

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

BID FORM

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ITB #12-005/George Street Stormwater Basin Improvements

CH2M HILL Project No.: 427475

City of Key West Project No.: ST 0802

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

Name:

Ron Armstrong

Telephone:

305 296-5606

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 425 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 455 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,
 _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all
 addenda issued are hereby made part of the Contract Documents, and the Bidder further
 agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

George J. Reed

The Bidder agrees that all federal, state, and local sales and use taxes are included in the
 stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax.
 Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a
 conviction for a public entity crime may not submit a bid on a contract to provide any goods
 or services to a public entity, may not submit a bid on a contract with a public entity for the
 construction or repair of a public building or public work, may not submit bids on leases of
 real property to a public entity, may not be awarded or perform work as a contractor,
 supplier, subcontractor, or consultant under a contract with any public entity and may not
 transact business with any public entity in excess of the threshold amount provided in
 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being
 placed on the convicted vendor list."

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the
 amounts computed under the provisions of the Contract Documents. For unit price bid items,
 the estimate of quantities of work to be done is tabulated in the Proposal and, although stated
 with as much accuracy as possible, is approximate only and is assumed solely for the basis of
 calculation upon which the award of Contract shall be made. For lump sum bid items, it is
 expressly understood that the amounts are independent of the exact quantities involved. The
 Bidder agrees that the amounts for both unit price and lump sum work represent a true
 measure of labor and materials required to perform the Work, including all allowances for
 overhead and profit for each type of work called for in these Contract Documents. The
 amounts shall be shown in both words and figures. In case of discrepancy, the amount shown
 in words shall govern.

UNIT PRICE SCHEDULE

Unit prices have been computed in accordance with Paragraph 11.03.C of the General
 Conditions and Section 01025, Measurement and Payment, Paragraph 1.07B.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the
 purpose of comparison of Bids, and final payment for all Unit Prices Bid items will be based
 on actual quantities, determined as provided in the Contract Documents.

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To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ITB #12-005/George Street Stormwater Basin Improvements

CH2M HILL Project No.: 427475

City of Key West Project No.: ST 0802

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

Name: RONALD J. ARMSTRONG

Telephone: 305.296.5606

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

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SALES AND USE TAXES

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COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

UNIT PRICE SCHEDULE

Unit prices have been computed in accordance with Paragraph 11.03.C of the General Conditions and Section 01025, Measurement and Payment, Paragraph 1.07B.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Prices Bid items will be based on actual quantities, determined as provided in the Contract Documents.

CONTINGENCY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work.

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for the Building Permit required by the City of Key West and any Regulatory Agency Permit(s). Bidder acknowledges that payment will be based on actual cost for the permit(s).

KEY ENERGY SERVICE ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid to cover payment to Key Energy Service for electrical service. Bidder further acknowledges that payment will be based on actual amount paid as indicated by appropriate invoice.

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1	General				
1.1	Performance and Payment Bonds	1	EA	42,900.00	42,900.00
1.2	Mobilization	1	LS	9,075.00	9,075.00
1.3	Demobilization	1	LS	11,000.00	11,000.00
1.4	General and Supplementary Conditions	1	LS	83,121.50	83,121.50
1.5	MOT	1	LS	35,836.40	35,836.40
1.6	Certified AutoCad As-built	1	LS	7,475.00	7,475.00
1.7	Surveyor	1	LS	3,622.50	3,622.50
2	Trench Excavation, Backfill and Storm Pipe				
2.1	24-inch PVC SDR 41 Storm Pipe				
2.1.1	4 to 6 Feet Deep	100	LF	366.82	36,682.00
2.1.2	6 to 8 Feet Deep	70	LF	472.67	33,086.90

