

INVITATION TO BID

Sealed bids for the City of Key West **ITB #23-022 CLINTON SQUARE POCKET PARK**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on January 16, 2024**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. The bid package is to be enclosed in a sealed envelope, clearly marked on the outside **“BID FOR CLINTON SQUARE POCKET PARK-ITB #23-022”** addressed and delivered to the City Clerk at the address noted above.

The project includes, but not limited to, civil, structural, landscape architectural, design build irrigation, and lighting/electrical enhancements to the existing Clinton Square Pocket Park in Key West, Florida. Project specifics and specifications are as shown in Part 5- Drawings of this Invitation to Bid (ITB).

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A non-mandatory pre-bid meeting will be held in the City Manager’s conference room at City Hall, 1300 White Street, Key West Florida 33040 on **December 21, 2023, at 10:00- A.M. followed by a site walk at Clinton Square Pocket Park at 281 Front St. Key West FL, 33040. Join on TEAMS at:**

Meeting ID: 272 766 248 598 Passcode: 99rdff

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2YxNThlMGUtYmM5YS00Nzc5LTg2NzktZjZlNGI5MWFkYzNm%40thread.v2/0?context=%7b%22Tid%22%3a%2277ab94c3-9cbc-4090-a88d-c4d5e6d28a39%22%2c%22Oid%22%3a%22f6eaf79d-8aa9-4f31-946b-e2deedf2ca45%22%7d

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The Bidder shall furnish documentation showing that he/ she is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he/ she holds at a minimum, the following licenses & certificates.

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. City of Key West Business Tax License Receipt

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his/ her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

The CITY hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

For information concerning the proposed work please contact **Keith Bring, Project Manager, City of Key West** by email at keith.bring@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he/ she is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CITY may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City. (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor formalities or irregularities in any proposal.

The CITY retains the right to award bid to the bidder that best meets the needs of the City.

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

B. DOCUMENT INTERPRETATION

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Sr. Project Manager and Engineering Director, in writing at least **10** calendar days prior to Bid opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

The project includes, but not limited to, civil, structural, landscape architectural and lighting/electrical, including design build irrigation system enhancements to the existing Clinton Square Pocket Park in Key West, Florida. Project specifics and specifications are as shown in Part 5- Drawings of this ITB. A general description of the work is provided in these Contract Documents, Specification Section 01010 Scope of Work (Part 4). Project specifics and details are as shown on the Drawings included as Part 5 of the Contract Documents.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Proposer must inform himself/ herself of the conditions relating to the execution of the work and make himself/ herself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his/ her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself/ herself of, and the Proposer awarded a Contract shall

comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

5. TYPE OF BID

LUMP SUM

The Proposal for the work is to be submitted on lump sum basis. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 5% maximum of total construction costs.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to BID.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one BID for work contemplated, all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his/ her BID in the blank space provided, therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership,

a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his/ her bid, his/ her experience record showing his/ her experience and expertise in construction and directory construction, typical foundation and CMU construction, hardscapes, and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit at least 3 references from the above work experience.

The bidder shall submit with their bid, a list of items to be performed by his/ her own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his/ her bid:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vendor Certification
7. Non-Collusion Affidavit
8. Scrutinized Companies List Certification
9. Proof of Required Insurance

E. CITY OF KEY WEST LICENSE REQUIRED

Contractor is required to have a Certified or Registered General Contractors City of Key West license. License shall be obtained within ten (10) days of Notice of Award.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BID

All BIDS must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

Each Bid must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his/ her BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond on behalf of the Surety must attach a notarized copy of his/ her power-of-attorney as evidence of his/ her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he/ she shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals he/ she accompanied.

12. AWARD OF CONTRACT

The Award will be made under one Contract by the Owner on the basis of the Bid from the lowest, responsive, responsible Bidder. **The Owner may award entire Bid or selected line items based on the CITY'S best interest and available funds at time of Award.**

Within 90 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids. Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.

The CITY reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids, or if bids exceed the budgeted amount.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective

workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

C. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond on behalf of the Surety must attach a notarized copy of his/ her power-of-attorney as evidence of his/ her authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him/ her and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his/ her bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may only be allowed in accordance with the provisions stated in the General Conditions. Time allowed for completion of the work authorized is stated in Bid.

When the Contractor receives a Notice to Proceed, he/ she shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in the Contract.

The term of this contract will be **180 calendar days from date of Notice to Proceed.**

18. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public

agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

20. BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/ she has carefully examined the Contract Documents and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

21. SALES AND USE TAXES

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

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BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **CLINTON SQUARE POCKET PARK**
Project No.: ITB #23-022

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

Company Name: Charley Toppino & Sons, Inc

Contact Name & Telephone #: Andrew Toppino

Email Address: AToppino@charleytoppino.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

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

GENERAL INSURANCE REQUIREMENTS

During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described in the General and Supplemental Conditions of the Contract.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **180 calendar days**, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$500.00** 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.

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

ADDENDA

The Bidder hereby acknowledges that he/ she 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/ her Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

LUMP SUM WORK ITEMS

The Proposal for the work is to be submitted on lump sum basis. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

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 individual lump sum amounts. The Bidder agrees that the lump sum pricing include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

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BID SCHEDULE

LUMP SUM BID

Bid prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Prices for the various work line items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made, therefore.

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

- | | |
|---|----------------------|
| 1. <u>Mobilization, General/Supp Conditions and Demobilization</u>
(5% of Construction Cost Max.) | \$ <u>53,770.50</u> |
| 2. <u>Payment and Performance Bonds</u> | \$ <u>26,885.25</u> |
| 3. <u>Clinton Square Pocket Park Construction</u>
(Includes all labor, equipment, & materials for a complete project | \$ <u>994,754.25</u> |

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

- | | |
|---|------------------------|
| 4. Total Construction Cost (Lump Sum Items 1 – 3) | \$ <u>1,075,410.00</u> |
|---|------------------------|

One Million Seventy Five Thousand Four Hundred Ten Dollars & Zero Cents
(amount written in words)

Payment for materials and equipment authorized by the ENGINEER in a written Change Order but not listed in the above Bid will be provided at the supplier's 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.)

