

RESOLUTION NO. 10-339

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID OF CHARLEY TOPPINO & SONS, INC., FOR THE CONSTRUCTION OF ATLANTIC BOULEVARD ENHANCEMENTS (PROJECT GN-0710) IN AN AMOUNT NOT TO EXCEED \$498,839.13; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 08-191, the City approved a Florida Department of Transportation Local Agency Program Agreement (LAP) #FM NO. 421380-1 for the construction of Atlantic Boulevard Enhancements; and

WHEREAS, staff reviewed the bids received in response to Project No. GN-0710, and recommended acceptance of the lowest responsive bid, submitted by Charley Toppino & Sons, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of Charley Toppino & Sons, Inc. in an amount not to exceed \$498,839.13 is hereby awarded and the City Manager is authorized to enter into an agreement in conformity with the LAP agreement and bid documents with the advice and consent of the city attorney.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 16 day of November, 2010.

Authenticated by the presiding officer and Clerk of the Commission on November 17, 2010.

Filed with the Clerk November 17, 2010.

  
CRAIG CATES, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

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## EXECUTIVE SUMMARY

**TO:** Jim Scholl, City Manager  
E. David Fernandez, Asst. City Manager

**FROM:** Janet Muccino, Project Manger  
Doug Bradshaw, Senior Project Manager

**DATE:** October 21, 2010

**SUBJECT:** Awarding the bid for the Atlantic Boulevard Enhancements to Charley Toppino & Sons in the amount of \$498,839.13

### ACTION STATEMENT:

This resolution will approve awarding the low bid of \$498,839.13 from Charley Toppino & Sons, Inc. (CTS) upon notice of concurrence of Intent to Award by the Florida Department of Transportation (FDOT) for partial road and bike path repair, improved drainage and sidewalk installation on Atlantic Blvd. The bid includes a \$35,000.00 contingency allowance and an Additive / Alternate for a seepage trench in the amount of \$8,725.

### BACKGROUND:

The three bids for this project were opened on October 20, 2010. CTS was the low bidder at \$498,839.13, D.N. Higgins bid \$728,000 and Wright Construction bid \$722,480.14. Charley Toppino & Sons bid was within the engineer's estimate of \$503,000 and the grant construction amount of \$571,201. Unit prices for three line items appear to have contributed to the over \$200,000 between the low bid and the other two higher bids. The line items are # 20 FDOT requirements; General & Supplementary Conditions, Quality Control & Florida Trench Act, item # 110-1 Clearing & Grubbing and item # 160-4 Stabilization Type B (see attached spreadsheet).

The construction for this project will be reimbursed up to \$571,201 through an FDOT Local Area Program (LAP) grant. Currently, a LAP Agreement is in place for this project with design funds of \$85,000, construction funds of \$571,201 and Construction Engineering and Inspection (CEI) of \$63,720 for a total grant amount of \$719,921 (no City match required).

*Key to the Caribbean - Average yearly temperature 77° F.*

**PURPOSE & JUSTIFICATION:**

The new sidewalk to be installed on the north side of Atlantic Blvd. will alleviate congestion on the existing bike path on the south side and provide a safer route for those on foot. Also the asphalt repairs to the bike path and the roadway will provide a safer route for bicyclists and drivers. The project will involve removing asphalt and milling, paving, sidewalk installation and drainage improvements. Although this project will impact the residents as well as citizen and tourists on Atlantic Blvd. the project manager for this project will be responsible to insure measures will be taken to minimize the impacts whenever possible.

**OPTIONS:**

- Approve the award of the low bid to Charley Toppino & Sons to construct the Atlantic Blvd. Enhancements. This will allow the City to provide roadway and sidewalk improvements utilizing a 100% reimbursable grant.
- Reject all bids received on October 20, 2010 and rebid the project.

**FINANCIAL IMPACT:**

The Atlantic Blvd. project GN 0710 is fully funded from account 102-4104-541-6300 and will be 100% reimbursed by FDOT.

**RECOMMENDATION:**

Staff recommends the City Commission approve the award of the low bid from Charley Toppino & Sons in the amount of \$498,839.13, upon notice of concurrence of Intent to Award by the Florida Department of Transportation for Atlantic Blvd. Enhancements.

