

NOTE TO BIDDER: Use preferably black ink or typewritten for completing this Bid Form.

BID FORM

To: The City of Key West

Address: 1300 White Street, Key West, Florida 33040

Project Title: Re-Bid Southernmost Point Plaza Roadway Project
ITB #26-005

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

Company Name: Charley Toppino & Sons, Inc

Contact Name & Telephone #: Andrew Toppino; 305-296-5606

Email Address: Atoppino@charleytoppino.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, 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 they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, and satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid.

CONTRACT EXECUTION AND BONDS

The successful Bidder agrees that, if this bid is accepted, they will, within ten (10) working days, excluding Sundays and legal holidays, after receiving the Notice of Award, sign and return the Contract in the form annexed hereto, or as may be mutually agreed upon during any negotiation process, and deliver it to the City. At that time, the Bidder shall also provide to the City examples of the Performance Bond and Payment Bond as required in the Contract Documents, the required Certificate of Insurance (COI), and evidence of holding any necessary licenses and certificates.

Furthermore, the Bidder agrees that, to the extent of their bid, they will furnish all machinery, tools, apparatus, and other means of construction, and will perform all work and provide all materials necessary to complete the work as specified or indicated in the Contract Documents.

If any modifications to the contract are made during the negotiation process, the City will issue a revised version of the Contract to the Bidder along with the Notice of Award. The Bidder shall have ten (10) working days to review, sign, and return the revised Contract, along with the required documentation as outlined above.

Within ten (10) working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will execute the Contract by signing it. Execution of the Contract will be deemed complete upon signatures from both parties.

Re-Bid Southernmost Point Plaza Roadway Project – LUMP SUM:

BID PROPOSAL FORM

The Bidder shall submit a Schedule of Values with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder may considered non-responsive if Schedule of Values is not included in the Bid package.

Item No.	Description	Amount
1	Mobilization, General/Supp Conditions and Demobilization (5% of Construction Cost Max.)	\$ 215,000.00
2	Payment and Performance Bonds	\$ 150,000.00
3	Southernmost Point Plaza Roadway Construction (Includes all labor, equipment, & materials for a complete project)	\$ 3,369,070.10
4	Lump Sum Total	\$ 3,734,070.10

LUMP SUM TOTAL: Re-Bid Southernmost Point Plaza Project

\$ 3,734,070.10

In Words: Three Million Seven Hundred Thirty Four Thousand Seventy Dollars & Ten Cents

Item No.	Add/Alt Item Description	Unit/Cost Type	Amount
1	Benches (Hardscape Plan)	Cost Per Bench	\$ 1,250.00
2	Acidification Drainage/Stormwater Plan	Lump Sum	\$ 2,500.00
3	Date Palm Trees (Tree/Landscape Plan)	Cost Per Tree	\$ 8,000.00
4	Temporary Fencing in Lieu of Navy Permanent Fencing on Whitehead St. (Sheet No. R-12 Drawings)	Cost Per 8' Temporary Fencing Panel	\$ 500.00
5	Well Restoration/Rehabilitation – Whitehead St (Drainage Plan)	Lump Sum	\$ 35,040.00
6	Transplant All Existing Trees (25) per Tree Disposition Plan (13 Thatch Palm, 10 Cabbage Palm, 1 Spanish Stopper, 1 Cinnamon Tree)	Lump Sum	\$ 54,980.00
7	Watering Transplanted Trees for 2 Months (3 visits/week, 24 total waterings)	Unit Cost Per Watering Event	\$ 30,000.00
8	All Electrical Lighting Components (17 Beacon Light Poles, 17 Footings, Conduits, Wiring, Panel & Load Center)	Lump Sum	\$ 409,995.00
9	ADA Compliant Linear Detectable Directional Bar Warning Pavers, including all necessary labor, materials, and equipment for installation per ADA guidelines as a Lump Sum Value.	Lump Sum	\$ 11,000.00

Total Lump Sum Bid With Add/Alternates: \$ 4,287,335.10

In Words: Four Million Two Hundred Eighty Seven Thousand Three Dollars & Ten Cents
Hundred Thirty Five

A	B	C	D	E	F	
1	RE-BID SOUTHERNMOST POINT PLAZA PROJECT IMPROVEMENTS					
2	BID PROPOSAL FORM					
3						
4						
5	Description					
	Pay Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
6	101-1	MOBILIZATION	1	LS	\$365,000.00	\$365,000.00
7	102-1	MAINTENANCE OF TRAFFIC	1	LS	\$330,000.00	\$330,000.00
8	104-15	SOIL TRACKING PREVENTION DEVICE	2	EA	\$5,000.00	\$10,000.00
9	104-18	INLET PROTECTION SYSTEM	5.00	EA	\$200.00	\$1,000.00
10	107-1	LITTER REMOVAL	0.98	AC	\$2,500.00	\$2,450.00
11		DEMOLITION	1	LS/AC	\$395,000.00	\$395,000.00
12	110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	1,737	SY	\$50.00	\$86,850.00
13	120-1	REGULAR EXCAVATION	11	CY	\$450.00	\$4,950.00
14	120-6	EMBANKMENT	359	CY	\$280.00	\$100,520.00
15	285-704	LIMEROCK STABILIZED BASE (LBR 100) - 6" (STABILIZATION)	2,802	SY	\$78.00	\$218,556.00
16	285-706	OPTIONAL BASE, BASE GROUP 6, TYPE B-12.5	2349	SY	\$122.00	\$286,578.00
17	327-70-05	MILLING EXISTING ASPHALT PAVEMENT (2" AVG. DEPTH)	501	SY	\$42.00	\$21,042.00
18	334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	317	TN	\$421.00	\$133,457.00