Demo/Clearing/Hauling \$63,862.00	Erosion Control \$8,315.00
Limerock, Base Work \$79,215.00	Sidewalk & Curbs \$90,550.00

Strom Drainage \$73,920.00

Nest Benches & Bollards \$59,860.00

Landscape Beds - Sub Base \$25,250.00

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:

Blue Native of the Florida Keys

Name

1010 Kennedy Drive, Key West, FL, 33040
Street City State Zip

Shade Tree - Tree Service Inc
Name

PO Box 1341, Key West, FL, 33041
Street City State Zip

Florida Keys Electric, Inc

Name

905 Overseas Hwy, Key West, FL, 33040
Street City State Zip

Bella Construction of Key West

Name

35 Diamond St, Key West, FL, 33040
Street City State Zip

SURETY

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

BIDDER

The name of the Bidder submitting this Proposal is

Charley Toppino & Sons, Inc doing business at

129 Toppino Industrial Drive 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:

Name	Title
<u>Richard Toppino</u>	<u>President</u>
<u>John Toppino</u>	<u>Treasurer</u>
<u>Andrew Toppino</u>	<u>Vice President</u>
<u>Paul Toppino</u>	<u>Executive Vice President</u>
<u>Ashley Peattie</u>	<u>CFO</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/ her (its) hand this _____ day of _____ 2023.

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 15 day of JAN 2023

(SEAL)

Charley Toppino & Sons, Inc
Name of Corporation

By 
Title President
Attest 
Secretary

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

ITB #23-022 CLINTON SQUARE POCKET PARK

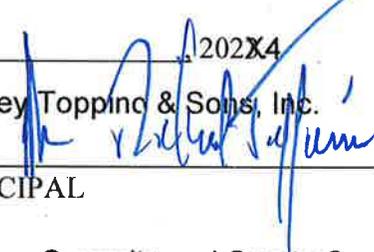
WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for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

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

Signed and sealed this 12 day of January, 202X4

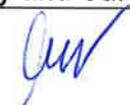
Charley Topping & Sons, Inc.

By


PRINCIPAL

Travelers Casualty and Surety Company of America
SURETY

By


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



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 12 day of January, 2024



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

ANTI-KICKBACK AFFIDAVIT

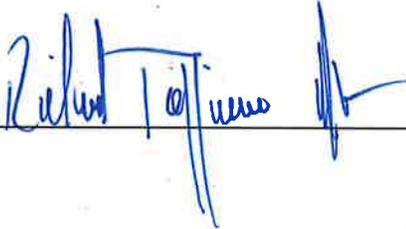
STATE OF FL)

: SS

COUNTY OF MONROE)

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

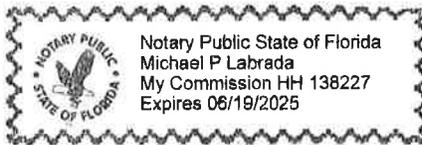
By: _____



Sworn and subscribed before me this 15 day of JAN 2024



NOTARY PUBLIC, State of Florida at Large



My Commission Expires:

* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for CLINTON SQUARE POCKET PARK
ITB 23-022

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

whose business address is 129 Toppino Industrial Drive, Key West, FL 33040

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

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

3. My name is Richard Toppino
(please print name of individual signing)

and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

[Signature]
 (signature)
1/15/24
 (date)

STATE OF FL

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

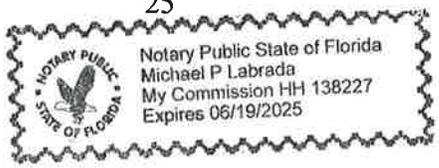
Richard Toppino Who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 15 day of JAN, 2024.

My commission expires:

[Signature]
 NOTARY PUBLIC

25



CITY OF KEY WEST INDEMNIFICATION FORM

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 him/ her in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$2 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.

Charley Toppino & Sons, Inc
CONTRACTOR: 129 Toppino Industrial Dr, Key West, FL 33040 SEAL:
Address
Signature
Print Name
Title
DATE: 1/15/24

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)

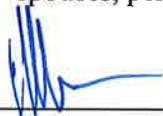
: SS

COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

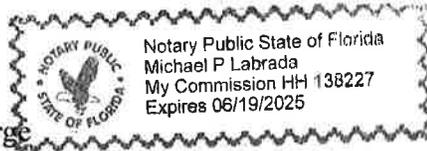
Charley Toppino & Sons, Inc

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: 

Sworn and subscribed before me this 15 day of JAN 2024


NOTARY PUBLIC, State of Florida at Large



My Commission Expires:

* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FL)

: SS

COUNTY OF MONROE)

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

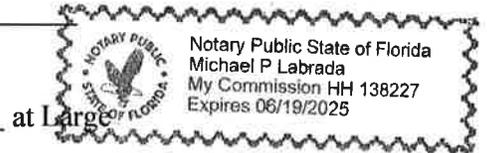
By:  , Richard Toppino

Sworn and subscribed before me this

15 day of JAN 2023.4



NOTARY PUBLIC, State of FL



My Commission Expires: _____

**LOCAL VENDOR FORM
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

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

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

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

Business Name Charley Toppino & Sons, Inc Phone: 305-246-5606
 129 Toppino Industrial Dr, Key West,
 Current Local Address: FL 33040 Fax:
 (P.O Box numbers may not be used to establish status)

Length of time at this address 75 Years

[Signature]

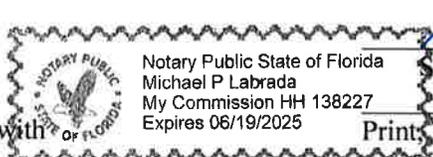
 Signature of Authorized Representative

1/16/24

 Date

STATE OF FL
 COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 16 day of JAN, 2024
 By Richard Toppino, of Charley Toppino & Sons, Inc
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced _____ as identification.
 (type of identification)



[Signature]

 Signature of Notary

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

Print, Type or Stamp Name of Notary

 Title or Rank

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Charley Toppino & Sons, Inc
Vendor FEIN: 59-2426906
Vendor's Authorized Representative Name and Title: Richard Toppino, President
Address: 129 Toppino Industrial Dr
City: Key West State: FL Zip: 33040
Phone Number: 305-296-5606
Email Address: MLabrada@charleytoppino.com

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

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

Certified By: Richard Toppino President
Print Name *Print Title*
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: 



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

Clinton Square Pocket Park

ITB No. 23-022

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

- 1) **Question:** What is the estimated or set budget for the project?
Response: No budget will be specified for this project.
- 2) **Question:** If we apply and pay for the License and Receipt within 10 days but do not receive the actual license, are we still in compliance with the bid regulations?
Response: A city of Key West Business Tax Receipt would be required; if the Licensing department receives a complete application with all required documents, they process next business day, so the 10 days shouldn't be an issue. The website address for contractor licensing is: <https://www.cityofkeywest-fl.gov/476/Contractor-Licensing-Information>. Please contact the Licensing department for specific information about applying at licensing@cityofkeywest-fl.gov or call (305)-809-3955.
- 3) **Question:** I just checked DemandStar and did not find this RFP. Am I Missing something or has this not posted yet?
Response: The advertisement was released on DemandStar as an invitation to bid (ITB) on December 14, 2023, with bid identification number ITB-ITB 23-022-0-2024/KB.
- 4) **Question:** Do we need to erect fencing around the jobsite?
Response: Yes, it is the contractor's responsibility to secure the jobsite during all construction activities until the project is complete. Due to the project location, the job site shall be secured at all times using 6' temporary chain-link fencing. The temporary fencing should include privacy screen fabric as well as sandbags or weights for panel stability.

