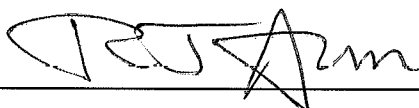


Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 525 Angela Street, Key West, Florida 33040
Project Title: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT
Project: IB #10-004

BIDDER'S INFORMATION

Name: Charley Toppino & Sons Inc
Address: P.O. Box 7187
Key West, FL 33041
Contact Name: Ronald J Armstrong
Email: TOPPKW @ AOL.com
Telephone: 2965606
Fax: 2965189
Signature:  **Date:** 6/22/10

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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 that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of two hundred fifty dollars (\$250.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, _____
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued

are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

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.”

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

IB #10-004: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

LUMP SUM BID PRICE

\$ 372,871.20

Bid Total in Words

THREE HUNDRED & SEVENTY TWO THOUSAND, EIGHT HUNDRED & SEVENTY ONE DOLLARS----20/100

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

The Schedule of Values (unit prices) shall include at a minimum of the following:

Item #	Description	Qty	Units	Unit Price	Total
1	Mobilization/Demobilization	1	each	14,800	\$14,800.00
2	Cost for removal and disposal of old wood decking	30,000	Sq. ft.	1.23	\$36,900.00
3	Composite Material Only	18,000	Sq. ft.	8.10	\$145,800.00
4	Composite Material Installation Labor Only	18,000	Sq. ft.	2.96	\$53,280.00
5	Wood Material Only	12,000	Sq. ft.	3.36	\$40,320.00
6	Wood Material Installation Labor Only	12,000	Sq. ft.	2.21	\$26,520.00
7	Remove/Install Pedestals	40	each	239.63	\$9,585.20

8	Remove/Install Light Posts	12	each	251.00	\$3,012.00
9	Remove/Install Transformers	15	each	378.00	\$5,670.00
10	Remove/Install Fire Hose Cabinets	10	each	240.00	\$2,400.00
11	Remove/Install Gas Pumps	4	each	400.00	\$3,200.00
12	Remove/Install Gas Hose Reels	8	each	200.00	\$1,600.00
13	Remove/Install Sewer Pumps	2	each	3,900.00	\$7,800.00
14	Remove/Install Cable Boxes	4	each	246.00	\$984.00
15	Removal/Install/Replacement of other items (ladders, hose bibs, etc)	1	each	6,000.00	\$6,000.00
16	Contingency	1	each	\$15,000	\$15,000
TOTAL					

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

ALTERNATE PRICING IF ONLY COMPOSITE MATERIAL IS USED

Item #	Description	Qty	Units	Unit Price	Total
3a	Composite Material Only Harborwalk and Piers	30,000	Sq. ft.	9.05	\$271,500.00
4a	Composite Material Installation Labor Only Harborwalk and Piers	30,000	Sq. ft.	2.00	\$60,000.00

ALTERNATE STRINGER REPLACEMENT

Item #	Description	Qty	Units	Unit Price	Total
17	2X6 Pressure Treated Wood-material and labor	400	Linear ft.	3.00	\$1,200.00

SUBCONTRACTORS

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

Portion of Work: None

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: Charley Tappin & Sons, Inc.

Doing business at P.O. Box 787

City Key West State FL Zip 33041

Telephone No. 305 296 5006

This address is where all communications concerning this Bid 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:

Name	Title
Frank P. Toppino	President

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 22 day of June, 2010.

(SEAL)

Name of Corporation Charley Toppino & Sons, Inc.

By: Frank P. Toppino

Title: President

Attest: [Signature]

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2010.

Signature of Bidder _____

Title _____

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

PROJECT IB #10-004: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

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

1. This sworn statement is submitted with Bid, Bid or Contract No. 10-004 for Key West Bight Harbor Walk/Dock Board Replacement.
2. This sworn statement is submitted by Charley Toppino & Sons, Inc.
(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 592426906 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
3. My name is Frank P. Toppino and my relationship to
(Please print name of individual signing)
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 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, 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 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.

