
PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for **ITB 18-016 HAWK MISSILE SITE RESTORATION**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m.**, local time, on **Wednesday, June 13, 2018**, 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 and two (2) USB drives with a single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms” on each USB. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **“ITB #18-016 HAWK MISSILE SITE RESTORATION,”** addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following remedial restoration project:

Plant mangroves within an existing wetland mitigation site located at the Hawk Missile Site, remove fill material, and construct tidal flushing channels between mangrove planting areas. This work must be conducted by hand to protect and avoid impacting existing mangroves.

Site access is limited to hand tools and workers only. No heavy equipment machinery will be allowed in the wetlands restoration areas.

Invitation to Bid, drawings and specifications may be obtained from Demand Star by Onvia or the City of Key West website bid proposal page. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712, or go to city website www.cityofkeywest-fl.gov.

A mandatory pre-bid meeting will be held on **MAY 17, 2018** at **0900**, at the Hawk Missile Site, Government Road, Key West, Florida.

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 successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. The following documentation will be required, within 10 days following the Notice of Award:

- A. City of Key West 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 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 of Key West 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 this award.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to the Utilities Department, Elizabeth Ignoffo, Permit Engineer, at eignoffo@cityofkeywest-fl.gov.

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 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, licenses, bonds, and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City, or (7) if, in the opinion of standards set forth in these ITB documents, taken as a whole. The city may also waive any minor formalities or irregularities in any bid.

* * * * *

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 Engineer, in writing (at least ten (10) working 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 CITY will not be responsible for any other explanation or interpretations of said Documents.

C. DRAWINGS

Drawings are attached.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the City. Bidders must hold or obtain all licenses or certificates required by federal, state, or local statutes, or regulations in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The City will make available to prospective Bidders, upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Information derived from inspection of topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder 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, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.



The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.

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 CITY 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 Bid in the blank space provided therefor. 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 in 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 CITY 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 Bid his experience record showing his/her experience and expertise in the specified work. Such experience record shall provide at least five current or recent projects (within the past five years) of similar work, within the State of 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 and name of owner's contact person and phone number.
5. Designer and name of designer's contact person and phone number.

The bidder shall submit with his 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 bid:

- Anti-Kickback Affidavit
- Public Entity Crimes Form
- City of Key West Indemnification Form
- City of Key West Business License Tax Receipt
- Local Vender Certification (if applicable)
- Affidavit of Compliance with Domestic Partners Ord. 2-799
- Affidavit of Compliance with Cone of Silence Ord. 2-773

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

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, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. 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 not 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. The Bidder shall submit **ONE (1) ORIGINAL, AND TWO (2) FLASH DRIVES each 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 (project name and number) 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 BID. 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 Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of 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 that executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his 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 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 Bids they accompanied.

12. AWARD OF CONTRACT

Within 90 calendar days after the opening of Bids, the CITY 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 additional document, insurance certificate(s), and evidence of holding required licenses and certificates, the CITY 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.

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

13. BASIS OF AWARD

The award will be made by the CITY on the basis of the Total Lump Sum Bid from the lowest, responsive, responsible BIDDER which, in the CITY's sole and absolute judgement will best serve the interest of the CITY.

14. LOCAL PREFERENCE

City of Key West policy of local preference is applied to bids submitted by qualified local businesses, in accordance with City of Key West Code of Ordinances, Section 2-798.

Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price Bid, and the Bid submitted by one or more responsive, responsible local businesses within five percent of the price submitted by the non-local business, then the local business with the apparent lowest Bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local Bidder, within three (3) working days of the Notice of Intent to Award. If the lowest local Bidder submits a Bid that fully matches the lowest Bid from the lowest non-local bidder tendered previously, then the award shall be made to such local Bidder. If the lowest local Bidder declines or is unable to match the lowest non-local Bid price(s), then the award shall be made to the non-local business.

15. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached,

together with the insurance certificate 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 City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. 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 Section 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 CITY with phone numbers, addresses, and contacts for the Surety and their agents.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent in the state which work is being performed) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his 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.

17. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his 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.

18. 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.

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

The term of this contract will be 180 calendar days.

19. EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employee spouses, in accordance with City of Key West Code of Ordinances, Section 2-799.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the Contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the Contractor fails to comply with this section, the City may terminate the contract, and all monies due or to become due under the Contract may be retained by the City.

20. 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.

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

BID FORM

To: The City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: HAWK MISSILE SITE RESTORATION
ITB 18-016

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

Company Name: CHARLEY TOPPINO & SONS, INC

Contact Name & Telephone: ANDREW TOPPINO 305-296-5606

Email Address: ATOPPINO@CHARLEYTOPPINO.COM

BIDDER'S DECLARATION AND UNDERSTANDING

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the project, in all respects within 180 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the CITY at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, _____, _____, _____,

_____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____,

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his 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.

LUMP SUM WORK

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

TWENTY TWO THOUSAND NINE HUNDRED FIFTY
Total Lump Sum Bid \$ _____ **DOLLARS AND ZERO CENTS**
In Words

_____ **\$22,950 Dollars &** _____ **0 Cents**

Unforeseen Conditions and Contingency Allowance **\$25,000.00**

TOTAL BID (Base + Allowances) \$ 47,950.00

Payment for materials and equipment authorized by the CITY in a written Change Order, but not listed in the Schedule of Values, will be provided at supplier's invoice plus fifteen (15) percent.

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

Fence Removal/ Hand Excavation	\$5,000.00

SUBCONTRACTORS

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

Blue Native of the Florida Keys - Planting - Est Value \$16,000.00

Name _____

197 Industrial Road	Big Pine Key	FL	33043
Street	City	State	Zip

Name _____

Street	City	State	Zip

Name _____

Street	City	State	Zip

SURETY

TRAVELERS CASUALTY AND SURETY OF AMERICA _____ whose address is

ONE TOWER SQUARE _____ HARTFORD _____ CT 06183
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is CHARLEY TOPPINO & SONS, INC
_____ doing business at

PO BOX 787 _____ KEY WEST _____ FL 33041
Street City State Zip

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

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

Name/Title

FRANK P TOPPINO, PRESIDENT

EDWARD TOPPINO, SECRETARY

RICHARD TOPPINO, ASST TREASURER

DANIEL TOPPINO, ASST SECRETARY

JOHN TOPPINO, DIRECTOR

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 20__ .

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 12 day of June 2018.

(SEAL)

CHARLEY TOPPINO & SONS, INC

Name of Corporation

By: Frank P. Toppino

Title: President

Attest: Walter Pro...
Secretary

Sworn and subscribed before this 12 day of June, 2018

Michael Labrada

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: _____



EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last five years.

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

Truman Waterfront Park- City of Key West Engineer- Perez Engineering

Reference- Jim Bouquet 305-809-3700 Contract Price- \$16,897,152.57

Stock Island Marina Village Hotel- SIMV Hotel 1, LLC- Weiler Engineering Corporation

Reference- Matt Strunk- 971-538-0762 Contract Price- \$18,958,714.22

Holiday Inn Express- KeyStar Construction Reference- Chas Spottswood 305-294-5909

Contract Price \$85,117.56

Heritage Trail Key Haven to Big Coppitt, Owner- FL Dept of Environmental Protection

Engineer- H.J Ross Reference- Jim Post - 305-853-3571 Contract Price- \$1,984,000.00

Caroline St Improvements- City of Key West- Engineer- Perez Engineering

Reference- Jim Bouquet 305-809-3700

See Attached Past Projects List

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT: \$ 5% of Bid Proposal

KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Son, Inc.

8 1/2 Rockland Key, Key West, FL 33040

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

a corporation duly organized and existing under laws of the State of Connecticut

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

in the State of Connecticut,

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

City of Key West, 1300 White Street, Key West, FL 33040

hereinafter called the OBLIGEE, in the sum of: 5% of Bid Proposal Submitted

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **ITB 18-016, HAWK MISSILE SITE RESTORATION**, said Bid, by reference thereto, being hereby made a part hereof.

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

ITB 18-016, HAWK MISSILE SITE RESTORATION

WHEREAS, it was a condition precedent to the submission of said bid that cash, cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 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 5th day of June 2018 .

PRINCIPAL Charley Toppino & Sons, Inc.

By Franks P. Toppino STATE OF Florida)
COUNTY OF Monroe : SS

Travelers Casualty and Surety Company of America
SURETY

By [Signature]
William L. Parker, Attorney in Fact & FL Resident Agent



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 230629

Certificate No. 007304972

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

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

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2017.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 25th day of July, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

ANTI-KICKBACK AFFIDAVIT

STATE OF FL)
) : SS
COUNTY OF Monroe)

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

By: Frank P. Jarrico

Sworn and subscribed before me this 12 day of June 2018.

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 ITB 18-016 HAWK MISSILE SITE
RESTORATION

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC
(Name of entity submitting sworn statement)

whose business address is PO BOX 787, KEY WEST, FL 33041

_____ and (if applicable) its Federal Employer

Identification Number (FEIN) is 59-2425906

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

3. My name is FRANK P TOPPINO
(Please print name of individual signing)

and my relationship to the entity named above is PRESIDENT

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

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

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

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

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

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

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

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

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

Frank P. Toppino
 (Signature)

6/12/18
 (Date)

STATE OF FL

COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 12 day of June, 2018.

My commission expires:



Michael Labrada
 NOTARY PUBLIC

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 them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

CONTRACTOR: CHARLEY TOPPINO & SONS, INC SEAL:

PO BOX 787, KEY WEST, FL 33041

Address

Frank P. Toppino

Signature

Frank P. Toppino

Print Name

President

Title

DATE:

6/12/18

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
 : 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: Frank P. Toppino

Sworn and subscribed before me this 12 day of June 2016.

NOTARY PUBLIC, State of Florida, at Large

Michael Labrada

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: Frank R. Sorrento

Sworn and subscribed before me this 12 day of June 2018.

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: Michael Labrada



**LOCAL VENDOR CERTIFICATION
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.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name CHARLEY TOPPINO & SONS, INC Phone: 305-296-5606

Current Local Address: 129 TOPPINO INDUSTRIAL DR, ROCKLAND KEY, KEY WEST, FL 33040
(P.O Box numbers may not be used to establish status)

Length of time at this address: 55 YEARS

Frank P. Toppino
Signature of Authorized Representative

6/12/18
Date

STATE OF FL

COUNTY OF MONROE

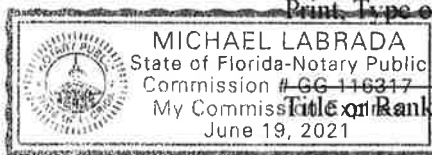
The foregoing instrument was acknowledged before me this 12 day of June, 2018.

By Frank P. Toppino, of Charley Toppino & Sons, Inc
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced _____ as identification
(type of identification)

Michael Labrada
Signature of Notary

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





THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

Invitation to Bid #18-016
Hawk Missile Site Restoration

ADDENDUM #1

May 21, 2018

To All Bidders:

This addendum is issued to corroborate the Construction Plans to be used in this project and in response to questions received, and to provide the mandatory pre-bid meeting sign in list. The referenced Invitation to Bid is hereby addended, as fully and completely as if the same were set forth therein:

Construction Plans:

Please be advised of NO REVISIONS to the Construction Plans for Hawk Missile Site Restoration. No flushing channel will be constructed in the east red mangrove planting area. Construction Plans are enclosed to this Addendum #1.

Please refer to Construction Plans, Sheet C-1, Environmental Notes for specifications discussed at the pre-bid meeting, regarding method of planting, plant materials, and planting mix.

Question:

Please refer to Section 01000 General Requirements, Section 1.1D (page 58). Is a licensed surveyor registered in the State of Florida required for this project?

Response:

A licensed surveyor is not required to perform and complete work under this project.

Question:

Please refer to Section 01010 Summary of Work, Section 1.1, paragraph 2 (page 63). Description states "plant 160 one-gallon size red and black mangroves..." Construction Plans, Sheet C-2 shows three planting areas, including two black mangrove recruitment areas and the east red mangrove planting area, indicating the planting of 280 red and black mangroves, 80 red and black mangroves, and 80 red and black mangroves. What is the proper number to be planted?

Response:

Please plant a total of 440 one-gallon size red and black red and black mangroves, in the areas indicated on the Construction Plans.

Question:

Is a budget or cost estimate available for this project?

Response:

No budget or cost estimate for this project is available.

Mandatory pre-bid meeting was held at the Hawk Missile Site on Government Road, on May 17, 2018. The sign in sheet is enclosed.