Atlantic Blvd. Enhancements  
Bid Sheet

Line #	Line Item	Qty	Unit	Charley, Toppino & Sons	DN Higgins	Wright Construction	Corradino estimate
				Unit Price	Extended Total	Unit Price	Extended Total
10	Permanence/Payment Bond	1	LS	\$ 3,400.00	\$ 3,400.00	\$ 3,400.00	\$ 3,400.00
20	FDOT grant req. contract conditions Fla trench	1	LS	6,250.00	6,250.00	6,250.00	6,250.00
101-1	Mobilization	1	LS	40,637.50	40,637.50	60,300.00	48,489.77
102-1	MOT	1	LS	34,762.50	34,762.50	7,200.00	32,313.18
104-10-3	Sediment Barrier	583	LF	2.50	1,457.50	1.95	1,107.70
104-10-3	Inlet Protection System	6	EA	125.00	750.00	160.00	960.00
104-10-3	Cleaning & Shrubbing	1	EA	8,135.00	8,135.00	50,000.00	37,313.18
120-72	Gravel (1/2" - 3/4" stone)	247	TN	95.59	23,610.73	109.00	26,923.00
150-4	Stabilization Type B	3282	TON	1.00	3,282.00	11.50	37,743.00
285-701	Optional base Group 1	1293	SY	21.60	27,928.80	21.25	27,476.25
327-70-1	Mill existing asphalt	519	SY	13.50	7,006.50	12.00	6,228.00
334-1-13	Type SF Asphalt Concrete (traffic level C)	190	TN	188.00	35,740.00	220.00	41,800.00
337-1-32	Asphaltic Concrete Friction Course FC-9.5 (rubber)	74	TN	228.00	16,872.00	430.00	31,820.00
425-1-201	Inlet Type P-9	1	EA	2,500.00	2,500.00	7,120.00	4,700.00
425-4	Inlet Adjustment	1	EA	1,000.00	1,000.00	4,425.00	1,000.00
425-5-1	Adjusting clean outs/manholes	25	EA	500.00	12,500.00	875.00	21,875.00
425-5	Adjusting valve boxes/water meters	24	EA	367.50	8,820.00	700.00	16,800.00
52-1-10	Concrete Curb & Gutter Type F	416	LF	25.00	10,400.00	34.50	14,352.00
520-2-4	Concrete Curb Type D	1979	LF	22.41	44,349.39	32.00	63,328.00
522-1	Concrete Sidewalk (4')	1005	SY	51.48	51,747.45	58.00	58,290.00
522-2	Concrete Sidewalk (6')	545	SY	50.32	27,424.40	67.00	36,515.00
570-1-2	Performance Turf	1460	SY	5.83	8,511.90	2.70	3,942.00
700-20-11	Single Post Sign (less than 12 SF)	2	AS	420.00	840.00	232.00	464.00
700-20-40	Single Sign Post (reluctant)	45	AS	354.00	15,930.00	29.00	1,305.00
705-1-1-1	Inular Delimiters	155	EA	168.00	26,040.00	87.00	13,485.00
709-3	Reflective pavement Markers	187	EA	8.40	1,570.80	4.10	768.70
711-11-111	Thermoplastic Solid Traffic Stripe (6" White)	1,085	NM	5,880.00	6,372.00	3,825.00	4,150.13
711-11-122	Thermoplastic Solid Traffic Stripe (8" White)	232	LF	1.80	417.60	1.00	232.00
711-11-123	Thermoplastic Solid Traffic Stripe (12" White)	566	LF	2.70	1,528.20	1.60	889.60
711-11-124	Thermoplastic Solid Traffic Stripe (18" White)	97	LF	18.00	1,746.00	2.25	218.25
711-11-125	Thermoplastic Solid Traffic Stripe (24" White)	180	LF	7.20	1,296.00	3.20	576.00
711-11-126	Pavement Message	5	EA	270.00	1,350.00	97.00	522.00
711-11-211	Thermoplastic Solid Traffic Stripe (6" yellow)	0.741	NM	5,880.00	4,357.08	3,825.00	2,834.33
711-11-231	Thermoplastic Strip Traffic Stripe (6" White)	0.254	GM	1,800.00	457.20	985.00	250.19
A-1	Allowance	1	LS	35,000.00	35,000.00	35,000.00	35,000.00
440-1-60	Asphalt Installation	100	LF	87.25	8,725.00	93.00	9,300.00
	All extended unit price items:			\$ 489,639.13	\$ 728,000.00	\$ 722,480.14	\$ 503,075.17

**CONTRACT**

This Contract, made and entered into this 15 day of December 2010,  
by and between the City of Key West, hereinafter called the "Owner", and \_\_\_\_\_  
Charley Toppino & Sons, Inc

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 ATLANTIC BOULEVARD ENHANCEMENTS (WHITE STREET TO BERTHA STREET) GN 0710, Key West, Florida to the extent of the Proposal made by the Contractor, dated the day of 10/18 2010, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the PROPOSAL, the CONTRACT FORMS, PERFORMANCE and PAYMENT BONDS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS.