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.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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)
6/22/10
(Date)

STATE OF FL
COUNTY OF Monroe

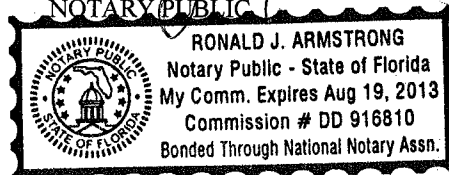
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 22 day of June, 2010.

My commission expires:

Ronald J. Armstrong
NOTARY PUBLIC



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

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

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

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

Business Name Charley Toppino & Sons Inc. Phone: 305 2965606

Current Local Address: (P.O Box numbers may not be used to establish status) Fax: 305 2965189

US Hwy #1 MM 8.5 Rockland Key
Key West, FL 33040

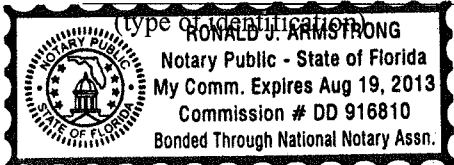
Length of time at this address 30 yrs

Frank P. Toppino
Signature of Authorized Representative

6/22/10
Date

STATE OF FL
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 22 day of June, 2010.
By Frank P. Toppino, of CTS
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification



Ronald J. Armstrong
Signature of Notary
Ronald J. Armstrong
Print, Type or Stamp Name of Notary

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

Project Manager
Title or Rank

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT \$ -----5%-----

KNOW ALL MEN BY THESE PRESENTS, that

Charley Toppino & Sons, Inc., hereinafter called the PRINCIPAL, and The Hanover Insurance Company, a corporation duly organized under the laws of the State of New Hampshire having its principal place of business at 440 Lincoln Street, Worcester, MA 01653 in the State of Massachusetts and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto hereinafter called the Obligee, in the sum of 5% of Bid Proposal Submitted ----- DOLLARS (\$-----5%-----) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT said Bid, by reference thereto, being hereby made a part hereof.

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

KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon

demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 10th day of, June 2010.

Charley Toppino & Sons, Inc.

PRINCIPAL

Frank P. Toppino
By

The Hanover Insurance Company

SURETY

William L. Parker

Attorney-In-Fact

William L. Parker, Attorney-in-Fact & FL Res Agent

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. Kleis, 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.



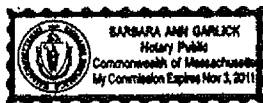
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

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 10th day of June, 20 10

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

Stephen L. Breuil, Assistant Vice President



THE CITY OF KEY WEST


Key West Bight
201 William Street
Key West, FL 33040

ADDENDUM 1: IB #: 10-004
KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT:
June 7, 2010

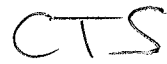
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. The IB incorrectly identified the Composite Decking as 5/4"x 6" Timbertech Grey (shall match existing composite decking on D-dock) or equivalent. It should have stated 2"x 6" Timbertech DockSider Plank Grey (shall match existing composite decking on D-dock) or equivalent.

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



Signature



Name of Business



THE CITY OF KEY WEST

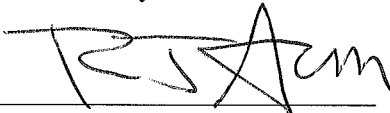
Key West Bight
201 William Street
Key West, FL 33040

ADDENDUM 2: IB #: 10-004
KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT:
June 16, 2010

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

1. The IB incorrectly stated in Section 4, Page 9 that Performance and Payment Bonds are not required as part of this contract. This is incorrect. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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



Signature



Name of Business

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787

KEY WEST, FL 33041

305 296-5606

PAST PROJECTS

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 3 years ago.

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: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES

2.) MONROE COUNTY

1100 SIMONTON STREET
KEY WEST, FL 33040
305 292-4426

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

PROJECTS:

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

3.) FLORIDA DEPT OF TRANSPORTATION

605 Suwannee Street
Tallahassee, FL 32399-0450

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

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

3.) SAUER INC.