	A	B	C	D	E	F
19	425-11	INLET, MODIFY	1	EA	\$5,400.00	\$5,400.00
20	425-1201	INLETS, GUTTER, TYPE 9, <10'	13	EA	\$10,700.00	\$139,100.00
21	425-1203	INLETS, GUTTER, TYPE 9, J BOT <10'	2	EA	\$16,000.00	\$32,000.00
22	425-1-312A	INLET TOP, TYPE P-11, <10'	2	EA	\$13,400.00	\$26,800.00
23	425-2-41	MANHOLES, P- 7, <10'	4	EA	\$14,230.00	\$56,920.00
24	425-2-71	MANHOLE, J-7, <10'	2	EA	\$16,000.00	\$32,000.00
25	425-2-74	MANHOLE, J-7, <10' CONTROL STRUCTURE	1	EA	\$45,000.00	\$45,000.00
26	425-4	INLETS, ADJUST	1	EA	\$3,325.00	\$3,325.00
27	425-5-1	MANHOLE, ADJUST	6	EA	\$4,200.00	\$25,200.00
28	425-6	VALVE BOXES, ADJUST	53	EA	\$500.00	\$26,500.00
29	430-17-41-18	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	319	LF	\$370.00	\$118,030.00
30	430-17-41-24	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	598	LF	\$380.00	\$227,240.00
31	430-941	DESILT PIPE, 0-24"	48	LF	\$150.00	\$7,200.00
32	444-7211	DEEP WELL CLEANING, 24"	120	LF	\$292.00	\$35,040.00
33	520-1-10	CONCRETE CURB AND GUTTER (TYPE "F")	1761	LF	\$70.00	\$123,270.00

A	B	C	D	E	F
34	PAVEMENT MARKINGS				
35	520-2-4 CONCRETE CURB, TYPE D	52	LF	\$85.00	\$4,420.00
36	527-2 DETECTABLE WARNING	89	SF	\$124.00	\$11,036.00
37	700-1-111 SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	25	EA	\$2,100.00	\$52,500.00
38	700-1-600 SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	23	EA	\$700.00	\$16,100.00
39	706-1-110 RAISED PAVEMENT MARKER, TYPE INTERNALLY ILLUMINATED	34	EA	\$7.00	\$238.00
40	710-11-101 PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	0.337	GM	\$4,900.00	\$1,651.30
41	710-11-121 PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR PARKING SPACES, 6"	84	LF	\$5.00	\$420.00
42	710-11-123 PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	264	LF	\$6.00	\$1,584.00
43	710-11-125 PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	69	LF	\$8.00	\$552.00
44	710-11-160 PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	13	EA	\$500.00	\$6,500.00
45	710-11-201 PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.09	GM	\$4,900.00	\$441.00
46	710-11-231 PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	0.102	GM	\$4,900.00	\$499.80
47	710-11-421 THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"	31	LF	\$10.00	\$310.00

A	B	C	D	E	F
48	710-12-290 PAINTED PAVEMENT MARKINGS, DURABLE PAINT, YELLOW, ISLAND NOSE	4	SF	\$300.00	\$1,200.00
49	710-90 PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$10,000.00	\$10,000.00
50	711-11-121 THERMOPLASTIC, STANDARD, WHITE, SOLID, 6" FOR PARKING SPACES	84	LF	\$9.00	\$756.00
51	711-11-123 THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	264	LF	\$20.00	\$5,280.00
52	711-11-125 THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	69	LF	\$21.00	\$1,449.00
53	711-11-160 THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	13	EA	\$600.00	\$7,800.00
54	711-11-421 THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"	31	LF	\$100.00	\$3,100.00
55	711-14-160 THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	8	EA	\$600.00	\$4,800.00
56	711-16-101 THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.337	GM	\$7,000.00	\$2,359.00
57	711-16-201 THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.09	GM	\$7,000.00	\$630.00
58	711-16-231 THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	0.102	GM	\$7,000.00	\$714.00
59	DECORATIVE CROSSWALKS	491	SF	\$40.00	\$19,640.00
60	NS-1 STRIPING-SOLID 6" RED (CURB)	20	LF	\$5.00	\$100.00
61	ELECTRICAL				
62	630-2-11 CONDUIT, FURNISH & INSTALL, OPEN TRENCH	1704	LF	\$85.00	\$144,840.00

	A	B	C	D	E	F
63	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	47	LF	\$350.00	\$16,450.00
64	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE ELECTRICAL POWER SERVICE, FURNISH & INSTALL, UNDERGROUND,	22	EA	\$1,500.00	\$33,000.00
65	639-1-122	METER PURCHASED BY CONTRACTOR	100.0%	AS	\$7,000.00	\$7,000.00
66	639-3-11	ELECTRICAL SERVIC(Includes Nema-3R Disconnect Switch) PO CONDUIT	100.0%	AS	\$7,000.00	\$7,000.00
67	715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED NO. 8-6	5359	LF	\$5.00	\$26,795.00
68	715-7-11	LOAD CENTER, F& SECONDARY VOLTAG	1	EA	\$10,000.00	\$10,000.00

A	B	C	D	E	F
1	715-500-11 POLE CABLE DISTRIBUTION SYSTEM, F&I, ALTERNATE SYSTEM, CONVENTIONAL	17	EA	\$700.00	\$11,900.00
2	715-6-1100 LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 12' MOUNTING HEIGHT, O' ARM	17	EA	\$9,000.00	\$153,000.00
3	LANDSCAPE/HARDSCAPE ITEMS				
4	LARGE CANOPY TREES	9	EA	\$7,000.00	\$63,000.00
5	MEDIAN CANOPY TREES	17	EA	\$4,200.00	\$71,400.00
6	CABBAGE PALMS	1	EA	\$2,500.00	\$2,500.00
7	THRINAX PALMS	5	EA	\$2,700.00	\$13,500.00
8	MEDJOOOL DATE PALMS	3	EA	\$8,000.00	\$24,000.00
9	SHRUBS/GROUNDCOVERS	72	EA	\$250.00	\$18,000.00
10	TRUCK WATERING 2 MONTHS - 8 DAYS OF WATER - REFILL BAGS 1X WEEK	8	DAY	\$3,750.00	\$30,000.00
11	TREE REMOVALS 1 SMALL, ONE MEDIUM, AND ONE LARGE, 3 PALMS	1	LS	\$1,000.00	\$1,000.00
12	TREE PROTECTION FENCING	75	LF	\$500.00	\$37,500.00
13	PALM RELOCATIONS	21	EA	\$2,380.00	\$49,980.00
14	TREE RELOCATIONS 2 SMALL	2	EA	\$2,500.00	\$5,000.00