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 Proposal 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 the time specified in the Contract and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

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 Proposal, 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 to the Owner based on the FDOT Standard Specifications (2007) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and Under	\$313
Over \$50,000 but less than \$250,000	\$580
\$250,000 but less than \$500,000	\$715
\$500,000 but less than \$2,500,000	\$1,423
\$2,500,000 but less than \$5,000,000	\$2,121
\$5,000,000 but less than \$10,000,000	\$3,057

It is agreed the Contract, Base of the Proposal, shall be fully complete within one hundred consecutive calendar days as stated in the notice to proceed.

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

15<sup>TH</sup> day of DECEMBER, A.D., 2010.

CITY OF KEY WEST

By J. K. Schell

Title CITY MANAGER

CONTRACTOR

By Jason P. Jiggins

Title President

\*\*\*\*

## PERFORMANCE BOND

BOND NO. 1919831  
AMOUNT: \$ 498,839.10

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05,  
Charley Toppino & Sons, Inc.

with offices at 81/2 Rockland Key, Key West, FL 33040

hereinafter called the **CONTRACTOR (Principal)**, and

The Hanover Insurance Company

with offices at 440 Lincoln Street, Worcester, MA 01653

N.H. 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:

Four Hundred Ninety Eight Thousand Eight Hundred Thirty

Nine and 13/100

DOLLARS (\$ 498,839.13), 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 Dec 15, 2010, 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 above **CITY**, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying **PRINCIPAL** with labor, materials, or supplies, used directly or indirectly by **PRINCIPAL** in the prosecution of the work provided for in the contract; and
3. Pays **CITY** all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said **CITY** may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent



infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

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

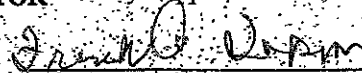
AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond,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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of December 8th, 2010, 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.

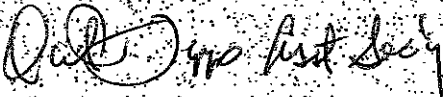
CONTRACTOR Charley Toppino & Sons, Inc.

By:



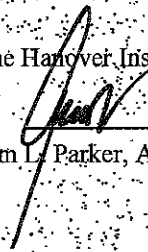
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ATTEST



SURETY The Hanover Insurance Company

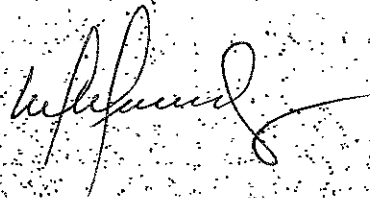
By:



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

(SEAL)

ATTEST



**PAYMENT BOND**

BOND NO: 1919831  
AMOUNT: \$ 498,839.10

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, Charley Toppino & Sons, Inc.

with offices at 81/2 Rockland Key, Key West, FL 33040

hereinafter called the **CONTRACTOR**, (Principal), and The Hanover Insurance Company.

with offices at 440 Lincoln Street, Worcester, MA 01653

a corporation duly organized and existing under and by virtue of the laws of the State of New Hampshire

hereinafter called the **SURETY**, and authorized to transact business within the State of Florida, as **SURETY**, are held and firmly bound **CITY OF KEY WEST**, represented by its

Four Hundred Ninety Eight Thousand Eight Hundred Thirty Nine and 13/100 **DOLLARS** (\$ 498,839.13), lawful money of

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

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the **CONTRACTOR** has executed and entered into a certain Contract for Dec 15 attached hereto, with the **CITY**, dated 20 10, 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 in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

This bond is given to comply with section 255.05 Florida Statutes, and 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.

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 8th day of December, 2010, 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**

Charley Toppino & Sons, Inc.

By: Charley P. Toppino

(SEAL)

ATTEST [Signature]

**SURETY**

The Hanover Insurance Company

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

(SEAL)

ATTEST [Signature]

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

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint  
**Charles C. Ball, Ileana M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker**

of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 8th day of July 2009.