All Bidders shall acknowledge receipt and acceptance of this addendum by submitting the addendum with their proposal. Proposals submitted without acknowledgement may be considered non-responsive.



Signature

Charley Toppino & Sons, Inc

Name of Business

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/ her bid.)

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

* * * * *

PART 2 – CONTRACT FORMS

DRAFT CONTRACT AGREEMENT

This Contract, made and entered into _____ day of _____ 2024, by and between the City of Key West, hereinafter called the "Owner", and _____, hereinafter called the "Contractor".

WITNESSETH:

The Contractor, in consideration of the sum to be paid him/ her by the Owner and of the covenants and agreements herein contained, hereby agrees at his/ her own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for

ITB #23-022 CLINTON SQUARE POCKET PARK

Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ 2023, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, GENERAL SPECIFICATIONS and DRAWINGS are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within One Hundred Eighty (180) calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$500.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _____ day of _____, A.D., 2023.

CITY OF KEY WEST

By _____

Printed _____

Title _____

CONTRACTOR

By _____

Printed _____

Title _____

APPROVED AS TO FORM

Attorney for Owner

* * * * *

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

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

with offices at _____

hereinafter called the CONTRACTOR (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter called the CITY (Obligee), in the sum of:

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto. attached, with the CITY, dated _____, 20__, to furnish at his/ her own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his/ her obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required

as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument.

this _____ day of _____, 20__ , the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

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

with offices at _____ hereinafter called the CONTRACTOR, (Principal), and _____

with offices at _____ a corporation duly organized and existing under and by virtue of the laws of the State of _____

_____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (_____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

ITB #23-022 CLINTON SQUARE POCKET PARK attached hereto, with

the CITY, dated _____

_____, 20___, to furnish at his/ her own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

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

his/ her obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR’S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument. this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

LICENSE REQUIREMENT AND COST

A City of Key West License is required for this Project. Contractor must be General Contractor or Building Contractor.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractor must be General Contractor, Building Contractor or Engineering Contractor.

City of Key West Business License Tax Receipt may be found on the city website.

<https://www.cityofkeywest-fl.gov/DocumentCenter/View/910/Contractor---State-Licensed-Application-PDF>

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

TOPPINO, JOHN PETER

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

LICENSE NUMBER: CGC1518488

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name CHARLEY TOPPINO & SONS INC
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 23997 CONTRACTOR DBPR STATE CERTIFIED
Issued Date 9/22/2023 Expiration Date: September 30, 2024

GENERAL CONTRACTOR

Comments:

Restrictions: DBPR #CGC1518488 (8/31/24)

CHARLEY TOPPINO & SONS INC
PO BOX 787

KEY WEST, FL 33041

This document must be prominently displayed.

TOPPINO, FRANK



Cash Register Receipt
City of Key West

Receipt Number
R74555

DESCRIPTION	ACCOUNT	QTY	PAID
LicenseTRAK			\$358.00
23997 Address: 2011 FLAGLER AVE APN: 00045270-000000			\$358.00
CONTRACTOR DBPR STATE CERTIFIED			\$358.00
CONTRACTOR DBPR STATE CERTIFIED			\$358.00
TOTAL FEES PAID BY RECEIPT: R74555			\$358.00

Date Paid: Friday, September 22, 2023
Paid By: CHARLEY TOPPINO & SONS INC
Cashier: JLM
Pay Method: CHECK 00093319