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

Frank P. Toppino
Signature

CHARLEY TOPPINO & SONS, INC
Name of Business

Major Projects

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
UNITED AND GRINNELL ST WATER MAIN IMPROVEMENTS	Name: FCAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DON HUBBS Company: FCAA Telephone: 305-296-3965	7/18/2017	UNDERGROUND UTILITIES	COMPLETE	\$527,921.34
NAS BOCA CHICA MAIN EXTENSION	Name: FCAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: JASON MCCLAIR Com: CHEN MOORE & ASSOCIATES Telephone: 954-730-0707	11/16/2016	UTILITIES, PIPEWORK, CONCRETE RESTORATION	ACTIVE	\$1,847,000.00
FCAA KEY HAVEN UTILITY IMPROVEMENTS	Name: FCAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	7/15/2016	UNDERGROUND UTILITIES, LIFT STATIONS	ACTIVE	\$2,779,313.80
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	ACTIVE	\$4,578,670.40
PUMP STATION "F"	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JOHN PAUL CASTRO Company: CKW ENGINEERING Telephone: 305-809-3965	1/26/2015	PUMP STATION IMPROVEMENTS	COMPLETE	\$1,670,744.25
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,	ACTIVE	\$3,953,134.47
VFD PUMP STATIONS A, B, C, D, DA	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JOHN PAUL CASTRO Company: CKW ENGINEERING Telephone: 305-809-3965	11/13/2015	PUMP STATION IMPROVEMENTS	COMPLETE	\$4,022,894.40

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
CITY OF KEY WEST RIGHT OF WAY IMPROVEMENTS 2017	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JANET MUCCINO Company: CKW ENGINEERING Telephone: 305-809-3965	4/11/2017	FLATWORK, MILLING AND PAVING, STRIPING	ACTIVE	\$2,500,000.00
ST MARY'S ACTIVITY CENTER	Name: ARCHDIOCESE OF MIAMI Address: 9401 BISCA YNE BLVD, MIAMI Telephone: 305-762-1032	Name: CARLOS HUEMBES Company: VILLA AND ASSOCIATES Telephone: 305-661-8181	5/8/2017	UTILITIES, BUILDING CONSTRUCTION	ACTIVE	\$2,390,002.42
FDOT E-6/96 MARATHON	Name: GENERAL ASPHALT Address: 4950 NW 172 AVE, MIAMI, FL Telephone: 305-592-3480	Name: ORACIO RICCOBONO Company: GEOSOL, INC Telephone: 305-828-4367	3/3/2017	CLEARING, DRAINAGE, SUBBASE INSTALLATION	CLOSE -OUT	\$1,010,539.55
SONIC SITEWORK	Name: STANSELL PROPERTIES Address: 11607 Prosper Rd, Odessa, FL Telephone: 727-372-0781	Name: VICTORIA BRISSON Company: DAVID DOUGLAS ASSOCIATES Telephone: 239-337-3330	1/17/17	CLEARING, EXCAVATION, EARTHWORK	ACTIVE	\$515,000.00
ABC CONSTRUCTION: KWIA COMMERCIAL APRON	Name: ABC CONSTRUCTION Address: 7215 NW 7 ST, MIAMI, FL Telephone: 305-663-0322	Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 904-636-5432	12/16/2016	PAVEMENT REMOVAL, EXCAVATION, ASPHALT MILLINGS	ACTIVE	\$995,220.00
MONROE COUNTY KWIA DRAINAGE IMPROVEMENTS	Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426	Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 904-636-5432	11/22/2016	EARTHWORK, DRAINAGE INSTALLTION	ACTIVE	\$2,818,122.25
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	ACTIVE	\$3,775,000.00

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
POINCIANA GARDENS ASSISTED LIVING FACILITY	Name: ROCKFORD CONSTRUCTION 601 FIRST ST NW, GRAND RAPIDS, MI Telephone: 616-285-6933	Name: PEREZ ENGINEERING 1010 KENNEDY DR, KEY WEST, FL Telephone: 305-293-9440	SEPT 28, 2016	SITWORK, EARTHWORK, UTILITIES	ACTIVE	\$945,722.00
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	ACTIVE	\$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	ACTIVE	\$15,164,925.26
STOCK ISLAND MARINA VILLAGE HOTEL	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	2/29/2016	SITWORK, HOTEL CONSTRUCTION	COMPLETE	\$18,958,714.22
BIG PINE OBSERVATION PLATFORM AND REYNOLDS ST PIER	Name: Monroe County BOCC Address: 500 Whitehead St, Key West, FL Telephone: 305-292-4426	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	Active	\$762,854.75
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787

KEY WEST, FL 33041

305 296-5606

PAST PROJECTS

1.) CITY OF KEY WEST

P.O. BOX 1409

KEY WEST, FL 33040

305 809-3965

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

PROJECTS:

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2011	\$1,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
WHITE ST PIER RIP RAP	\$ 131,054	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 1	\$ 218,890	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 2	\$ 164,181	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES

COLLEGE ROAD ENHANCEMENTS	\$ 283,921.84	BOND YES
ATLANTIC BLVD ENHANCEMENTS	\$ 498,839.13	BOND YES
DONALD AVE CANAL EMBANK	\$ 50,912.00	BOND NO
16 TH ST PAVEMENT STABILIZATION	\$108,000.00	BOND NO
CAROLINE STREET IMPROVEMENTS	\$3,000,000.00	BOND YES
PUMP STATION "F"	\$1,671,000.00	BOND YES
SIMONTON STREET EMER OUTFALL	\$ 893,000.00	BOND YES
ROW IMPROVE : 2015, 2016, 2017	\$2,727,900.00	BOND YES
TRUMAN WATERFRONT PARK	\$14,719,868.05	BOND YES

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

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

PROJECTS:

PALM AVE ROADWAY	\$ 931,000	BOND YES
WILHELMINA PARK	\$ 145,000	BOND YES
MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$2,366,000	BOND YES
MARATHON AIRPORT SERVICE ROAD	\$ 688,000	BOND YES
KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 192,000	BOND YES
KW INTN AIRPORT: PARKING LOTS	\$ 531,000	BOND YES
BIG COPPITT PARK	\$ 860,242	BOND YES
BIG PINE BASIN FILL IN AND DEMO	\$ 904,943	BOND YES
MARATHON AIRPORT APRONS	\$ 376,344	BOND YES
PRADO CIRCLE	\$ 339,000	BOND YES
PALM DR BRIDGE REPAIR	\$ 131,000	BOND NO
KWIA DRAINAGE RECONSTRUCTION	\$ 295,000	BOND YES
KWIA DRAINAGE GAKAP146	\$1,655,480	BOND YES
STOCK ISLAND ROADWAY & DRAINAGE	\$3,953,134	BOND YES

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

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

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

BOCA CHICA SEAGRASS MITIGATION	\$ 1,352,930	BOND YES
SUMMERLAND KEY DRAINAGE	\$2,000,000	BOND YES

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

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

PROJECTS:

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

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

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

PROJECTS:

FCAA CONSTRUCTION YARD BUILDING	\$ 682,000	BOND YES
PUMP STATION	\$ 377,555	BOND YES
BIG COPPITT WASTE WATER SYSTEM	\$11,078,347	BOND YES
DEMO WATER TANKS, BIG COPPITT	\$ 55,000	BOND YES
FLAGLER AVE WATERMAIN	\$ 306,861	BOND YES
REPUMP STATION BIG PINE KEY	\$ 919,020.00	BOND YES
KEY HAVEN UTILITY IMPROVEMENTS	\$ 2,766,744	BOND YES
BOCA CHICA FM EXTENSION	\$ 2,020,468	BOND YES
UNITED AND GRINNELL WATERMAIN	\$527,921	BOND YES
KEY HAVEN FM TRANSMISSION	\$ 2,762,000	BOND YES

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

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

PROJECTS:

ROOSEVELT GARDENS HOUSING PROJECT \$1,256,000 BOND YES

6.) BJ&K CONSTRUCTION
970 WEST MCNAB ROAD
FORT LAUDERDALE, FL 33309
954 974-7744

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

PROJECTS:

MERIDIAN WEST APARTMENTS \$1,700,000 BOND YES

7.) HEERY INTERNATIONAL
1625 DENNIS STREET
KEY WEST, FL 33040
305 293-3008

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

PROJECTS:

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3 \$2,363,000 BOND YES
POINCIANA ELEMENTARY SCHOOL: \$633,000 BOND YES

8. COASTAL CONSTRUCTION
5959 BLUE LAGOON DR
STE 200
MIAMI, FL 33126
305 559-4900

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

PROJECTS:

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

9.) HISTORIC TOURS OF AMERICA
201 FRONT STREET
Key West, Florida 33040
305 296-3609

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

PROJECTS:

PARK VILLAGE	\$ 317,000	BOND	NO
MARQUESA COURT	\$ 405,000	BOND	NO
KEY COVE LANDINGS	\$ 675,000	BOND	NO
LANDINGS AT KEY HAVEN	\$1,500,000	BOND	NO

10.) DEMOYA GROUP
12209 S. DIXIE HWY
MIAMI, FL 33156
305 255-5713

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

PROJECTS:

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

11.) DL PORTER
6574 PALMER CIRCLE
SARASOTA, FL 34238
941 929-9400

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

PROJECTS:

HOMELAND SECURITY, KEY WEST	\$ 231,600.00	BOND NO
KEY WEST INTERNATIONAL AIRPORT	\$ 724,000.00	BOND NO
SANTA MARIA HOTEL	\$ 225,000.00	BOND NO
COUCH HARBOR	\$ 210,000.00	BOND NO
ATLANTIC SHORES DEMO & SITEWORK	\$1,011,000.00	BOND NO
TRUMAN HOTEL SITEWORK	\$ 55,000.00	BOND NO
SPINDRIFT HOTEL DEMO & SITEWORK	\$300,000.00	BOND NO
FIRE STATION # 2 CITY OF KEY WEST	\$661,000.00	BOND NO
SPINDRIFT HOTEL	\$150,000.00	BOND NO
HISTORIC SEAPORT COMMONS	\$ 81,000.00	BOND NO
TRUMAN AMPHITHEATER	\$ 183,593	BOND NO

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

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

PROJECTS:

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

13. BRPH
3275 SUNTREE BLVD
MELBOURNE, FL 32940

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

PROJECTS:

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO
TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO

NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO
SIGSBEE PARK YOUTH CENTER	\$89,600	BOND NO

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

OHIO BAHIA HONDA BRIDGE REPAIR:	\$837,700.00	BOND YES
HERITAGE TRAIL: SUGARLOAF SEGMENT:	\$255,000.00	BOND YES
HERITAGE TRAIL: KEY HAVEN TO BIG COPPITT:	\$2,052,268.00	BOND YES
HERITAGE TRAIL: SPANISH HARBOR	\$4,083,000.00	BOND YES

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

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

HOLIDAY INN EXPRESS:	\$8,890,227	BOND YES
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19. DORADO/CONQUISTADOR
541 N. PALMATTO AVE.
SUITE 104
SANFORD, FL 32771
407 688-0600

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

PROJECTS:

BOCA CHICA AIRFIELD VEGETATION	\$1,057,126.00	BOND YES
BOCA CHICA ANTENNA PAD MITIGATION	\$ 385,213.00	BOND NO
GEIGER KEY MITIGATION	\$ 432,549.46	BOND NO
NE HYDRO RESTORATION	\$1,206,399.00	BOND YES
BOCA CHICA WEST LAGOONS	\$ 910,420.00	BOND YES
BOCA CHICA PERIMETER ROAD	\$ 315,317.00	BOND YES
ROCKLAND STAGING AREA	\$ 69,899.00	BOND YES
BIG COPPITT SITE 2 EAST	\$ 47,910.00	BOND YES
AREAS: 1,2,3,5,6, 20,21,22,23,24	\$6,800,000.00	BOND YES

20. SS RAFFERTY, LLC

3717 EAGLE AVE
KEY WEST, FL 33040

SCOPE OF WORK: DEMOLITION, SITEWORK, BUILDING.

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

21. BOTSFORD BUILDERS

937 107th Street Gulf
Marathon, FL 33050
(305) 743-9644

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

PROJECTS:

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

22. GENERAL ASPHALT

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

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

SUGARLOAF SEGMENT US # 1 \$401,598.22 BOND NO
SHARK KEY WEST US # 1 \$61,320.86 BOND NO
RAMROD LITTLE TORCH US # 1 \$463,939.28 BOND NO
SUGARLOAF TO BIG COPPITT US # 1 \$136,250.46 BOND NO
TRUMAN AVE E6I33 \$125,588.00 BOND NO
S. ROOSEVELT-BIG COPPITT US # 1 T6320 \$1,860,000.00 BOND NO
FDOT E-6J96-MARATHON \$1,010,539 BOND NO
KWIA RUNWAY \$2,322,853 BOND NO

23. WHARTON SMITH

3547 SW CORPORATE PARKWAY
PALM CITY, FL 34990-8152
(772) 283-2944

SCOPE OF WORK: STORM DRAINAGE, INJECTION WELLS.