A	B	C	D	E	F
15	STANDARD CONCRETE SIDEWALK 4" DEPTH	1175	SY	\$168.00	\$197,400.00
16	SPECIALTY CONCRETE SIDEWALK 4" DEPTH	1756	SF	\$35.00	\$61,460.00
17	STANDARD CONCRETE DRIVEWAY 6" DEPTH	3494	SF	\$28.00	\$97,832.00
18	FLEXI-PAVE	1370	SF	\$34.00	\$46,580.00
19	PLANTERS	66	LF	\$1,250.00	\$82,500.00
20	REMOVABLE BOLLARDS	3	EA	\$5,000.00	\$15,000.00
21	TRASH RECEPTACLES	9	EA	\$3,360.00	\$30,240.00
22	BIKE RACKS	2	EA	\$2,100.00	\$4,200.00
23	CONCRETE BENCHES	11	EA	\$1,250.00	\$13,750.00
24					
25	<p>Note (1) Bidders are informed that quantities indicated are estimates to allow comparison of bids, and do not represent exact quantities that will be used over the duration of the contract.</p>				
26					
27					
28					
29					
30					
31					
32					

List items to be performed by Contractor's own forces and the estimated total cost of these items:

Item Description	Cost
Drainage, Grading, Inlets, Sidewalk, Curbs, Flatwork	\$ 2,787,985
Hardscape Items	\$ 522,022.00
	\$
	\$
	\$

SUBCONTRACTORS

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

K.B. Industries, Inc.
 Name
 4600 140th Ave N. Ste 200, Clearwater, FL, 33762
 Street City State Zip

General Asphalt Co., Inc
 Name
 4850 Northwest 72nd Ave, Miami, FL, 33166
 Street City State Zip

All Smooth Lawn Maintenance & Landscaping
 Name
 15890 SW 200th Street, Miami, FL, 33187
 Street City State Zip

Pedro Falcon Contractors, Inc
 Name
 31160 Ave C, Big Pine Key, FL, 33043
 Street City State Zip

SURETY

Travelers Casualty and Surety Company of America whose address is

One Tower Square, Hartford, CT, 06183
Street City State Zip

BIDDER

The name of the Bidder submitting this bid is

Charley Toppino & Sons, Inc doing business at

PO Box 787, Key West, FL, 33041
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:

<u>Richard Toppino</u>	<u>Paul Toppino</u>
<u>John Toppino</u>	<u>Andrew Toppino</u>
<u>Ashley Peattie</u>	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set their (its) hand this _____ day of _____ 2026.

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 5 day of MAR 2026.

(SEAL)

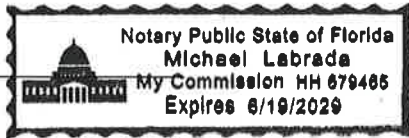
Charley Toppino & Sons, Inc
Name of Corporation

By [Signature]
Title President
Attest [Signature]

Sworn and subscribed before this 5 day of MAR, 2026

Michael Labrada
NOTARY PUBLIC, State of FL, at Large

My Commission Expires:



EXPERIENCE OF BIDDER

The Bidder states that they are experienced and has completed similar projects within the last 5 years.

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

SEE ATTACHED PAST PROJECTS LIST

FLORIDA BID BOND

BOND NO. N/A
AMOUNT: \$ Five Percent of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that _____

Charley Toppino & Sons, Inc.

Hereinafter called the Principal, and Travelers Casualty and Surety Company of America

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

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

_____ in the State of Connecticut

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

City of Key West

hereinafter called the Obligee, in the sum of Five Percent of Bid Proposal Submitted

Dollars (\$ -----5%-----) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting his or its bid for **ITB # 26-005/ Re-Bid Southernmost Point Plaza Project** said bid, by reference thereto, being hereby made a part hereof.

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

ITB 26-005 / Re-Bid Southernmost Point Plaza Roadway Project

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

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

Signed and sealed this 9 day of March, 2026.

Principal Charley Toppino & Sons, Inc.

By 

STATE OF Florida)
: SS
COUNTY OF Monroe)

Travelers Casualty and Surety Company of America

Surety
By 

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William L. Parker** of **MIAMI Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9 day of March 2026



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ANTI - KICKBACK AFFIDAVIT

STATE OF FL)
 : SS
COUNTY OF MONROE)

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

By: [Signature]

Sworn and subscribed before me this 5 day of MAR, 2026.

[Signature]
NOTARY PUBLIC, State of FL at Large

My Commission Expires:



SWORN STATEMENT UNDER SECTION 287.133(3)(A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with bid or proposal for ITB 26-005
Southernmost Point Plaza

2. This sworn statement is submitted by Charley Toppino & Sons, Inc
(Name of entity submitting sworn statement)

whose business address is PO Box 787, Key West, FL 33041

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

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

3. My name is Richard 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:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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.)

Richard Toppino
(Signature)
3/5/26
(Date)

STATE OF FL

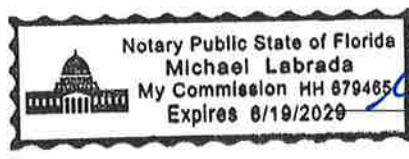
COUNTY OF MONROE

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 5 day of MAR, 2026.

My commission expires:

 Michael Labrada
NOTARY PUBLIC

INDEMNIFICATION

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

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

Bidder: Charley Toppino & Sons, Inc

SEAL:

PO Box 787, Key West, FL 33041
Address


Signature

Richard Toppino
Print Name

President
Title

DATE: 3/5/24

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. Principal address as registered with the FL Department of State located within thirty (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 fifty (50) percent (%) of its employees from the city or within thirty (30) miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least twenty-four (24) hours prior to the publication of the call for bids or request for Bids.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798
 -

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

Business Name Charley Toppino & Sons, Inc Phone: 305-296-5606

Current Local Address: 129 Toppino Industrial Drive, Key West Fax: 305-296-5189
(P.O Box numbers may not be used to establish status)

Length of time at this address: 78 Years

Richard Toppino Date: 3/3/24
Signature of Authorized Representative

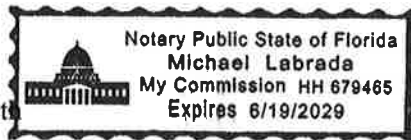
STATE OF FL COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 5 day of MAR, 2026.