#	DESCRIPTION	Asset Tracking	SERIAL #	MODEL #	TITLE #	Title on hand	TAG #
A-81	2006 JEEP		1J4FA44S26P728004	REBUILT AFTER P	94807267		932 QW
A-82	2012 FORD F/U		1FTFW1CF3CED08473	F-150 SE	110495720		CV1062
A-84	2012 CHEVY P/U		1GCNCSEAXCZ111262	1500	107254335		324 QAB
A-86	2013 FORD F/U		1F1PWH1GF38K687007	F-150 SE	112278338		CV1197
A-87	2014 CHEVY IMPALA		2G1155S31E9133897	SEDAN			
A-92	2014 GMC PU CREW CAB		3GTP1TEH7EG259227	WHITE	117388109		IEX 3K
A-93	2014 GMC PU CREW CAB		3S1P1TEH4E5266148	WHITE	117888156		667 RGN
A-97	2014 CHEVY VAN		1GCWGGFA0E1137949	WHITE	113397615		292 RRM
A-99	2015 CHEVY P/K		3GCPREH3FG114247	WHITE	116253470		EK Q70
A-103	2015 GMC		1GTN1TEC1F2901678	WHITE	122489791		GLM Y35
A-105	2015 GMC SIERRA		1GTN1TEC4F2901769	WHITE	124543934		HDX L58
A-106	2014 FORD F-250 SUPER DUTY		1FT17W2A62EEB21814	WHITE	115237345		Y40 NQK
A-108	2018 FORD TRUCK F-150 2WD SUPER DUTY	EW	1FTEW1CF2GFA22289	WHITE	120958301		HGY H45
A-112	2017 GMC SIERRA 2500 2WD		1GT11REG7HF118566	WHITE	128053868		ILE C03
A-113	1994 FORD F350 FLATBED		2FDKF38GXRC65563	BLUE	65698205		899BYP
A-114	2016 CHEVY SILVERADO		1GC1KWE81GF277392	WHITE	125426635		LJC L66
A-116	2018 GMC SIERRA 2500		1GT11REG5JF151314	WHITE	129275855		ISX F39
A-118	2018 ISUZU NPR XD	Yes	JALCAW166J7K00301	BOX TRUCK	129456971		IZLY22
A-119	2017 GMC SIERRA 1500		3GTP1MEH2HG305198	GAZ SUMMIT	129708839		JAF E25
A-120	2014 NISSAN TITAN		1N6BA0CH6EN511050	WHITE	120194655		JAF J20
A-121	2017 ISUZU NPR	Yes	54DB4J1B0HS807293	WHITE	130145611		IZM Q11
A-122	2018 GMC YUKON		1GKS1CKJ7JR234232	SILVER	130306746		QTCV11
A-123	2018 TOYOTA TACOMA		5TFAZ5CN6JX057480	SILVER	O/S		IXC D28
A-126	2018 FORD TRUCK	Yes	1FTBF2A66JEB16619	WHITE	130753978		JMV V61
A-127	2006 FORD F250 - 2WD		1FTNF20526EA11542	WHITE	132031784		JSU M69
A-130	2018 FORD F-150		1FTEX1CB3JKE12486	WHITE	133461495		KGJ V75
A-131	2018 FORD F-150		1FTEX1CP1JKE69264	WHITE	1065701879		KGJ V76
A-133	2018 GMC SIERRA 3500HD		1GD41TCGXKF155899	SUMMIT WHITE	133831717		KEHX91
A-137	2019 TOYOTA TACOMA		5TFRZ5CN2KX084060	WHITE	O/S		LRXG09
A-138	2017 MERCEDES BENZ SPRINTER VAN		WDZPE8CD3HP522931	WHITE	128358793		LXSJ67
A-139	2019 CHEVROLET SILVERADO 1500 LT		2GCRNCE5K1113593	WHITE	136576745		LIAE23
A-141	2020 GMC CANYON		1GTG5BEN4L1159165	WHITE	138436820		NWSV88
A-143	2019 CHEVY SILVERADO 2500		2GB2CREG6K1225545	SUMMIT WHITE	139433130		NXSC29
A-144	2019 CHEVY SILVERADO 2500		1GCGSBBEN1J1107109	WHITE	129716564		PXVL01
A-145	2023 CHEVY COLORADO		1GCPTEE11M1127943	SUMMIT WHITE	140223580		QDMW52
A-147	2021 Chevy Colorado		1GCGSBBEN8M1159518	SUMMIT WHITE	140864624		QGIZ01
A-149	2018 CHEVROLET		3GCPNEH0JG277889	WHITE	131349900		QTCV10
A-150	2021 GMC YUKON		1GKS2DKL3MR298826	GRAY	LEASE		ISX G54
A-152	2010 CHEVY SILVERADO 2500		1GB3CVBK1AF114785	WHITE	104591544		51ACII
A-153	2003 Freightliner MT-55		4UZAARBW33CM04447	WHITE	91271551		13ARYC
A-154	2021 Chevy Colorado		1GCGSCEN0M1293087	WHITE	145422991		41BDCP
A-155	2022 Ford Explorer XLT		1FMSK7DH0NGA74783	WHITE	145930893		IGLB40
A-157	2022 Nissan Frontier		1N6ED1EJ9NN663916	WHITE	147088142		QDNB15
A-158	2019 Cadillac CT6		1G6KN5R60KU143155	BLACK	136174630		804QII
A-159	2022 Nissan Frontier		1N6ED1EJ6PN608732	WHITE	148738775	YES	AM94SU

A		B			C		D		E	F	G	H	I
NO.	BACKHOES DESCRIPTION	WEIGHT	SERIAL #	MODEL	TITLE #	DATE DELIVERED	LOCATION	STATUS					
5	B-40 1997 CAT EXCAVATOR		1JM00339	375-L	75000		CTS Rockland Pit Quarry	IN SERVICE					
6	B-45 2005 CAT B/HOE		FDP25239	420D	42700	5/12/2006		IN SERVICE					
7	B-46 2007 CAT B/HOE		JJG00464	324DL	154000	5/4/2007	CTS Rockland Pit Quarry	IN SERVICE					
8	B-47 2006 CAT B/HOE		KCX01173	308C	69000	11/8/2007		IN SERVICE					
9	B-48 2008 CAT B/HOE	49240	PHX01025	320DL	3453 HRS	8/14/2012		IN SERVICE					
10	B-49 2014 CAT B/HOE		PLW00629	329EL	1820	6/18/2014		IN SERVICE					
11	B-52 2015 JOHN DEERE B/HOE		1FF075GXJE015481	75G		9/25/2015		IN SERVICE					
12	B-53 2016 JOHN DEERE 50G EXCAVATOR		1FF050GXTGH294059	50G		6/24/2016		IN SERVICE					
13	B-55 2016 CAT 326 FL EXCAVATOR	58470	WGL00973	326FL		10/4/2016		IN SERVICE					
14	B-56 HITACHI TRACKHOE							IN SERVICE					
15	B-57 2013 VOLVO EW180 (RUBER TIRES)		EW180220147	EW180 S1		1/15/2017		IN SERVICE					
16	B-59 20 CAT 308E2CRSB		FJX00307	308E2CRSB		2/20/2018		IN SERVICE					
17	B-60 2015 CAT 329FL		ERL00794	329FL		RENT-BUY		IN SERVICE					
18	B-61 2020 JOHN DEERE 85G EXCAVATOR		1FF085GXEKJ021508	85G		PURCHASED 5.14.19		IN SERVICE					
19	B-62 2019 CAT Backhoe		NDJ20877	325FLCR		PURCHASED 5.12.20		IN SERVICE					
20	B-63 2020 JOHN DEERE 85G EXCAVATOR		1FF085GXCKJ021721	85G		9/30/2020		IN SERVICE					
21	B-64 2021 JOHN DEERE 245G	57800	1FF245GXHLF801836	245G		9/23/2021		IN SERVICE					
22	B-65 2017 CATERPILLAR 420F2		CAT0420FA HWC02150	420F2		2/2/2022		IN SERVICE					

A	B	C	D	E	F	H	L
1	CRANES						
2	DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	STATUS
3							
4	1983 GROVE 30TH	1K1S130010SK	TMS250B	60260505	MIN68T	Jun-22	NOT ROAD-WORTHY
5	2013 KENWORTH T370	2NKHMM7X8DM356404	2013 18 TON 500E2 NATIONAL CRANE	121431856	N5897X	Dec-23	IN SERVICE

3	A	B	C	D	E	F	G
4	NO.	DESCRIPTION	SERIAL #	MODEL #	TITLE #	DELIVERED	STATUS
5	D-28	1968 INTERN'L DOZER	23276	TD-20B	N/A		IN SERVICE
6	D-34	CAT DOZER D-5	CAT0D5K2EKYY00263	TD5K2LGP	N/A	DEL 01/15/2013	IN SERVICE
7	D-35	CAT DOZER D-5	CAT0D5K2JKYY01341	D5K2LGP	N/A	7/7/2017	IN SERVICE
8							