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

24. AJAX BUILDING CORPORATION

6050 PORTER WAY
SARASOTA, FL 34232

(941) 371-6222

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

FKCC MARINE TECH BUILDING	\$466,000.00	BOND YES
GERALD ADAMS ELEMENTARY	\$4,392,785	BOND YES
STANLEY SWITLIK ELEMENTARY	\$4,065,854	BOND YES

25. CIVIC CONSTRUCTION **JL WOODE, LLC**
7144 SW 47TH STREET 49 IMMIGRATION ST
MIAMI, FL 33155 SUITE 103
(305) 661-4859 CHARLESTON, SC 29403
(312) 363-6000

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

PROJECTS:

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

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

SCOPE OF WORK: SITE WORK, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT, FIELD LIGHTING, HYDRANT RELOCATION

HARRIS SCHOOL DEMO	\$86,000.00	BOND NO
HOB PARKING LOT, SOCCER FIELD	\$343,882.00	BOND YES
HOB BUS LOOP	\$723,700	BOND YES
MARATHON MANOR DEMO	\$409,000.00	BOND YES

28. BOY SCOUTS OF AMERICA, SOUTH FL COUNCIL
15255 NW 82ND AVE
MIAMI LAKES, FL 33016
(305) 364-0020

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

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

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

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

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

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

30. DOUGLAS N. HIGGINS, KEY WEST

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

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

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

31. LAYNE HEAVY CIVIL

4520 NORTH STATE ROAD 37
ORLEANS, IN 47452
812 865-3232

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

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:

OUTER ISLANDS \$5,400,000.00 BOND NO
BIG PINE KEY BIKE PATH REPAIR \$ 192,330.00 BOND NO

32. GIANNETTI CONTRACTING OF FL, INC.

2660 NW 15th Court # 108
Pompano Beach, FL 33069-1500
(954) 972-8104

SCOPE OF WORK: TEMP INJECTIONS WELLS

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:

OUTER ISLANDS \$391,200.00 BOND NO

33. SOUTHERNMOST CABANA RESORT, LLC

P.O. Box 420236
Summerland Key, FL. 33042
(850) 221 2338

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

SOUTHERNMOST CABANA RESORT \$430,000.00 BOND NO

33. MARATHON OCEAN HOUSING LLC

5604 PGA BOULEVARD
SUITE 109
PALM BEACH GARDENS, FL 33418
(561) 722-9725

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

TARPON HARBOR, MARATHON \$2,223,000.00 BOND NO

CHARLEY TOPPINO & SONS, INC.
P.O. BOX 787
KEY WEST, FL 33041 **305 296-5606**

PROFESSIONAL REFERENCES:

FCAA: KURT ZELCH: 305 296-2454

CITY OF KEY WEST: JIM SCHOLL 305 809-3888

DL PORTER: GARY LOER (941) 929-9400

FDOT: PATTY IVY 305 289-6106

CREDIT REFERENCES

NAME:	ADDRESS	PHONE
CONCRETE PRODUCTS OF PALM BEACHES, INC.	460 Avenue S, Riviera Beach, FL 33404	(561) 842-2743
FERGUSON ENT	1950 NW 18TH STREET POMPANO BEACH, FL 33069	305 947-0514
BBT BANK	1010 KENNEDY DR. KEY WEST, FL	305 292-3842



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2018

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

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

PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	CONTACT NAME:		
	PHONE (A/C, No, Ext): 305-591-0090	FAX (A/C, No): 212-948-5665	
E-MAIL ADDRESS: certsmiami@mma-fl.com			
INSURED CHARLTOPPI Charley Toppino & Sons Inc. Monroe Concrete Products Inc. P.O BOX 787 Key West FL 33041	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Co of America		25666
	INSURER B: Phoenix Insurance Company		25623
	INSURER C: Travelers Property Casualty Co of Amer		36161
	INSURER D: Travelers Indemnity Company of CT		25682
	INSURER E:		
INSURER F:			


COVERAGES	CERTIFICATE NUMBER: 486193245	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DTCO3202M181TIA18	5/19/2018	5/19/2019	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			DT8103202M181TCT18	5/19/2018	5/19/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3J65722118	5/19/2018	5/19/2019	EACH OCCURRENCE	\$ 10,000,000	
							AGGREGATE	\$ 10,000,000	
								\$	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N/A			UB4K52638618	5/19/2018	5/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability Aggregate applies per Project if required by written contract.

Proof of Insurance only.

CERTIFICATE HOLDER City of Key West 1300 White St Key West FL 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CO.	#	DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	DRIVER	STATUS
CTS	A-45	2004 FORD P/U	1FDSF34L84EB28150	F-350	89617337	253MNW	Jun-18	WELDING TRUCK	IN SERVICE
MCP	A-59	2006 FORD	1FTRF12216NA69186	F-150	94857131	GPYS69	Jun-18	SHOP TRUCK	IN SERVICE
CTS	A-64	2007 LINCOLN NAV	5LMFU27547LJ04360	NAV	97122554	140MNW	Jun-18	F.T N/C	IN SERVICE
CTS	A-69	2007 FORD P/U	1FTRX12W87B25426	F-150	99980650	K836RC	Jun-18	ALEX MEDEROS	IN SERVICE
FTD	A-70	2005 FORD BOX TRUCK	1FDWE35L45HA83596	F350	93335989	K031ST	Jun-18	M.O.T. TRUCK	IN SERVICE
CTS	A-76	08 SMART	WMEEEJ31X28K082816	BLIVER	100239430	K184ST	Jun-18	F.P.T.	IN SERVICE
FTD	A-79	2014 MASERATI (TRADED 2009 MASERATI)	JTHFN48YX30045186	SILVER	90614285	IGL839	Jun-18	PAUL T.	IN SERVICE
CTS	A-81	2006 JEEP	ZAM56RRA5E1076377	4D	113111620	EELK98	Jun-18	F.P.T.	IN SERVICE
CTS	A-82	2002 JEEP	1J4FA44S28P728004	REBUILT AFTER P	94807267	932QVW	Jun-18	RICHARD TOPPINO	IN SERVICE
CTS	A-83	2012 FORD P/U	1FTFW1CF3CFD08473	F-150 SE	110495720	755PRP	Dec-18	TOMAS REZA	IN SERVICE
CTS	A-84	2012 FORD P/U	1FTFW1CF5CFD08474	F-150 SE	110444858	703PRP	Dec-18	DONANLD BUSCH	IN SERVICE
MCP	A-85	2012 CHEVY P/U	1GNCSEAXCZ11262	1500	107254335	324QAB	Jun-18	MATT BUSSARD	IN SERVICE
CTS	A-86	2013 FORD EXPLORER	1FM9K7F84DGA57901	EXPLORER	109489440	IGL840	Jun-18	PATRICK ORTEGA	IN SERVICE
CTS	A-87	2013 FORD P/U	1FTFW1CF5DKD087007	F-150 SE	112279338	039QBX	Jun-18	KIRKCONNEL	IN SERVICE
CTS	A-87	2014 CHEVY IMPALA	2G1155S31E9133897	SEDAN				EDWARD TOPPINO, SR	IN SERVICE
CTS	A-89	2014 JEEP CHEROKEE	1CARJEBG2EC326416	GRAND CHEROKEE	113580907	804QII	Jun-18	PAUL TOPPINO	IN SERVICE
MCP	A-92	2014 GMC P/U CREW CAB	3GTP1TEH7EG259227	WHITE	117388109	HKN5E	Jun-18	ANTHONY GALVAN	IN SERVICE
MCP	A-93	2014 GMC P/U CREW CAB	3GTP1TEH4EG266748	WHITE	117688156	667RGN	Jun-18	JOHN MCGEE	IN SERVICE
MCP	A-97	2014 CHEVY VAN	1GCWGF40E1137949	WHITE	113397615	292RRM	Dec-18	GEORGE SQUELLA	IN SERVICE
CTS	A-98	2007 FORD	1FDWF36P97EA14714	WHITE	120217354	ERKU45	Dec-18	H. HERNANDEZ (GUAJIRO)	SOLD 4/10/18
CTS	A-99	2015 CHEVY P/K	3GCPCREH3FG114247	WHITE	116253470	EEK070	Jun-18	LUIS PEREZ HERARA	IN SERVICE
CTS	A-100	2001 DODGE TRUCK	3B6NC365X1M545882	BLUE	83420886	GDKG78	Dec-18	VENIEL	IN SERVICE
2016 CTS	A-103	2015 GMC	1GTM1TEC1F2901678	WHITE	122489791	GLMY35	Jun-18	JEFF BURNHAM	IN SERVICE
2016 FPT&R	RAMONA	2018 MERCEDES	WDDZF6GB1JA466148	BLACK	131009282	EPZD26	Sep-18	RAMONA TOPPINO	IN SERVICE
2016 FPT	FRANK	1938 FORD PHAETON MODEL 68	182412711		114737700	BT4484	Jun-18	FRANK TOPPINO	IN SERVICE
2016 CTS	A-105	2015 GMC SIERRA	1GTM1TEC4F2901769	WHITE	124543934	HDXL58	Jun-18	CARLOS KELLEY	IN SERVICE
CTS	A-106	2014 FORD F-250 SUPER DUTY	1FT7W2A62EEB21814	WHITE	115237345	Y40N9K	Dec-18	JAY THOMPSON	IN SERVICE
2016 CTS	A-108	2016 FORD TRUCK F-150 2WD SUPERCR	1FTEW1CF2GFA22289	WHITE	120958301	HGYH45	Jun-18	JOSE GUADARAMA	IN SERVICE
2016 CTS	A-109 (T-88)	2003 CHEVY 1/2 TON PICKUP	1GCEC14V53291958	WHITE	87818765	HGYC92	Jun-18	ALBERTO BARBA	IN SERVICE
2016 CTS	A-110 (T-89)	2007 DODGE 1 TON TRUCK	3D6WG46D77G817120	WHITE	98907096	HGYC93	Dec-18	DYLAN COX	IN SERVICE
2017 CTS	A-111	1990 FORD PICKUP (BLUE/WHITE)	1FTDF19N6LPA60810	BLUE & WHITE	115320067	HYJ568	Jun-18		IN SERVICE
2017 CTS	A-112	1994 FORD SIERRA 2500 2WD	1GT11REG7HF118566	WHITE	128053868	ILEC03	Dec-18	CLINT KUHNS	IN SERVICE
2017 CTS	A-113	1994 FORD F350 FLATBED	2FDKF38GXRC6A65663	BLUE	65698205	IQPK89	Dec-18	RICHARD TOPPINO	IN SERVICE
2017 CTS	A-114	2016 CHEVY SILVERADO	1GCTKWB81GF27392	WHITE	125426635	IJCL66	Dec-18	ANDREW TOPPINO	IN SERVICE
2017 CTS	A-115	2017 CADILLAC ESCALADE-LEASE	1GYS3JKJ8HR373056	BLACK	LEASE	ISXD59	Jul-18	DANIEL TOPPINO	IN SERVICE
2017 CTS	A-116	2018 GMC SIERRA 2500	1GT11REG5JF151314	WHITE	129275855	ISXF39	Dec-18	PATRICK STEVENS	IN SERVICE
2017 CTS	A-117	2018 GMC YUKON	1GKS1CKJ6JR138463	WHITE	129334931-LEASE	ISXG54	Jul-18	JOHN TOPPINO	IN SERVICE
2017 CTS	A-118	2018 ISUZU NPR XD	JALC4W166J7K00301	BOX TRUCK	129456971	IZLY22	Dec-18	STEVE H.	IN SERVICE
2017 MCP	A-119	2017 GMC SIERRA 1500	3GTP1MEH2HG305198	GAZ SUMMIT	129708839	JAPE25	Jun-18	JASON PEPPER MCP	IN SERVICE
2017	DEBRA T	2018 CADILLAC ESCALADE		DEB TOPPINO	O/S	O/S	O/S	DEB TOPPINO	IN SERVICE
2017 MCP	A-120	2014 NISSAN TITAN	1N6BA0CH6EN511050	WHITE	120194655	JAF J20	Jun-18	CHRIS BUTLER	IN SERVICE
2017 CTS	A-121	2017 ISUZU NPR	54DB4J1B0HS807293	WHITE	130145611	I2M Q11	Dec-18	MOT JIMMY REEVES	IN SERVICE
2017 CTS	A-122	2018 GMC YUKON	1GKS1CKJ7JR234232	SILVER	LEASE	HOD5T	Jan-19	RICHARD TOPPINO	IN SERVICE
2017 CTS	A-123	2018 TOYOTA TACOMA	5TFAZ5CN5JX057480	SILVER	O/S	IXC D28	Dec-18	ASHLEY PEATTIE	IN SERVICE
2017 CTS	A-124	2018 FORD EXPEDITION MAX	1FMJK1MTSJEAO7468	WHITE	LEASE	GDK N61	Jul-18	FRANK TOPPINO	IN SERVICE
2017 CTS	A-125	2001 CHEVY PICKUP	2GCCEC19T611260344	WHITE	1017389594	JDK B26	JUN-19	TIMMY JOSLYN	IN SERVICE
2017 CTS	A-126	2018 FORD TRUCK	1FTBF2A66JEB16619	WHITE	FTBF2A66JEB1661	JMVV61	12/31/2018	ORIOLO LOPEZ	IN SERVICE

NO.	BACKHOES DESCRIPTION	SERIAL #	MODEL	TITLE #	DATE DELIVERED	STATUS
B-02	1987 CASE B/HOE	JJG0209914	590 Super L	6500		IN SERVICE
B-04	1994 CAT EXCAVATOR	9RL00362	322L	22000		IN SERVICE
B-18	1988 225 TRACK HOE	2ZD01409	225-B	18000		IN SERVICE
B-18	OVERHAUL ON B-18					IN SERVICE
B-20	1988 CAT EXCAVATOR	5-AF-00347	235-C	22000		IN SERVICE
B-40	1997 CAT EXCAVATOR	1JM00339	375-L	75000		IN SERVICE
B-42	2003 CASE B/HOE MODEL 1	JJG0288426	590 SM	40000	12/2005	IN SERVICE
B-43	1999 CAT B/HOE	2JR2415	325	5681 HRS		IN SERVICE
B-44	2003 VOLVO B/HOE	EW170KRC03631	EW 170	39500		IN SERVICE
B-45	2005 CAT B/HOE	FDP25239	420D	42700	5/12/2006	IN SERVICE
B-46	2007 CAT B/HOE	JJG00464	324DL	154000	5/4/2007	IN SERVICE
B-47	2006 CAT B/HOE	KCX01173	308C	69000	11/8/2007	IN SERVICE
B-48	2008 CAT B/HOE	PHX01025	320DL	3453 HRS	8/14/2012	IN SERVICE
B-49	2014 CAT B/HOE	PLW00629	329EL	1820	6/18/2014	IN SERVICE
B-51	2011 CASE 580SN B/HOE	JJGN58SNPBC542224	580SN		3/23/2015	IN SERVICE
B-52	2015 JOHN DEERE B/HOE	1FF075GXJE015481	75G		9/25/2015	IN SERVICE
B-53	2016 JOHN DEERE 50G EXCAVATOR	1FF050GXTGH284059	50G		6/24/2016	IN SERVICE
B-55	2016 CAT 326 FL EXCAVATOR	WGL00973	326FL		10/4/2016	IN SERVICE
B-56	HITACHI TRACKHOE				1/15/2017	IN SERVICE
B-57	20 VOLVO EW180	EW180220147	EW180 S1		2/20/2018	IN SERVICE
B-58	2016 VOLVO 235EL	C235E310169	ECR235EL		3/21/2018	IN SERVICE