By *Richard Toppino*, of Charley Toppino & Sons, Inc
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Michael Labrada
Signature of Notary



If you are a local vendor:
Return Completed form with
Supporting documents to:
City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)
: SS
COUNTY OF MONROE)

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

By: 

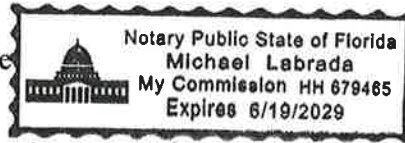
Sworn and subscribed before me this

5 Day of Mar, 2026.



NOTARY PUBLIC, State of FL at Large

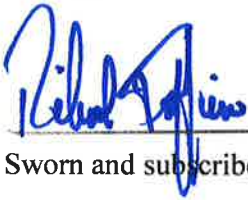
My Commission Expires: _____



CONE OF SILENCE AFFIDAVIT


STATE OF FL)
 : SS
COUNTY OF MONROE)

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

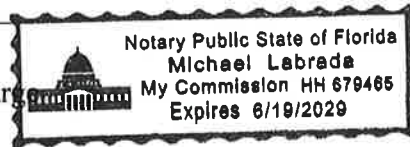


Sworn and subscribed before me this

5 Day of MAR, 2026.



NOTARY PUBLIC, State of FL at Large



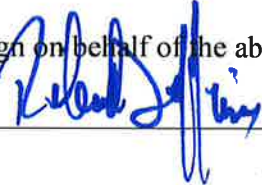
My Commission Expires: _____

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: <u>Charley Toppino & Sons, Inc</u>
Vendor FEIN: <u>59-242606</u>
Vendor's Authorized Representative Name and Title: <u>Richard Toppino, President</u>
Address: <u>PO Box 787</u>
City: <u>Key West</u> State: <u>FL</u>
Zip: <u>33041</u>
Phone Number: <u>305-296-5606</u>
Email Address: <u>MLabrada@charleytoppino.com</u>

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: <u>Richard Toppino</u> <u>President</u>
Print Name Print Title
who is authorized to sign on behalf of the above-mentioned company.
Authorized Signature: 

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES

Entity/Vendor Name: Charley Toppino & Sons, Inc
Vendor FEIN: 59-2426906
Vendor's Authorized Representative: Richard Toppino, President
(Name and Title)
Address: PO Box 787
City: Key West State: FL Zip: 33041
Phone Number: 305-296-5606
Email Address: MLabrada@charleytoppino.com

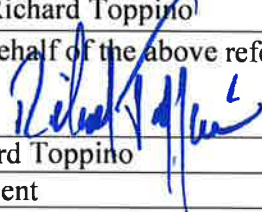
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Richard Toppino, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 
Print Name: Richard Toppino
Title: President

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies its compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

Date 3/5/26

Richard Toppan
(Signature of Authorized Representative)

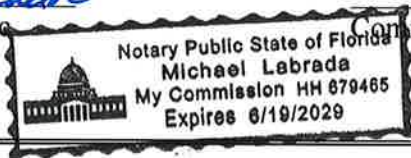
State of FL,
County of MONROE,

Personally Appeared Before Me, the undersigned authority, Richard Toppan who, being personally known or having produced his/her signature in the space provided above on this 5 day of March 2026.

Michael Labrada
Signature, Notary Public

Commission Expires

Stamp/Seal:



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



ADDENDUM NO. 1
Re-Bid Southernmost Point Plaza Roadway Project
ITB 26-005

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

1. **Clarification:** [Changes]

- **(INCORRECT DATE)** Page #13 ITB-26-005 Notes A **non-mandatory pre-bid meeting** will be held in the City Manager's conference room at City Hall, 1300 White Street, Key West Florida 33040 on **Thursday February 12, 2026, at 10:00-A.M. followed by a site walk at the Southernmost Bouy 400 South St. Key West FL, 33040.**

Please note: Page #2 ITB 26-005 is the correct timeline, and the non-mandatory pre-bid meeting is **Wednesday February 11, 2026, at 10:00- A.M. followed by a site walk at the Southernmost Bouy 400 South St. Key West FL, 33040.**

2. **Changes to Submission Requirements:** [No Changes]

3. **Updates to Project Timeline:** [No Changes]

4. **Responses to Questions:**

5. **Additional Resources:** [No Changes]



Signature

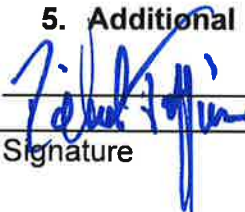
Charley Toppino & Sons, Inc
Name of Business



ADDENDUM NO. 2
Re-Bid Southernmost Point Plaza Project
RFP 26-005

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

1. **Clarification:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:**
 - 1) The City is extending the Request for Information (RFI) period to allow questions to be submitted through **February 25, 2026, at 12:00 PM (Local Time)**. The City will issue responses to all timely submitted questions in accordance with the schedule identified in the solicitation documents.
4. **Responses to Questions:** [No Changes]
5. **Additional Resources:** [No Changes]



Signature

Charley Toppino & Sons, Inc
Name of Business



ADDENDUM NO. 3
Southernmost Point Plaza Roadway Project
ITB 26-005

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

1. **Clarification:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:** [No Changes]
4. **Responses to Questions:**
 - **What type of pipe is required for drainage? RCP or HDPE?**
Response: RCP, HDPE Class I, and PVC pipe are acceptable materials for use in the proposed drainage system. However, HDPE Class II pipe is not permitted. Our preference is to use either PVC pipe or HDPE Class I pipe.
 - **Provide clarity on the notes on sheet R-12 that say "proposed scupper location". Are we cutting into the new sea wall?**
Response: Scuppers are to be constructed along with the seawall as part of a separate Seawall Restoration Project currently ongoing by others
 - **Can we dewater into the existing well?**
Response: That will be contractors means and methods to approach this, but the existing well was estimated in 2023 to be 48% full, so it is assumed that percentage is greater to date. The contractor will be required to submit a dewatering plan to be reviewed before approval. The existing well will be required to be fully restored per bid documents before final acceptance.
 - **Details show weep holes in the drainage structures. Is this correct?**
Response: Yes, that is correct. Since the Mean Lower Low Water (MLLW) elevation of -1.76 ft NAVD is higher than the top of the bottom slab of the structures, it is recommended to use weep holes
 - **Is irrigation required?**

Response: If this question refers to installation of an irrigation system, then per the plans there is not installation of an irrigation system.