DRILL RIGS										
NO.	Description	Serial #	Model #	Title #	Tag #	FORM 2290	GWV	STATUS		
DR-01	1980 DRILL RIG	U90XVGH3183	CAB 1FTYR90LDRVA00118	67785440	U5470Q	Jun-23		IN SERVICE		
RIG-01	HUGHES DIGGER ASSEMBLY	W5940180	MF60T					IN SERVICE		
DR-02	1999 INTERNATIONAL 2674 6X4 TRUCK	1HTGLAXT7XH211755	HD-51	98867063	N5731Z	Dec-23	FORM 2290	IN SERVICE		
RIG-02	2000 GUSS PECH HD-51 BUCKET DRILL						61999	IN SERVICE		

2	A	B			C	D	E	F	G
3	NO.	GRADERS DESCRIPTION	SERIAL #	MODEL	TITLE #	DATE DELIVERED	STATUS		
4									
5									
6	G-16	2008 LEE BOY	53460	685B			IN SERVICE		
7	G-17	1990 HUBER GRADER	M860	M860		10/26/2018	IN SERVICE		
8	G-18	2021 Lee Boy Grader 695B	695-247015	695B	N/A	o/s	pending delivery		

A	B	C	D	E	F	G	H
NO.	LOADERS DESCRIPTION	SERIAL #	MODEL #	TITLE #	DATE DELIVERED	LOCATION	STATUS
2							
3							
4							
5	L-34 2002 CAT LOADER	8CR03546	IT-28G				IN SERVICE
6	L-40 2007 CAT	CAT00908VTAR01138	908		DEL 04/12/2007		IN SERVICE
7	L-41 2008 BOB CAT	A5GK20455	S220				IN SERVICE
8	L-42 2006 CAT LOADER	CAT0930HC DHC01469	930HIT	HNS.1407	DEL 08/22/2012		IN SERVICE
9	L-47 2014 CAT LOADER	HXC02214	924H		DEL 05/09/2014		IN SERVICE
10	L-49 2012 CAT LOADER	HXC02695	924H		DEL 08/07/2015	CTS Rockland Quarry	IN SERVICE
11	L-50 2015 CAT LOADER	JRD00390	908H2		PUR 12/03/2015		IN SERVICE
12	L-51 2015 CAT SKID STEER	BYF01413	246D L1		5/24/2016		IN SERVICE
13	L-52 CAT 908H2	JRD02548	908H2		1/11/2017		IN SERVICE
14	L-53 KUBOTA COMPACT LOADER	31128	SVL75-2HW		10/30/2017		IN SERVICE
15	L-54 2014 CAT LOADER	CAT0930KTRHN03290	930KQC		1/3/2018	MCP Marathon	IN SERVICE
16	L-55 2018 CAT 930 M LOADER	KTG04373	930M		10/12/2018		IN SERVICE
17	L-56 1994 JOHN DEERE	DW544GDS45484	544G	67208309	10/26/2018		IN SERVICE
18	L-57 2018 CAT 950GC	M5T01194	950GC		11/5/2018	CTS Rockland Quarry	IN SERVICE
19	L-58 2018 CAT 914M	H2400519	914M		5/1/2020-PICKED UP		IN SERVICE
20	L-59 2015 CAT 930M	KTG00647	930M	N/A	6/30/20-DELIVERED		IN SERVICE
21	L-60 2015 CAT 930M	KTG00645	930M	N/A	7/1/20-DELIVERED		IN SERVICE
22	L-61 2019 JOHN DEERE LOADER	1DW544LZHKF700290	544L	N/A	8/6/2020	MCP Rockland	IN SERVICE
23	L-62 2018 CAT LOADER 950 GC	M5T01210	950 GC	N/A	2/10/2021	CTS Rockland Quarry	IN SERVICE
24	L-63 2021 Kubota 75Compact Track Loader	KBCZ052CCM1C57079	SVL75-2HW	N/A	5/24/2021		IN SERVICE
25	L-65 2022 Kubota	KBCZ052CPM1K62040	SVL75-2HW	N/A	3/10/2022		IN SERVICE
26	L-66 John Deere 524P Loader	1DW524PAVNLZ14711	524 P		2/23/2023		IN SERVICE

A	B	C	D	E	F	G	H	J	K	L	M	N	O
NO.	MIXERS DESCRIP.	SERIAL#	MODEL#	TITLE#	TITLE STATUS	title on hand	IAG#	EXP DATE	FORM 2290	GVW	GVW	DATE DELIVERED	STATUS
4	M-16 2005 KENWORTH	1NKDL00X25R075113	T 800	91558393	NO LIEN	YES	P0465F	Dec-23	FORM 2290	66000	80000		IN SERVICE
5	M-21 2014 KENWORTH	1NKDL70X5EJ393573	T800	111999990	NO LIEN	YES	N5743Z	Dec-23	FORM 2290	80000	80000	6/5/2013	IN SERVICE
6	M-22 2014 KENWORTH	1NKDL70X3EJ393572	T800	111978508	NO LIEN	YES	N5741Z	Dec-23	FORM 2290	66000	80000	6/5/2013	IN SERVICE
7	M-23 2003 KENWORTH	1NKDLT0XX3J597107	T800	113235857	NO LIEN	NO-ORDER	P4114B	Dec-23	FORM 2290	58000	80000		IN SERVICE
8	M-24 2003 KENWORTH	1NKDLT0X43J597099	T800	113235753	NO LIEN	NO-ORDER	P6375B	Dec-23	FORM 2290	58000	80000		IN SERVICE
9	M-25 2016 PETERBILT	1NPCL70X0GD306976	567	125571876	LIEN	FINANCED	N5640Y	Dec-23	FORM 2290	68000	80000	11/30/2016	IN SERVICE
10	M-25 2016 PETERBILT	1NPCL70X9GD306975	567	125571403	LIEN	FINANCED	N1762Z	Dec-23	FORM 2290	68000	80000	11/30/2016	IN SERVICE
11	M-27 2016 PETERBILT	1NPCL70X6GD279665	365	127755735	NO LIEN	NO-ORDER	N1762Z	Dec-23	FORM 2290	68000	80000	6/27/2017	IN SERVICE
12	M-28 2018 PETERBILT	1NPCL70X9JD419770	567	131535021	NO LIEN	NO-ORDER	P6380B	Dec-23	FORM 2290	80000	80000		IN SERVICE
13	M-30 (CTS) 2018 PETERBILT	1NPCL70X4KD05332	567	134195065	LIEN	FINANCED	P6718F	Dec-23	FORM 2290	80000	80000	3/4/2019	IN SERVICE
14	M-31 2020 PETERBILT	1NPCLP0XXLD649241	567	139821566	LIEN	FINANCED	P6373B	Dec-23	FORM 2290	68000	80000	9/18/2020	IN SERVICE
15	M-32 2021 PETERBILT	1NPCLK0X6MD686339	567	143555422	NO LIEN	YES	P2318E	Dec-23	FORM 2290	68800	68800		IN SERVICE

