

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

**PROPOSAL**

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: Bus Aprons – Lower Keys

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

Company Name: CHARLEY TOPPINO & SONS INC.  
Contact Name & Telephone #: RONALD J. ARMSTRONG 305 296-5606  
Email Address: 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 personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this 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.

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, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
- Contractual Liability	- Commercial Form
- CG2010 (1185) or Equivalent	- Broad Form Property Damage
- No exclusion for XCU	- Premises / Operations
- Products / Completed Operations	- Independent Contractors (if any part of the work is to be subcontracted out)
- Personal Injury	
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	\$2,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 365 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded 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 includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

**BASE BID**

**Item lump sum price shall include all Mobilization and Demobilization, Maintenance of Traffic, Earthwork, Rock Base, Asphalt, Striping and Lettering, Signage, and Sodding for a complete Bus Apron installation at each location.**

1. Big Coppitt Key – Bobalu’s	SB # 32	\$ 89,000.00	LS
2. Big Coppitt Key – Across from FKAA Pump Sta.	SB # 31	\$ 76,000.00	LS
3. Saddlebunch Key - Baby's Coffee (Shelter)	NB # 16	\$ 109,000.00	LS
4. Saddlebunch Key – Opposite Baby’s Coffee	SB # 28	\$ 92,000.00	LS
5. Sugarloaf Key (Upper) - Opposite Mangrove Mama’s	NB # 19	\$ 85,000.00	LS
6. Sugarloaf Key (Upper) - Mangrove Mama’s	SB # 25	\$ 76,000.00	LS
7. Cudjoe Key – Trailer Park / Coco’s Cantina	SB # 23	\$ 111,000.00	LS
8. Cudjoe Key – Opposite Coco’s Cantina	NB # 21	\$ 104,000.00	LS
9. Summerland Key – Mote Marine Lab	NB # 23	\$ 107,000.00	LS
10. Ramrod Key – Opposite Looe Key Tiki Bar	SB # 18	\$ 95,000.00	LS
11. Big Pine Key - Lobstertail Road	NB # 29	\$ 93,000.00	LS
12. Big Pine Key – CVS (Shelter) MM30	SB # 14	\$ 94,000.00	LS
13. Big Pine Key - NAPA (Shelter)	NB # 30	\$ 97,000.00	LS
14. Big Pine Key - Industrial Rd. (Shelter)	NB # 31	\$ 79,000.00	LS
15. Big Pine Key – Bistro (Shelter)	SB # 13	\$ 98,000.00	LS
16. Marathon - 42nd Street at Hobbs County Park	SB # 6	\$ 103,000.00	LS
<b>Total Base Bid Items 1 through 16</b>		<b>1,508,000.00</b>	<b>LS</b>

**ONE MILLION , FIVE HUNDRED EIGHT THOUSAND** Dollars and **ZERO** Cents  
**(amount written in words)**

**The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by Base Bid Item Number (Bus Apron Location) and associated Technical Specification Section Numbers within each Bus Apron Location. The Bidder may be considered non-responsive, if a Schedule of Values is not included in Bid package.**

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

DEMOLITION	\$136,000.00
EARTHWORK	\$250,000.00
MOT	\$65,000.00
CONCRETE FLATWORK	\$50,000.00

SUBCONTRACTORS

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

GENERAL ASPHALT, CORP

Name

4850 NW 72ND AVE MIAMI, FL 33166  
Street City State Zip

AMERICAN EMPIRE BUILDERS

Name

7476 nw 8th Street Miami, FL 33126  
Street City State Zip

ROAD RUNNERS STRIPING

Name

9804 NW 80th Ave. Hialeah Gardens, FL 33016  
Street City State Zip

Name

Street City State Zip

SURETY

TRAVELERS CASUALTY & SURETY

\_\_\_\_\_ whose address is  
One Tower Square, Hartford, CT 06183  
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

CHARLEY TOPPINO & SONS, INC.

\_\_\_\_\_ doing business at  
P.O. BOX 787, KEY WEST, FL 33041  
Street City State Zip

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

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

FRANK P. TOPPINO	PRESIDENT
EDWARD TOPPINO, SR	SECRETARY
DANIEL P. TOPPINO	ASSISTANT SECRETARY
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

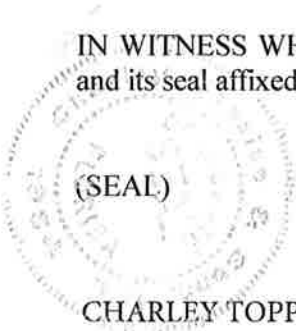
\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
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 6 day of MARCH 2017.



CHARLEY TOPPINO & SONS, INC.