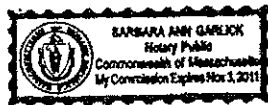
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 8th day of July 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 8th day of December, 20 10

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

Stephen L. Brault, Assistant Vice President

**PROPOSAL**

To: The City of Key West  
Address: 525 Angela Street, P.O. Box 1409  
Key West, Florida 33041  
Project Title: **Atlantic Boulevard Enhancements  
(White Street to Bertha Street)**  
Project No.: GN - 0710

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

Name: Ronald J Armstrong  
Telephone: 305 296 5606

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

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

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

The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

**NOTE: THIS SCHEDULE OF BID ITEMS IS AN ESTIMATE OF THE AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.**

**CONTRACT EXECUTION AND BONDS**

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

**CERTIFICATES OF INSURANCE**

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

**START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

*The Bidder further agrees to begin work within 14 calendar days of the Notice to Proceed (NTP) and to complete the construction in all respects within 180 calendar days from the date of the NTP.*

**LIQUIDATED DAMAGES**

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2007) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

<b>Original Contract Amount</b>	<b>Daily Charge Per Calendar Day</b>
\$50,000 and Under	\$313
Over \$50,000 but less than \$250,000	\$580
\$250,000 but less than \$500,000	\$715
\$500,000 but less than \$2,500,000	\$1,423
\$2,500,000 but less than \$5,000,000	\$2,121
\$5,000,000 but less than \$10,000,000	\$3,057

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1-9,  
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all 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.

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. Unit price line items may be deleted, reduced or increased as needed by the city.

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## BID SCHEDULE

### ATLANTIC BOULEVARD ENHANCEMENTS (WHITE STREET TO BERTHA STREET)

The following bid Schedule is presented to assist the City in evaluating the Bid. The Bidder further Proposes to accept as full payment for the work Proposed herein the amount computed under the Provisions of the Contract Documents and based on the following unit Price amounts, it being expressly understood that the unit Prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and Profit for each type and unit of work called for in these Contract Documents. Unit price line items may be deleted, reduced or increased as needed by the City.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
10	Performance & Payment Bond	1	LS	\$ 8,400.00	\$ 8,400.00
Value in Words	EIGHT THOUSAND, FOUR HUNDRED DOLLARS & 00/100				
20	FDOT Grant Requirements, General and Supplementary Conditions, Quality Control Requirements, FI Trench Act	1	LS	\$ 6,250.00	\$ 6,250.00
Value in Words	SIX THOUSAND, TWO HUNDRED FIFTY DOLLARS & 00/100				
101-1	Mobilization	1	LS	\$ 40,637.50	\$ 40,637.50
Value in Words	FORTY THOUSAND SIX HUNDRED THIRTY SEVEN DOLLARS & 50/100				
102-1	Maintenance Of Traffic	1	LS	\$ 34,762.50	\$ 34,762.50
Value in Words	THIRTY FOUR THOUSAND, SEVEN HUNDRED SIXTY TWO DOLLARS & 50/100				
104-10-3	Sediment Barrier	583	LF	\$ 2.50	\$ 1,457.50
Value in Words	TWO DOLLARS & 50/100				
104-18	Inlet Protection System	6	EA	\$ 125.00	\$ 750.00
Value in Words	ONE HUNDRED AND TWENTY FIVE DOLLARS & 00/100				
110-1	Clearing And Grubbing	1	LS	\$ 9,135.00	\$ 9,135.00
Value in Words	NINE THOUSAND ONE HUNDRED THIRTY FIVE DOLLARS & 00/100				
120-72	Gravel ( 1/2" - 3/4" stone)	247	TN	\$ 95.59	\$ 23,610.73
Value in Words	NINETY FIVE DOLLARS & 59/100				
160-4	Stabilization Type B	3,282	SY	\$ 1.00	\$ 3,282.00