A	B			C	D	E	F
NO.	ROLLERS DESCRIPTION			SERIAL #	MODEL #	DATE DELIVERED	STATUS
R-03	1981 Case Vibratory		840124421	W-121	est 1981		IN SERVICE
R-04	Rammax Trench Roller			PC23/16C	11/13/1992		IN SERVICE
R-06	Amerimax		35110740	P33	1/1/1995		IN SERVICE
R-20	Walk Behind Roller		8300258	SDS33D	6/25/1993		IN SERVICE
R-26	2009 RAM MAX		1537819	P33/ 24HMMR	4/2/2009		IN SERVICE
R-27	CAT ROLLER		24001873	CB-24	1/8/2013		IN SERVICE
R-28	DYNAPAC ROLLER		10000138E0A011324	CA2500	4/1/2014		IN SERVICE
R-29	2009 CAT CB24		CATOCB24P24000545	CB24	9/26/2016		IN SERVICE
R-30	2014 BOMAG		101920651004	BW190AD	4/15/2018		IN SERVICE
R-31	2018 Bomag Roller		101586081292	BW211D-50 Single	1709 RENTAL-PURCHAS		IN SERVICE
R-32	2006 BOMAG ROLLER		901C14603434	BW9ASW	10/26/2018		IN SERVICE
R-33	2019 BOMAG ROLLER 8500		101720132239	BMP8500	2/25/2019		IN SERVICE
R-34	2019 CAT CB24B		2X401662	CB24B	4/22/2019		IN SERVICE

A		B		C		D		E		F	
TRUCK-TRACTORS		DESCRIPTION		Asset Tracking		SERIAL #		MODEL #			
NO.											
T-41	1998 Ford tractor	TL-31	TRACTOR					1FTYN90K0WVA35580	L-9501		
T-42	2000 Ford Sterling	Flat Bed	WATER TRK	Yes				2FZHRJACZZAA02091	SL-8501		
T-47 (MCP)	2005 MACK	GRANITE	DUMP	Yes				1M2AG11C65M015595	CV713		
T-48	2005 MACK	GRANITE	DUMP	Yes				1M2AG11C85M015596	CV713		
T-49	1997 FORD	WATER TRUCK	WATER TRK	Yes				1FDXN80E6VVA34167	8500		
T-52 (mcp)	1999 Kenworth			Yes				1NKDLU0X9XJ831755	T-800		
T-52/FL-06	1999 Moffett	FORLIFT (MCP)						9777	M-5000		
T-55	L805	Flatbed						1FDXN80F1WVA09106	L80501		
T-56	1998 F	reighliner Step Van	VAN					4UZA3NT21WC919191	39/cam		
T-58	1997 INTERN'L	WATER TRUCK	WATER TRK	Yes				1HTSDAAN0VH464561	4900 HD		
T-62	2000 INTERN'L	FLATBED	CTS FLATBED	Yes				1HTSCAAN9YH321163			
T-66	2007 CHEVY							1GBJC39K67E595360			
T-76	FORD BOX	TRUCK VAN	BOX TRUCK / VAN					1FDWE37S1WBH58759			
T-77	2001 STERLING	FUEL TRUCK	FUEL TRK					2FZHANBS31AJ49796			
T-78 (MCP)	2006 KENWORTH	TRACTOR	LOWBOY-CONCRETE TANKER	Yes				1XKDD80X06J150261	T8000		
T-82	2004 FORD	F-650 WATER TRUCK	WATER TRK	Yes				3FRNF65A35V112009	F650		
T-84	2009 CHEVY	5500 HD		Yes				1GBE5C3979F404916	5500 HD		
T-85	2015 ISUZU	NPR/GASOLINE						54DB4J1B7FS804047	NPR		
T-86	1999 INTERNATIONAL		WATER TRK	Yes				1HTSDAAN1YH240932	4900HD		
T-87	2015 WESTERN	STAR 4700SF	DUMP	Yes				5KKMAVDV0FPGC4847	4700SF		
T-88	2015 WESTERN	STAR 4700SF	DUMP	Yes				5KKMAVDV7FPGC4845	4700SF		
T-89	2014 WESTERN	STAR 4700SF	DUMP	Yes				5KKMAVDV7EPFS5946	4700SF		
T-90	2007 INTERNATIONAL	4300	Water Truck	Yes				1HTMMAAN27H415230	4300		
T-92	DUMPER	6001-DW60	OFFROAD DUMP					WNCD1801CPAL01206	DW60		
T-93	DUMPER	6001-DW60	OFFROAD DUMP					WNCD1801JPAL00188	DW60		
T-94	2018 WESTERN	STAR 4700SB	DUMP	Yes				5KKMAXDV1JLJZ3562	4700SB		
T-95	2019 WESTERN	STAR 4700SB	DUMP	Yes				5KKMAXDVXKLKG2696	4700SB		
T-96 (MCP)	2018 WESTERN	STAR 4700SB	DUMP	Yes				5KKMAXDV8JLJY4129	4700SB		
T-97	2019 ISUZU	FUEL TRUCK	FUEL TRK	Yes				JALE5W163K7302050			
T-98	2019 PETERBUILT	337 TRACTOR	TRACTOR	Yes				2XP2AJ7X8KM611994	337		
T-99	2019 PETERBUILT	337 TRACTOR	TRACTOR	Yes				2XP2AJ7XXKM611995	337		
T-100	2019 PETERBUILT	337 TRACTOR	TRACTOR	Yes				2XP2AJ7XXKM611351	337		
T-101	2019 FORD	F-750	FLATBED	Yes				1FDW7F7DC6KDF03285	F750		
T-102	2019 DODGE	RAM 5500	TRACTOR-LOWBOY	Yes				3C7WRNBL1KG540592	5500		
T-103	2020 PETERBILT	579 TRACTOR	TRACTOR-LOWBOY	Yes				1XPBDDP9X8LD662166	579		
T-104 (MCP)	2012 FORD	F750	DUMP					3FRWF7FC4CV397455	750		
T-105 (MCP)	1999 KENWORTH	TRACTOR	TRACTOR-CONCRETE TANKER					3WKDDB9X1XF831294			
T-106 (MCP)	2015 International	8600 Tractor	TRACTOR-CONCRETE TANKER					1HSHXSNR9FH652913	8600		
T-107	2011 International	8600 SBA 6x4	LOWBOY					1HSHXSRJ6BJ392414	8600		
T-108	2022 Dodge	3500 Service Truck	Mechanics crane truck					3C7WRTAJ2NG417215	3500		