Name of Corporation

By *Frank A. Toppino*

Title PRESIDENT

Attest *[Signature]*



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

**305 296-5606**

## **PAST PROJECTS**

**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
DONALD AVE CANAL EMBANK	\$ 50,912.00	BOND NO
16 <sup>TH</sup> ST PAVEMENT STABILIZATION	\$108,000.00	BOND NO
CAROLINE STREET IMPROVEMENTS	\$3,000,000.00	BOND YES
PUMP STATION "F"	\$1,671,000.00	BOND YES
SIMONTON STREET EMER OUTFALL	\$ 893,000.00	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
KWIA DRAINAGE RECONSTRUCTION	\$ 295,000	BOND YES

**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:**

FKA 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
REPUMP STATION BIG PINE KEY	\$ 919,020.00	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	\$2,363,000	BOND	YES
POINCIANA ELEMENTARY SCHOOL:	\$633,000	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
LANDINGS AT KEY HAVEN	\$1,500,000	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

SPINDRIFT HOTEL DEMO & SITEWORK	\$300,000.00	BOND NO
FIRE STATION # 2 CITY OF KEY WEST	\$661,000.00	BOND NO
SPINDRIFT HOTEL	\$150,000.00	BOND NO
HISTORIC SEAPORT COMMONS	\$ 81,000.00	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
SIGSBEE PARK YOUTH CENTER	\$89,600	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.



**PROJECTS:**

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.

**PROJECTS:**

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.

**PROJECTS:**

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.

**PROJECTS:**

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
HERITAGE TRAIL: SPANISH HARBOR	\$4,083,000.00	BOND YES

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

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

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

**19. DORADO/CONQUISTADOR**  
**541 N. PALMATTO AVE.**  
**SUITE 104**  
**SANFORD, FL 32771**  
**407 688-0600**

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

**PROJECTS:**

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

**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.

**PROJECTS:**

FLAGLER'S VILLAGE	\$956,445.00	BOND YES
OCEANSIDE MARINA DEMO	\$193,950.00	BOND NO

**22. GENERAL ASPHALT**

4950 NW 172 AVE  
MIAMI, FL 33166  
(305) 592-3480

**SCOPE OF WORK:** EXCAVATION, CLEAR / GRUBBING, ROAD BASE, CONCRETE WORK  
STORM DRAINAGE

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
TRUMAN AVE E6I33	\$125,588.00	BOND NO
S. ROOSEVELT-BIG COPPITT US # 1 T6320	\$1,860,000.00	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 AWRF	\$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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**25. CIVIC CONSTRUCTION**

7144 SW 47TH STREET  
MIAMI, FL 33155  
(305) 661-4859

**JL WOODE, LLC**

49 IMMIGRATION ST  
SUITE 103  
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

**PROJECTS:**

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.

HARRIS SCHOOL DEMO	\$86,000.00	BOND NO
HOB PARKING LOT, SOCCER FIELD	\$343,882.00	BOND YES

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

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

**SCOPE OF WORK:** SITE 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
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**30. DOUGLAS N. HIGGINS, KEY WEST**

5707 College Road  
Key West, FL 33040  
(305) 292-7717

**SCOPE OF WORK:** DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS, SANITARY SEWER.

EAST FRONT ST FLOOD MITIGATION, CKW	\$444,000.00	BOND NO
KEY WEST TRANSIT FACILITY	\$ 77,487.00	BOND NO

**31. LAYNE HEAVY CIVIL**  
4520 NORTH STATE ROAD 37  
ORLEANS, IN 47452  
812 865-3232

**SCOPE OF WORK:** TEMP INJECTIONS WELLS, SANITARY SEWER, WATER MAINS.

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM: OUTER ISLANDS	\$5,400,000.00	BOND NO
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**32. GIANNETTI CONTRACTING OF FL, INC.**  
2660 NW 15th Court # 108  
Pompano Beach, FL 33069-1500  
(954) 972-8104

**SCOPE OF WORK:** TEMP INJECTIONS WELLS

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM: OUTER ISLANDS	\$391,200.00	BOND NO
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**33. SOUTHERNMOST CABANA RESORT, LLC**  
P.O. Box 420236  
Summerland Key, FL. 33042  
(850) 221 2338

**SCOPE OF WORK:** SITEWORK, SANITARY SEWER, STORM SEWER, FIRE LINES, WATERMAINS.

SOUTHERNMOST CABANA RESORT	\$430,000.00	BOND NO
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**33. MARATHON OCEAN HOUSING LLC**  
5604 PGA BOULEVARD  
SUITE 109  
PALM BEACH GARDENS, FL 33418  
(561) 722-9725

**SCOPE OF WORK:** SITEWORK, SANITARY SEWER (GRAVITY & VAC SYSTEM), STORM SEWER, FIRE LINES, WATERMAINS, DEMOLITION, ROADWORK, CONCRETE WORK, ASPHALT PAVING, PAVEMENT STRIPING, LANDSCAPING.

TARPON HARBOR, MARATHON	\$2,223,000.00	BOND NO
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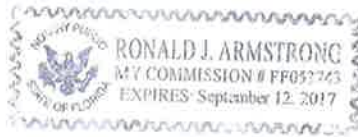
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Frank P. Jordan

Sworn and subscribed before me this 19 day of JAN, 2017.

NOTARY PUBLIC, State of FL at Large

My Commission Expires:



\*\*\*\*\*





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230629

Certificate No. 006719132

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William L. Parker, Davor I. Mimica, Ileana M. Bauza, William Frederick Kleis, and Eduardo A. Menendez

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 25th day of March, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of March, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FL )  
 ) : SS  
COUNTY OF MONROE )

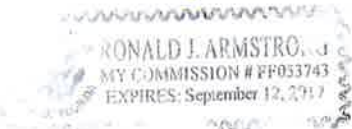
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Frank R. [Signature]*

Sworn and subscribed before me this 6 day of MARCH, 2017.