NO.	BOAT DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	DATE DELIVERED	STATUS	INSURANCE
BOAT-01	2018 CAROLINA SKIFF	EKHA4967J718	EKH03	130166806	FL0968RN	Jun-18		IN SERVICE	
BOAT-01	2018 ROADKING TRAILER	5MUBB327JF022115	ROLI/SIL		ISSR54	Jun-18		IN SERVICE	OCEAN MARINE POLICY

NO.	CRANES DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	DATE ISSUED	DATE OF EXPIRATION	DATE DELIVERED	STATUS
C-23	1983 GROVE 30TH	1K1S130010SK	TMS250B	60260505	MIN68T	Jun-18	97096 miles	52424 hrs	12/8/07	IN SERVICE
C-24	2013 KENWORTH T370	2NKHHM7X8DM366404	2013 18 TON 60DE2 NATIONAL CRANE	121431856	N5597X	Dec-18			DEL. 12/14/2015	IN SERVICE

NO.	DOZERS DESCRIPTION	SERIAL #	MODEL #	TITLE #	DATE DELIVERED	STATUS
D-28	1968 INTERN'L DOZER	23276	TD-20B	N/A		IN SERVICE
D-29	2000 KAOMATSU/CRAWLER	PO75738	D-32E-1	N/A		IN SERVICE
D-34	CAT DOZER D-5	CAT0D5K2EKYY00263	TD5K2LGP	N/A	DEL 01/15/2013	IN SERVICE
D-35	CAT DOZER D-5	CAT0D5K2JKYY01341	D5K2LGP	N/A	7/7/2017	IN SERVICE

NO.	GRADERS DESCRIPTION	SERIAL #	MODEL	TITLE #	DATE DELIVERED	STATUS
G-15	2004 CAT Grader	CBK 00495	12H			IN SERVICE
G-16	2008 LEE BOY	53460	685B			IN SERVICE

NO.	LOADERS DESCRIPTION	SERIAL #	MODEL #	TITLE #	DATE DELIVERED	LOCATION	STATUS
L-22	1999 BOB CAT	514428226	836				IN SERVICE
L-34	2002 CAT LOADER	8CR03546	IT-28G				IN SERVICE
L-39	2007 KOMATSU	72496	WA150L-5				IN SERVICE
L-40	2007 CAT	TAR01138	908		DEL 04/12/2007		IN SERVICE
L-41	2008 BOB CAT	A5GK20455	S220				IN SERVICE
L-42	2006 CAT LOADER	CAT0930HC DHC01469	930HIT	HNS.1407	DEL 08/22/2012		IN SERVICE
L-43	2008 CAT LOADER	CRD02672	938G	HNS. 5478	DEL 12/13/2012		IN SERVICE
L-44	2010 CASE LOADER	JEE 224701	621E		DEL 02/2013		IN SERVICE
L-45	2010 JOHN DEERE	DW744KX628126	744K		DEL 06/18/2013		IN SERVICE
L-46	2014 HYUNDAI	HLN01TD0000840	HL740-9		DEL 02/20/2014	AT MCP ROCKLAND	IN SERVICE
L-47	2014 CAT LOADER	HXC02214	924H		DEL 05/09/2014	AT MCP MARATHON	IN SERVICE
L-48	2015 CAT LOADER	CAT0950KLR4A02657	950K		DEL 07/01/2015		IN SERVICE
L-49	2012 CAT LOADER	HXC02695	924H		DEL 08/07/2015		IN SERVICE
L-50	2015 CAT LOADER	JRD00390	908H2		PUR 12/03/2015		IN SERVICE
L-51	2015 CAT SKID STEER	BYF01413	246D L1		6/24/2016		IN SERVICE
L-52	CAT 908H2	JRD02548	908H2		1/11/2017		IN SERVICE
L-53	KUBOTA COMPACT LOADER	31128	SVL75-2HW		10/30/2017		IN SERVICE
L-54	2014 CAT LOADER	CAT0930KTRHN03290	930KQC		1/3/2018		IN SERVICE

NO.	TRUCK-TRACTORS DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	FORM 2290	GVW	DRIVER	DATE DELIVERED	VEHICOR	STATUS
T-01	1988 Ford Fuel Truck	1FDXW32A3XJVA11734	L 8000	04095482	4705GN	Dec-18	N/A	22000				IN SERVICE
T-26	1982 Ford 30 In	1FDYH9007CVA17200	L 8000	20580810	4705GN	Dec-18	FORM 2290	22000	OLD LOWBOY	11/18/2005 Albert		IN SERVICE
T-36	1995 Ford TL	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	80000		11/16/2005		IN SERVICE
T-38	1985 Ford TL-42	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	80000	SMALL LOWBOY	DEL 5/19/06		IN SERVICE
T-41	1988 Ford tractor TL-31	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	72000		DEL 7-12-08		IN SERVICE
T-42	1988 Ford Sterling Flat Bed	2FZHRJAC22A02091	L-8501	80055200	4705GN	Dec-18	N/A	34959	RIMIX	12/28/2007		IN SERVICE
T-43	1988 Ford tractor TL-31	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	72000		4/5/2008		IN SERVICE
T-44	1988 Ford tractor TL-31	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	72000		4/5/2008		IN SERVICE
T-45	1988 Ford tractor TL-31	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	72000		4/5/2008		IN SERVICE
T-46	1988 Ford tractor TL-31	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	72000		4/5/2008		IN SERVICE
T-47	1988 Ford tractor TL-31	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	72000		4/5/2008		IN SERVICE
T-48	1988 Ford tractor TL-31	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	72000		4/5/2008		IN SERVICE
T-49	1988 Ford tractor TL-31	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	72000		4/5/2008		IN SERVICE
T-50	1988 Ford tractor TL-31	1FTY9898VA75702	L8000	87583443	4705GN	Dec-18	FORM 2290	72000		4/5/2008		IN SERVICE
T-51	1984 GMC DUMP TRUCK	1GDM7H1J8R1J510408	TOPKICK	92875638	4705GN	Dec-18	FORM 2290	80000		11/10/2011		IN SERVICE
T-52	1989 Kenworth	1NKDL0X6XJ831745	T-800	93385543	4705GN	Dec-18	FORM 2290	80000		11/10/2011		IN SERVICE
T-53	1987 Ford Flat Bed	9771	M-5000	94548445	4705GN	Dec-18	FORM 2290	60000		11/10/2011		IN SERVICE
T-54	1987 Ford Flat Bed	1FDXN89F1WVA09108	L8000	94548445	4705GN	Dec-18	FORM 2290	60000		11/10/2011		IN SERVICE
T-55	1989 Freightliner dump van	4UZA2T21WC918191	391cam	94889583	4705GN	Dec-18	FORM 2290	34959	ALBERTO	11/18/2005 Albert		IN SERVICE
T-56	1997 Internl Water Truck	1HTSDAN0VH464861	4900 HD	97075068	4705GN	Dec-18	FORM 2290	26000	PIPE CREW	11/16/2005		IN SERVICE
T-58	2000 Internl Tractor	2H8FAHXX9Y038378	9100	7850616	4705GN	Dec-18	FORM 2290	72000	WATER TRUCK	DEL 5/19/06		IN SERVICE
T-62	2000 Internl Flatbed	1HTSCAA9YH321163	9100	7850616	4705GN	Dec-18	FORM 2290	72000	WATER TRUCK	DEL 7-12-08		IN SERVICE
T-64	1995 Int Tractor	1H8BBAHXSH599222	318/1922	77792399	4705GN	Dec-18	FORM 2290	33000		11/2/2006	ATLANTIC FORD	IN SERVICE
T-65	1995 Ford Dump TK	1FDXV82E3SVA60040	DUMP	69120647	4705GN	Dec-18	FORM 2290	50000		12/28/2007		IN SERVICE
T-66	2007 Chevy	1GBC3B8K5T6995390	F450	10121137	4705GN	Dec-18	FORM 2290	11400	SIDEWALK CREW	4/5/2008		IN SERVICE
T-68	2002 Inter Tractor	2H8CAAHN420M2917	F450	85018221	4705GN	Dec-18	FORM 2290	56959		4/2/2010		IN SERVICE
T-70	2005 Ford	1FDXFE6P15EA20255	F450	91381503	4705GN	Dec-18	FORM 2290	11400	SIDE WALK	4/2/2010		IN SERVICE
T-71	1993 Ford Dump	1FDYH92E1PVA23284	DUMP	84013889	4705GN	Dec-18	FORM 2290	92000		11/10/2011		IN SERVICE
T-72	1993 Magr Roll Off	1H2B9309P810929	DUMP	84234677	4705GN	Dec-18	FORM 2290	85000		8/30/2011	MONROE COUNTY	IN SERVICE
T-73	2000 Volvo Offroad	A30CV60400	A30C	N/A	N/A	Dec-18	N/A	28000		DEL 3-27-13		IN SERVICE
T-75	2000 Volvo Offroad	A30CV3571	A30C	N/A	N/A	Dec-18	N/A	28000		DEL 12-6-12		IN SERVICE
T-76	Ford Box Truck Van	1FDWES751WBH58759	T8000	108763307	4705GN	Dec-18	FORM 2290	11000	U-HAUL	DEL 12-6-12		IN SERVICE
T-77	2001 Sterling Fuel Truck	2FXDBB031A49786	T8000	93086444	4705GN	Dec-18	FORM 2290	52000		DEL 6-8-13		IN SERVICE
T-78	2006 Kenworth Tractor	1HXDDB0X0J160281	T8000	112055481	4705GN	Dec-18	FORM 2290	80000		DEL 6-8-13		IN SERVICE
T-78	2004 International	2H8CDAK64C017027	T8000	112068346	4705GN	Dec-18	FORM 2290	85000		DEL 6-8-13		IN SERVICE
T-81	2001 Mack Dump	1M2B90R051M028396	DUMP	115248812	4705GN	Dec-18	FORM 2290	63100		DEL 5/6/2014		IN SERVICE
T-82	2004 Ford F-450 Water Truck	3FRNF65A35V112009	F450	117095603	4705GN	Dec-18	FORM 2290	28000	WATER TRUCK	DEL 12/12/2014		IN SERVICE
T-84	2008 Chevy 5500 HD	1GBE5C3979F604916	5500 HD	102190045	4705GN	Dec-18	FORM 2290	19999	STEVE H.	DEL 8/15/2015		IN SERVICE
T-85	2013 Isuzu Refrigerator	54DBJL7B73B04047	NPR	119454108	4705GN	Dec-18	FORM 2290	12000	CONCRETE CREW	DEL 8/20/2015		IN SERVICE
T-86	1999 International	1HTSDMAN1YH240932	4900HD	118612423	4705GN	Dec-18	FORM 2290	14989	WATER TRUCK	DEL 8/20/2015		IN SERVICE
T-87	2015 Western Star 4700SF	5KXMAVDV08PFGC4847	4700SF	125572311	4705GN	Dec-18	FORM 2290	70000		no auction 11/16/15		IN SERVICE
T-88	2015 Western Star 4700SF	5KXMAVDV08PFGC4845	4700SF	125572384	4705GN	Dec-18	FORM 2290	70000		no auction 11/16/15		IN SERVICE
T-89	2014 Western Star 4700SF	5KXMAVDV07EFP5845	4700SF	125572217	4705GN	Dec-18	FORM 2290	70000		no auction 11/16/15		IN SERVICE
T-90	2007 International 4300	1HTMMAAN7H415230	4300	98330839	4705GN	Dec-18	FORM 2290	34959		DEL 8/20/2015		IN SERVICE
T-91	2010 International ProStar	3H8CUAPR2M168701	PROSTAR	127795375	4705GN	Dec-18	FORM 2290	20000		DEL 8/20/2015		IN SERVICE
T-92	2017 Dumper 6001-DW60	WKCDC1801CPAL01208	DW60	N/A	N/A	Dec-18	FORM 2290	20000	N/A		DTL TRUCKS 450017	IN SERVICE
T-93	2017 Dumper 6001-DW60	WKCDC1801CPAL01188	DW60	N/A	N/A	Dec-18	FORM 2290	20000	N/A		ALL STAR EQUIPMENT	IN SERVICE
T-94	2018 Western Star 4700SB	5KXMAVDV1JLZ3582	4700SB	130526320	4705GN	Dec-18	FORM 2290	22900			ALL STAR EQUIPMENT	IN SERVICE
T-95	2018 Western Star 4700SB	5KXMAVDV1JLZ3582	4700SB	130526320	4705GN	Dec-18	FORM 2290	22900			LOU BACHROOT	IN SERVICE
T-96	2018 Western Star 4700SB	5KXMAVDV1JLZ3582	4700SB	130526320	4705GN	Dec-18	FORM 2290	22900			LOU BACHROOT	IN SERVICE
T-96 (MCP)	2018 Western Star 4700SB	5KXMAVDV1JLZ3582	4700SB	130526320	4705GN	Dec-18	FORM 2290	22900			LOU BACHROOT	IN SERVICE

