

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

**PROPOSAL**

To: The City of Key West, Florida

Address: 3126 Flagler Avenue  
Key West, Florida 33040

Project Title: RIGHT-OF- WAY IMPROVEMENTS 2015

Project No.: ITB 15-006

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

Name: RONALD J. ARMSTRONG

Telephone: 305 296-5606

E mail: RONALDJ@TOPPKW.COM

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

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

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

## CONTRACT EXECUTION AND BONDS

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

## CERTIFICATES OF INSURANCE

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

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed to complete the construction, in all respects, within the number of calendar days set forth in each Work Order.

This Contract will automatically expire and be terminated 1 year after the date of the execution of the Contract by the Owner.

## LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by a particular Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500 per day for all work authorized under said Work Order until the work shall have 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. 1, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_,  
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impact result in 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.

## ABBREVIATIONS

Refer to Specification Section 01025 for a list of abbreviations used in the Bid Proposal for below.

## BID PROPOSAL FORM

<u>ITEM</u> <u>QUANTITY</u> <u>UNIT</u>	<u>UNIT</u> <u>PRICE</u> <u>FIGURES</u>	<u>TOTAL</u> <u>EXTENDED AMOUNT</u> <u>FIGURES</u>
1. Performance and Payment Bonds		
<b>One Lump Sum</b>		\$ <u>18,000.00</u>
2. Mobilization / Demobilization		
<b>One Lump Sum</b>		\$ <u>242,300.00</u>
3. Asphaltic Concrete Leveling Course SP-12.5 (0.5" Thick) (Traffic Level C)		
<b>400 Ton</b>	\$ <u>240.00</u>	\$ <u>96,000.00</u>
4. Asphaltic Concrete Friction Course SP-9.5 (1.5" Thick - overlay) (Traffic Level C)		
<b>1,800 Ton</b>	\$ <u>216.00</u>	\$ <u>388,800.00</u>
5. Asphalt Milling (approx. 1.5 to 2 inch thickness, includes disposal)		
<b>20,500 S.Y.</b>	\$ <u>5.90</u>	\$ <u>120,950.00</u>
6. Asphalt Removal (over 2" thickness, includes disposal)		
<b>4,500 S.Y.</b>	\$ <u>1.88</u>	\$ <u>8,460.00</u>
7. Rework Existing Base (up to 10" deep)		
<b>4,500 S.Y.</b>	\$ <u>3.00</u>	\$ <u>13,500.00</u>
8. 12" Thick Lime Rock Stabilized Base (Per FDOT Section 230 at 98% modified proctor density)		
<b>500 Tons</b>	\$ <u>61.50</u>	\$ <u>30,750.00</u>
9. 6" Pavement Striping (70 Mil Thermoplastic in yellow / white / blue)		
<b>4,000 LF</b>	\$ <u>1.00</u>	\$ <u>4,000.00</u>

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>	<u>EXTENDED AMOUNT</u>
			<u>FIGURES</u>		<u>FIGURES</u>
10.	12" Pavement Striping (70 Mil Thermoplastic in white / yellow)				
	<b>500 LF</b>		\$ 2.50	\$	1,250.00
11.	18" Pavement Striping (70 Mil Thermoplastic in white / yellow)				
	<b>500 LF</b>		\$ 3.13	\$	1,562.50
12.	24" Pavement Striping (70 Mil Thermoplastic in white)				
	<b>250 LF</b>		\$ 3.94	\$	985.00
13.	Handicap Parking Space (70 Mil Thermoplastic including symbol)				
	<b>15 Each</b>		\$ 493.75	\$	7,406.25
14.	Stop Bars (24 inch by 10 feet 70 Mil Thermoplastic)				
	<b>80 Each</b>		\$ 100.00	\$	8,000.00
15.	Pavement Message (Per word in 70 Mil Thermoplastic)				
	<b>25 Each</b>		\$ 225.00	\$	5,625.00
16.	Directional Markings (70 Mil Thermoplastic)				
	<b>10 each</b>		\$ 63.00	\$	630.00
17.	Reflective Pavement Markers (RPM's)				
	<b>200 Each</b>		\$ 5.44	\$	1,088.00
18.	Reflective Curb Paint (FDOT Approved)				
	<b>3,000 LF</b>		\$ 1.25	\$	3,750.00
19.	Raise / Lower Manholes				
	<b>10 Each</b>		\$ 525.00	\$	5,250.00