NOTARY PUBLIC, State of FL at Large

*Ronald J. Armstrong*  
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 \_\_\_\_\_  
BUS APRONS LOWER KEYS ITB# 17-013

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 \_\_\_\_\_  
59-2426906

(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  
(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 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).

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

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

       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

Frank P. Toppino  
(signature) 3-7-17  
(date)

STATE OF FL  
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
FRANK P. TOPPINO who, after first being sworn by me, affixed his/her  
(name of individual signing)  
signature in the space provided above on this 7 day of MARCH, 2017.

My commission expires:



Ronald J. Armstrong  
NOTARY PUBLIC

**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

3-7-17

Date



**Sec. 2-799. - Requirements for city contractors to provide equal benefits for domestic partners.**

(a) *Definitions.* For purposes of this section only, the following definitions shall apply:

- (1) *Benefits* means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) *Bid* shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) *Cash equivalent* means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalent of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) *Contract* means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction-related services or any combination of the foregoing.
  - (5) *Contractor* means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five or more full-time employees.
  - (6) *Covered contract* means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over \$20,000.00.
  - (7) *Domestic partner* shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than

those required for domestic partnership registration by the City of Key West pursuant to chapter 38, article V, of the Key West Code of Ordinances.

(8) *Equal benefits* means the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) *Equal benefits requirements.*

- (1) Except where otherwise exempt or prohibited by law, a contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include, but not be limited to, providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) *Mandatory contract provisions pertaining to equal benefits.* Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.



- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) *Enforcement.* If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach.
  - (5) Failure to comply with this section may also subject the contractor to the procedures set forth in division 5 [sic] of this article, entitled "Debarment of contractors from city work."
- (e) *Exceptions and waivers.* The provisions of this section shall not apply where:
- (1) The contractor does not provide benefits to employees' spouses.
  - (2) The contractor is a religious organization, association, society or any nonprofit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
  - (3) The contractor is a governmental entity.
  - (4) The sale or lease of city property.
  - (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to F.S. § 287.055 known as the "Consultants' Competitive Negotiation Act").
  - (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
    - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefit or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
  - (7) The city commission waives compliance of this section in the best interest of the city, including, but not limited to, the following circumstances:
    - a. The covered contract is necessary to respond to an emergency.
    - b. Where only one bid response is received.
    - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) *City's authority to cancel contract.* Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a nonresponsibility finding, issue a nonresponsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g) *Timing of application.* This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

(Ord. No. 12-05, § 1, 2-22-2012)

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FL )  
 : SS  
COUNTY OF MONROE )

CHARLEY TOPPINO & SON, INC.

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_ 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 P. Toppino*

Sworn and subscribed before me this

7 day of MARCH, 2017.

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

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



**Sec. 2-773. - Cone of Silence.**

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
  - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
  - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
  - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
  - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
  - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
  - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
  - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

- (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
    - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
    - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
  - (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publically noticed evaluation and/or selection committees;
  - (5) Contract discussions during any duly noticed public meeting;
  - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
  - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
  - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
  - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
  - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
  - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
  - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)



**DBE SPECIAL PROVISIONS DISADVANTAGED BUSINESS ENTERPRISE  
PROGRAM**

(REV 6-6-02) (FA 7-17-02) (1-03)

**Disadvantaged Business Enterprise Program.**

**General:** Prior to award of the Contract, have an approved DBE Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan and commitment to carry out the Plan shall be incorporated into and become a part of the awarded Contract. Failure to keep these commitments will be deemed noncompliance with these Specifications and a breach of the Contract. Take all necessary and reasonable steps to ensure that FDOT Certified Disadvantaged Business Enterprises, as defined in 49 CFR Part 26 and DOT Rule Chapter 14-78, have the opportunity to participate in, compete for and perform subcontracts. Do not discriminate on the basis of age, race, color, religion, national origin, sex or disability in the award and performance of DOT assisted Contracts.

**Plan Requirements:** Include the following in the DBE Affirmative Action Program Plan:

(a) A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The policy making body shall issue a policy statement signed by the chairperson, which expresses its commitment to utilize DBEs, outlines the various levels of responsibility, and states the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

(b) The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

Use techniques to facilitate DBE participation in contracting activities, which include, but are not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.
2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
4. Encouraging eligible DBEs to apply for certification with the Department.
5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

**DBE Records and Reports:** Submit the Anticipated DBE Participation Statement at or before the Pre-Construction Conference. Report monthly, through the Equal Opportunity Reporting System on the Department's Website, actual payments, retainage, minority status, and work type



of all subcontractors and major suppliers. The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts, which include the following:

- (a.) The procedures adopted to comply with these Specifications;
- (b.) The number of subordinated Contracts on Department projects awarded to DBEs;
- (c.) The dollar value of the Contracts awarded to DBEs;
- (d.) The percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
- (e.) A description of the general categories of Contracts awarded to DBEs; and
- (f.) The specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

All such records are required to be maintained for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION**

### **49 CFR Part 29 - Appendix B**

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

### **Instructions For Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
Signature/Authorized Certifying Official

FRANK P. TOPPINO, PRESIDENT  
\_\_\_\_\_  
Typed Name and Title

CHARLEY TOPPINO & SONS, INC.  
\_\_\_\_\_  
Applicant/Organization

3-7-17  
\_\_\_\_\_  
Date Signed



## INSTRUCTIONS FOR COMPLETION OF SELF-DISCLOSURE OF LOBBYING ACTIVITIES

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

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

application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

Form DEP 55-221 (01/01)