Value in Words	ONE DOLLAR & 00/100					
285-701	Optional Base Group 01	1,293	SY	\$ 21.60	\$ 27,928.80	
Value in Words	TWENTY ONE DOLLARS & 60/100					
285-709	Optional Base Group 09	802	SY	\$ 27.44	\$ 22,006.88	
Value in Words	TWENTY SEVEN DOLLARS & 44/100					
327-70-1	Milling Existing Asphalt Pavement (1" Ave.)	519	SY	\$ 13.50	\$ 7,006.50	
Value in Words	THIRTEEN DOLLARS & 50/100					
334-1-13	Type SP Asphaltic Concrete (Traffic Level C)	190	TN	\$ 186.00	\$ 35,340.00	
Value in Words	ONE HUNDRED EIGHTY SIX DOLLARS & 00/100					
337-7-32	Asphaltic Concrete Friction Course FC-9.5 (Rubber)	74	TN	\$ 228.00	\$ 16,872.00	
Value in Words	TWO HUNDRED TWENTY EIGHT DOLLARS & 00/100					
425-1-201	Inlet Type (P-9)	1	EA	\$ 2,500.00	\$ 2,500.00	
Value in Words	TWO THOUSAND FIVE HUNDRED DOLLARS & 00/100					
425-4	Inlet Adjust	1	EA	\$ 1,000.00	\$ 1,000.00	
Value in Words	ONE THOUSAND DOLLARS & 00/100					
425-5-1	Adjusting Clean outs/Manholes	25	EA	\$ 500.00	\$ 12,500.00	
Value in Words	FIVE HUNDRED DOLLARS & 00/100					
425-6	Adjusting Valve Boxes/ Water Meters	24	EA	\$ 367.50	\$ 8,820.00	
Value in Words	THREE HUNDRED SIXTY SEVEN DOLLARS & 50/100					
520-1-10	Concrete Curb and Gutter Type F	418	LF	\$ 25.00	\$ 10,450.00	
Value in Words	TWENTY FIVE DOLLARS & 00/100					
520-2-4	Concrete Curb Type D	1,979	LF	\$ 22.41	\$ 44,349.39	
Value in Words	TWENTY TWO DOLLARS & 41/100					
522-1	Concrete Sidewalk (4")	1,005	SY	\$ 51.49	\$ 51,747.45	
Value in Words	FIFTY ONE DOLLARS & 49/100					
522-2	Concrete Sidewalk (6")	545	SY	\$ 50.32	\$ 27,424.40	

Value in Words	FIFTY DOLLARS & 32/100					
570-1-2	Performance Turf (SOD)	1,460	SY	\$ 5.83	\$ 8,511.80	
Value in Words	FIVE DOLLARS & 83/100					
700-20-11	Single Post Sign (Less Than 12 SF)	2	AS	\$ 420.00	\$ 840.00	
Value in Words	FOUR HUNDRED TWENTY DOLLARS & 00/100					
700-20-40	Single Post Sign (Relocate)	15	AS	\$ 354.00	\$ 5,310.00	
Value in Words	THREE HUNDRED FIFTY FOUR DOLLARS & 00/100					
705-11-1	Tubular Delineators	155	EA	\$ 168.00	\$ 26,040.00	
Value in Words	ONE HUNDRED SIXTY EIGHT DOLLARS & 00/100					
706-3	Reflective Pavement Markers	187	EA	\$ 8.40	\$ 1,570.80	
Value in Words	EIGHT DOLLARS & 40/100					
711-11-111	Thermoplastic Solid Traffic Stripe (6" White)	1.085	NM	\$ 5,880.00	\$ 6,379.80	
Value in Words	FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS & 00/100					
711-11-122	Thermoplastic Solid Traffic Stripe (8" White)	232	LF	\$ 1.80	\$ 417.60	
Value in Words	ONE DOLLAR & 80/100					
711-11-123	Thermoplastic Solid Traffic Stripe (12" White)	556	LF	\$ 2.70	\$ 1,501.20	
Value in Words	TWO DOLLARS & 70/100					
711-11-124	Thermoplastic Solid Traffic Stripe (18" White)	97	LF	\$ 6.00	\$ 582.00	
Value in Words	SIX DOLLARS & 00/100					
711-11-125	Thermoplastic Solid Traffic Stripe (24" White)	180	LF	\$ 7.20	\$ 1,296.00	
Value in Words	SEVEN DOLLARS & 20/100					
711-11-160	Pavement Message	6	EA	\$ 270.00	\$ 1,620.00	
Value in Words	TWO HUNDRED SEVENTY DOLLARS & 00/100					
711-11-211	Thermoplastic Solid Traffic Stripe (6" Yellow)	0.741	NM	\$ 5,880.00	\$ 4,357.08	
Value in Words	FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS & 00/100					
711-11-231	Thermoplastic Sklp (10-30) Traffic Stripe (6" Yellow)	0.254	GM	\$ 1,800.00	\$ 457.20	

