs of the city during major events such as environmental emergencies, storms, and hurricanes.

The City of Key West is fortunate to have a local major company such as Charlie Toppino and Sons, Inc. available to assist the city with any major or minor project that city staff cannot normally provide.

I recommend that the city of Key West continue its rights-of-way maintenance contractual services with Charlie Toppino and Sons, Inc.



December 28, 2007

City of Key West  
City Hall  
Key West, Florida

To Whom It May Concern:

I am writing this letter of recommendation for the continued services of the Toppino Company for maintaining and cleaning the right of ways in our City.

I was born and have lived here for 72 years. I am very pleased with the City's efforts to keep our city clean. This has provided a great incentive for our visitors and citizens to join in with this effort.


I feel very comfortable in providing a recommendation for the Toppino Company as I, many family members and friends in this city have a great respect for their honesty and integrity. They have an unquestioned impeccable record of organized work product, sensitive to traffic, other day to day obstacles and foremost to the beautification efforts along the right of ways by the City and the citizens of this community. This is primarily recognized during their cleaning process in front of our homes and properties.

As I drive through the City and witnessed this company's performance, I get a great sense of feeling that we in this City are fortunate in having an opportunity to continue with a company who has proven "A JOB WELL DONE", in all respects.

The Toppino Company through Mr. Richard Toppino and his staff have been involved in all aspects of civic service and community involvement throughout the history of our City.

I thank you for this opportunity to provide this letter of recommendation and I am pleased with the patience of our City government in its day to day operation.

Sincerely,



Henry V. Haskins  
908 Flagler Avenue  
Key West, Florida

**Edward M. Block  
1300 Tropical Avenue  
Key West, Florida 33040**

305 294 9431  
e\_block@bellsouth.net

December 28, 2007

**City of Key West  
525 Angela Street**

**To Whom It May Concern:**

**The purpose of this letter is to urge you to consider renewing the contract of Charlie Toppino & Sons, Inc. to continue maintenance in the City of Key West.**

**As a residential property owner since 1970 and a full time resident since 1986, I can personally attest to the splendid job the Toppino crews have been doing since the contract was awarded to the company. My own neighborhood is much the better for it.**

**I have known Frank Toppino for many years. He is an honorable businessman whose personal engagement and oversight of his company's contracts is well demonstrated. He is also an acknowledged civic leader. I have experienced his generosity and purposeful leadership in connection with activities of the American Red Cross and the Community Foundation of the Florida Keys.**

**I can't image that you would find a more reliable, qualified and expert contractor fulfill the maintenance contract.**

Sincerely,





**CHARLEY TOPPINO & SONS, INC.**

---

P.O. BOX 787 KEY WEST, FLORIDA 33041 (305) 296-5606 FAX (305) 296-5189

City of Key West  
525 Angela St.  
Key West, Florida 33040

RIGHT OF WAY MAINTENANCE SERVICE PROVIDER  
RFP# 14-007

SUBJECT: Statement of local availability and accessibility to City of Key West

To Whom It May Concern:

The purpose of this letter is to discuss CHARLEY TOPPINO & SONS, INC. local availability and accessibility to the City of Key West for the RIGHT OF WAY MAINTENANCE SERVICE PROVIDER project, RFP# 14-007.

CHARLEY TOPPINO & SONS, INC. is a locally owned business and has been in Key West for over 50 years. Our office and yard facilities are located on Rockland Key approx 4 miles from Key West. CTS has had the contract for the ROW Maintenance for the last ten years and we have worked and have been awarded hundreds of construction projects for the City. We are intimately and thoroughly familiar with the organizational structure and personnel of the Public Works department and all other departments of the City. CTS is available 24 hours a day, 7 days a week through cell phone and internet connections.

Sincerely;  
CHARLEY TOPPINO & SONS, INC.

Richard J. Toppino  
Vice President



J.

**CHARLEY TOPPINO & SONS, INC.**

P.O. BOX 787 KEY WEST, FLORIDA 33041 (305) 296-5606 FAX (305) 296-5189

City of Key West  
525 Angela St.  
Key West, Florida 33040

RIGHT OF WAY MAINTENANCE SERVICE PROVIDER  
RFP# 14-007

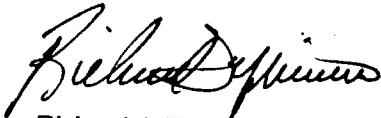
December 28, 2007

SUBJECT: AFFIRMATIVE STATEMENT: ACCEPTANCE OF NO CONFLICT OF INTERESTS

To Whom It May Concern:

The purpose of this letter is to state that CHARLEY TOPPINO & SONS, INC. accepts the provisions included in the Request for Proposal # 14-007 for the RIGHT OF WAY MAINTENANCE SERVICE PROVIDER project and that CHARLEY TOPPINO & SONS, INC. would have no conflict of interest as described in Section 14 with any party which might affect its providing services under the Request for Proposal # 14-007 and that should any potential or existing conflict of interest arise during the course of the engagement, such conflict shall be communicated to the City immediately. If a conflict of interest arises, the City may elect to terminate any contracts resulting from this solicitation.

CHARLEY TOPPINO & SONS, INC.



Richard J. Toppino  
Vice President

*AN EQUAL OPPORTUNITY EMPLOYER*

K-

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2007

**PRODUCER**  
 Seitlin  
 9800 NW 41 Street, Suite #300  
 Miami FL 33178  
 (305) 591-0090 (305) 593-6993

**INSURED**  
 Frank P. Toppino, As Qualifier  
 P.O. Box 787  
 Key West FL 33041

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Seabright Insurance Company</b>	
INSURER B: <b>Westchester Surplus Lines Ins</b>	10172
INSURER C: <b>National Casualty Company</b>	11991
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>Contractual Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	G22037407002	2/2/2007	2/2/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAO0196848	2/2/2007	2/2/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	G22037419002	2/2/2007	2/2/2008	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BB1060373	5/19/2007	5/19/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

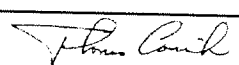
PROOF OF INSURANCE ONLY. SUBJECT TO THE TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY.

**CERTIFICATE HOLDER**

CITY OF KEY WEST  
 604 Simonton Street  
 KEY WEST FL 33041

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 



**CLAIMS OR LITIGATION:**

**NONE**