**PROHIBITED INTERESTS FORM AND NOTICE**

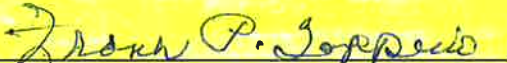
I, FRANK P. TOPPINO, PRESIDENT, certify that neither  
(Printed Name) (Title)  
CHARLEY TOPPINO & SONS, INC., P.O.BOX 787, KW, FL 33041  
(Company Name) (Company Address)

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, the City of Key West with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

  
Signature



## BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Proposal filled in, using black ink.
3. Total and unit prices added correctly and attached Schedule of Values
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 date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Proof of current FDOT applicable Work Classes Qualifications.
11. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
12. BID submitted intact with the volume entitled "Bidding Requirements" in the format of two (2) original bid packages and two (2) USB flash drives as stated in the Invitation to Bid.
13. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.



**THE CITY OF KEY WEST**  
Post Office Box 1409  
Key West, FL 33041-1409

**ADDENDUM NO. 1**  
**ITB 17-013**  
**PROJECT TS1102 – BUS APRONS – LOWER KEYS**

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

Exhibit 1. February 1, 2017 Pre-Bid Meeting Minutes with meeting attendee Sign-In Sheet

Emailed Questions and Answers:

Question 1. Received on February 22, 2017 – Is there a cost estimate/budget?

Answer: Per SRS Engineering Construction Cost Estimate, the total estimate cost is \$658,769.00.

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.

A handwritten signature in black ink, appearing to read "R. Toppino".

\_\_\_\_\_  
Signature

\_\_\_\_\_  
CHARLEY TOPPINO & SONS, INC.

Name of Business



THE CITY OF KEY WEST

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

Bus Aprons - Lower Keys ITB 17-013

Pre-Bid Meeting

Wednesday, February 1, 2017 9:30 AM

**Minutes**

**1. Project Scope Overview**

- Construction of 16 new Asphalt Surface Bus Aprons with Pedestrian ADA Alighting/Bus Shelter Accessibility
- Apron locations range between Big Coppitt Key and City of Marathon – **2 @ Big Coppitt Key, 2 @ Wells Key, 2 @ Sugarloaf Key, 2 @ Cudjoe Key, 1 @ Summerland Key, 1 @ Ramrod Key, 5 @ Big Pine Key, and 1 @ City of Marathon**
- Apron construction within FDOT ROW along US1 Highway

**2. Project Schedule**

- Bid Opening Date – Wednesday, March 8th at 3:00 PM
- City Commission Award Construction Contract – May 2017
- Construction Contract Notice to Proceed Issuance – May 2017
- Construction Contract Completion – May 2018 – **noted contract duration allows for contractor obtaining FDOT Construction Agreement permit**

**3. Bid Preparation Consideration Topics**

- Bid Preparation requires submitting Bid Proposals per the Invitation to Bid and Instructions to Bidder stipulations – reference pages 1 through 9 – **suggested contractors closely reviewing Bidders Checklist on Page 46.**
- Bid Preparation Questions must be submitted only in writing and at least 10 working days prior to bid opening date – reference page 3, therefore questions submittal deadline is February 22<sup>nd</sup>, 2017. Answers to written questions provided by Addendum.
- FDOT Bidder Qualifications Requirement – reference pages 1 and 99
- City Forms – Completed Forms are a requirement of Proposal – reference page 5
- Bid Type – Lump Sum – reference pages 4 and 13 – **noted lump sum prices by location**
- Schedule of Values – breakdown by associated technical specification number within each apron location – reference pages 4 and 13. – **noted technical specification include FDOT bid item numeration and description for contractor assembling schedule of values by location**
- Bid Security - 5% of Base Bid pricing shall be provided with Proposal – reference page 6
- Contract Award - 60 days from bid opening – reference page 7
- Contract Award Basis on the lowest total base bid – reference pages 7
- Contract Bonds such as; Performance and Payment Bonds are a Contract Requirement – reference page 7
- Contract includes FTA Third Party Contract Clauses – reference page 48

**4. Project General Considerations**

- NEPA – reference page 105 – **noted permit does not allow impacting trail or mangroves**
- Davis Bacon Wage Determination – reference pages 106 through 110 – **most recent determination of January 6 included in the bid package**
- FDEP Florida Keys Heritage Trail protection and repair requirements – reference page 111 – **noted FDEP requests contractor not staging equipment or materials on trail and any damages to trail require full width repair.**

*Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.*

- FDOT Contractor's Permit (Construction Agreement) – reference pages 112 through 115 – ***noted fully executed Construction Agreement is a requirement before starting construction and Construction Agreement requires additional insurance and bonds.***
- SFWMD Permit Exemption – reference pages 123 through 124
- DBE Plan – reference pages 133 through 159 – ***noted the requested DBE goal matches the state 9.9% goal and Consultant's participation within the Master Agreement value meets this goal.***
- FTA Review – reference page 160

#### 5. Project Administration

- City - Construction Engineering and Contract Administration by SRS Engineering
- City - Construction Quality Assurance Inspection by AMEC
- FDOT - Construction Administration and Field Inspection by FDOT
- ***City oversight by Tim Carter, Engineering Department Projects Designer with the City of Key West***