NO.	TRAILERS DESCRIPTION	SCOW	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	TRUCK	STATUS
TL-15	1993 Home Made Trailer		NOVINO00082608072	Welding Tn.	-	L416UV	Jun-18	welding	IN SERVICE
TL-31	1995 Borco	SCOW	1B9DS2523SP313014		69828716	5192CQ	N/A-PERM TRL	T-41	IN SERVICE
TL-42	1996 Borco	SCOW	1B9DS2528TP313009		70544631	5194CQ	N/A-PERM TRL	T-64	IN SERVICE
TL-44	1997 BIHoe TL.		NOVINO200057315		-	GPYS66	Jun-18		IN SERVICE
TL-45	1999 Borco TL.	SCOW	1B9DS292XP313007	Dump	76943606	4114CQ	N/A-PERM TRL	T-67	IN SERVICE
TL-46	2002 CLEVELAND TL.	LOW BOY	4MNDK252221001520	10 Ton TL	86223063	5199CQ	N/A-PERM TRL	SMALL LOWBOY	IN SERVICE
TL-47	2004 AMERICAN PACE		4FFFB10194G078271	JT610SA	-	GPYS67	Jun-18	Jessie	IN SERVICE
TL-48	1996 TRAIL KING	LOW BOY	1TKA04821TM065267	TK70HT	70577768	5199CQ	N/A-PERM TRL	LARGE LOWBOY	IN SERVICE
TL-49	2005 BORCO DUMP	SCOW	1B9DS29275P313001	RDS	94841618	5197CQ	N/A-PERM TRL	3/15/2005	SOLD 5/10/18
TL-50	2005 UTILITY TL		HITCH58200060805	5+8	-	EEL398	Jun-18	wash crew	IN SERVICE
TL-51	2006 CARGO		5NHUFT016JU209935		-	GPYS68	Jun-18	ALEX MEDEROS	IN SERVICE
TL-52	1979 PIPE CREW OFFICE	SCOW	1B9DS25286P313001		96585366	5199CQ	N/A-PERM TRL	38953	IN SERVICE
TL-56	1979 PIPE CREW OFFICE		7U93074019		97154173	M075JG	Jun-18	CLINT KUHNS	IN SERVICE
TL-57	GROUT Pump		NOVINO200862825		-	105PLD	Jun-18		IN SERVICE
TL-58	2014 LOW BOY EAGER BEAVER	LOW BOY	142SD2492EL079438	50GSL/3	115252105	5195CQ	N/A-PERM TRL	DROP NECK LOWBOY	IN SERVICE
TL-59	2014 HITCH KING (PAUL TOPPINO)	PERSONAL	H1TK4820007201450		-	588QVV	Jun-18	PAUL TOPPINO	PERSONAL
TL-60	1988 SUN	bobcat trailer	154CH1623JT010547		-	GBGP67	Jun-18	bobcat trailer	IN SERVICE
TL-61	2015 SWTM 7x16 CARGO TRAILER	jobsite	1S907X164FM882079	SW-07X16T	-	JAFK28	Jun-18	CLINT KUHNS	IN SERVICE
TL-62	2016 8.6 X 18FT TANDEM AXEL ENCLOS	jobsite	1S986X18XGM982290	SWTM	125345531	HCMZ92	Jun-18	JOSE G	DEPOSIT PAID 8/28/18
TL-64	2014 CONTINENTAL TRAILER	jobsite	5HUNS428EU107336		113908939	HYJR63	Jun-18	PURCH 3/2017	IN SERVICE
TL-65	2018 TRAIL-EZE	LOW BOY	1DAHFCX2XJP022297	TE80HT40	127414186	5198CQ	N/A-PERM TRL	JESSIE HARRIS	IN SERVICE
TL-66	2017 PALMER TRAILER	SCOW	1P924HS29HA003422	TA24H	129533508	5239CU	N/A-PERM TRL	LOW BOY	IN SERVICE
TL-67	2018 PALMER TRAILER	SCOW	1P924HS22JA003445	TA24H	129533637	5240CU	N/A-PERM TRL		IN SERVICE
TL-68	1974 MILER TRAILER		17662	YELLOW	1017390432	JDK B25	Jun-19	Jan-18	IN SERVICE

NO.	ROLLERS DESCRIPTION	SERIAL #	MODEL #	DATE DELIVERED	STATUS
R-02	1988 Dynapac Roller	686B036	CA2511		IN SERVICE
R-03	1981 Case Vibratory	840124421	W-121	NO INS	IN SERVICE
R-04	Rammax Trench Roller		PC23/16C	NO INS	IN SERVICE
R-06	Amerimax	35110740	P33	NO INS	IN SERVICE
R-20	Walk Behind Roller	8300258	SDS33D	NO INS	IN SERVICE
R-23	Bomag Roller 2006	.101920001051.	BW 141AD-4	NEW AS OF 1-25-06	IN SERVICE
R-25	INGERSOLL RAND	165472	DD-12	10/24/2006	IN SERVICE
R-26	2009 RAM MAX	1537819	P33/ 24HMMR		IN SERVICE
R-27	CAT ROLLER	24001873	CB-24	REC. 1-8-13	IN SERVICE
R-28	DYNAPAC ROLLER	10000138E0A011324	CA2500	REC 4-2014	IN SERVICE
R-29	2009 CAT CB24	CATOCB24P24000545	CB24	DELIVERED 2016-09-26	IN SERVICE
R-30	2014 BOMAG	101920651004	BW190AD	WAITING ON DELIVERY	

NO.	CRANES DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	IAG EXP DATE	DATE ISSUED	DATE OF EXPIRATION	DATE DELIVERED	STATUS
C-23	1983 GROVE 30TH	1K1S1300108K	TMSZ60B	60260505	MIN68T	Jun-18	97096 miles	52424 hrs	12/6/07	IN SERVICE
C-24	2013 KENWORTH T370	2NKHHM7X8DM366404	2013 16 TON 600E2 NATIONAL CRANE	121431856	N5897X	Dec-18			DEL. 12/14/2015	IN SERVICE

NO.	DRILL RIGS Description	Serial #	Model #	Title #	Tag #	FORM 2290	GVW	STATUS
DR-01	1980 DRILL RIG	490XVGH3183	CAB 1FTYR90LORVA00118	67785440	U5470Q			IN SERVICE
RIG-01	HUGHES DIGGER ASSEMBLY	W5940180	MF60T					IN SERVICE
DR-02	1999 INTERNATIONAL 2674 6X4 TRUCK	1HTGLAXT7XH211755		98887063	N5731Z			IN SERVICE
RIG-02	2000 GUSS PECH HD-51 BUCKET DRILL		HD-51			FORM 2290	61999	IN SERVICE

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

LICENSE NUMBER

RG0045369



The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2019

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

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



ISSUED: 07/06/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1707060000534

**2017 / 2018
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2018**

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

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

Business Location: US HWY 1
KEY WEST, FL 33040

Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 31A /GC 152A

STATE LICENSE: CGC1518488

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

Paid 122-16-00002493 08/17/2017 250.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2018**

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

Business Location: US HWY 1
KEY WEST, FL 33040

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

Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 15

STATE LICENSE: CGC1518488

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

Paid 122-16-00002493 08/17/2017 250.00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

Business Name CHARLEY TOPPINO & SONS (EDWARD CtlNbr:0005358
Location Addr MM 8 1/2 ROCKLAND KEY
Lic NBR/Class 18-00017557 CONTRACTOR - REG ENGINEERING I
Issue Date: October 03, 2017 Expiration Date:September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

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

Doc: NEWJOB Type: OC Invoiced
Date: 10/03/17 6:00 Receipt no: 147
2015 17557
OR LIC OCCUPATIONAL RENEWAL
LIC. NUMBER: 71526
3025.00
3115.00
4325.00

Trans date: 10/03/17 Time: 14:59:05



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

CtlNbr:0024610

Business Name TOPPINO EDWARD
Location Addr MM 8 1/2 ROCKLAND KEY
Lic NBR/Class 19-00030287 COMPETENCY CARD
Issue Date: October 03, 2017 **Expiration Date:**September 30, 2019
License Fee \$15.00
Add. Charges \$0.00
Penalty \$0.00
Total \$15.00

Comments: **COMP CARD #473 FOR ENGINEERING CLASS I CONTR.**

TOPPINO EDWARD
PO BOX 787

KEY WEST FL 33040

Oper: KEYWJAB Type: UC Drawer: 1
Date: 10/03/17 61 Receipt no: 249
2015 30287
OR LIC OCCUPATIONAL FEE/AL \$15.00
Trans number: 3115633
CK CHECK 71637 \$30.00
Trans date: 10/03/17 Time: 14:32:33



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name TOPPINO EDWARD CtLNbr:0024610
Location Addr MM 8 1/2 ROCKLAND KEY
Lic NBR/Class 18-00030287 COMPETENCY CARD
Issue Date: October 03, 2017 **Expiration Date: September 30, 2018**
License Fee \$15.00
Add. Charges \$0.00
Penalty \$0.00
Total \$15.00

Comments: **COMP CARD #473 FOR ENGINEERING CLASS I CONTR.**

TOPPINO EDWARD
PO BOX 787
KEY WEST FL 33040

Dept: KEY WEST Type: OC Drawer: J
Date: 10/03/17 61 Receipt no: 146
2018 30287
OR LIC OCCUPATIONAL RENEWAL \$15.00
Trans number: 3115657
DA CHECK: 71637 930100
Trans date: 10/03/17 Time: 14:32:33

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

Business Name CHARLEY TOPPINO & S (FRANK RG) CtlNbr:0005344
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 18-00023997 CONTRACTOR - REG GENERAL
Issue Date: October 03, 2017 Expiration Date:September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)
PO BOX 787

KEY WEST FL 33041

Client: NEWTAB Type: LC Drawer: J
Date: 10/03/17 SL Receipt no: 749
2018 2017
CR LIC CONFIDENTIAL, REGUAL 1.00
Trans number: 71627
CL CHECK
Trans date: 10/03/17 Time: 14:32:07



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name TOPPINO, FRANK CtINbr:0024611
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 19-00030288 COMPETENCY CARD
Issue Date: October 03, 2017 **Expiration Date: September 30, 2019**
License Fee \$15.00
Add. Charges \$0.00
Penalty \$0.00
Total \$15.00

Comments: **COMP CARD #121 FOR GENERAL CONTRACTOR**

TOPPINO, FRANK
PO BOX 787

KEY WEST FL 33040

Oper: NEWJOB Type: OC Drawer: J
Date: 10/03/17 61 Receipt no: 250
2019 30288
OR LIC OCCUPATIONAL FEE-A \$15.00
Trans number: 3116461
CK CHECK 71638 \$30.00
Trans date: 10/03/17 Time: 14:50:32



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name
Location Addr
Lic NBR/Class
Issue Date:
License Fee
Add. Charges
Penalty
Total

TOPPINO, FRANK
2011 FLAGLER AVE
18-00030288 COMPETENCY CARD
October 03, 2017
\$15.00
\$0.00
\$0.00
\$15.00

CtLNbr:0024611

Expiration Date: September 30, 2018

Comments: **COMP CARD #121 FOR GENERAL CONTRACTOR**

TOPPINO, FRANK
PO BOX 787

KEY WEST FL 33040

Oper: KEYJOB Type: JC Invoer: J
Date: 10/03/17 61 Recof: 10/03/17 250
2018 30088
DR LIC OCCUPATIONAL RENEWAL 1.00 3115.00
Trans number: 3115060
CX CHECK: 71638 \$30.00
Trans date: 10/03/17 Time: 14:38:32

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name CHARLEY TOPPINO & S (FRANK ENG CtlNbr:0010428
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 18-00023996 CONTRACTOR - REG ENGINEERING I
Issue Date: October 03, 2017 Expiration Date:September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

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

OPER: KEYSTAR Type: OC Driver's
Date: 10/03/17 61 Receipt no: 251
2018 3396
OR LIC OCCUPATIONAL RENEWL 3325.00
Trans Number: 71608 3110662
DR CHECK 3125.00
Trans date: 10/03/17 Time: 14:34:01



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name TOPPINO FRANK (ENG) CtlNbr:0024612
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 19-00030289 COMPETENCY CARD
Issue Date: October 03, 2017 Expiration Date:September 30, 2019
License Fee \$15.00
Add. Charges \$0.00
Penalty \$0.00
Total \$15.00

Comments: **COMP CARD #3064 FOR ENGINEERING CONTRACTOR CLASS I**

TOPPINO FRANK (ENG)
P.O. BOX 787

KEY WEST FL 33041

Oper: REMOVAL Type: Of Drawer: 1
Date: 10/03/17 51 Receipt no: 202
2019 30689
OR LIC OCCUPATIONAL RENEWAL \$15.00
Trans number: 311504
OK CHECK 71536 \$20.00
Trans date: 10/03/17 Time: 14:35:26



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name TOPPINO FRANK (ENG) CtlNbr: 0024612
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 18-00030289 COMPETENCY CARD
Issue Date: October 03, 2017 Expiration Date: September 30, 2018
License Fee \$15.00
Add. Charges \$0.00
Penalty \$0.00
Total \$15.00

Comments: **COMP CARD #3064 FOR ENGINEERING CONTRACTOR CLASS I**

TOPPINO FRANK (ENG)
P.O. BOX 787

KEY WEST FL 33041

Oper: KEYWAYB Type: CC Drawer: 1
Date: 10/03/17 61 Receipt no: 252
2018 30089
OR LIC OCCUPATIONAL RENEWAL
Trans number: 815.00
CK CHECK 71636 \$30.00
Trans date: 10/03/17 Time: 14:35:26

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into _____ day of _____, 20____, 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 by the Owner and of the covenants and agreements herein contained, hereby agrees at his 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 18-016, HAWK MISSILE SITE RESTORATION, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____, 20____, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, and GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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 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.