Value in Words	ONE THOUSAND EIGHT HUNDRED DOLLARS & 00/100					
A-1	Allowances	1	LS	\$	35,000.00	\$ 35,000.00
Value in Words	THIRTY FIVE THOUSAND DOLLARS & 00/100					
Additive/ Alternative Item *						
440-1-60	Underdrain (Seepage Trench)	100	If	\$	87.25	\$ 8,725.00
Value in Words	EIGHTY SEVEN DOLLARS & 25/100					
<i>** please refer to bid item note # 13</i>						
BASE BID AMOUNT						\$ 498,839.13
BASE BID AMOUNT (IN WORDS)						
FOUR HUNDRED NINETY EIGHT THOUSAND, EIGHT HUNDRED THIRTY NINE DOLLARS & 13/100						

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Bid Item Notes:

1. Bid Item 101-1 is a lump sum pay item for all mobilization and de-mobilization costs, Field Engineering, Construction Layout, Final Certified As-built, and pre-construction video.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all temporary traffic control devices, warning devices, barriers, pedestrian access maintenance, and detours as required. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary paint for roadways and crosswalks shall be maintained throughout the project duration at no additional cost.
3. Bid Item 104-10-3, 104-18 includes the cost furnishing and installing any erosion control materials, and inlet protection systems required during construction per FDOT Standard Index 102.
4. Bid Item 110-1-1 is a lump sum pay item that includes the removal and disposal of all existing asphalt/concrete pavement, concrete sidewalk, curbs, drainage structures and pipes, and other facilities necessary to prepare the area for the proposed construction. Also includes the cost of root pruning, tree trimming and relocation/removal of existing trees/plantings and any associated permits as required for the project.
5. Bid Item 120-72 includes the cost of the filter fabric and all required grading and excavation necessary to achieve the final elevation.
6. Bid Item 285-701 and 285-709 includes the cost of excavation and fill necessary to achieve the final elevations depicted in the plans.
7. Bid Items 425-1-201, and 425-4 includes all costs associated with installing inlets, adjusting existing inlets, and all drainage pipe connections per the plans. Furthermore, it includes all the fittings and the cost of pipe necessary for connection of proposed inlet to the existing system.
8. Bid Item 425-5-1, and 425-6 (A) includes cost for raising or lowering valve boxes, manholes ring and covers, or other appurtenances. Cost will include full compensation for all work and materials required. Payment will be based on the unit price stated in the Contractor's Proposal.

Where valve boxes, manholes, or other appurtenances are within the area to receive asphalt concrete pavement restoration, these appurtenances shall be raised, lowered, and leveled as required so their top is level with the finished elevation or the new asphalt layer. Consider any delays or costs experienced from such obstructions as incidental to the paving operation. Protect all covers during asphalt application. When valve boxes, manholes, or other appurtenances are raised, lowered, leveled the asphalt concrete pavement will be saw cut and removed a minimum of one foot from the excavated area. The excavated area will be backfilled with crushed lime rock per division Lap specifications 120 Earthwork.

These items include the cost for the Installation New Sewer/Water Meter Boxes w/Lids; cost shall include labor, equipment and materials, cost shall include lateral and vertical adjustments needed for the sewer clean outs and the water meters.

Sewer cleanout boxes shall be made from 100% homogenous polyethylene material having a minimum wall thickness of .550 inch, a compartment size of 12-inches by 20-inches with a clear opening of 10-inches by 17-inches. Provide knockouts or notches in each end sized to allow placement of a 6-inch PVC pipe inside the box. Vertical crush to exceed 20,000 pounds and sidewall loading to exceed 180 pounds per square inch. A

flange shall encircle the top area for installation in concrete. Cleanout covers shall be cast of ductile conforming to ASTM A-536-84, grade 60-40-18. The meter box covers shall meet or exceed Federal specifications RR-F-621D for a minimum Proof load of 25,000 pounds on 9"x 9" area. All boxes and covers shall be manufactured by Mid-States Plastics, Mount Sterling, KY. Florida Master Distributor: Ferguson Water Works. (561-844-3222) or approved equal.

Water meter boxes shall be Mid- States MS # 15P meter box or equal, covers shall have cast iron reading lid.