**City of Key West - ITB 17-013 Bus Aprons Lower Keys - February 1, 2017 - Pre Bid Meeting Sign-in Sheet**

	NAME	COMPANY	PHONE NO.	E-MAIL
1	Ryon LaChapelle	SeaTech, Inc.	305-304-8406	RYONL@SEATECH.CC
2	Devon Steckly	CKW	305-809-3747	dsteckly@cityofkeywest-fl.gov
3	Carolyn Sheldon	CKW	305-809-3741	csheldon@cityofkeywest-fl.gov
4	Tim Carter	CKW	305-809-3764	tcarter@cityofkeywest-fl.gov
5	Carlynn Haine	CKW	305-809-3913	Chaine@cityofkeywest-fl.gov
6				
7				
8				
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11				
12				
13				
14				



FDOT Work Classes



**Florida Department of Transportation**

**RICK SCOTT  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JIM BOXOLD  
SECRETARY**

April 22, 2016

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

**In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.**

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:  
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING, UNDERGROUND UTILITIES, SIDEWALKS CONCRETE CURB, RIP RAP, GROUT INJECTION, LIFT/PUMP STATION.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

**Alan D Autry**

Alan Autry, Manager  
Contracts Administration Office

Digitally signed by Alan D Autry  
DN: c=US, o=IdemTrust ACES Business Representative,  
ou=FLORIDA DEPARTMENT OF TRANSPORTATION, cn=Alan D  
Autry,  
0.9.2342.19200100.1.1-A01097C000014DE787191B0000  
-4274  
Date: 2016.04.22 13:29:54 -0400

AA:cj



Contractor Pre-Qualification (CPQ)

ASHLEY@CHARLEYTOPPINOANDSONS

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Annual Application

4/25/2016 10:44:13 AM EST

- [Vendor](#) [Stakeholders](#) [Affiliates](#) [Work Classes](#) [Financial](#) [Contracts](#) [Manage](#)
- [Attach Financial Statements](#) [Additional Documentation](#) [Submit](#) [Application Summary](#)

**Vendor Number:** F592426906002  
**Application Status:** COMPLETED

**Name:** CHARLEY TOPPINO & SONS, INC.  
**Fiscal Year End Date:** 12/31/2015 **Application Due Date:** 4/30/2016

<b>Adjusted Current Ratio:</b>	1.81		
<b>Ability Score:</b>	75	<b>Surety Multiplier:</b>	0
<b>Ability Factor:</b>	4	<b>Calculated Maximum Bid Capacity:</b>	\$ 507,400,000.00
<b>Adjusted Net Worth:</b>	\$ 70,085,349.00		

Document	Mailed	Received	Attached
Audited or Reviewed Financial Statements	4/18/2016	4/18/2016	N/A
Affidavit	4/18/2016		FDOT 2016 - AFFIDAVITS SIGNED.PDF <input type="button" value="Request Document"/>
Equipment	4/18/2016		123115 EQUIPMENT LISTING- FDOT FORMAT-FINAL.PDF <input type="button" value="Request Document"/>
Surety Letter			
Letters of Recommendation			
	N/A	N/A	FDOT 2016 - 12.31.15 AUDITED FINANCIAL STATEMENTS.PDF <input type="button" value="Request Document"/>
Additional Document	N/A	N/A	FDOT 2016 - APPLICATION LETTER WITH BACKUP.PDF <input type="button" value="Request Document"/>





Contractor Pre-Qualification (CPO)

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**Annual Application**

4/25/2016 10:50:16 AM EST

[Vendor](#) [Stakeholders](#) [Affiliates](#) [Work Classes](#) [Financial](#) [Contracts](#) [Manage](#)

**Vendor Number:** F592426906002  
**Application Status:** COMPLETED

**Name:** CHARLEY TOPPINO & SONS, INC.  
**Fiscal Year End Date:** 12/31/2015 **Application Due Date:** 4/30/2016

Work Class	Previously Qualified	Work Class Requested	Work Class Approved
BASCULE BRIDGE REHABILITATION			
BRIDGE DECK OVERLAYS			
BRIDGE PAINTING			
CATHODIC PROTECTION			
COMPUTERIZED TRAFFIC CONTROL			
DEBRIS REMOVAL (EMERGENCY) *	✓	✓	✓
DRAINAGE	✓	✓	✓
ELECTRICAL WORK	✓	✓	✓
FENCING	✓	✓	✓
FLEXIBLE PAVING	✓	✓	✓
GRADING	✓	✓	✓
GRASSING, SEEDING AND SODDING	✓	✓	✓
GUARDRAIL	✓	✓	✓
HOT IN PLACE RESURFACING *			
HOT PLANT-MIXED BITUM. COURSES			
INTELLIGENT TRANSPORTATION SYSTEMS *			
INTERMEDIATE BRIDGES	✓	✓	✓
LANDSCAPING *			
MAJOR BRIDGE - BASCULE SPANS			
MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE			
MAJOR BRIDGE - CABLE STAYED CONSTRUCTION			
MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE			
MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION			
MAJOR BRIDGE - CURVED STEEL GIRDERS			
MAJOR BRIDGE - MULTI-LEVEL ROADWAYS			

MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION			
MINOR BRIDGES	✓	✓	✓
PAVEMENT MARKING			
PORTLAND CEMENT CONCRETE ROADWAY PAVING			
R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE)			
R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE			
R&R MAJOR BRIDGE - CABLE STAYED CONSTRUCTION			
R&R MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION			
R&R MAJOR BRIDGE - MULTI-LEVEL ROADWAY			
R&R MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION			
R&R MAJOR BRIDGE- CURVED STEEL GIRDERS			
R&R MINOR BRIDGES			
ROADWAY SIGNING	✓	✓	✓
TRAFFIC SIGNAL			

[\\*Additional Requirements for Work Classes](#)

**Document currently attached:** DEBRIS REMOVAL CONTRACTOR SIGN UP FORM-FINAL.PDF

[Debris Clearing Sign-Up Form](#)

**Previously Qualified Other Specialty Work Classes :**

UNDERGROUND UTILITIES, SIDEWALKS CONCRETE CURB, RIP RAP, GROUT INJECTION, LIFT/PUMP STATION.

**Other Specialty Work Classes Requested :**

UNDERGROUND UTILITIES, SIDEWALKS CONCRETE CURB, RIP RAP, GROUT INJECTION, LIFT/PUMP STATION.

**Other Specialty Work Classes Approved :**

UNDERGROUND UTILITIES, SIDEWALKS CONCRETE CURB, RIP RAP, GROUT INJECTION, LIFT/PUMP STATION.

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**FLORIDA DEPARTMENT OF TRANSPORTATION**  
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)



Send Prequalification Questions or Comments to [Contracts Administration Office](#)  
[Internet Privacy Policy, Disclaimers & Credits](#)



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

<b>LICENSE NUMBER</b>	
RG0045369	



The GENERAL CONTRACTOR  
Named below HAS REGISTERED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2017  
(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



ISSUED: 08/10/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1508100001321

**2016 / 2017  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2017**

Business Name: CHARLEY TOPPINO & SONS INC  
 Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUAL  
 Mailing Address: 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

RECEIPT# 30140-89799

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 116-15-00001144 07/08/2016 250.00**

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, 2017**

Business Name: CHARLEY TOPPINO & SONS INC  
 Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUAL  
 Mailing Address: 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

RECEIPT# 30140-89799

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 116-15-00001144 07/08/2016 250.00**

**2016 / 2017  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2017**

Business Name: MONROE CONCRETE PRODUCTS INC  
 Owner Name: FRANK AND GEORGE TOPPINO  
 Mailing Address: PO DRAWER 1149  
 KEY WEST, FL 33041  
 RECEIPT# 39140-67814  
 Business Location: MM 9 ROCKLAND KEY  
 KEY WEST, FL 33040  
 Business Phone: 305-296-9164  
 Business Type: MANUFACTURING (MANUFACTURING CONCRETE)  
 Employees 10

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 107-15-00000899 07/11/2016 30.00**

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, 2017

Business Name: MONROE CONCRETE PRODUCTS INC  
 Owner Name: FRANK AND GEORGE TOPPINO  
 Mailing Address: PO DRAWER 1149  
 KEY WEST, FL 33041  
 RECEIPT# 39140-67814  
 Business Location: MM 9 ROCKLAND KEY  
 KEY WEST, FL 33040  
 Business Phone: 305-296-9164  
 Business Type: MANUFACTURING (MANUFACTURING CONCRETE)  
 Employees 10

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 107-15-00000899 07/11/2016 30.00**

**2016 / 2017  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2017**

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 116-15-00001144 07/08/2016 30.00**

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, 2017

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 116-15-00001144 07/08/2016 30.00**

**2016 / 2017  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2017**

RECEIPT# 30140-99340

Business Name: T AND B DRILLING LLC  
  
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

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 107-15-00002231 08/17/2016 20.00**

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, 2017

RECEIPT# 30140-99340

Business Name: T AND B DRILLING LLC  
  
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

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 107-15-00002231 08/17/2016 20.00**



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

Business Name T AND B DRILLING LLC CTINbr:0018407  
Location Addr M M 9 ROCKLAND KEY  
Lic NBR/Class 17-00022594 CONTRACTOR - SPEC WELL DRILLING  
Issue Date: August 17, 2016 Expiration Date:September 30, 2017  
License Fee \$103.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$103.00

Comments: LEONARD, GEORGE, QUALIFIER  
KARL SICKLE, SECONDARY QUALIFI

This document must be prominently displayed.

T AND B DRILLING LLC  
P.O. BOX 787  
KEY WEST FL 33041

T AND B DRILLING INC

Oper: 25504  
Date: 2017  
OR  
Lic Occupational Revenue  
1.00  
Trans number: 8030  
CK DEDX  
\$103.00  
308729  
\$103.00

Trans date: 8/17/16 Time: 14:13:16

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

Business Name	CHARLEY TOPPINO & SONS (EDWAR)	CLINbr:0005358
Location Addr	MM 8 1/2 ROCKLAND KEY	
Lic NBR/Class	17-00017557 CONTRACTOR - REG ENGINEERING I	
Issue Date:	July 14, 2016	Expiration Date:September 30, 2017
License Fee	\$325.00	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$325.00	

Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

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

Oper: 0005358 Type: OC  
Date: 2017-07-20 Receipt no: 0005358  
OR 17557 LIC OCCUPATIONAL RENEWAL  
Trans Number: 672942 \$325.00  
DK CHECK \$975.00  
Trans date: 7/20/15 Time: 9:00:41