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

In the event the 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 \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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

_____ day of _____, A.D., 20_____.

CITY OF KEY WEST

By: _____

Title: _____

CONTRACTOR

By: _____

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 CITY OF KEY WEST, represented by its _____
_____, hereinafter called the CITY (Obligee), in the sum of:
_____ DOLLARS (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to
the CITY, 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 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 obligation there
under, including the Contract Documents (which include the plans, drawings, specifications, and
conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S
bid as accepted by the CITY, the bid and contract performance and payment bonds, and all addenda,
if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times
and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR 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 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 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

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 corporate 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 CITY OF KEY WEST, represented by its _____

_____, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, 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 _____

attached hereto, with the CITY, dated _____, 20____, to furnish at his 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 obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, 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, 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 is 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

PART 3

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS
CONTENTS

GENERAL CONDITIONS

Article

DEFINITIONS

1. AS APPROVED
2. AS SHOWN, AND AS INDICATED
3. BIDDER
4. CONTRACT DOCUMENTS
5. CONTRACTOR
6. CONTRACT COMPLETION
7. DAYS
8. DRAWINGS
9. ENGINEER
10. NOTICE
11. OR EQUAL
12. OWNER
13. PLANS
14. SPECIFICATIONS
15. NOTICE TO PROCEED
16. SUBSTANTIAL COMPLETION
17. WORK

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS
19. DISCREPANCIES AND OMISSIONS
20. CHANGES IN THE WORK
21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS
22. DOCUMENTS TO BE KEPT ON THE JOBSITE
23. ADDITIONAL CONTRACT DOCUMENTS
24. OWNERSHIP OF CONTRACT DOCUMENTS

THE ENGINEER

25. AUTHORITY OF THE ENGINEER
26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER
27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES
28. REJECTED WORK
29. LINES AND GRADES
30. SUBMITTALS
31. DETAIL DRAWINGS AND INSTRUCTIONS

THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT
32. (a) ASSIGNMENT OF CONTRACT

33. SUBCONTRACTING
34. INSURANCE AND LIABILITY
 - A. GENERAL
 - B. CONTRACTOR AND SUB-CONTRACTOR INSURANCE
 - C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE
 - D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)
 - E. BUILDER'S RISK ALL RISK INSURANCE
 - F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS
35. INDEMNITY
36. EXCLUSION OF CONTRACTOR CLAIMS
37. TAXES AND CHARGES
38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS
39. CODES, ORDINANCES, PERMITS, AND LICENSES
40. SUPERINTENDENCE
41. RECEPTION OF ENGINEER'S COMMUNICATIONS
42. SAFETY
43. PROTECTION OF WORK AND PROPERTY
44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY
45. MATERIALS AND APPLIANCES
46. CONTRACTOR'S AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS
47. SUBSTITUTION OF MATERIALS
48. TESTS, SAMPLES, AND OBSERVATIONS
49. ROYALTIES AND PATENT
50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT
51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK
53. SCHEDULES AND PROGRESS REPORTS
54. PROSECUTION OF THE WORK
55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK
56. OWNER'S RIGHT TO DO WORK
57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT
58. DELAYS AND EXTENSION OF TIME
59. DIFFERING SITE CONDITIONS

Article

- 60. LIQUIDATED DAMAGES
- 61. OTHER CONTRACTS
- 62. USE OF PREMISES
- 63. SUBSTANTIAL COMPLETION DATE
- 64. PERFORMANCE TESTING
- 65. OWNER'S USE OF PORTION OF THE WORK
- 66. CUTTING AND PATCHING
- 67. CLEANING UP

PAYMENT

- 68. CHANGE ORDERS
 - A. UNIT PRICE
 - B. LUMP SUM
 - C. COST REIMBURSEMENT WORK
- 69. PARTIAL PAYMENTS
 - A. GENERAL
 - B. ESTIMATE
 - C. DEDUCTION FROM ESTIMATE
 - D. QUALIFICATIONS FOR PARTIAL PAYMENT
FOR MATERIALS DELIVERED
 - E. PAYMENT
- 70. CLAIMS FOR EXTRA WORK
- 71. RELEASE OF LIENS OR CLAIMS
- 72. FINAL PAYMENT
- 73. NO WAIVER OF RIGHTS
- 74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES
RELEASE

DEFINITIONS

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. AS APPROVED

The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the ENGINEER for conformance with the Contract Document".

2. AS SHOWN, AND AS INDICATED

The words "as shown" and "as Indicated" shall be understood to be followed by the words "on the Drawings".

3. BIDDER

The person or persons, partnership, firm, or corporation submitting a Bid for the work contemplated.

4. CONTRACT DOCUMENTS

The "Contract Documents" consist of the Bidding Requirements, Contract Forms, Conditions of the Contract, Specifications, Drawings, all modifications thereof incorporated into the Documents before their execution, Change Orders, and all other requirements incorporated by specific reference thereto. These form the Contract.

5. CONTRACTOR

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the OWNER.

6. CONTRACT COMPLETION

The "Contract Completion" is the date the OWNER accepts the entire work as being in compliance with the Contract Documents, or formally waives nonconforming work to extent of nonconformity, and issues the final payment in accordance with the requirements set forth in Article, "Final Payment" of these General Conditions.

7. DAYS

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days. Business day or working day means any day other than Saturday, Sunday, or legal holiday.

8. DRAWINGS

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the ENGINEER, which shows the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents, or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The Term "ENGINEER" means ENGINEER or his authorized representative.

10. NOTICE

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communication delivered in person or by registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. OR EQUAL

The term "or equal" shall be understood to indicate that the "equal" product is equivalent to or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the ENGINEER. Such equal products shall not be purchased or installed by the CONTRACTOR without written authorization.

12. OWNER

The person, organization, or public body identified as such in the Contract Documents.

13. PLANS (See Drawings)

14. SPECIFICATIONS

The term "Specifications" refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto. Where standard specifications, such as those of ASTM, AASHTO, etc., have

GENERAL CONDITIONS

Page 34

been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

15. NOTICE TO PROCEED

A written notices given by the OWNER to the CONTRACTOR (with a copy to the ENGINEER) fixing the date on which the Contract time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents. The Notice to Proceed will be given within 30 days following the execution of the Contract by the OWNER.

16. SUBSTANTIAL COMPLETION

“Substantial Completion” shall be that degree of completion of the Project or a defined portion of the Project, as evidenced by the ENGINEER’s written notice of Substantial Completion, sufficient to provide the OWNER, at his discretion, the full-time use of the Project or defined portion of the Project for the purposes for which it was intended. “Substantial Completion” of an operating facility shall be that degree of completion that has provided a minimum of 7 continuous days of successful, trouble-free, operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the ENGINEER. All equipment contained in the work, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended, shall be complete on the substantial completion date.

17. WORK

The word “work” within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, “provide” shall be understood to mean “furnish and install, complete in-place”.

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to describe a functionally complete Project (or part thereof) to be constructed in accordance with

ITB 18-016
HAWK MISSILE SITE RESTORATION

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. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect on the first published date of the Invitation to Bid, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any ENGINEER’s consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of Article LIMITATIONS ON ENGINEER’S RESPONSIBILITIES.

19. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the ENGINEER immediately. The ENGINEER will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- A. CONTRACT
- B. BID
- C. SUPPLEMENTARY CONDITIONS
- D. INVITATION TO BID
- E. INSTRUCTIONS TO BIDDERS
- F. GENERAL CONDITIONS
- G. SPECIFICATIONS
- H. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

20. CHANGES IN THE WORK

The OWNER, without notice to the Sureties and without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the ENGINEER may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the Project, but otherwise, except in an emergency endangering life and property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the OWNER, countersigned by the ENGINEER.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

The CONTRACTOR shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the CONTRACTOR from the obligations of this Contract. No verbal agreement or conversation with any officer, agent, or employee of the OWNER or with the ENGINEER either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

The CONTRACTOR shall keep one copy of the Contract Documents on the job-site, in good order, available to the ENGINEER and to his representatives.

The CONTRACTOR shall maintain on a daily basis at the jobsite, and make available to the ENGINEER on request, one current record set of the Drawings which have been accurately marked to indicate all modifications in the completed work that differ from the design information shown on the Drawings. Upon Substantial completion of the work, the CONTRACTOR shall give the ENGINEER one complete set of these marked up record Drawings.

23. ADDITIONAL CONTRACT DOCUMENTS

Copies of Contract Documents or Drawings may be obtained on request from the ENGINEER and by paying the actual cost of reproducing the Contract Documents or Drawings.

24. OWNERSHIP OF CONTRACT DOCUMENTS

All portions of the Contract Documents, and copies thereof furnished by the ENGINEER are instruments of service for this Project. They are not to be used on other work and are to be returned to the ENGINEER on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the ENGINEER will be at the risk of the user and without liability or legal expense to the ENGINEER. Such user shall hold the ENGINEER harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the ENGINEER to further compensation at rates to be agreed upon by the user and the ENGINEER.

THE ENGINEER

25. AUTHORITY OF THE ENGINEER

The ENGINEER will be the OWNER's representative during the construction period. His authority and responsibility will be limited to the provisions set forth in these Contract Documents. The ENGINEER will have the Authority to reject work that does not conform to the Contract Documents. However, neither the ENGINEER's authority to act under this provision, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any SUBCONTRACTOR, their respective Sureties, any of their agents or employees, or any other person performing any of the work.

26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He will not make comprehensive or continuous review or observation to check quality or quantity of the work, and he will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the ENGINEER shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of

the Contract.

The ENGINEER will make recommendations to the OWNER, in writing, on all claims of the OWNER or the CONTRACTOR arising from interpretation or execution of the Contract Documents. Such recommendations will be of factual and/or technical nature, and will not include the legal interpretation of the Contract Documents. Any necessary legal interpretation of the Contract Document will be made by the OWNER. Such recommendation shall be necessary before the CONTRACTOR can receive additional money under the terms of the Contract. Changes in work ordered by the ENGINEER shall be made in compliance with Article CHANGES IN THE WORK.

One or more project representatives may be assigned to observe the work. It is understood that such project representatives shall have the authority to issue notice of nonconformance and make decisions within the limitations of the authority of the ENGINEER. The CONTRACTOR shall furnish all reasonable assistance required by the ENGINEER or project representatives for proper observation of the work. The above-mentioned project representatives shall not relieve the CONTRACTOR of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any supplier, or of any other person or organization performing or furnishing any of the work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory", or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating

otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

28. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to expiration of the warranty period shall be removed and replaced by work which shall conform to the provisions of the Contract Documents. Any material condemned or rejected shall be removed at once from the project site.

Failure on the part of the ENGINEER to condemn or reject bad or inferior work or to note nonconforming materials or equipment on CONTRACTOR submittals shall not be construed to imply acceptance of such work. The OWNER shall reserve and retain all of its rights and remedies at law against the CONTRACTOR and its Surety for correction of any and all latent defects discovered after the guarantee period.

29. LINES AND GRADES

Lines and grades shall be established as provided in the supplementary conditions. All stakes, marks, and other reference information shall be carefully preserved by the CONTRACTOR, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information shall be replaced at the CONTRACTOR's expense.

30. SUBMITTALS

After checking and verifying all field measurements and after complying with applicable procedures specified in Division I, GENERAL REQUIREMENTS, CONTRACTOR shall submit to ENGINEER, in accordance with the schedule for submittals for review, shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment), which shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submittal. All submittals shall be identified as ENGINEER may require. The data shown shall be complete with respect to quantities, dimensions specified, performance and design criteria, materials, and similar data to enable ENGINEER to review the information. CONTRACTOR shall also submit to ENGINEER for review, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples shall have been checked by and accompanied by a specific written indication that

CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each submittal, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each submittal with other submittals and with the requirements of the work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the submittal may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to ENGINEER for review and approval of each variation.

ENGINEER will review submittals with reasonable promptness, but ENGINEER's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

ENGINEER's review of submittals shall not relieve CONTRACTOR from the responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated therein or accompanying the shop drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions herein.

Where a shop drawing or sample is required by the specifications, any related work performed prior to

ENGINEER's review and approval of the pertinent submission shall be at the sole expense and responsibility of the CONTRACTOR.

31. DETAIL DRAWINGS AND INSTRUCTIONS

The ENGINEER will furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, if, in the ENGINEER's opinion, such are required for the proper execution of the work. All such Drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

The CONTRACTOR shall independently perform all work under this Contract and shall not be considered as an agent of the OWNER or of the ENGINEER, nor shall the CONTRACTOR's SUBCONTRACTOR's or employees be subagents of the OWNER or of the ENGINEER.

32. ASSIGNMENT OF CONTRACT

Assignment of any part or the whole of this Contract shall be subject to review and approval of the City Commission.

33. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within 10 days after the execution of the Contract, the CONTRACTOR shall submit to the ENGINEER the names of all SUBCONTRACTORS proposed for the work, including the names of any SUBCONTRACTORS that were submitted with the Bid. The CONTRACTOR shall not employ any SUBCONTRACTORS to which the OWNER may object to as lacking capability to properly perform work of the type and scope anticipated.

The CONTRACTOR is as fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the OWNER or ENGINEER.

34. INSURANCE AND LIABILITY

A. GENERAL

The CONTRACTOR shall provide (from insurance companies acceptable to the OWNER) the insurance coverage designated hereinafter and pay all costs.

Before commencing work under this Contract, the CONTRACTOR shall furnish the OWNER with certificates of insurance specified herein showing the type, amount class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

“The insurance covered by this certificate shall not be canceled or materially altered, except after 30 days’ written notice has been received by the OWNER.”

In case of the breach of any provision of this Article, the OWNER, at his option, may take out and maintain, at the expense of the CONTRACTOR, such insurance as the OWNER may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the CONTRACTOR under this Contract.

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder.

C. COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

The CONTRACTOR shall maintain during the life of this Contract the statutory amount of Workmen's Compensation Insurance, in addition, Employer's Liability Insurance in an amount as specified in the Supplementary Conditions, for each occurrence, for all of his employees to be engaged in work on the project under this Contract. In case any such work is subcontracted, the Contractor shall require the Subcontractor to provide similar Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work.

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The CONTRACTOR shall maintain during the life of this Contract such general liability, completed operations and

products liability, and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the CONTRACTOR under Article **INDEMNITY**. Coverage for property damage shall be on a “broad form” basis with no exclusions for “X, C & U”. The amount of insurance to be provided shall be as specified in the Supplementary Conditions.

In the event any work under this Contract is performed by a SUBCONTRACTOR, the CONTRACTOR shall be responsible for any liability directly or indirectly arising out of the work performed by the SUBCONTRACTOR, to the extent such liability is not covered by the SUBCONTRACTOR’s insurance.