<b>ITEM</b>	<b>QUANT.</b>	<b>UNIT</b>	<b>PRICE</b>	<b>TOTAL</b>	<b>EXTENDED AMOUNT</b>
<b>UNIT</b>			<b>FIGURES</b>	<b>FIGURES</b>	<b>FIGURES</b>
20.	Raise / Lower Water Valves				
<b>10 Each</b>			\$ 400.00	\$ 4,000.00	
21.	Raise / Lower Storm Water Inlet Grate				
<b>10 Each</b>			\$ 337.50	\$ 3,375.00	
22.	Replace Existing Storm Water Inlet Grate w/ ADA Compliant Inlet Grate (including frame)				
<b>10 Each</b>			\$ 675.00	\$ 6,750.00	
23.	Single Post Sign (includes existing sign/post removal, 3.5 inch diameter aluminum post, sign, brackets, concrete footer and installation)				
<b>20 Each</b>			\$ 375.00	\$ 7,500.00	
24.	Single Sign Post Reusing Existing Sign (includes post removal, 3.5" dia. alum. post, brackets, concrete footer and installation) (re-use existing sign)				
<b>20 Each.</b>			\$ 143.75	\$ 2,875.00	
25.	4 inch thick sidewalk				
<b>800 SY</b>			\$ 129.00	\$ 103,200.00	
26.	6 inch thick sidewalk				
<b>300 SY</b>			\$ 131.00	\$ 39,300.00	
27.	Synthetic Fiber Reinforcement (per Square Yard of Concrete)				
<b>1 Each</b>			\$ 3.13	\$ 3.13	
28.	Thickened Edge				
<b>1,000 LF</b>			\$ 4.38	\$ 4,380.00	
29.	FDOT Type "D" curb				
<b>200 LF</b>			\$ 30.00	\$ 6,000.00	

	<u>ITEM QUANTITY UNIT</u>	<u>UNIT PRICE FIGURES</u>	<u>TOTAL EXTENDED AMOUNT FIGURES</u>
30.	FDOT Type "F" curb		
	200 LF	\$ 42.00	\$ 8,400.00
31.	Shoulder / Swale Restoration (include all equipment, labor and material (Washed Miami No. 57 Stone)		
	9,000 SY	\$ 14.94	\$ 134,460.00
32.	Seepage Trench		
	500 LF	\$ 56.25	\$ 28,125.00
33.	Failed Trench Restoration (per drawing)		
	1,000 LF	\$ 46.25	\$ 46,250.00
34.	Sod (w/ screenings and watering)		
	4,000 SF	\$ 1.19	\$ 4,760.00

**SUM OF EXTENDED TOTALS**

One Million, Three Hundred Fifty Seven Thousand,  
Six Hundred Eighty Four — <sup>88</sup>/<sub>100</sub> \$ 1,357,684.88

TOTAL IN WORDS

TOTAL IN FIGURES

**CHARLEY TOPPINO & SONS, INC.**

Name of Firm Submitting Bid

*Frank J. Toppino*

Signature of Bidder

*President*

Title

**SUBCONTRACTORS**

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

Portion of Work: ASPHALT PAVING

Name: GENERAL ASPHALT

Address: 4850 NW 72ND AVE

Phone: MIAMI, FL 33166 (305) 592-3480

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_





**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

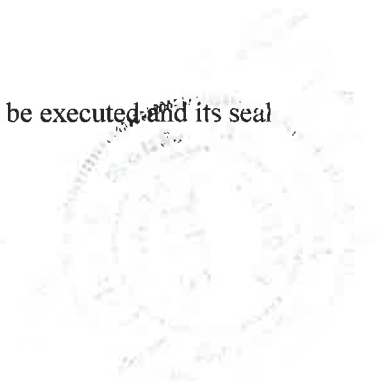
\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
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 10 day of MARCH 2015.