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

Business Name CHARLEY TOPPINO & S (FRANK RG) CTINbr:0005344  
Location Addr 2011 FLAGLER AVE  
Lic NBR/Class 17-00023997 CONTRACTOR - REG GENERAL  
Issue Date: July 14, 2016 Expiration Date:September 30, 2017  
License Fee \$325.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$325.00

Comments:

This document must be prominently displayed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)  
POB 787

KEY WEST FL 33041

Oper: 2017 Type: CC Driver: J  
Date: 2017 Receipt no: 2584  
OR LIC 0005344 RENEW  
Trans number: \$325.00  
CK CHECK 67842 3086158  
\$975.00  
Trans date: 7/20/16 Time: 5:00:41

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPINO & S (FRANK ENG CTINbr:0010428  
Location Addr 2011 FLAGLER AVE  
Lic NBR/Class 17-00023996 CONTRACTOR - REG ENGINEERING I  
Issue Date: July 14, 2016 Expiration Date:September 30, 2017  
License Fee \$325.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$325.00

Comments:

This document must be prominently displayed.

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

CHARLEY TOPPINO & SONS, INC.

Open Receipt  
Date: 2016-07-20 15:00  
Trans Number: 67842  
OK 15:00  
Trans date: 7/20/16 Time: 5:00:41



CITY OF KEY WEST  
 BUS APRONS-LOWER KEYS BID  
 ITB # 17-013

**DBE SUBCONTRACTOR BID INFORMATION**

DBE SUBCONTRACTOR	WORK TYPE	EST SUB AMOUNT
-------------------	-----------	----------------

AMERICAN EMPIRE BUILDERS 7476 nw 8th Street Miami, Fl 33126	CONCRETE	\$ 20,000.00
---	----------	--------------

ROAD RUNNERS STRIPING 9804 NW 80th Ave. Hialeah Gardens, FL 33016	PAVEMENT STRIPING	\$ 28,000.00
---	----------------------	--------------

**TOTAL DBE:** \$ 48,000.00

**DBE PARTICIPATION %** 3.2%

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ANTICIPATED DBE PARTICIPATION STATEMENT ('ADBEPS')**  
**LOCAL AGENCY PROGRAM**

275-030-12  
 EQUAL OPPORTUNITY OFFICE  
 04/12

1. FDOT LAP AGREEMENT#	2. FDOT LAP AGREEMENT AMT (\$)	3. LOCAL AGENCY'S CONTRACT # WITH PRIME ITB 17-013	4. LOCAL AGENCY NAME CITY OF KEY WEST
5. PRIME CONTRACTOR NAME CHARLEY TOPPINO & SONS, INC.			6. FEID NUMBER OF PRIME CONTRACTOR 56 2426908
7. CONTRACT DOLLAR AMOUNT WITH PRIME			8. FEID NUMBER OF LOCAL AGENCY
9. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED 'DBE'? (Disadvantaged Business Enterprise) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		10. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input checked="" type="checkbox"/> MAINTENANCE <input type="checkbox"/> OTHER? _____	
11. ADBEPS REVISION? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If yes, revision number _____			

**12. ANTICIPATED DBE SUBCONTRACTS**

	DBE SUBCONTRACTOR OR SUPPLIER COMPANY NAME AND FEID NUMBER	TYPE OF WORK, NAICS AND FDOT SPECIALTY CODE(S)	DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
<b>A</b>	NAME: AMERICAN EMPIRE BUILDERS FEID: 75-2993152	WORK: CONCRETE WORK NAICS CODE: SPEC CODE:	\$20,000.00	
<b>B</b>	NAME: ROAD RUNNERS STRIPING FEID: 56-2663962	WORK: PAVEMENT STRIPING NAICS CODE: SPEC CODE:	\$28,000.00	
<b>C</b>	NAME: FEID:	WORK: NAICS CODE: SPEC CODE:		
<b>D</b>	NAME: FEID:	WORK: NAICS CODE: SPEC CODE:		
<b>E</b>	NAME: FEID:	WORK: NAICS CODE: SPEC CODE:		
			12F TOTAL DOLLARS TO DBE'S \$48,000.00	12G TOTAL PERCENT OF CONTRACT 3%

**SECTION TO BE FILLED BY PRIME CONTRACTOR**

13. SUBMITTED BY RONALD J. ARMSTRONG	14. DATE 3-8-17	15. TITLE OF SUBMITTER PROJECT MANAGER
16. EMAIL ADDRESS OF PRIME CONTRACTOR SUBMITTER RONALDJ@TOPPKW.COM	17. FAX NUMBER 305 296-5189	18. PHONE NUMBER 305 296-5606

**SECTION TO BE FILLED BY LOCAL AGENCY**

19. SUBMITTED BY	20. DATE	21. TITLE OF SUBMITTER
22. EMAIL ADDRESS OF SUBMITTER	23. FAX NUMBER	24. PHONE NUMBER

**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.**

**THE FOLLOWING SECTIONS ARE FOR FDOT USE**

DISTRICT	25. PROCESSED BY	26. DATE TO EO OFFICE	27. EXECUTED DATE (LAP AGREEMENT)	28. EXECUTED DATE BETWEEN LOCAL AGENCY & PRIME	29. PRECON CONF DATE
30. SUBMITTED TO EO BY <input type="checkbox"/> FAX <input type="checkbox"/> EMAIL <input type="checkbox"/> SHARED FOLDER					
EO OFC	31. INCLUDED IN DBE PARTICIPATION REPORT OF M/D/Y				

**LETTER OF INTENT BETWEEN BIDDER/OFFERER AND DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

(Forms to be completed and signed for each DBE firm and submitted at time of bid.)