9. Bid Item 520-1-10 and 520-2-4 includes excavation and embankment required to achieve the final elevation. Also includes removal and disposal of existing related concrete items outside clearing and grubbing limits, and all labor and materials to complete the work.
10. Bid Item 522-1 and 522-2 includes excavation and embankment required to achieve the elevations indicated in the plans. Also includes removal and disposal of existing related concrete items outside clearing and grubbing limits, and all labor and materials to complete the work. The Contractor is responsible for all site work and construction supervision required to meet ADAAG /ADA specifications when placing concrete. Includes the cost of concrete and reinforcement for thickened edge. Furthermore, includes the cost of the material and labor required for the harmonization at all driveways.
11. Bid Item 570-1-2 includes embankment, excavation, and/or any top soil material required to achieve the elevations indicated in the plans.
12. Bid Item A-1 any portion of this allowance that remains after all authorized payments has been made will be withheld from contract payments and will remain with the OWNER.
13. Bid Item 440-1-60 Underdrain (Seepage Trench) this item is to be used at the discretion of the engineer. Quantities may be increased, decreased or omitted as directed by the Engineer. Refer to Section 02440 for applicable specifications and details.

**NOTE: The CONTRACTOR'S unit prices shall include full compensation for all Proposal Items listed above.**

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

Basework	
Asphalt, Milling	
Underground Work	
Concrete Work	
Pavement Markings	

SUBCONTRACTORS

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

Milling/Paving  
Portion of Work

Bee Bros  
Name

8632 Pines Blvd Pembroke Pine, FL 33024  
Street City State Zip

Pavement Markings  
Portion of Work

Road Runners  
Name

8840 NW 181 St Miami FL 33018  
Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

SURETY

Hanover Ins Co whose address is  
440 Lincoln Ave, Worcester, MA, 01653  
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is  
**CHARLEY TOPPINO & SONS, INC.** doing business at  
P.O. Box 787 Keywest, FL, 33041  
Street City State Zip

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

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

Name	Title
<u>Frank P. Toppino</u>	<u>President</u>
<u>Paul E. Toppino</u>	<u>Estimator</u>
<u>Daniel P. Toppino</u>	<u>Assistant Secretary</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

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

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 10/18/2010 day of 2010.

(SEAL)

**CHARLEY TOPPINO & SONS, INC.**

\_\_\_\_\_  
Name of Corporation

By George P. Joppino

Title President

Attest Paul J. Joppino  
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years.

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

See Attached

**CHARLEY TOPPINO & SONS, INC.**

**P.O. BOX 787**

**KEY WEST, FL 33041**

**305 296-5606**

**PAST PROJECTS**

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 4 years ago.

**(1.) CITY OF KEY WEST**

**P.O. BOX 1409**

**KEY WEST, FL 33040**

**305 809-3965**

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

**PROJECTS:**

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998--2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
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

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

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

**PROJECTS:**

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

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

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

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

ROOSEVELT GARDENS HOUSING PROJECT	\$1,256,000	BOND	YES
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**6.) BJ&K CONSTRUCTION**  
**970 WEST MCNAB ROAD**  
**FORT LAUDERDALE, FL 33309**  
**954 974-7744**

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

**PROJECTS:**

MERIDIAN WEST APARTMENTS	\$1,700,000	BOND	YES
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7.) **HEERY INTERNATIONAL**  
1625 DENNIS STREET  
KEY WEST, FL 33040  
305 293-3008

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

**PROJECTS:**

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3	\$633,000	BOND YES
POINCIANA ELEMENTARY SCHOOL:	\$2,240,000	BOND YES

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

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

**PROJECTS:**

SUGARLOAF ELEMENTARY SCHOOL:	\$2,300,000	BOND YES
BEACHSIDE CONDOS	\$2,665,000	BOND YES
POINCIANA ROYALE	\$ 524,520	BOND YES

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

**11.) DL PORTER**

**6574 PALMER CIRCLE  
SARASOTA, FL 34238  
941 929-9400**

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

**PROJECTS:**

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

**12. HARRY PEPPER & ASSOCIATES**

**215 CENTURY 21 DRIVE  
JACKSONVILLE, FL 32216  
904 721-3300**

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

**PROJECTS:**

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

**13. BRPH**

**3275 SUNTREE BLVD  
MELBOURNE, FL 32940**

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

**PROJECTS:**

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

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

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

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

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

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

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

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

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

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



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

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

OHIO BAHIA HONDA BRIDGE REPAIR: \$837,700.00 BOND YES

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

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

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

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

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

BOCA CHICA AIRFIELD VEGETATION \$1,057,126.00 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

**ATTACHMENT: I**

FORM 575-080-13  
RIGHT OF WAY - 05/01

**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: 421380-1  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: Monroe  
BID LETTING OF: \_\_\_\_\_