(SEAL)



Name of Corporation CHARLEY TOPPINO & SONS, INC.

By *Frank V. Toppino*

Title PRESIDENT

Attest *Carl B. Toppino*

Secretary



# 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. 7 years ago.

### 1.) CITY OF KEY WEST

P.O. BOX 1409

KEY WEST, FL 33040

305 809-3965

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

### PROJECTS:

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2011	\$1,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
WHITE ST PIER RIP RAP	\$ 131,054	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 1	\$ 218,890	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 2	\$ 164,181	BOND YES

SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES
COLLEGE ROAD ENHANCEMENTS	\$ 283,921.84	BOND YES
ATLANTIC BLVD ENHANCEMENTS	\$ 498,839.13	BOND YES

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

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

**PROJECTS:**

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

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

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

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
SUMMERLAND KEY DRAINAGE	\$2,000,000	BOND YES

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

ROOSEVELT GARDENS HOUSING PROJECT	\$1,256,000	BOND	YES
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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**  
**305 559-4900**

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

**PROJECTS:**

SUGARLOAF ELEMENTARY SCHOOL:	\$2,300,000	BOND	YES
BEACHSIDE CONDOS	\$2,665,000	BOND	YES
POINCIANA ROYALE	\$ 524,520	BOND	YES
HORACE O BRYANT MIDDLE SCH DEMO	\$ 388,081	BOND	YES
HORACE O BRYANT MIDDLE SCH SITE	\$1,553,202	BOND	YES

**9.) HISTORIC TOURS OF AMERICA**

**201 FRONT STREET**

**Key West, Florida 33040**

**305 296-3609**

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

**PROJECTS:**

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

**10.) DEMOYA GROUP**

**12209 S. DIXIE HWY**

**MIAMI, FL 33156**

**305 255-5713**

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

**PROJECTS:**

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

**11.) DL PORTER**

**6574 PALMER CIRCLE**

**SARASOTA, FL 34238**

**941 929-9400**

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

**PROJECTS:**

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

**12. HARRY PEPPER & ASSOCIATES**  
**215 CENTURY 21 DRIVE**  
**JACKSONVILLE, FL 32216**  
**904 721-3300**

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

**PROJECTS:**

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

**13. BRPH**  
**3275 SUNTREE BLVD**  
**MELBOURNE, FL 32940**

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

**PROJECTS:**

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO
TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO
NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO

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

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

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



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

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

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

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

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

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

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

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

OHIO BAHIA HONDA BRIDGE REPAIR:	\$837,700.00	BOND YES
HERITAGE TRAIL: SUGARLOAF SEGMENT:	\$255,000.00	BOND YES
HERITAGE TRAIL: KEY HAVEN TO BIG COPPITT:	\$2,052,268.00	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
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**19. DORADO/CONQUISTADOR**  
**541 N. PALMATTO AVE.**  
**SUITE 104**  
**SANFORD, FL 32771**  
**407 688-0600**

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

BOCA CHICA AIRFIELD VEGETATION	\$1,057,126.00	BOND YES
BOCA CHICA ANTENNA PAD MITIGATION	\$ 385,213.00	BOND NO
GEIGER KEY MITIGATION	\$ 432,549.46	BOND NO
NE HYDRO RESTORATION	\$1,206,399.00	BOND YES
BOCA CHICA WEST LAGOONS	\$ 910,420.00	BOND YES
BOCA CHICA PERIMETER ROAD	\$ 315,317.00	BOND YES
ROCKLAND STAGING AREA	\$ 69,899.00	BOND YES
BIG COPPITT SITE 2 EAST	\$ 47,910.00	BOND YES
AREAS: 1,2,3,5,6, 20,21,22,23,24	\$6,800,000.00	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
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**21. BOTSFORD BUILDERS**  
937 107th Street Gulf  
Marathon, FL 33050  
(305) 743-9644

**SCOPE OF WORK:** SITEWORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, PARKING LOTS, ASPHALT, SIDEWALKS, CURBS, ROADWORK.