Name of bidder/offerer's firm: CHARLEY TOPPINO & SONS, INC.

Address: P.O. BOX 787

City: KEY WEST State: FL Zip: 33041

Name of DBE firm: American Empire Builders

Address: 7476 NW 8th Street

City: Miami State: FL Zip: 33126

Telephone: (305) 261-9276

DBE firm is currently certified as a DBE and is listed in Florida Unified Certification Directory at <https://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/> Yes No  
X

Description of work to be performed by DBE firm:

CONCRETE WORK

The bidder/offerer is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 20,000.00

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar values as stated above.

By  (Signature) President. (Title)

**If the bidder/offerer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

(Submit a separate letter of intent using this form for each DBE subcontractor or vendor with bid.)

**LETTER OF INTENT BETWEEN BIDDER/OFFERER AND DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

(Forms to be completed and signed for each DBE firm and submitted at time of bid.)

Name of bidder/offerer's firm: CHARLEY TOPPINO & SONS, INC.

Address: P.O. BOX 787

City: KEY WEST State: FL Zip: 33041

Name of DBE firm: ROAD RUNNERS STRIPING

Address: 9804 NW 80TH AVE

City: HIALEAH GARDENS State: FL Zip: 33016

Telephone: (305) 885-9448

DBE firm is currently certified as a DBE and is listed in Florida Unified Certification Directory at <https://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

	<u>Yes</u>	<u>No</u>
	X	

Description of work to be performed by DBE firm:  
ROADWAY STRIPING

The bidder/offerer is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 28,000.00

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar values as stated above.

By  (Signature) president (Title)

**If the bidder/offerer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

(Submit a separate letter of intent using this form for each DBE subcontractor or vendor with bid.)





*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

**February 19, 2014**

**RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL**

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

**Charley Toppino & Sons, Inc.**

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Stefan Kulakowski  
State Contract Compliance Administrator  
Equal Opportunity Office

**AFFIRMATIVE ACTION PLAN EXPIRATION: February 19, 2017**

**This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.**

# CHARLEY TOPPINO & SONS, INC.

EQUAL OPPORTUNITY OFFICE

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

3/28

## DBE Affirmative Action Plan

### Policy Statement

It is the policy of Charley Toppino & Sons, Inc., that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and Charley Toppino & Sons, Inc. Subcontractors and/or suppliers to Charley Toppino & Sons, Inc. will also be bound by the requirements of Rule Chapter 14-78, F.A.C.

Charley Toppino & Sons, Inc., and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with the Florida Department of Transportation.

Charley Toppino & Sons, Inc., and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex or age in the administration of the contracts with the Department of Transportation.

Charley Toppino & Sons, Inc., has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout Charley Toppino & Sons, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the company.

Date February 3, 2011

*Frank P. Toppino*  
Frank P. Toppino, President  
Charley Toppino & Sons, Inc.  
P. O. Box 787  
Key West, FL 33041

FLORIDA DEPARTMENT OF TRANSPORTATION  
EQUAL OPPORTUNITY OFFICE  
APPROVED: *[Signature]*  
DISAPPROVED: \_\_\_\_\_  
DATE: 2/3/11

592426906

Approved: *[Signature]*  
2/19/11

An Equal Opportunity Employer

# CHARLEY TOPPINO & SONS, INC.

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

## 1. DESIGNATION OF LIAISON OFFICER

Charley Toppino & Sons, Inc., will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Active Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, and maintaining, monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the Florida Department of Transportation, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the Florida Department of Transportation.

The following individual has been designated Liaison Officer with the responsibility for implementing the Company's Affirmative Action Program in accordance with the requirements of the Florida Department of Transportation.

Daniel P. Toppino  
Charley Toppino & Sons, Inc.  
P. O. Box 787  
Key West, FL 33041  
(305) 296-5606

# CHARLEY TOPPINO & SONS, INC.

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

## 11. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, Charley Toppino & Sons, Inc, has identified the following known barriers to participation by disadvantaged subcontractors, before describing it's proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform Florida Department of Transportation work;
3. Lack of interest in performing on Florida Department of Transportation contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of Charley Toppino & Sons, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the Florida Department of Transportation. Charley Toppino & Sons, Inc. will:

1. Provide written notice to all certified DBE subcontractors in the geographical Area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of the work to be performed by DBE's in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

## CHARLEY TOPPINO & SONS, INC.

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

4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities.
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company.
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

Charley Toppino & Sons, Inc., understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

### 111. IMPLEMENTATION

On contracts with specific DBE goals, Charley Toppino & Sons, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

# CHARLEY TOPPINO & SONS, INC.

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## IV. REPORTING

Charley Toppino & Sons, Inc., shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided.
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects.
4. The Company shall comply with Florida Department of Transportation's Requirements regarding payments to subcontractors including DBE's for each month (estimate period) in which the companies have worked.

## V. DBE Directory

Charley Toppino & Sons, Inc. will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01 Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.