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
2.2	30-inch PVC SDR 51 Storm Pipe				
2.2.1	4 to 6 Feet Deep	1,180	LF	431.46	509,122.80
2.2.2	6 to 8 Feet Deep	300	LF	470.38	141,114.00
2.2.3	8 to 10 Feet Deep	100	LF	761.03	76,103.00
2.3	24-inch CLDI Storm Pipe				
2.3.1	4 to 6 Feet Deep	55	LF	352.87	19,407.85
2.4	18-inch CPE Storm Pipe				
2.4.1	4 to 6 Feet Deep	210	LF	323.40	67,914.00
2.5	24-inch CPE Storm Pipe				
2.5.1	4 to 6 Feet Deep	100	LF	277.30	27,730.00
2.5.2	6 to 8 Feet Deep	70	LF	245.82	17,207.40
2.6	30-inch CPE Storm Pipe				
2.6.1	4 to 6 Feet Deep	20	LF	723.39	14,467.80
2.6.2	6 to 8 Feet Deep	20	LF	577.19	11,543.80
2.7	36-inch CPE Storm Pipe				
2.7.1	4 to 6 Feet Deep	75	LF	346.09	25,956.75
3	Catch Basins, Inlets, and Manholes				
3.1	Type J-8 MH	4	EA	11,182.67	44,730.68
3.2	Inlet Type F	7	EA	10,226.68	71,586.76
4	Pump Station with Diversion Structure and Vortex Unit	1	LS	1,510,608.68	1,510,608.68
5	Stormwater Wells				
5.1	Installation of Wells	2	EA	37,990.90	75,981.80
5.2	Wellhead Structure	2	EA	26,940.01	53,880.02
5.3	Well Testing	2	EA	3,750.00	7,500.00

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
6	Dewatering	1	LS	2,000.00	2,000.00
7	Florida Trench Safety Act Compliance	1	LS	2,625.00	2,625.00
8	Pavement				
8.1	Pavement Removal and Replacement	2500	SY	31.55	78,875.00
8.2	Pavement 70 Mills Thermoplastic Stripping	500	LF	2.50	1,250.00
9	Concrete				
9.1	Sidewalk (4-inch depth)	7000	SF	8.19	57,330.00
9.2	Driveway (6-inch depth)	700	SF	10.11	7,077.00
9.3	FDOT Type F Curb, Mod (4") (Valley Gutter and Type D Included)	1700	LF	27.50	46,750.00
9.4	Water Meter Box Replacement	1	EA	1,000.00	1,000.00
10	Buried V-405 Valves				
10.1	24-inch Valve	1	EA	24,819.08	24,819.08
10.2	30-inch Valve	1	EA	28,213.71	28,213.71
11	2-inch Manual Air Release Assembly	3	EA	10,025.00	30,075.00
12	Pipeline Abandonment	1	LS	6,375.00	6,375.00
13	Demolition	1	LS	7,500.00	7,500.00
14	Water Service Removal and Replacement	10	EA	2,329.86	23,298.60
15	Sanitary Sewer Service Removal and Replacement	10	EA	2,287.12	22,871.20
16	Emergency Generator with Concrete Platform	1	LS	321,323.64	321,323.64
17	Outfall Structure at Pond	1	LS	14,983.47	14,983.47
18	Soft Digs	20	EA	1,840.00	36,800.00
Total of All Extended Bid Unit Prices					\$3,650,821.34

Contingency Allowance \$200,000.00

Building Permit Allowance \$50,000.00

Key Energy Service Allowance \$45,000.00

The Bidder agrees to accept as full payment for the Work proposed under this Project, as herein specified and as shown on the Drawings, the following Total Base Bid amount:

THREE MILLION, NINE HUNDRED FORTY FIVE THOUSAND, EIGHT HUNDRED TWENTY ONE Dollars

(Amount written in words has precedence)

and 34 Cents \$ 3,945,821.34

TOTAL BASE BID \$ 3,945,821.34

SUBCONTRACTORS

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

BEE BROTHERS DEVELOPMENT

Name

7221 NW 1ST STREET PEMBROKE PINES FL 33024
Street City State Zip

OTHERS: TBA

Name

Street City State Zip

Name

Street City State Zip

427475A.GN1

Name

Street

City

State

Zip

Surety

The Hanover Insurance Co

whose address is

440 Lincoln St Worcester

MA 01653

Street

City

State

Zip

Bidder

The name of the Bidder submitting this Bid is

Charley Toppino & Sons Inc

doing business at

mm 8 1/2 US Hwy 1

Rockland Key

AL

33040

Street

City

State

Zip

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

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

Frank P Toppino

President

EDWARD Toppino Sr

Secretary

Daniel P Toppino

Asst Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ___ day of _____ 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 29 day of November 2011.