FLAGLER'S VILLAGE	\$956,445.00	BOND YES
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**22. GENERAL ASPHALT**  
4950 NW 172 AVE  
MIAMI, FL 33166  
(305) 592-3480

**SCOPE OF WORK:** EXCAVATION, CLEAR / GRUBBING, ROAD BASE.

SUGARLOAF SEGMENT US # 1	\$401,598.22	BOND NO
SHARK KEY WEST US # 1	\$61,320.86	BOND NO
RAMROD LITTLE TORCH US # 1	\$463,939.28	BOND NO
SUGARLOAF TO BIG COPPITT US # 1	\$136,250.46	BOND NO

**23. WHARTON SMITH**  
3547 SW CORPORATE PARKWAY  
PALM CITY, FL 34990-8152  
(772) 283-2944

**SCOPE OF WORK:** STORM DRAINAGE, INJECTION WELLS.

GEORGE ST BASIN PROJECT	\$ 80,134.50	BOND YES
CUDJOE REGIONAL AWRP	\$250,800.00	BOND YES

**24. AJAX BUILDING CORPORATION**  
6050 PORTER WAY  
SARASOTA, FL 34232  
(941) 371-6222

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

FKCC MARINE TECH BUILDING	\$466,000.00	BOND YES
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<b>25. CIVIC CONSTRUCTION</b>	<b>JL WOODE, LLC</b>
7144 SW 47TH STREET	49 IMMIGRATION ST
MIAMI, FL 33155	SUITE 103
(305) 661-4859	CHARLESTON, SC 29403
	(312) 363-6000

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

HILTON GARDEN INN, SITE B DEMO	\$62,000.00	BOND NO
FAIRFIELD INN, SITE A DEMO	\$50,000.00	BOND NO
QUALITY INN, SITE C DEMO	\$235,502.00	BOND NO
HAMPTON INN, SITE D SITEWORK	\$244,653.00	BOND NO
HILTON GARDEN INN, SITE B SITEWORK	\$603,000.00	BOND NO
FAIRFIELD INN, SITE A SITEWORK	\$461,000.00	BOND NO
QUALITY INN, SITE C SITEWORK	\$477,000.00	BOND NO

**27. SCHOOL BOARD, MONROE COUNTY**  
241 TRUMBO RD  
KEY WEST, FL 33040  
(305) 293-1400

**SCOPE OF WORK:** SITE WORK, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT, FIELD LIGHTING.

HOB PARKING LOT, SOCCER FIELD	\$343,882.00	BOND YES
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**28. BOY SCOUTS OF AMERICA, SOUTH FL COUNCIL**

15255 NW 82ND AVE  
MIAMI LAKES, FL 33016  
(305) 364-0020

SCOPE OF WORK: SITEWORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, LIFT STATION, GRINDER PUMPS, WATER MAINS, PARKING LOTS, ASPHALT, SIDEWALKS, CURBS, ROADWORK, MODULAR HOUSE, TWO STORY BATHHOUSE FACILITY, ELECTRICAL, PLUMBING, LANDSCAPING, ENVIRONMENTAL MITIGATION.

CAMP SAWYER, BOY SCOUT CAMP                      \$2,295,049.13                      BOND YES

**29. LONGSTOCK II, LLC STOCK ISLAND MARINA VILLAGE, PHASE 1**

7009 SHRIMP ROAD  
KEY WEST, FL 33040  
(305) 294-2288

SCOPE OF WORK: WORK, DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS, SANITARY SEWER, WATER MAINS, FIRE LINES, SIDEWALKS, CURBS, BRICK PAVING, ROADWORK, PARKING LOTS, ASPHALT, FENCING, MARINE DOCK FACILITIES: DECKING, FIRE SYSTEM, SANITARY SEWER LIFT STATION, FORCE MAINS, SEAWALLS, FLOATING DOCKS, FUEL SYSTEM, LANDSCAPING, IRRIGATION, DREDGING.