- What type of warranty is required for the project?

Response: Please refer to all Bid Documents uploaded into Demandstar. Below are examples of a point of reference in the existing bid documents.

➤ Page 63 ITB-26-005

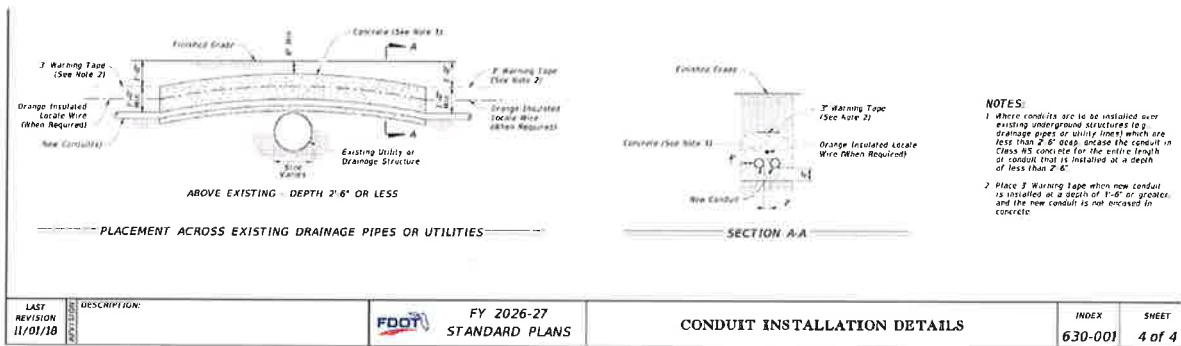
➤ Section 1.09 Warranty For (Landscape Only) ITB 26-005 Project Specifications

- Project duration is too short to perform work per phasing requirements and constraints. Please consider adjusting.

Response: Project duration is 180 days per the bid documents.

- Electrical note reads - PVC conduit at crossing embedded in concrete 1:10 mixture. Please clarify this concrete mixture.

Response: Response: Note refers to FDOT Standard Index 630-001 Sheet 4 of 4 at drainage/utilities crossings (See below detail). 1:10 mixture is 1 part cement to 10 parts aggregate.



- The landscape plans show Medjool date palms in tree wells near the seawall. This area is known to experience saltwater intrusion and wind-driven salt spray during inclement weather events. Provide clarity for warranty obligations for any decline in health or mortality attributable to salt spray exposure during such events.

Response: The city will not waive the warranty period on the Date Palm Trees, however if an unforeseen extreme event occurs the City will work with the contractor on these three trees only.

5. Additional Resources: [No Changes]



Signature

Charley Toppino & Sons, Inc

Name of Business

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 Inc

Location Address:

2011 Flagler Ave , Key West, FL 33040

License NBR/Class:

23997 BTR LICENSES AND PERMITS

Expiration Date: 09/30/2026

BTR - General Contractor

Comments:

Restrictions:

DBPR #CGC1518488 (8/31/24)

This document must be prominently displayed.

Charley Toppino & Sons Inc
PO BOX 787 KEY WEST FL 33041

TOPPINO, FRANK
PO BOX 787 KEY WEST FL 33041

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# M03537

Entity Name: CHARLEY TOPPINO & SONS, INC.

Current Principal Place of Business:

129 TOPPINO INDUSTRIAL DRIVE
ROCKLAND KEY
KEY WEST, FL 33040

Current Mailing Address:

P. O. BOX 787
KEY WEST, FL 33041 US

FEI Number: 59-2426906

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TOPPINO, RICHARD
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name TOPPINO, RICHARD
Address 10 EGRET LANE
City-State-Zip: KEY WEST FL

Title T, S
Name TOPPINO, JOHN
Address PO BOX 787
City-State-Zip: KEY WEST FL 33041

Title V
Name TOPPINO, ANDREW
Address 129 TOPPINO INDUSTRIAL DR
City-State-Zip: KEY WEST FL 33040

Title EXECUTIVE VICE PRESIDENT
Name TOPPINO, PAUL
Address 1500 CATHERINE STREET
City-State-Zip: KEY WEST FL 33040

Title CFO
Name PEATTIE, ASHLEY
Address PO BOX 787
City-State-Zip: KEY WEST FL 33041

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RICHARD TOPPINO

PRESIDENT

04/08/2025

Electronic Signature of Signing Officer/Director Detail

Date

**2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026**

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

Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUAL Business Location: US HWY 1
Mailing Address: BOX 787 KEY WEST, FL 33040
KEY WEST, FL 33041 Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 152A STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid WRB-24-00095551 08/21/2025 250.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

**Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041**

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

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2026**

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

Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUAL Business Location: US HWY 1
Mailing Address: BOX 787 KEY WEST, FL 33040
KEY WEST, FL 33041 Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 15 STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid WRB-24-00095551 08/21/2025 250.00

**2024 / 2025
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2025**

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

Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUAL Business Location: US HWY 1
Mailing Address: BOX 787 KEY WEST, FL 33040
KEY WEST, FL 33041 Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 152A

STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid WRB-23-00086781 08/12/2024 250.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

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

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2025**

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

Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUAL Business Location: US HWY 1
Mailing Address: BOX 787 KEY WEST, FL 33040
KEY WEST, FL 33041 Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 15

STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid WRB-23-00086781 08/12/2024 250.00



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



TOPPINO, JOHN PETER

CHARLEY TOPPINO & SONS INC
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST FL 33040

LICENSE NUMBER: CGC1518488

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 05/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency, LLC
9850 NW 41 St Ste 100
Miami FL 33178-2986

CONTACT NAME:
PHONE (A/C, No, Ext): _____ **FAX (A/C, No):** _____
E-MAIL ADDRESS: FL.Certificates@MarshMMA.com

INSURED
Charley Toppino & Sons, Inc.
Monroe Concrete Products, Inc.
PO Box 787
Key West FL 33041

CHARLTOPPI

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of America	25666
INSURER B : Phoenix Insurance Company	25623
INSURER C : Evanston Insurance Company	36378
INSURER D : Travelers Indemnity Company	25658
INSURER E : Travelers Property Casualty Co of Amer	25674
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1209567756

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	DTCO3202M181TIA25	5/19/2025	5/19/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	810ON4284482526G	5/19/2025	5/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y Y	CUP3J6572212526	5/19/2025	5/19/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB4K5263662526G	5/19/2025	5/19/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution	Y	MMAENV004709	2/2/2025	2/2/2027	Aggregate: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Aggregate applies per Project if required by written contract.

E: Professional Liability Policy #MMAENV004709 - Effective Date 2/2/25 - 2/2/27 0 Limit \$1,000,000 Each Act, Error Or Omission

Limit \$1,000,000 Aggregate Limit - Retroactive Date: 02/02/2019

Certificate Holder is Additional Insured as respects to General Liability, Automobile Liability, Pollution Liability, and Excess Liability. Waiver of Subrogation applies in favor of Certificate Holder as respects to General Liability, Automobile Liability, Excess Liability, Pollution Liability and Workers' Compensation. All of the above is applicable only if required by written contract and subject to the terms, conditions and limits as specified in the policy.

Proof of Insurance only.

CERTIFICATE HOLDER

Charley Toppino & Sons Inc.
Monroe Concrete Products Inc.
PO Box 787
Key West FL 33041

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

April K. King

Major Projects

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
TOMMY ROBERTS MEMORIAL STADIUM	Name: Ajax Building Corp Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	5/15/2023	UNDERGROUND UTILITIES, EARTHWORK,	COMPLETE	\$3,498,543.00
KWIA TAXIWAY A EXTENSION AND MITIGATION	Name: MONROE COUNTY BOCC Address: 500 WHITEHEAD ST, KEY WEST, Telephone: 305-292-4426	Name: Charles Waller Com: Jacobs Engineering Group Telephone: 904-636-5432	11/17/2021	UTILITIES, DRAINAGE CONCRETE RESTORATION	ACTIVE	\$7,210,999.66
FKAA STOCK ISLAND DISTRIBUTION PUMP STATION	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: JOEL SMASON Company: CAROLLO ENGINEERING Telephone: 561-868-6403	9/23/2020	PUMP STATION INSTALLATION	COMPLETE	\$5,527,874
FDOT T6535	Name: General Asphalt Co, Inc Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	Name: Favio Laverde Company: Trace Consultants, Inc Telephone: 786-808-0090	3/23/2022	CLEARING, EARTHWORK, UTILITIES	COMPLETE	\$4,153,171
SUGARLOAF SCHOOL SITEWORK	Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	4/15/21	UTILITIES GRADING ASPHALT	COMPLETE	\$3,884,348.24
SOUTH STREET IMPROVEMENTS	Name: City of Key West; Eric Augst Address: 1300 White St, Key West Telephone: 305-809-3964	Name: Karen Falkenberry Company: Jabobs Engineering Telephone: 904-636-5432	3/14/2024	DRAINAGE, STRUCTURES INSTALLATION, PAVEMENT, STRIPING	COMPLETE	\$3,513,261.06
WRECKERS CAY APARTMENTS	Name: Gediminas Bulota Integra Investments Telephone: 305-774-0110	Name: Aldo Minozzi Company: PQH Group Telephone: 904-224-0001	3/30/2021	MULTI-UNIT HOUSING CONSTRUCTION	COMPLETE	\$49,433,701

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
KWIA ACCESS ROAD	Name: BETH LETO 3491 S ROOSEVELT BLVD, KEY WEST Telephone: 305-809-5239	Name: Scott Kunselman Company: McFarland Johnson Telephone: 321-431-7029	3/19/21	CLEARING, ASPHALT, STRIPING, DRAINAGE	COMPLETE	\$3,213,636
FKA TRANSMISSION TERMINUS 1153-17	Name: MARNIE WALTERSON Address: 1100 Kennedy Dr, Key West, FL Telephone: 305-295-2154	Name: Kyle Bechtelheimer Company: CPH Corp Telephone: 305-274-4805	9/14/2024	WATER MAIN INSTALLATION INJECTION WELLS	COMPLETE	\$6,068,987.00
ISLAMORADA TRANSMISSION MAIN	Name: MICHEL'S PIPELINE Address: 817 Main St, Brownsville WI Telephone: Justin Cooke, 920-924-4300	Name: NITA M. NAIK Company: WADE TRIM Telephone: 813-882-4373	1/17/2022	WATER MAIN INSTALLATION; INJECTION WELLS	COMPLETE	\$23,717,966
FDOT T6489	Name: Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555	Name: Herman Lugo Company: HBC Engineering Telephone: 305-232-7932	6/23/20	Earthwork, Stabilization, RipRap	COMPLETE	\$6,014,031.65
PUMP STATION G REHABILITATION	Name: Steve Gardner Address: 1100 United St, Key West, FL Telephone: 305-809-3992	Name: Axel Rivera Company: Jacobs Telephone: 904-351-9256	12/20/2023	SANITARY PUMP BYPASS AND REPLACEMENT WETWELL INTALL	COMPLETE	\$2,639,000.00
UNITED STREET IMPROVEMENTS	Name: CITY OF KEY KEY WEST Address: 1300 White St, Key West Telephone: 305-292-4426	Name: Karen Falkenberry Company: JACOBS ENGINEERING Telephone: 813-2823500	4/10/23	EAR THWORK, DRAINAGE INSTALLTION	COMPLETE	\$4,860,063
CLINTON SQUARE POCKET PARK	Name: CITY OF KEY KEY WEST Address: 1300 White St, Key West Telephone: 305-292-4426	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	4/25/24	DRAINAGE, FLATWORK, PAVERS, LANDSCAPE	COMPLETE	\$1,075,410