(SEAL)

Charley Toppin & Sons Inc.
Name of Corporation

By: Frank P. Toppin

Title: President

Attest: Edward Toppin Jr.
Secretary

END OF SECTION

FLORIDA BID BOND

BOND NO. N/AAMOUNT: \$5% of Bid Proposal SubmittedKNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc.8 1/2 Rockland Key, Key West, FL 33040hereinafter called the Contractor (Principal), and The Hanover Insurance Company440 Lincoln Street, Worcester, MA 01653

a corporation duly organized and existing under and by virtue of the laws of the State of ~~Florida~~ ^{New Hampshire}, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: Five Percent of Bid Proposal

DOLLARS (\$5% of Bid Proposal Submitted), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of the George Street Stormwater Basin Improvements, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

GEORGE STREET STORMWATER BASIN IMPROVEMENTS

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

427475A.GN1

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

Signed and sealed this 23rd day of November, 20¹¹.

Charley Toppino & Sons, Inc.

Principal

By: Frank R. Toppino

The Hanover Insurance Company

Surety

By: [Signature]

William L. Parker Attorney-In-Fact
& FL Res. Agent

END OF SECTION

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

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
Charles C. Ball, Ileana M. Bauza, William F. Klefs, Davor I. Mimica and/or William L. Parker

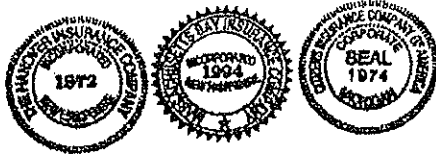
of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

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

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

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

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



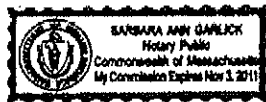
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

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



Notary Public

My commission expires on November 3, 2011

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of November, 2011.

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

Stephen L. Brault, Assistant Vice President

ANTI-KICKBACK AFFIDAVIT

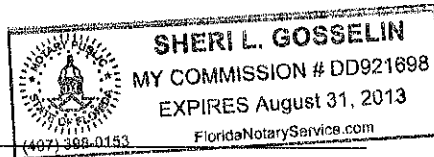
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: Frank P. Tappino
Frank P Tappino

Sworn and subscribed before me this
29 day of NOV, 2011

[Signature]
NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: _____

END OF SECTION

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

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

1. This sworn statement is submitted with Bid or Proposal for George Street Stormwater Basin Improvements, City of Key West, Florida
2. This sworn statement is submitted by Charley Toppino + Sons Inc
(name of entity submitting sworn statement)
whose business address is PO BOX 787
Key West FL 33041 and (if applicable) its Federal Employer
Identification Number (FEIN) is 56-2426906

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement N/A)
3. My name is Frank P Toppino
(please print name of individual signing)
and my relationship to the entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

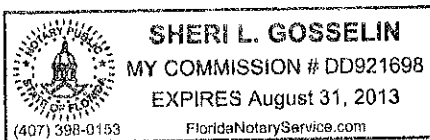
Frank P. Toppino
(signature)
11/29/2011
(date)

STATE OF FL
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Frank P Toppino who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 29 of November, ~~2009~~ ²⁰¹¹.

My commission expires:



[Signature]
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: Charley Tappino + Sons Inc SEAL:

PO Box 787 Key West FL 33041
Address

Frank P. Tappino
Signature

Frank P. Tappino
Print Name

President
Title

DATE: 11/29/2011

CITY OF KEY WEST WELL DRILLER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared by me or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I George Leonard am a duly licensed Florida Water Well Contractor whose contracting business, equipment and employees are properly structured as required by Florida State Statute 373 into a business unit operating under my direct control and physical supervision.