STOCK ISLAND MARINA VILLAGE PH 1                      \$ 15,010,683.79                      BOND YES

**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 MA and authorized to do business in the State of Florida, as SURETY, are held  
firmly bound unto City of Key West hereinafter called the Obligee, in the sum of  
DOLLARS (\$ 5% of Bid Proposal) for the payment for which we bind ourselves, our heirs, executors,  
administrators, <sup>Submitted</sup> 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 Proposal for:

RIGHT-OF- WAY IMPROVEMENTS 2015, ITB 15 - 006, said Bid Proposal, by reference thereto,  
being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the  
furnishing of 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 Proposal  
and the detailed Drawings and Specifications entitled:

RIGHT- OF - WAY IMPROVEMENTS 2015 / ITB 15-006

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified  
check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee  
that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the  
performance of said Contract, within 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  
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 5th day of March, 2015.

Charley Toppino & Sons, Inc.

PRINCIPAL

By: *Joseph P. Toppino*

The Hanover Insurance Company

SURETY

By: *William L. Parker*

ATTORNEY IN FACT

William L. Parker, Attorney in Fact & FL Resident 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 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 two Vice Presidents, this **28th** day of **November 2011**.



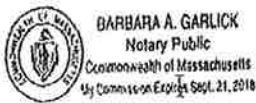
**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas, Vice President

Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **28th** day of **November 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned 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 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 **5th** day of **March 2015**.

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

Glenn Margosian, Vice President

**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  
OFFICE AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract No. ITB 15-006  
for RIGHT OF WAY IMPROVEMENTS
  
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 59 242606 (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 CHARLEY TOPPINO & SONS, INC. (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 guilt, in any federal or state trial court  
of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-  
jury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  1. A Predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of t 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 that 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) \_\_\_\_\_  
MARCH 10, 2015  
(date) \_\_\_\_\_

STATE OF FL

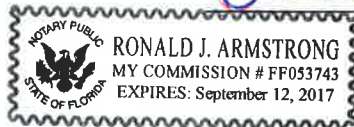
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
FRANK P. TOPPINO who, after first being sworn by me, affixed his/her signature  
\_\_\_\_\_ in the space provided above on this 10

(name of individual signing)

day of MARCH, 2015

My commission expires:



Ronald J. Armstrong  
NOTARY PUBLIC

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                )

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

By: *Ronald J. Armstrong*

Sworn and subscribed before me this

10 day of MARCH, 2015

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

My Commission Expires: \_\_\_\_\_ 

**INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR'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.

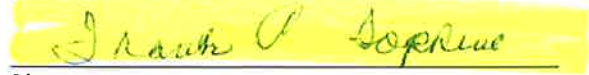
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend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

CONTRACTOR: CHARLEY TOPPINO & SONS, INC.

SEAL:

P.O. BOX 787 KEY WEST, FL 33041

Address



Signature

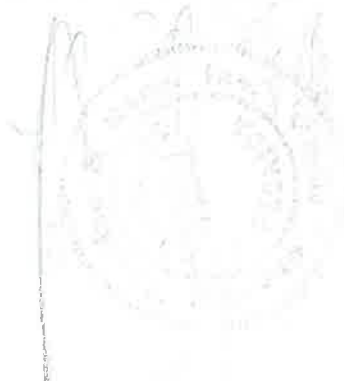
FRANK P. TOPPINO

Print Name

PRESIDENT

Title

DATE: MARCH 10, 2015



**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: 305 296-5606

Current Local Address: US HWY # 1 Fax: \_\_\_\_\_  
(P.O Box numbers may not be used to establish status)

Length of time at this address: 35 YEARS

Frank P. Toppino Date: 3-10-8  
Signature of Authorized Representative

STATE OF FL COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 10 day of MARCH, 2015.

By FRANK P. 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)

Ronald J. Armstrong  
Signature of Notary

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

Print, Type or Stamp Name of Notary  
RONALD J. ARMSTRONG  
MY COMMISSION # FF053743  
EXPIRES: September 12, 2017  
Title or Rank

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FL )  
 : SS  
COUNTY OF MONROE )

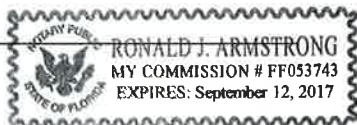
I, the undersigned hereby duly sworn, depose and say that the firm of CHARLEY TOPPINO & SONS, INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: Frank V. Toppino

Sworn and subscribed before me this  
10 Day of MARCH, 2015.