The OWNER and ENGINEER, their officers, agents, and employees shall be named as Additional Insured’s on the CONTRACTOR’s and any SUBCONTRACTOR’s general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

E. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the CONTRACTOR shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance coverage in an amount equal to the full value of the facilities/ work performed under this Contract/ construction. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the results of faulty workmanship or design, and all other normally covered risks, and shall provide for losses to be paid to the CONTRACTOR, OWNER, and ENGINEER as their interests may appear.

The OWNER and ENGINEER, their officers, agents, and employees shall be named as additional insured’s on the CONTRACTOR’s and any SUBCONTRACTOR’s Builders Risk All Risk insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the ENGINEER, the OWNER, the CONTRACTOR, and their respective officers, agents, employees and SUBCONTRACTORS.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal

liability upon any public official.

35. INDEMNITY

To the maximum extent permitted by law, the Contractor shall indemnify and defend the Owner and the Engineer, and their officers, employees, agents, and sub-consultants, from all claims and losses, including attorney's fees and litigation costs arising out of property losses or health, safety, personal injury, or death claims by the Contractor, its subcontractors of any tier, and their employees, agents, or invitees regardless of the fault, breach of Contract, or negligence of the Owner or Engineer, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the Owner or the Engineer and regardless of whether or not the Contractor is or can be named a party in a litigation.

36. EXCLUSION OF CONTRACTOR CLAIMS

In performing its obligations, the ENGINEER and its consultants may cause expense for the CONTRACTOR or its SUBCONTRACTORS and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the ENGINEER, its officers, employees, agents, and consultants for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed.

37. TAXES AND CHARGES

The CONTRACTOR shall withhold and pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their provisions throughout the performance of the Contract.

39. CODES, ORDINANCES, PERMITS AND LICENSES

The CONTRACTOR shall keep himself fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The

ITB 18-016

HAWK MISSILE SITE RESTORATION

CONTRACTOR shall at all times comply with said codes and ordinances, laws, and regulations, and protect and indemnify the OWNER, the ENGINEER and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the CONTRACTOR, unless otherwise specified.

40. SUPERINTENDENCE

The CONTRACTOR shall keep at the project site, competent supervisory personnel. The CONTRACTOR shall designate, in writing, before starting work, a project superintendent who shall be an employee of the CONTRACTOR and shall have complete authority to represent and to act for the CONTRACTOR. ENGINEER shall be notified in writing prior to any change in superintendent assignment. The CONTRACTOR shall give efficient supervision to the work, using his best skill and attention. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under the Contract. It is specifically understood and agreed that the ENGINEER, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, procedures, or for providing adequate safety precautions in connection with the work under Contract.

41. RECEPTION OF ENGINEER'S COMMUNICATIONS

The superintendent shall receive for the CONTRACTOR all communications from the ENGINEER. Communications of major importance will be confirmed in writing upon request from the CONTRACTOR.

The ENGINEER may schedule project meetings for the purposes of discussing and resolving matters concerning the various elements of the work. Time and place for these meetings and the names of persons required to be present shall be as determined by the ENGINEER. CONTRACTOR shall comply with these attendance requirements and shall also require his SUBCONTRACTORS to comply.

42. SAFETY

The CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

GENERAL CONDITIONS

Page 40

Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The CONTRACTOR's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The CONTRACTOR shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the ENGINEER to conduct construction review of the work does not include review or approval of the adequacy of the CONTRACTOR's safety program, safety supervisor, or any safety measures taken in, on, or near the construction site.

The CONTRACTOR, as a part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the ENGINEER and the OWNER. In addition, the CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.

43. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall at all times safely guard and protect from damage the OWNER's property, adjacent property, and his own work from injury or loss in connection with this Contract. All facilities required for protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained.

The CONTRACTOR shall protect his work and materials from damage due to the nature of the work, the elements,

carelessness of other CONTRACTORS, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the CONTRACTOR.

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury of property, and/or safety of life, the CONTRACTOR shall act, without previous instructions from the OWNER or ENGINEER, as the situation may warrant. The CONTRACTOR shall notify the ENGINEER thereof immediately thereafter. Any claim for compensation by the CONTRACTOR, together with substantiating documents in regard to expense, shall be submitted to the OWNER through the ENGINEER and the amount of compensation shall be determined by agreement.

45. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, heat, light, fuel, power, transportation, construction equipment and machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the Project, the OWNER and ENGINEER assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

**46. CONTRACTORS' AND MANUFACTURERS'
COMPLIANCE WITH STATE SAFETY, OSHA,
AND OTHER CODE REQUIREMENTS**

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed (including OWNER-furnished equipment) in compliance with these requirements. CONTRACTORS and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. CONTRACTORS shall notify all equipment suppliers and SUBCONTRACTORS of the provisions of this Article.

47. SUBSTITUTION OF MATERIALS

Except for OWNER-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The CONTRACTOR may, in such cases, submit complete data to the ENGINEER for consideration of another material, type, or process that shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The ENGINEER will be the sole judge of the substituted article or material.

48. TESTS, SAMPLES, AND OBSERVATIONS

The CONTRACTOR shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the ENGINEER. When required, the CONTRACTOR shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The OWNER, ENGINEER, and authorized government agents, and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress, and the CONTRACTOR shall provide facilities for such access and for observations, including maintenance of temporary and permanent access.

ITB 18-016
HAWK MISSILE SITE RESTORATION

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the CONTRACTOR shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the ENGINEER, it shall, if required by the ENGINEER, be uncovered for examination at the CONTRACTOR's expense.

Reexamination of questioned work may be ordered by the ENGINEER, and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the OWNER will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the CONTRACTOR shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the CONTRACTOR.

49. ROYALTIES AND PATENTS

The CONTRACTOR shall pay all royalty and licenses fees, unless otherwise specified. The CONTRACTOR shall defend all suits or claims for infringement of any patent rights and shall save the OWNER and the ENGINEER harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

**50. CONTRACTOR'S RIGHT TO
TERMINATE CONTRACT**

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the CONTRACTOR, its SUBCONTRACTORS, or respective employees or if the ENGINEER should fail to make recommendation for payment to the OWNER or return payment request to CONTRACTOR for revision within 30 days after it is due, or if the OWNER should fail to pay the CONTRACTOR within 30 days after time specified in Article PARTIAL PAYMENTS, any sum recommended by the ENGINEER, then the CONTRACTOR may, upon 15 days' written notice to the OWNER and the ENGINEER, stop work or terminate this Contract and recover from the OWNER payment for all acceptable work performed and reasonable termination expenses, unless said default has been remedied.

51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

The CONTRACTOR hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work or within 2 years after the date of substantial completion established by the ENGINEER for specified items of equipment, or within such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

The CONTRACTOR further assumes responsibility for a similar guarantee for all work and materials provided by SUBCONTRACTORS or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article SUBSTANTIAL COMPLETION, AND Article SUBSTANTIAL COMPLETION DATE, in these General Conditions.

The CONTRACTOR also agrees to hold the OWNER and the ENGINEER harmless from liability of any kind arising from damage due to said defects. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order for same from the OWNER. If the CONTRACTOR fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the OWNER may have the defective work corrected or the rejected work removed and replaced, and the CONTRACTOR and his Surety shall be liable for the cost thereof.

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

Following execution of the Contract, the CONTRACTOR shall meet with the OWNER and ENGINEER relative to his arrangements for prosecuting the work.

53. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the CONTRACTOR shall
ITB 18-016
HAWK MISSILE SITE RESTORATION

prepare and submit to the ENGINEER, a progress schedule showing the dates on which each part or division of the work is expected to be started and finished, and a preliminary schedule for submittals. The progress schedule for submittals shall be brought up to date and submitted to the ENGINEER at the end of each month or at such other times the ENGINEER may request.

The CONTRACTOR shall forward to the ENGINEER, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These progress reports shall indicate the date of the purchase order, the current percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the submitted progress schedule, the CONTRACTOR shall submit in writing a plan acceptable to the OWNER and ENGINEER for bringing the work up to schedule.

The OWNER shall have the right to withhold progress payments for the work if the CONTRACTOR fails to update and submit the progress schedule and reports as specified.

54. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the Project as may be required, to complete the Project as contemplated in the Contract Documents and the progress schedule.

If the CONTRACTOR desires to carry on work at night or outside the regular hours, he shall give timely notice to the ENGINEER to allow satisfactory arrangements to be made for observing the work in progress.

55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work completed under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the OWNER shall have the right and authority to retain such work but will make such deductions in the final payment therefore as may be just and reasonable.

56. OWNER'S RIGHT TO DO WORK

Should the CONTRACTOR neglect to prosecute the work in conformance with the Contract Documents or neglect or refuse at his own cost to remove and replace work rejected by the ENGINEER, then the OWNER may notify the Surety of the condition, and after 10 days' written notice to the CONTRACTOR and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the OWNER may have under Contract, or otherwise, take over that portion of the work which has been improperly or non-timely executed, and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the CONTRACTOR.

57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

If the CONTRACTOR should abandon the work or if he should persistently or repeatedly refuse or should fail to make prompt payment to SUBCONTRACTORS for material or labor, or to persistently disregard laws, ordinances, or to prosecute the work in conformance with the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the OWNER may, without prejudice to any other right or remedy, and after giving the CONTRACTOR and Surety 10 days' written notice, transfer the employment for said work from the CONTRACTOR to the Surety. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ by Contract or otherwise, any qualified person or persons to finish the work and provide the materials therefore, in accordance with the Contract Documents, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.

If, after the furnishing of said written notice to the Surety, the CONTRACTOR and the Surety still fail to make reasonable progress on the performance of the work, the OWNER may terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient and charge the cost thereof to the CONTRACTOR and the Surety. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed

such unpaid balance, the CONTRACTOR and the Surety shall pay the difference to the OWNER.

58. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR is delayed in the progress of the work by any act or neglect of the OWNER or the ENGINEER, or by any separate CONTRACTOR employed by the OWNER, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the CONTRACTOR, within 48 hours of the start of the occurrence, gives written notice to the OWNER of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the CONTRACTOR gives written notice to the OWNER of any actual time extension requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the ENGINEER determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time.

No extension of time will be granted to the CONTRACTOR for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract. No extension of time will be considered for weather conditions reasonably anticipated for the area in which the work is being performed. Reasonably anticipated weather conditions will be based on official records of monthly precipitation and other historical data. Adverse weather conditions, if determined to be of a severity that would impact progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the CONTRACTOR or his SUBCONTRACTORS, including OWNER-selected equipment shall not be considered as a just cause for delay, unless the OWNER determines that for good cause the delay is beyond the control of the CONTRACTOR. The CONTRACTOR shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

59. DIFFERING SITE CONDITIONS

The CONTRACTOR shall promptly, and before the conditions are disturbed, give a written notice to the OWNER and ENGINEER of:

- A. Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract,
- B. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The ENGINEER will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performing any part of the work under this Contract, whether or not changed as a result of the conditions, and equitable adjustment shall be made under this Article and the Contract modified in writing accordingly.

No request by the CONTRACTOR for an equitable adjustment to the Contract under this Article will be allowed, unless the CONTRACTOR has given the written notice required; provided that the time prescribed above for giving written notice may be extended by the OWNER.

No request by the CONTRACTOR for an equitable adjustment to the Contract for differing site conditions will be allowed if made after final payment under this Contract.

60. LIQUIDATED DAMAGES

Should the CONTRACTOR fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the CONTRACTOR shall reimburse the OWNER for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per-diem rate, as stipulated in the Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the OWNER after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due

the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

61. OTHER CONTRACTS

The OWNER reserves the right to let other Contracts in connection with the work. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the work under this Contract depends for proper execution or results upon the work of any other CONTRACTOR, utility service company or OWNER, the CONTRACTOR shall inspect and promptly report to the ENGINEER in writing any patent or apparent defects to deficiencies in such work that render it unsuitable for such proper execution and results. The CONTRACTOR's failure to so report shall constitute and acceptance of the work by others as being fit and proper for integration with work under this Contract, except for latent or non-apparent defects and deficiencies in the work.

62. USE OF PREMISES

The CONTRACTOR shall confine his equipment, the storage of materials and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the ENGINEER, and shall not unreasonably encumber the premises with his materials. The CONTRACTOR shall provide, at his own expense, the necessary rights-of-way and access to the work, which may be required outside the limits of the OWNER's property and shall furnish the ENGINEER copies of permits and agreements for use of the property outside that provided by the OWNER.

The CONTRACTOR shall not load nor permit any part of the structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

63. SUBSTANTIAL COMPLETION DATE

The ENGINEER may issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the OWNER will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the CONTRACTOR from completing the remaining work within the specified time and in full compliance with the Contract Documents. See SUBSTANTIAL COMPLETION under

DEFINITIONS of these General Conditions.

64. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the ENGINEER to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the ENGINEER. Schedule such testing with the ENGINEER at least one week in advance of the planned date for testing.

65. OWNER'S USE OF PORTIONS OF THE WORK

Following issuance of the written notice of Substantial Completion, the OWNER may initiate operation of the facility. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the OWNER.

66. CUTTING AND PATCHING

The CONTRACTOR shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other CONTRACTORS shown upon or reasonably implied by the Drawings.

67. CLEANING UP

The CONTRACTOR shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the CONTRACTOR shall remove all temporary structures, rubbish, and waste materials resulting from his operations.

PAYMENT

68. PAYMENT FOR CHANGE ORDERS

The OWNER's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such a request justify any delay in existing work. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and profit. OWNER may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

ITB 18-016
HAWK MISSILE SITE RESTORATION

Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the CONTRACTOR for the work or alteration defined in the Change Order. By signing the Change Order, the CONTRACTOR acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay, or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject Change Order.