Business Name;

Florida Water Well Contractor License Number:

Tank B Drilling

Street Name and Number:

PO BOX 787

City: Key West

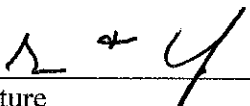
State: FL Zip Code: 33041

Telephone: 305 296 5606 Facsimile: 305 296 5189

I hereby certify that I am familiar with and agree to abide by all applicable local, state, and federal regulations pertaining to repair, installation, and construction, of wells within the State of Florida for the duration of this contract: **George Street Stormwater Basin Improvements** for the City of Key West. I shall abide by the applicable regulations and where occasional conflicts may occur exist between the City's bid specifications and any and all applicable local, state, and federal, regulation(s) the pertinent applicable regulation(s) shall control. These include but are not limited to the following requirements:

- a. Chapter 62-528 UIC Well Regulations, Florida Administrative Code and water well construction standards.
- b. Chapter 62-531 Water Well Contractor Licensing Requirements
- c. Chapter 62-532 Water Well Permitting and Construction Requirements
- d. ASTM C150 Specifications for Portland Cement
- e. AWWA A100 Standards for Water Wells.
- f. These include but are not limited to the following requirements:
 - Neat Cement to be from bottom of casing to top of casing (60 feet).

- Neat Cement to be completed in appropriate methods utilizing tremie pipe.
 - No Additives may be used in the neat cement without the FDEP permission. Based on site conditions documented by geophysical logs.
 - Maintenance of geophysical logs is required.
- g. Licensed Well Driller shall be on site at all times during well operations.
h. Well driller to submit FDEP well completion report with SFWMD well completion report within 2 days of completion to FDEP.

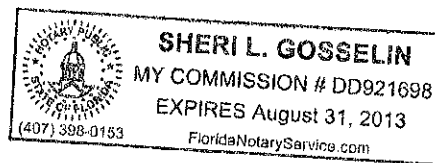

Signature

Marging Member
Title

Sworn and subscribed before me this 29 day of November, 2011


NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.

2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.

3. A Business License Tax Application can be found on the City's web site.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all city zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPINO & SONS (EDWAR) CTINBr:00053558
Location Addr MM 8 1/2 ROCKLAND KEY
Lic NBR/Class 12-00017557 CONTRACTOR - REG ENGINEERING I
Issue Date: September 06, 2011 Expiration Date: September 30, 2012
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS (EDWAR)
EDWARD TOPPINO
P.O. BOX 787
KEY WEST FL 33041

CHARLEY TOPPINO & SONS, INC.

SEPT 06 2011 12:00 PM
CITY OF KEY WEST
BUSINESS TAX RECEIPT
\$309.75
12-00017557

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPINO & S (FRANK RG) CTINDr:0005344
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 12-00023997 CONTRACTOR - REG GENERAL
Issue Date: September 06, 2011 Expiration Date: September 30, 2012
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

This document must be prominently displayed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)
POB 787
KEY WEST FL 33041

2011 SEP 06 09:51 AM
CITY OF KEY WEST
BUSINESS TAX RECEIPT
LIC NBR: 12-00023997
ISSUE DATE: 09/06/11
EXPIRATION DATE: 09/30/12
AMOUNT: \$309.75
TOTAL: \$309.75

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
 Holder must meet all City zoning and use provisions.
 P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPINO & S (FRANK ENG CTINBr:0010428
 Location Addr 2011 FLAGLER AVE
 Lic MBR/Class 12-00023996 CONTRACTOR - REG ENGINEERING I
 Issue Date: September 06, 2011 Expiration Date: September 30, 2012
 License Fee \$309.75
 Add. Charges \$0.00
 Penalty \$0.00
 Total \$309.75
 Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & S (FRANK ENG CHARLEY TOPPINO & SONS, INC.
 FRANK TOPPINO
 P.O. BOX 787
 KEY WEST FL 33041