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
FDOT E6L20-S ROOSEVELT BLVD	Name: GENERAL ASPHALT CO Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	Name: Manosh Varghese Metric Engineering, Inc: 13940 SW 136th St, Miami, FL 33186 Telephone: 305-293-9440	8/23/22	DRAINAGE, EARTHWORK, UTILITIES, PUMP STATION, INJECTION WELLS	COMPLETE	\$10,556,104.42
FCAA KEY HAVEN FM EXTENSION	Name: FCAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	11/22/2018	UNDERGROUND UTILITIES, LIFT STATIONS	COMPLETE	\$2,762,000.00
LOFTS AT BAHAMA VILLAGE	Name: Marino Construction Group 7025 Shrimp Road, Key West, FL Telephone: 305-356-5269	Name: Josh Jennings Company: Weiler Engineering Corp Telephone: 941-505-1700	12/28/23	SITE DEVELOPMENT, UTILITIES, CONCRETE	COMPLETE	\$4,588,737.50
KWIA CONCOURSE A AND TERMINAL	Name: NV2A Gulf KeyStar JV Address: 9100 S. Dadeland Blvd, Miami, FL Telephone: 305-202-0610	Name: MICHAEL GIARDULLO Address: 201 W. MARION AVE STE 1306, PUNTA GORDA, FL Telephone: 941-505-1700	09/19/2022	SITEWORK, AIRPORT RAMP/ APRON	COMPLETE	\$10,556,104
COCO VISTA APARTMENTS	Name: The Vestcor Companies POC: Jason Floyd Email: JFloyd@charleytoppino.com	Name: PQH Group Address: 4141 South Point Drive East Ste 200 Jacksonville FL 32246 Phone: 904-224-0001	2/10/22	Multi-Family Housing, Site Development	COMPLETE	\$27,962,209
FREDERICK DOUGLASS COMMUNITY CENTER	Name: Jeremy Mosher, Keystar Inc Address: 5450 MacDonald Ave, Key West, FL 33040 Telephone: 786-423-0864	Name: Claire Wright Company: CW3 Engineering, Inc Telephone: 239-205-6473	8/29/23	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK, PAVING, FLATWORK	COMPLETE	\$1,037,741
SOMBERRERO BLVD DRAINAGE	Name: Jared Weaver Address: 9805 Overseas HwyMarathon, FL Telephone: 305-731-9827	Name: Yanay Ferral, E.I Company: Weiler Engineering Telephone: 305-853-6112	1/29/2025	Drainage Installation, Pump Station, Asphalt	ACTIVE	\$4,870,496.00

Key West & Lower Keys



- | | | |
|---|--|--|
| <ul style="list-style-type: none"> ➤ Unfed & Grinnell St. Water Main Improvements <ul style="list-style-type: none"> ➤ \$527,921.34 ➤ NAS Boca Chica Main Extension <ul style="list-style-type: none"> ➤ \$1,847,000.00 ➤ FCAA Key Haven Utility Improvements <ul style="list-style-type: none"> ➤ \$2,779,313.80 ➤ Gerald Adams Sitework & Demolition <ul style="list-style-type: none"> ➤ \$4,578,670.40 ➤ Pump Station "F" <ul style="list-style-type: none"> ➤ \$1,670,744.25 ➤ Stock Island Roadway & Drainage Improvements <ul style="list-style-type: none"> ➤ \$4,097,278.47 ➤ VFD Pump Stations "A, B, C, D, DA" <ul style="list-style-type: none"> ➤ \$4,022,894.40 | <ul style="list-style-type: none"> ➤ City of Key West ROW Improvements <ul style="list-style-type: none"> ➤ \$2,500,000.00 ➤ St. Mary's Activity Center <ul style="list-style-type: none"> ➤ \$1,574,143.14 ➤ Sonic Sitework <ul style="list-style-type: none"> ➤ \$515,000.00 ➤ Key West International Airport Commercial Apron <ul style="list-style-type: none"> ➤ \$995,220.00 ➤ Key West International Airport Drainage Improvements <ul style="list-style-type: none"> ➤ \$2,818,122.25 ➤ Quarry Housing Development <ul style="list-style-type: none"> ➤ \$6,163,588.00 | <ul style="list-style-type: none"> ➤ Poinciana Gardens Assisted Living Facility <ul style="list-style-type: none"> ➤ \$945,722.00 ➤ FCAA Key Haven FM Extension <ul style="list-style-type: none"> ➤ \$2,762,000.00 ➤ Truman Waterpark Park <ul style="list-style-type: none"> ➤ \$15,164,925.56 ➤ Stock Island Marina Village Hotel <ul style="list-style-type: none"> ➤ \$18,958,714.22 ➤ Marty's Place <ul style="list-style-type: none"> ➤ \$10,594,453.00 ➤ Big Coppitt Wastewater System <ul style="list-style-type: none"> ➤ \$11,078,347.00 ➤ Key Haven Estates Sitework <ul style="list-style-type: none"> ➤ \$299,917.75 |
|---|--|--|

3. Experience Continued



Charley Toppino & Sons, Inc.
129 Toppino Industrial Dr.
Key West, FL 33040
305-296-5606