11223 PHILLIPS PARKWAY DR EAST
JACKSONVILLE, FL 32256-15274
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
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WEATHER STATION, KEY WEST	\$366,000	BOND YES
NAVAL RESEARCH LAB	\$100,000	BOND NO
REPAIR MARINE OPS, COAST GUARD	\$337,000	BOND NO

4.) FLORIDA KEY AQUADUCT AUTHORITY

1100 KENNEDY DRIVE
KEY WEST, FL 33040
305 296-2454

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

PROJECTS:

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

5.) GULF BUILDERS

P.O. BOX 668307
POMPANO BEACH, FL 33066
954 583-5115

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

PROJECTS:

ROOSEVELT GARDENS HOUSING PROJECT	\$1,256,000	BOND	YES
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6.) BJ&K CONSTRUCTION

970 WEST MCNAB ROAD
FORT LAUDERDALE, FL 33309
954 974-7744

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

PROJECTS:

MERIDIAN WEST APARTMENTS	\$1,700,000	BOND	YES
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7.) HEERY INTERNATIONAL

1625 DENNIS STREET

KEY WEST, FL 33040
305 293-3008

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

PROJECTS:

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

8. COASTAL CONSTRUCTION

5959 BLUE LAGOON DR
STE 200
MIAMI, FL 33126

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

PROJECTS:

SUGARLOAF ELEMENTARY SCHOOL:	\$2,300,000	BOND	YES
BEACHSIDE CONDOS	\$2,665,000	BOND	YES

9.) HISTORIC TOURS OF AMERICA

201 FRONT STREET
Key West, Florida 33040

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

PROJECTS:

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

10.) DEMOYA GROUP

12209 S. DIXIE HWY
MIAMI, FL 33156 305 255-5713

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

PROJECTS:

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

11.) DL PORTER

6574 PALMER CIRCLE
SARASOTA, FL 34238

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

PROJECTS:

HOMELAND SECURITY, KEY WEST	\$ 231,600.00	BOND NO
KEY WEST INTERNATIONAL AIRPORT	\$ 724,000.00	BOND NO
SANTA MARIA HOTEL	\$ 225,000.00	BOND NO
COUCH HARBOR	\$ 210,000.00	BOND NO
ATLANTIC SHORES DEMO & SITEWORK	\$1,011,000.00	BOND NO
TRUMAN HOTEL SITEWORK	\$ 55,000.00	BOND NO

12. HARRY PEPPER & ASSOCIATES

215 CENTURY 21 DRIVE
JACKSONVILLE, FL 32216

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

PROJECTS:

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

13. BRPH

3275 SUNTREE BLVD
MELBOURNE, FL 32940

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

PROJECTS:

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO

TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO
NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO

14. DOOLEY MACK CONTRACTORS
5800 LAKEWOOD RANCH BLVD.
SARASOTA, FL 34240

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. DORADO/CONQUISTADOR
541 N. PALMATTO AVE.
SUITE 104
SANFORD, FL 32771

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

BOCA CHICA AIRFIELD VEGETATION \$1,057,126.00 BOND YES

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

SCOPE OF WORK: DEMOLITION, SITEWORK, BUILDING.

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

CHARLEY TOPPINO & SONS, INC.

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

City Clerk
City of Key West
525 Angela Street
Key West, FL 33040

June 23, 2010

SUBJECT: EXISTING LEGAL ACTION AGAINST BIDDER
FOR: KEY WEST BIGHT HARBOR WALK/DOCK BOARD
REPLACEMENT

To Whom It May Concern:

The purpose of this letter is to state that CHARLEY TOPPINO & SONS, INC. has no current or past legal actions within the past three years.

If you require any additional information please advise.

Sincerely;
CHARLEY TOPPINO & SONS, INC.



Ronald J. Armstrong
Project Manager