PERMITS
 2011 3/27/11
 EXPIRES 9/30/12
 2009.75
 1572521
 1572521
 1572521
 1572521

CITY OF KEY WEST
CERTIFICATE OF COMPETENCY

= 121 THIS IS TO CERTIFY THAT

Frank Toppino

is duly registered as a
General Contractor

in conformity with the regulations of the City of Key West

Date Issued: 10/01/11 Exp Date: 09/30/13

By: John P. Wood
CHIEF BUILDING OFFICIAL

CITY OF KEY WEST
CERTIFICATE OF COMPETENCY

= 3064 THIS IS TO CERTIFY THAT

Frank Toppino

is duly registered as a
Engineering Contractor

in conformity with the regulations of the City of Key West

Date Issued: 10/01/11 Exp Date: 09/30/13

By: John P. Wood
CHIEF BUILDING OFFICIAL

CITY OF KEY WEST
CERTIFICATE OF COMPETENCY

= 473 THIS IS TO CERTIFY THAT

Edward Toppino Sr.

is duly registered as a
Engineering Contractor

in conformity with the regulations of the City of Key West

Date Issued: 10/01/11 Exp Date: 09/30/13

By: John P. Wood
CHIEF BUILDING OFFICIAL

Ac# 5657834

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 111072600819

DATE

SAVCE NUMBER

LICENSE NBR

08/26/2011

110016824

RG00045369

THIS GENERAL CONTRACTOR

NAMED BELOW HAS REGISTERED

UNDER THE PROVISIONS OF CHAPTER 489, F.S.

EXPIRATION DATE: AUG 31, 2013

(INDIVIDUAL MUST MEET ALL LICENSE REQUIREMENTS)

REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA

MORNING FRANK P.

CHARLEY TOPPINO & SONS, INC

POST OFFICE BOX 787

KEY WEST

FL 33041-0787



RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name T AND B DRILLING LLC CtlNbr:0018407
Location Addr M M 9 ROCKLAND KEY
Lic NBR/Class 12-00022594 CONTRACTOR - SPEC WELL DRILLING
Issue Date: August 31, 2011 Expiration Date: September 30, 2012
License Fee \$98.70
Add. Charges \$0.00
Penalty \$0.00
Total \$98.70

Comments: LEONARD, GEORGE, QUALIFIER

KARL SICKLE, SECONDARY QUALIFI

This document must be prominently displayed.

T AND B DRILLING INC

T AND B DRILLING LLC

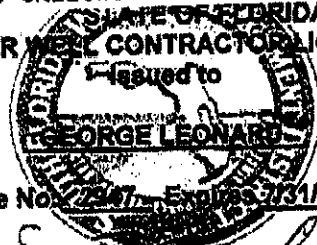
P.O. BOX 787

KEY WEST FL 33041

Operator: GEORGE LEONARD License Type: GC License # 12-00022594
District: 0001
City: KEY WEST
State: FL
Issue Date: 8/31/11
Expiration Date: 9/30/12
Fees: \$98.70
Penalty: \$0.00
Total: \$98.70
Trans. Date: 9/21/11

REGIONS-OKEECHOBEE

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE



License No. 12-00022594 Expires 9/30/2013

George Leonard
DISTRICT CERTIFICATION OFFICER

to: Danny Toppio

**2011 / 2012
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2012**

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT # 46110-89800

Owner Name: EDWARD TOPPINO SR
Mailing Address: P O BOX 787
KEY WEST, FL 33041

Business Location: 8.5 ROCKLAND KEY
KEY WEST, FL 33040
Business Phone:
Business Type: PROFESSIONALS (ENG CLASS I CC 749 A)

Rooms Seats Employees Machines Stalls

Tax Amount	Number of Machines:		For Vending Business Only		Vending Type		Collection Cost	Total Paid
	Transfer Fee	Sub-Total	Penalty	Prior Years				
30.00	0.00	30.80	0.00	0.00			0.00	30.00

Paid 123-10-00007867 08/26/2011 30.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