Middle & Upper Keys



- **Stanley Swilk Elementary Sitework & Underground Utilities**
 - \$3,775,000.00
- **FDOT Hurricane Irma Repairs T6489**
 - \$6,002,466.00
- **Marathon Airport Taxi Lanes**
 - \$2,366,000.00
- **Big Pine Observation Platform & Reynolds St. Pier**
 - \$762,854.75
- **FDOT Hurricane Irma Repairs T6476**
 - \$1,873,536.00
- **FDOT Summerland Key Roadway & Drainage E6K75**
 - \$2,000,000.00
- **Tarpon Harbor Marathon**
 - \$2,154,405.00
- **Lazy Lakes RV Resort Utilities Improvements**
 - \$00000
- **Plantation Key Courthouse Demolition & Sitework**
 - \$2,320,735.00
- **Cudjoe Regional Wastewater Collection System**
 - \$5,400,000.00
- **Cross Key WWTP**
 - \$4,148,000.00
- **FDEP Dagny Johnson State Park**
 - \$900,000.00
- **Marathon Library**
 - \$645,900.00
- **Fishermen's Hospital**
 - \$2,725,555.00
- **US Coast Guard Station Marathon**
 - \$374,319.00
- **Saddle Bunch Keys Bike Path**
 - \$450,000.00
- **FCAA Breezy Pines Improvements**
 - \$1,309,084.00
- **FCAA Big Pine Key Repump Station**
 - \$919,020.00
- **FDEP Heritage Trail: Key Haven to Big Coppitt**
 - \$2,052,268.00
- **FDEP Bahia Honda Sandspur Restoration**
 - \$2,962,347.00
- **FDEP Heritage Trail: Spanish Harbor to 7 Mile Bridge**
 - \$4,083,000.00
- **Grassy Flats Resort Marathon Site Development**
 - \$687,569.40

Job Highlights

Truman Waterfront Park

- 1,500 LF of roadway FDOT standard
- Installed 15,000 LF of underground utilities to include fire suppression, water, drainage, sanitary drainage and irrigation up to 24" in diameter
- Installed a Water Park feature with public bathrooms



FCAA Sombrero Beach Rd

- Installation of 3,000 LF of 6" Water Main and 4,500 LF 12" Water Main
- Installed all service connection, fire hydrants and waste meters
- Roadway reconstruction

Stock Island Roadway & Drainage

- Installed 7,000 LF of drainage pipe from 15" to 24", including a French drain
- Installed 8,000 LF of two-lane roadway reconstruction per FDOT standards



Job Highlights

Stock Island Marina Village

- Installed more than 10,000 LF of underground utilities including drainage, sanitary, fire, water, and irrigation systems.
- 100 room Hotel, Restaurant and Marina



NAS Boca Chica Main Extension

- Installed 5,100 LF of 8" HDPE pipe directional drilled and appurtenances
- Treatment plant conversion including new VFD's, telemetry, pumps, and controls
- Completed all structural modifications, penetrations, etc.

FCAA Key Haven FM Extension

- Installation of 10,000 LF of 10" HPDE pipe FM, directional drill
- Installation of 3,000 LF 8" SS pipe FM under bridge structure to include hangers, ARY's and expansion joints



PART 2

CONTRACT FORMS

CONTRACT

This contract, made and entered into this _____ day of _____ 2026,

by and between the City of Key West, hereinafter called the "City", and

_____ hereinafter called the "Bidder".

WITNESSETH:

The Bidder, in consideration of the sum to be paid to them by the City and of the covenants and agreements herein contained, hereby agrees at their own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 26-005 Re-Bid Southernmost Point Plaza Roadway Project, Key West, Florida to the extent of the bid made by the Bidder, dated the _____ day of _____ 2026, all in full compliance with the Contract Documents referred to herein.

The Contract Documents, including the signed copy of the bid, Bid Bond, Contract Form, Summary of Work, Specifications, Drawings, General & Supplementary Conditions of the Contract.

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

The Bidder further agrees to complete the work within 180 days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said bid.

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

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

In the event the Bidder fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$1,699.00 per day. Sundays and legal holidays shall be included in determining days in default.

The following documents are hereby incorporated into and made a part of this contract by reference as if fully set forth herein:

- The City Invitation to Bid (ITB 26-005), including all attachments, addenda, and exhibits.
- The City's General Terms and Conditions provided in ITB 26-005.
- The Bidder's complete, dated and signed response to ITB 26-005, including all bid forms, all bonds, and all related submissions.

- This executed contract form.
- The Summary of Work, Technical Specifications, Drawings, and all applicable General and Supplementary Conditions.

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

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

_____ Day of _____, A.D., 2026.

City of Key West:

By _____ Attest _____

Title City Manager

Bidder:

By _____ Attest _____

Title _____

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____,

with offices, at _____

hereinafter called the Bidder, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound City of Key West,

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

_____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the City, and the Bidder and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Bidder has executed and entered into a certain contract hereto attached, with the City, dated _____, 2026, to furnish at their own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said contract and the Contract Documents as defined therein, all of which is made a part of said contract by certain terms and conditions in said contract more particularly mentioned, which contract, consisting of the various Contract Documents is made a part of this bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that the above bounden Bidder:

- 1. Shall in all respects comply with the terms and conditions of said contract and their obligation there under, including the Contract Documents (which include the permit form, specifications, and conditions as prepared by the City, Invitation to Bid, instructions to Bidders, the Bidder's bid as accepted by the above City, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2026, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Bidder

By: _____ (Seal)

_____ Attest

Surety

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the Bidder, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound City of Key West,

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

_____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the City, and the Bidder and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Bidder has executed and entered into a certain contract for

Re-Bid Southernmost Point Plaza Roadway Project

attached hereto, with the City, dated _____, 2026, to furnish at their own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said contract and the plans, drawings (if any), and specifications prepared by the City, all of which is made a part of said contract by certain terms and conditions in said contract more particularly mentioned, which contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden Bidder shall in all respects comply with the terms and conditions of said contract and their obligation

thereunder, including the Contract Documents (which include the permit form, the specifications, and conditions prepared by the City, Invitation to Bid, instructions to bidders, the Bidder's bid as accepted by the City, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said Bidder shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said Bidder or Subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

Claimant shall give written notice to the Bidder and the Surety as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the Bidder or Surety under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bound together have executed this instrument this day of _____, 2026, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Bidder

By: _____ (Seal)

Attest

Surety

By _____ (Seal)

Attest