Ronald J. Armstrong  
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 (attached).

x [Redacted Signature]

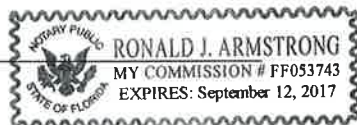
Sworn and subscribed before me this

10 Day of MARCH, 2015.

Ronald J. Armstrong

NOTARY PUBLIC, State of FL at Large

My Commission Expires: \_\_\_\_\_



## BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Proposal filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Proposal.
6. Experience record included.
7. Proposal signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same day.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award.
11. Proposal submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit, Public Entity Crime Forms, City of Key West Indemnification Form, Local Vendor Certification, Equal Benefits, Cone of Silence.

**CITY OF KEY WEST**  
**3126 Flagler Avenue**  
**Key West, FL 33040**

**ADDENDUM NO. 1 RIGHT-OF-WAY IMPROVEMENTS / ITB 15-006**

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

**ITB Questions Submitted:**

1. Under the Measurement and Payment Specification (Section 01025) no allowance is made for the removal, disposal and earthwork required to install the specified work. For example, several of the pay items such as 4" Thick Sidewalk (Pay Item 25), 6" Thick Sidewalk (Pay Item 26), FDOT Type D Curb (Pay Item 29) and FDOT Type F Curb (Pay Item 31) are typically installed where existing sidewalk and/or curb is present. These areas require significant demo and earthwork prior to the installation of the new sidewalk / curb. Is the contractor to assume that this work is incidental to the unit price provided or will separate payment be made on a time and material basis?

*The removal, disposal and earthwork required under Line Items 25 & 26 for 4" & 6" sidewalk installation & line items 29 & 30 for Type D & Type F curb installation is incidental to the contract.*

2. Specification Section 01020 (Summary of Work) lists typical projects where the work under this contract may apply, however, in some instances the quantity of work for a particular project may be significantly less than one of the typical projects listed. For example, the unit cost to install 1,000 SY of 4" thick sidewalk is dramatically different than the unit cost to 100 SY of 4" thick sidewalk. Can minimum project quantities be established so that accurate pricing can be developed based on the potentially wide swings in project size?

*The estimated quantities of the work identified in the Bid Proposal Form are proposed to be completed under this contract. The estimated quantities have been updated on pages 11 through 14 of the Proposal and are attached herein.*



3. Line 1. of Bid Proposal Form-Performance and Payment Bond "One Lump Sum" is the to be based on the total extended amount of the Bid Proposal Form or amount of Work Order per thousand dollars?

***Line item # 1 for Payment & Performance Bonds is a Lump Sum Item. This contract is a complete project and not a construction services contract. The work will completed concurrently; however, individual Work Orders will be issued but only as a means to track quantities & payment.***

4. Line 2. of Bid Proposal Form-Mobilization / Demobilization "1 Per Each" what size Work Order is this based upon?

***Please delete "1 Per Each" and insert "Lump Sum". All equipment needed to accomplish the work should be mobilized to Key West upon receipt of the Notice to Proceed. The cost of Mobilization / Demobilization should be reflected as a lump sum in Line Item # 2. Mobilization / Demobilization will be paid 25% upon issuance of Notice to Proceed, then subsequently in 25% increments as work is completed.***

**Revised ITB Document Pages:** The following pages have been revised and are included herein for replacement of the corresponding pages in the ITB Document.

<u>Page(s)</u>	<u>Description</u>
11 – 14	Proposal (Quantity changes)
61	Supplementary Conditions (Add specific event non-work day list)
83	Summary of Work (Proposed work list was abbreviated)
89	Measurement & Payment (B. Mobilization /Demobilization)
90	Measurement & Payment (L. Utility Appurtenance Adjustment)

All Bidders 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

**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: TOPPINO FRANK P

RECEIPT# 30140-9142

Owner Name: FRANK P TOPPINO  
Mailing Address: PO BOX 787  
KEY WEST, FL 33040

Business Location: US HWY 1  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (GENERAL/ENGINEERING  
CONTRACTOR)