**2011 / 2012
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2012**

Business Name: CHARLEY TOPPINO & SONS, INC. RECEIPT # 30140-89799

Owner Name: FRANK TOPPINO Business Location: NM 8-9 US HWY 1
Mailing Address: BOX 787 KEY WEST, FL 33040

KEY WEST, FL 33040 Business Phone: Business Type: CONTRACTORS (GEN CONT/ENGINEERING CONT)

Rooms Seats Employees Machines Stalls

70

STATE LICENSE: ENG1 131A

Tax Amount	Number of Machines:		For Vending Business Only		Vending Type:		Collection Cost	Total Paid
	Transfer Fee	Sub-Total	Penalty	Prior Years				
250.00	0.00	250.00	0.00	0.00		0.00	0.00	250.00

Paid 123-10-00007866 08/26/2011 250.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

**2011 / 2012
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2012**

Business Name: T AND B DRILLING LLC

RECEIPT # 30140-99340

Owner Name: FRANK P TOPPINO
Mailing Address: PO BOX 787
KEY WEST, FL 33041

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

Business Phone: 305-296-5606
Business Type: CONTRACTORS (WELL DRILLING)

Rooms

Seats

Employees
5

Machines

Stalls

STATE LICENSE: 2947 EXP 7-31

Number of Machines:		For Vending Business Only		Vending Type:		Collection Cost	Total Paid
Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Verding Type:		
20.00	0.00	20.00	0.00	0.00	0.00	0.00	20.00

Paid 123-10-00007937 08/31/2011 20.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

**2011 / 2012
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2012**

Business Name: MONROE CONCRETE PRODUCTS, INC

RECEIPT # 39140-67814

Owner Name: FRANK AND GEORGE TOPPING
Mailing Address: PO DRAWER 1149
KEY WEST, FL 33041

Business Location: MM 9 ROCKLAND KEY
KEY WEST, FL 33040
Business Phone: 305-296-9164
Business Type: MANUFACTURING (MANUFACTURING
CONCRETE)

Rooms

Seats

Employees

10

Machines

Stalls

Tax Amount	Number of Machines:				For Wending Business Only		Wending Type:		Total Paid
	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost				
30.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	30.00	

Paid 123-10-00007871 08/26/2011 30.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

BIDDER'S CHECKLIST

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

- | | | |
|-----|--|-------|
| 1. | All Contract Documents thoroughly read and understood. | [✓] |
| 2. | All blank spaces in Proposal filled in, using black ink. | [✓] |
| 3. | Total and unit prices added correctly. | [✓] |
| 4. | Addenda acknowledged. | [✓] |
| 5. | Subcontractors are named as indicated in the Proposal. | [✓] |
| 6. | Experience record included. | [✓] |
| 7. | Bid signed by authorized officer. | [✓] |
| 8. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [✓] |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [✓] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [✓] |
| 11. | Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and six copies. | [✓] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [✓] |
| 13. | Bidder must provide satisfactory documentation of State Licenses. | [✓] |

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	

<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> <p style="text-align: center;"><i>(attach Continuation Sheet(s))</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p style="text-align: center;"><i>SF-LLLA, if necessary)</i></p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Frank P. Toppino</u></p> <p>Print Name: <u>Frank P Toppino</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>305 296 5606</u> Date: <u>11/29/2011</u></p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p>

FORM DEP 55-221 (01/01)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING
ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: _____
 F.A.P. NO.: _____
 PARCEL NO.: _____
 COUNTY OF: MONROE
 BID LETTING OF: _____

I, Frank P Topping, hereby
 declare that I am President of Charley Topping & Sons Inc.
 Of Key West, FLORIDA

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

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

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

NONE

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR:

(Seal)

BY: Frank P Toppino President
NAME AND TITLE PRINTED

WITNESS: [Signature]

BY: [Signature]
SIGNATURE

WITNESS: Shari L. Gosse

Executed on this 29th day of November, 2011

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Trench Box</u>	<u>LS</u>	<u>1</u>	<u>\$1,000</u>	<u>\$ 1,000</u>
B. _____	_____	_____	_____	_____