At the OWNER's option, payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below, as applicable:

A. UNIT PRICES

Those unit prices stipulated in the Bid shall be utilized where they are applicable. In the event the Change Order results in a change in the original quantity that is materially and significantly different from the original bid quantity, a new unit price shall be negotiated upon demand of either party. Unit prices for new items included in the Change Order shall be negotiated and mutually agreed upon.

B. LUMP SUM

A total lump sum for the work negotiated and mutually acceptable to the CONTRACTOR and the OWNER.

Lump sum quotations for modifications to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and profit, all calculated as specified under "C" below.

C. COST REIMBURSEMENT WORK

The term "cost reimbursement" shall be understood to mean that payment for the work will be made on a time and expense basis, that is, on an accounting of the CONTRACTOR's forces, materials, equipment, and other items of cost as required and used to do the work.

If the method of payment cannot be agreed upon prior to the beginning of the work, and the OWNER directs by written Change Order that the work be done on a cost reimbursement basis, then the CONTRACTOR shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a

reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the OWNER.
2. Material delivered and used on the designated work, including sales tax, if paid by the CONTRACTOR or his SUBCONTRACTOR.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.

Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

4. Additional bond, as required and approved by the OWNER.
5. Additional insurance (other than labor insurance) as required and approved by the OWNER.

In addition to items 1 through 5 above, an added fixed fee for general overhead and profit shall be negotiated and allowed for the CONTRACTOR (or approved SUBCONTRACTOR) actually executing the Cost Reimbursement work.

An additional fixed fee shall be negotiated and allowed the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by a SUBCONTRACTOR of a SUBCONTRACTOR, unless by written permission from the OWNER.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The CONTRACTOR's records shall make clear distinction between the direct costs of work paid for on a cost reimbursement basis and the costs of other work. The CONTRACTOR shall furnish the ENGINEER report sheets in duplicate of each day's cost reimbursement work no later than the working day following the performance of said work. The

daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, SUBCONTRACTOR or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the CONTRACTOR or his authorized agent.

The OWNER reserves the right to furnish such materials and equipment as he deems expedient and the CONTRACTOR shall have no claim for profit or added fees on the cost of such materials and equipment. To receive partial payments and final payment for cost reimbursement work, the CONTRACTOR shall submit to the ENGINEER, detailed and complete documented verification of the CONTRACTOR's and any of his SUBCONTRACTORS' actual costs involved in the cost reimbursement work. Such costs shall be submitted within 30 days after said work has been performed.

69. PARTIAL PAYMENTS

A. GENERAL

Nothing in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the OWNER and acceptance by the CONTRACTOR of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as a basis for computing the amounts of the partial payments.

B. ESTIMATE

At least 30 days before each progress payment falls due, as specified in the Supplementary Conditions, the CONTRACTOR shall submit to the ENGINEER a detailed estimate of the amount earned during the preceding month for the separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents,

and the value of approved materials delivered to the project site suitable stored and protected prior to incorporation into the work.

ENGINEER will, within 7 days after receipt of each request for payment, either indicate in writing a recommendation of payment and present the request to OWNER, or return the request to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may, within 7 days, make the necessary corrections and resubmit the request.

ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such an extent as may be necessary in ENGINEER's opinion to protect the OWNER from loss because:

1. The work is defective, or completed work has been damaged requiring correction or replacement;
2. Written claims have been made against OWNER or Liens have been filed in connection with the work;
3. The Contract Price has been reduced because of Change Orders;
4. OWNER has been required to correct defective work or complete the work in accordance with Article OWNER'S RIGHT TO DO WORK;
5. Of CONTRACTOR's unsatisfactory prosecution of the work in accordance with the Contract Documents; or
6. CONTRACTOR's failure to make payment to SUBCONTRACTORS or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

Unless modified in the Supplementary Conditions, deductions from the estimate will be as described below:

1. The OWNER will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the

jobsite but not incorporated into the work. When the work is 50 percent complete, the OWNER may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the CONTRACTOR is making satisfactory progress and there is no specific cause for a greater retainage. The OWNER may reinstate the retainage up to 10 percent if the OWNER determines, at his discretion, that the CONTRACTOR is not making satisfactory progress or where there is other specific cause for such withholding.

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below:

1. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than \$200 for any one item.
2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the CONTRACTOR to include a list of such materials on the Partial Payment Request. At his sole discretion, the ENGINEER may approve items for which partial payment is to be made. Partial payment shall be based on the CONTRACTOR's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and protection shall be provided by the CONTRACTOR, and as approved by the ENGINEER. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.
3. CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
4. If requested by the ENGINEER, the CONTRACTOR shall provide, with subsequent pay requests, invoices received by the supplier showing payment in full has

been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the CONTRACTOR from the amount earned, the amount due will be made payable to the CONTRACTOR. Recommendations for payment received by the OWNER less than 9 days prior to the scheduled day for payment will not be processed or paid until the following month.

70. CLAIMS FOR EXTRA WORK

In any case where the CONTRACTOR deems additional time or compensation will become due him under this Contract for circumstances other than those defined in Article DELAYS AND EXTENSION OF TIME, the CONTRACTOR shall notify the ENGINEER, in writing, of his intention to make claim for such time or compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. If such notification is not given or if the ENGINEER is not afforded proper facilities by the CONTRACTOR for keeping strict account of actual cost, then the CONTRACTOR hereby agrees to waive the claim for such additional time or compensation. Such notice by the CONTRACTOR, and fact that the ENGINEER has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

No extension of time will be granted to the CONTRACTOR for delays resulting from extra work that have no measurable impact on the completion of the total Work under this Contract. Claims for additional time or compensation shall be made in itemized detail and submitted, in writing, to the OWNER and ENGINEER within 10 days following completion of that portion of the work for which the CONTRACTOR bases his claim. Failure to make the claim for additional compensation in the manner and within the time specified above shall constitute waiver of that claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article PAYMENT FOR CHANGE ORDERS.

71. RELEASE OF LIENS OR CLAIMS

The CONTRACTOR shall indemnify and hold harmless the OWNER from all claims for labor and materials furnished under this Contract. Prior to the final payment, the CONTRACTOR shall furnish to the OWNER, as part of his final payment request, a certification that all of the CONTRACTOR's obligations on the Project have been

satisfied and that all monetary claims and indebtedness have been paid. The CONTRACTOR shall furnish complete and legal effective releases or waivers, satisfactory to the OWNER, of all liens arising out of or filed in connection with the work.

72. FINAL PAYMENT

Upon completion of all the work under this Contract, the CONTRACTOR shall notify the ENGINEER, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the ENGINEER will inspect and, if acceptable, submit to the OWNER his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the CONTRACTOR. Upon approval of this final estimate by the OWNER and compliance by the CONTRACTOR with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the OWNER shall pay to the CONTRACTOR all monies due him under the provisions of these Contract Documents.

73. NO WAIVER OF RIGHTS

Neither the inspection by the OWNER, through the ENGINEER or any of his employees, nor any order by the OWNER for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the OWNER or ENGINEER, nor any extension of time, nor any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the OWNER's rights under the warranty.

**74. ACCEPTANCE OF FINAL PAYMENT
CONSTITUTES RELEASE**

The acceptance by the CONTRACTOR of the final payment shall release the OWNER and the ENGINEER, as representatives of the OWNER, from all claims and all liability to the CONTRACTOR for all things done or furnished in connection with the work, and every act of the OWNER and others relating to or arising out of the work except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds and warranties, as herein provided.

SUPPLEMENTARY CONDITIONS

REVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Delete Article "ENGINEER" in its entirety and substitute the following:

The person or organization identified as such in the Contract Documents. The term "ENGINEER" means authorized OWNER's representative.

ARTICLE 32 "CONTRACTOR, AN INDEPENDENT AGENT"

Add the following:

A. ASSIGNMENT OF CONTRACT

Assignment of any part or the whole of this Contract shall be subject to review and approval by the City Commission.

ARTICLE 34 "INSURANCE AND LIABILITY"

Delete Articles 34 A, B, C, D, and E. Substitute the following:

Contractor shall maintain limits no less than those stated below:

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Business Auto Liability	\$300,000	Combined Single Limit
Business General Liability	\$300,000	Aggregate (Per Project)
	\$300,000	Products Aggregate
	\$300,000	Any One Occurrence
	\$300,000	Personal Injury
	\$300,000	Fire Damage/Legal
Workers Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the above noted minimum limits of coverage.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

Add the following Article:

G. SURETY AND INSURER QUALIFICATIONS

All 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 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. The City of Key West shall be named as Additional Insured on the insurance certificates.

ARTICLE 35 "INDEMNITY"

Delete Article "INDEMNITY" in its entirety and substitute the following:

INDEMNITY

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

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

ARTICLE 39 "CODES, ORDINANCES, PERMITS, AND LICENSES"

Add the following:

A. NOISE ORDINANCE

City of Key West has a noise ordinance that allows working hours between 8:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m., on Saturday. No work should be performed on Sunday, or during state and national holidays. Any construction outside these hours and days will require a variance from the City of Key West Commission.

B. LICENSES

Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable state, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents.

ARTICLE 40 "SUPERINTENDENCE"

Add the following sub article:

The CONTRACTOR shall keep at the project site, competent supervisory personnel, able to read, write and speak English to effectively communicate with City staff.

ARTICLE 42 "SAFETY"

Add the following sub article:

OCCUPATIONAL SAFETY AND HEALTH

The Contractor shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract.

ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

HISTORIC PRESERVATION

The Contractor shall comply with Florida's Archives and Historic Act (Florida Statutes, Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the project.

ARTICLE 57 "OWNERS RIGHT TO TRANSFER EMPLOYMENT"

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- A. Owner shall have the right to terminate this Contract without cause by written notice of Termination to the Contractor. In the event of such termination for convenience, the Contractor's recovery against the Owner shall be limited to that portion of the Contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred. Contractor shall not be entitled to any other or further recovery against the Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- B. Owner shall have the right to suspend all or any portions of the Work upon giving the Contractor prior written notice of such suspension. If all or any portion of the Work is so suspended, the Contractor shall be entitled to reasonable costs, expenses and time extension associated with the suspension.

ARTICLE 60 "LIQUIDATED DAMAGES"

Delete Article "LIQUIDATED DAMAGES" in its entirety and substitute the following:

LIQUIDATED DAMAGES

Should the Contractor fail to complete the work or any part thereof in the time agreed upon in the Contractor Documents or within such extra time as may have been allowed for delays by extensions granted, as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day that project outlined in Contract Documents remains uncompleted after the completion date. Liquidated damages shall be assessed. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate as stipulated in the Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty but as liquidated damages, which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due or that may become due the Contractor or the amount of such damages shall be due and collectible from the Contractor.

ARTICLE 68 "PAYMENT"

Sub-Article C. "COST REIMBURSEMENT WORK"

Delete the third and fourth paragraph in its entirety and substitute the following:

In addition to 1 through 5 above, an added fixed fee of 15 percent for general overhead and profit shall be allowed for the CONTRACTOR (or approved SUBCONTRACTOR) executing the Cost Reimbursement work.

An additional fixed fee of five percent will be allowed the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by the SUBCONTRACTOR of a SUBCONTRACTOR.

ARTICLE 69 "PARTIAL PAYMENTS"

Delete the first paragraph of Sub-Article B. "ESTIMATE" and substitute the following:

No more than once each month the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work and request payment. As used in this Article the words "amount earned" means the value, on the date of the estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

Sub-Article C "DEDUCTION FROM ESTIMATE"

Delete third sentence in its entirety and substitute the following:

1. When the work is 90 percent complete, the Owner may reduce the retainage to five percent of the dollar value of all work satisfactorily completed to date, provided the Contractor is making satisfactory progress and there is no specific cause for greater retainage.

Delete Sub-Article E "PAYMENT" in its entirety and substitute the following:

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

ARTICLE 72 "FINAL PAYMENT"

Delete Article "FINAL PAYMENT" in its entirety and substitute the following:

FINAL PAYMENT

Upon completion of the work the Contractor shall notify the Engineer, in writing, that he has completed it and shall request final payment. The Contractor shall be responsible for keeping an accurate and detailed record of his actual construction. Upon completion of construction and before final acceptance and payment the Contractor shall furnish the Engineer record drawings of his construction. Upon receipt of a request for final payment and the record drawings the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

A. Acceptance and Final Payment

Whenever the Contractor has completely performed the work provided for under the Contract, and the Engineer has performed a final inspection and made final acceptance, subject to the terms, the Engineer will prepare a final estimate showing the value of the work, as soon as the Engineer makes the necessary measurement and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The Owner will pay the estimate, less any sums that the Owner may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (4) below.

1. The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the Owner, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, accepted the balance due or refunded the overpayment, as determined by the Owner, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the Owner. To receive payment based on a FINAL PAYMENT CERTIFICATE, the Contractor further agrees, by submitting a FINAL PAYMENT CERTIFICATE that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original FINAL PAYMENT CERTIFICATE, and that he will commence with any such arbitration claim or suit within 15 calendar days from and after the time of final payment of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any acceptance letter executed.
2. The Contractor has properly maintained the project, as specified hereinbefore.
3. The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with the work performed under the Contract, and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with any employee of the Owner in the performance of the Contract.
4. Final payment will not be released until the City receives certified as-built drawings in AutoCAD and Adobe format, as well as in the following standard formats:

As-Built Drawing Standards

All supplied data collections, as-builts, drawings and files to be compatible with Esri ArcGIS 10.2.2 Software. The current computing environment consists of Microsoft SQL Server – Windows 7/Server 2008 – Esri GIS Platform.

Interfaces and Integrations

The City of Key West uses a number of software applications critical to its core operation and mission. Proposed mobile asset data collection solution will need to interface or integrate with these existing platforms. Arc Collector – ArcGIS Online – ArcMap 10.2.