Employees 30

STATE LICENSE: RG0045369/GC152A/ENG I I32A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 110-13-00007585 09/29/2014 125.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2015

Business Name: TOPPINO FRANK P

RECEIPT# 30140-9142

Owner Name: FRANK P TOPPINO  
Mailing Address: PO BOX 787  
KEY WEST, FL 33040

Business Location: US HWY 1  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (GENERAL/ENGINEERING  
CONTRACTOR)

Employees 30

STATE LICENSE: RG0045369/GC

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 110-13-00007585 09/29/2014 125.00

**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89800

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

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

Employees 10

STATE LICENSE: CC749A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 110-13-00007585 09/29/2014 25.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129

**EXPIRES SEPTEMBER 30, 2015**

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89800

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

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

Employees 10

STATE LICENSE: CC749A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 110-13-00007585 09/29/2014 25.00

**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

RECEIPT# 53110-25514

Business Name: ROCKLAND RECYCLING CENTER ENERGY  
COMMONS INC DBA

Owner Name: FRANK & EDWARD & GEORGE TOPPINO  
Mailing Address:

P O BOX 1149  
KEY WEST, FL 33041

Business Location: MM 8.5 US HWY 1  
KEY WEST, FL 33040

Business Phone: 305-296-5606  
Business Type: WHOLESALE SALES (RECYCLING CONST  
DEBRIS)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

**Paid 110-13-00007585 09/29/2014 30.00**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2015

RECEIPT# 53110-25514

Business Name: ROCKLAND RECYCLING CENTER ENERGY  
COMMONS INC DBA

Owner Name: FRANK & EDWARD & GEORGE TOPPINO  
Mailing Address:

P O BOX 1149  
KEY WEST, FL 33041

Business Location: MM 8.5 US HWY 1  
KEY WEST, FL 33040

Business Phone: 305-296-5606  
Business Type: WHOLESALE SALES (RECYCLING CONST  
DEBRIS)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

**Paid 110-13-00007585 09/29/2014 30.00**

**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

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

Business Location: US HWY 1  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A

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 110-13-00007585 09/29/2014 250.00**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2015

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

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

Business Location: US HWY 1  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A

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 110-13-00007585 09/29/2014 250.00**

**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: TOPPINO CONSTRUCTION CO INC

RECEIPT# 30140-7153

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

Business Location: ROCKLAND KEY  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (ENGINEERING CONTRACTOR  
131A)

Employees 10

STATE LICENSE: EC 131A 10-05

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 110-13-00007585 09/29/2014 25.00

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

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MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2015

Business Name: TOPPINO CONSTRUCTION CO INC

RECEIPT# 30140-7153

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

Business Location: ROCKLAND KEY  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (ENGINEERING CONTRACTOR  
131A)

Employees 10

STATE LICENSE: EC 131A 10-05

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 110-13-00007585 09/29/2014 25.00

**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: T AND B DRILLING LLC

RECEIPT# 30140-99340

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

Business Location: MM 9 ROCKLAND KEY  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (WELL DRILLING)

Employees 5

STATE LICENSE: 2947 EXP 7-31-2013

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 110-13-00007585 09/29/2014 20.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2015

Business Name: T AND B DRILLING LLC

RECEIPT# 30140-99340

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

Business Location: MM 9 ROCKLAND KEY  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (WELL DRILLING)

Employees 5

STATE LICENSE: 2947 EXP 7-31

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 110-13-00007585 09/29/2014 20.00

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

RG00045369

The GENERAL CONTRACTOR  
Named below HAS REGISTERED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2015  
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

TOPPINO, FRANK P  
CHARLEY TOPPINO & SONS INC  
POST OFFICE BOX 787  
KEY WEST FL 33041-0787

RICK SCOTT  
GOVERNOR

ISSUED: 06/30/2013 SEQ # L1306300000340  
DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY





STATE OF FLORIDA  
WATER WELL CONTRACTOR LICENSE

Issued to  
RUSSELL SICKLE

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License No. 11294 Expires 7/31/2015

  
DISTRICT CERTIFICATION OFFICER

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