Frank P. Toppino
Signature
11/29/2011
Date

STATE OF FLORIDA
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

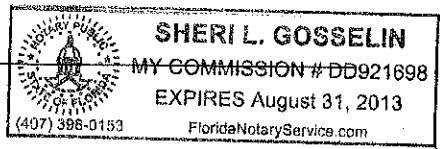
Frank P. Toppino who, after first being sworn by me affixed his /her signature in the space,

provided above on the 29 day of November, 202011

[Signature]
Notary Public

(Seal)

MY COMMISSION EXPIRES:



SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned **hereby certifies** that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, 2011 Nov 29th

By Frank P. Tappino

Authorized Signature/Contractor

Frank P Tappino President

Typed Name/Title

Charley Tappino & Sons Inc

Contractor's Firm Name

mm 8 1/2 US Hwy 4

Street Address

Building, Suite Number

Key West, FL 33040

City/State/Zip Code

305 296 5606

Area Code/Telephone Number

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

PAST PERFORMANCE

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino has estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 5 years ago.

CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FL 33041
305 292-8195

PROJECTS:

1.) White Street Pump Station - 2009 to 2010

\$ 1,645,000 Bond Yes
CH2M- HILL - Andrew Smyth - 305.509.2930

SCOPE OF WORK – Work required for the construction of a stormwater pump station consisting of a 48 inch Stormwater sewer from existing MH-02-0 to the Diversion Structure, Vortex Unit, Stormwater Pump Station with two pumps, modification of the two existing drainage wells wellhead, standby generator with elevated platform, electrical, I&C, storm drainage piping to connect the different units, and other appurtenances necessary to complete work.

2.) Stormwater Gravity Injection Wells Phase V - 2009 to 2010

\$ 1,998,385.68 Bond Yes
CH2M- HILL - Andrew Smyth - 305.509.2930

SCOPE OF WORK – Installation of Ten (10) gravity injection wells, with triple chamber baffle boxes, catch basins, drainage pipes, pavement and curb restoration, ADA compliant sidewalk restoration

3.) Stormwater Gravity Injection Wells Phase VI - 2009 to 2010

\$ 1,989,225.31 Bond Yes
Perez Engineering – Andy Patow – 305-797-1539

SCOPE OF WORK – Improvements to the City Key West, Florida drainage system to reduce flooding and pre-treat stormwater runoff. The project consisted of Installation of Ten (10) gravity injection wells, with triple chamber baffle boxes, catch basins, drainage pipes, pavement and curb restoration, ADA compliant sidewalk restoration.

FLORIDA KEYS AQUEDUCT AUTHORITY
100 Kennedy Drive
Key West, FL 33040
305 296-2454 Jim Reynolds

PROJECTS:

4.) Big Coppitt Wastewater Collection System - Contract #3 2007 to 2008
\$ 9,917,000 Bond Yes
Boyle Engineering Corp – (239) 278-7996 - HDR - Neal Poteet – 305-772-4676

SCOPE OF WORK - Construction of 34,000 + LF of new Sanitary sewer, 1500 + Service Laterals. Develop & Install 10 Lift Stations, 2500 + LF of Force Main & Services. Full asphalt replacement and/or Restoration throughout Big Coppitt Key, FI

CITY OF KEY COLONY BEACH, FLORIDA
600 West Ocean Dr
Key Colony Beach, FL 33051
Mayor - Ron Sutton – 305-289-1212

PROJECTS:

5.) SFMWMD FY 10 Stormwater Improvements 2010
\$ 276,100.00 Bond Yes
Mittauer & Associates, Inc. – Consulting Engineers - 904-278-0030

SCOPE OF WORK – Furnishing and installing all labor, materials, tools and equipment Necessary to construct all work associated with wells. All demolition, sitework, utility work, erosion controls, precasting, drilling, concrete work, and all restoration to provide owner with a complete an operable gravity injection well system in conformance with contract specifications.