No	MISC. Description	Serial #	Model #	Title #	Tag #	STATUS
FL-02 / MISC-47	Clark forklift 8000lbs	Y685-192-4130	C500-Y80-G			OUT
FL-03 (MCP)	1987 Clark Forklift R/mix 38,000 lb. Shop	Y1015-74525	P/L 2367531			OUT
FL-04	Hyster, Forklift 2.5 Tons H60XM 6,000 lb	D177B412874	H60XM			OUT
FL-05	Nissan Fork Lift 8,000 LB Diesel	YF03-002437	YF03A35TV		shop cts	IN SERVICE
FL-06 (T-52 MCP)	'99 Moffett Forklift (T-52; FL)	9777				IN SERVICE
FL-07	2013 FORKLIFT CAT P6500 (S/N AT14E50120)	AT14E50120			shop cts	IN SERVICE
FL-08	2015 BEC BLANK FORKS (SHOP FORK LIFT)					
FL-09	HYUNDAI FORKLIFT 25L-7A S/N HHF08CB0000524	HHF08CB0000524			at mcp	IN SERVICE
FL-10	HYSTER H90FT 2007 DIESEL	N005V02804E	HYSTER H90FT			IN SERVICE
FL-11	HYUNDAI 30D-9	HHKHHN13PHDDDD2287	30D-9		MCP MARATHON	IN SERVICE
	MITSUBISHI FD30N 6,000LB FORKLIFT (MR LIFT TRUCK)	AF14E30194			SHOP	IN SERVICE

Major Projects

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
TOMMY ROBERTS MEMORIAL STADIUM	Name: Ajax Building Corp Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	5/15/2023	UNDERGROUND UTILITIES, EARTHWORK,	ACTIVE	\$3,498,543.00
KWIA TAXIWAY A EXTENSION AND MITIGATION	Name: MONROE COUNTY BOCC Address: 500 WHITEHEAD ST. KEY WEST, Telephone: 305-292-4426	Name: Charles Waller Com: Jacobs Engineering Group Telephone: 904-636-5432	11/17/2021	UTILITIES, DRAINAGE CONCRETE RESTORATION	PRE-CON	\$7,210,999.66
FKA STOCK ISLAND DISTRIBUTION PUMP STATION	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: JOEL SMASON Company: CAROLLO ENGINEERING Telephone: 561-868-6403	9/23/2020	PUMP STATION INSTALLATION	COMPLETE	\$5,527,874
GERALD ADAMS SITEWORK AND DEMO	Name: AJAX BUILDING CORP Address: 6050 PORTER WAY Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	5/25/2017	CLEARING, EARTHWORK, UTILITIES	COMPLETE	\$4,578,670.40
SUGARLOAF SCHOOL SITEWORK	Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	4/15/21	UTILITES GRADING ASPHALT	ACTIVE	\$3,884,348.24
STOCK ISLAND ROADWAY & DRAINAGE IMPROVEMENTS	Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426	Name: FRANCISCO ALONSO Company: T. Y. LIN INTERNATIONAL Telephone: 305-567-1888	6/21/2017	DRAINAGE, STRUCTURES INSTALLATION, PAVEMENT, STRIPING	COMPLETE	\$4,097,278.47
WRECKERS CAY APARTMENTS	Name: Grediminas Bulota Integra Investments Telephone: 305-774-0110	Name: Aldo Minozzi Company: PQH Group Telephone: 904-224-0001	3/30/2021	MULTI-UNIT HOUSING CONSTRUCTION	ACTIVE	\$44,881,021

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
KWIA ACCESS ROAD	Name: BETH LETO 3491 S ROOSEVELT BLVD, KEY WEST Telephone: 305-809-5239	Name: Scott Kunselman Company: McFarland Johnson Telephone: 321-431-7029	3/19/21	CLEARING, ASPHALT, STRIPING, DRAINAGE	ACTIVE	\$3,213,636
ST MARY'S ACTIVITY CENTER	Name: ARCHDIOCESE OF MIAMI Address: 9401 BISCAYNE BLVD, MIAMI Telephone: 305-762-1032	Name: CARLOS HUEMBES Company: VILLA AND ASSOCIATES Telephone: 305-661-8181	5/8/2017	UTILITIES, BUILDING CONSTRUCTION	COMPLETE	\$1,574,143.14
ISLAMORADA TRANSMISSION MAIN	Name: MICHEL'S PIPELINE Address: 817 Main St, Brownsville WI Telephone: Justin Cooke, 920-924-4300	Name: NITA M. NAIK Company: WADE TRIM Telephone: 813-882-4373	3/3/2017	WATER MAIN INSTALLATION; INJECTION WELLS	ACTIVE	\$23,717,966
FDOT T6489	Name: Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555	Name: Hernan Lugo Company: HBC Engineering Telephone: 305-232-7932	6/23/20	Earthwork, Stabilization, RipRap	ACTIVE	\$6,014,031.65
TRUMAN WATERFRONT PARK PHASE 1B	Name: Albi Balliu Address: 1100 United St, Key West, FL Telephone: 305-809-3962	Name: Erica Pool Company: K2M Design Telephone: 305-292-7722	9/27/19	Building Renovation, Athletic Field Development, Install	COMPLETE	\$4,765,712.00
UNITED STREET IMPROVEMENTS	Name: CITY OF KEY KEY WEST Address: 1300 White St, Key West Telephone: 305-292-4426	Name: Karen Falkcnberry Company: JACOBS ENGINEERING Telephone: 813-2823500	4/10/23	EARTHWORK, DRAINAGE INSTALLATION	ACTIVE	\$4,860,063
STANLEY SWITLIK ELEMENTARY SCHOOL	Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	2/27/18	SITework, UNDERGROUND UTILITIES	COMPLETE	\$4,343,634.55

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
FDOT E6L20-S ROOSEVELT BLVD	Name: GENERAL ASPHALT CO Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	Name: Manosh Varghese Metric Engineering, Inc. 13940 SW 136th St Miami, FL 33186 Telephone: 305-293-9440	8/23/22	DRAINAGE, EARTHWORK, UTILITIES, PUMP STATION	ACTIVE	\$10,556,104.42
FCAA KEY HAVEN FM EXTENSION	Name: FCAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	11/22/2018	UNDERGROUND UTILITIES, LIFT STATIONS	COMPLETE	\$2,762,000.00
TRUMAN WATERFRONT PARK	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: KIRK OLNEY BERMELLO AJAMIL & PARTNERS Telephone: 305-859-2050	9/30/2015	SITE DEVELOPMENT, UTILITIES, CONCRETE	COMPLETE	\$15,164,925.26
KWIA CONCOURSE A AND TERMINAL	Name: SIMV 1, LLC Address: 2121 PONCE DE LEON BLVD STE 1250, CORAL GABLE, FL 33134 Telephone: 305-296-3904	Name: MICHAEL GIARDULLO Address: 201 W. MARION AVE STE 1306, PUNTA GORDA, FL Telephone: 941-505-1700	09/19/2022	SITWORK. AIRPORT RAMP/ APRON	ACTIVE	\$10,556,104
BIG PINE OBSERVATION PLATFORM AND REYNOLDS ST PIER	Name: NV2A Gulf KeyStar JV Address: 9100 S. Dadeland Blvd, Miami, FL Telephone: 305-202-0610	Name: Stantec Address: 21301 Powerline Rd, Ste 311 Boca Raton, FL 33433 Phone: 561-487-3379	3/21/2018	Platform Construction, Piling, Boardwalk, Pier Restoration	COMPLETE	\$762,854.75
QUARRY HOUSING DEVELOPMENT	Name: QUARRY PARTNERS LLC Address: 3030 HARTLEY RD, JACKSONVILLE, FL 32257 Telephone: 904-288-7778	Name: RODOLFO MARTIN Company: PQH GROUP DESIGN, INC Telephone: 904-224-0001	6/7/2018	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK, PAVING, STRIPING	COMPLETE	\$6,163,588.00
MARTY'S PLACE	Name: Marty's Place Associates, LTD Address: 1434 Kennedy Dr, Key West Telephone: 305-293-4800	Name: Mark McLean Company: MHK Architecture & Planning Telephone: 239-250-9915	2/12/2019	Residential Facility Construction	COMPLETE	\$10,461,140



References



Allen Perez
Owner
Perez Engineering
305-293-9440



Robert Lopez
Owner
General Asphalt
305-510-3031



Rachel Cone
The Southern Group
Interim Secretary of FDOT under Rick Scott
904-386-3033



CREDIT REFERENCES



Concrete Products Of Palm Beaches, Inc.
460 Avenue S
Riviera Beach, FL 33404
(561) 842-2743



Ferguson Enterprises
1950 NW 18th Street
Pompano Beach, FL 33069
(305) 947-0514



BB&T Bank
1010 Kennedy Dr.
Key West, FL 33040
(305) 292-3842



2. Charley Toppino & Sons Experience





Key West & Lower Keys



- ▶ **United & Grinnell St. Water Main Improvements**
 - ▶ \$527,921.34
- ▶ **NAS Boca Chica Main Extension**
 - ▶ \$1,847,000.00
- ▶ **FKAA Key Haven Utility Improvements**
 - ▶ \$2,779,313.80
- ▶ **Gerald Adams Slewark & Demolition**
 - ▶ \$4,578,670.40
- ▶ **Pump Station "F"**
 - ▶ \$1,670,744.25
- ▶ **Stock Island Roadway & Drainage Improvements**
 - ▶ \$4,097,278.47
- ▶ **VFD Pump Stations "A, B, C, D, DA"**
 - ▶ \$4,022,894.40
- ▶ **City of Key West ROW Improvements**
 - ▶ \$2,500,000.00
- ▶ **St. Mary's Activity Center**
 - ▶ \$1,574,143.14
- ▶ **Sonic Slewark**
 - ▶ \$515,000.00
- ▶ **Key West International Airport Commercial Apron**
 - ▶ \$995,220.00
- ▶ **Key West International Airport Drainage Improvements**
 - ▶ \$2,818,122.25
- ▶ **Quarry Housing Development**
 - ▶ \$6,163,588.00
- ▶ **Polciana Gardens Assisted Living Facility**
 - ▶ \$945,722.00
- ▶ **FKAA Key Haven FM Extension**
 - ▶ \$2,762,000.00
- ▶ **Truman Waterpark Park**
 - ▶ \$15,164,925.56
- ▶ **Stock Island Marina Village Hotel**
 - ▶ \$18,958,714.22
- ▶ **Mary's Place**
 - ▶ \$10,594,463.00
- ▶ **Big Coppitt Wastewater System**
 - ▶ \$11,078,347.00
- ▶ **Key Haven Estates Slewark**
 - ▶ \$299,917.75



Middle & Upper Keys



- > **Stanley Swthik Elementary
Sitework & Underground Utilities**
 - > \$3,775,000.00
- > **FDOT Hurricane Irma Repairs
T6489**
 - > \$6,102,466.00
- > **Marathon Airport Taxi Lanes**
 - > \$2,366,000.00
- > **Big Pine Observation Platform &
Reynolds St. Pier**
 - > \$762,854.75
- > **FDOT Hurricane Irma Repairs
T6476**
 - > \$1,873,536.00
- > **FDOT Summerland Key
Roadway & Drainage E6K75**
 - > \$7,000,000.00
- > **Taipan Harbor Marathon**
 - > \$2,154,405.00
- > **Lazy Lakes RV Resort
Utilities Improvements**
 - > \$753,000
- > **Plantation Key Courthouse
Demolition & Sitework**
 - > \$2,320,735.00
- > **Cudjoe Regional Wastewater
Collection System**
 - > \$5,400,000.00
- > **Cross Key WWTP**
 - > \$4,148,000.00
- > **FDEP Dagny Johnson State Park**
 - > \$900,000.00
- > **Marathon Library**
 - > \$645,900.00
- > **Fishermen's Hospital**
 - > \$2,725,555.00
- > **US Coast Guard Station
Marathon**
 - > \$374,319.00
- > **Saddle Bunch Keys Bike Path**
 - > \$450,000.00
- > **FCAA Breezy Pines Improvements**
 - > \$1,309,084.00
- > **FCAA Big Pine Key Repump Station**
 - > \$919,020.00
- > **FDEP Heritage Trail: Key Haven to
Big Coppitt**
 - > \$2,052,768.00
- > **FDEP Bahia Honda Sandspur
Restoration**
 - > \$2,962,347.00
- > **FDEP Heritage Trail: Spanish Harbor
to 7 Mile Bridge**
 - > \$4,083,000.00
- > **Grassy Flats Resort Marathon Site
Development**
 - > \$687,569.40



Tab 2 - Job Highlights

Truman Waterfront Park

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



FKA Sombbrero Beach Rd

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

Stock Island Roadway & Drainage

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





Job Highlights

Stock Island Marina Village

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



NAS Boca Chica Main Extension

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

FKAA Key Haven FM Extension

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