I, Frank P. Toppino, hereby  
declare that I am President (NAME) of CHARLEY TOPPINO & SONS, INC.  
of Key West FL (TITLE) (FIRM)  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

None

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Frank P. Toppino  
NAME AND TITLE PRINTED

WITNESS: Ronald J Armstrong

BY: Frank P. Toppino  
SIGNATURE

WITNESS: Ronald J Armstrong

Executed on this 18 day of Oct, 2010

**FLORIDA BID BOND**

BOND NO. Not applicable

AMOUNT: \$--- 5% of Bid ---

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

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

hereinafter called the PRINCIPAL, and The Hanover Insurance Company

440 Lincoln Street, Worcester, MA 01653

a corporation duly organized under the laws of the State of New Hampshire

having its principal place of business at 440 Lincoln Street, Worcester, MA 01653

in the State of Massachusetts

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

unto City of Key West, P. O. Box 1409, Key West, FL 33041

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 GN - 0710, ATLANTIC BOULEVARD ENHANCEMENTS (WHITE ST. TO BERTHA ST.), Key West, Florida said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

GR - 0710, ATLANTIC BOULEVARD ENHANCEMENTS (WHITE ST. TO BERTHA ST.), Key West, Florida.

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 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 Owner, 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 15th day of September, 2010.

PRINCIPAL Charley Toppino & Sons, Inc.

By Frank P. Toppino

SURETY The Hanover Insurance Company

By

William L. Parker  
Attorney-In-Fact

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

\*\*\*\*\*

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

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Charles C. Ball, Ileana M. Bauza, William F. Kleis, Davor I. Mirmica and/or William L. Parker

of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 8th day of July 2009.



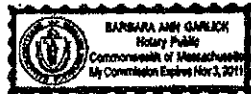
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Jeanne Anderson*  
Mary Jeanne Anderson, Vice President

*Robert K. Grennan*  
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 8th day of July 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Gurlick*  
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 15th day of September, 20 10

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

*Stephen L. Brault*  
Stephen L. Brault, Assistant Vice President

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            )  
  : SS  
COUNTY OF MONROE        )

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

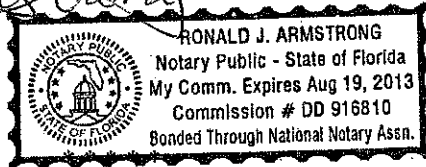
By: Frank P. Toppino June A. [Signature]

Sworn and subscribed before me this 18 day of Oct, 2010

NOTARY PUBLIC, State of Florida at Large

*Ronald J. Armstrong*

My Commission Expires:





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

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

1. This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_  
Atlantic Blvd. Enhancement

2. This sworn statement is submitted by \_\_\_\_\_  
**CHARLEY TOPPINO & SONS, INC.**  
(name of entity submitting sworn statement)

whose business address is P.O. Box 787 Key West, FL 33041

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

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement \_\_\_\_\_

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

and my relationship to the entity named above is President

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

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

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

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).

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) 10/13/2010  
(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 10 day of Oct, 2010.

My commission expires:

Ronald J. Armstrong  
NOTARY PUBLIC  
RONALD J. ARMSTRONG  
Notary Public - State of Florida  
My Comm. Expires Aug 19, 2013  
Commission # DD 916810  
Bonded Through National Notary Assn.

**CITY OF KEY WEST INDEMNIFICATION FORM**

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

**CHARLEY TOPPINO & SONS, INC.**

CONTRACTOR:

SEAL:

P.O. Box 787 Key West, FL  
Address 33041

Frank P. Toppino  
Signature

Frank P. Toppino  
Print Name

President  
Title

DATE:

10/13/10

**PROHIBITED INTERESTS FORM AND NOTICE**

I Frank P. Toppino President certify that neither CHARLEY TOPPINO & SONS, INC.  
(Printed Name) (Title) (Company Name)

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

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

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

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

Frank P. Toppino  
Signature

## BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Proposal filled in, using black ink.
3. Total and unit prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Proposal.
6. Experience record included.
7. Proposal signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder shall demonstrate possession of required licenses and certificates to bid the job.
11. Proposal submitted intact with the volume entitled "proposal" and Contract Forms, 4 copies and 12 CD-Roms.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bidder submitted FDOT pre-certification paperwork
14. Bidder signed and submitted the suspension and debarment certification
15. Bidder signed and submitted non-collusion declaration and compliance with 49CFR29 form.
16. Bidder signed and submitted the Prohibited Interests Form
17. Remainder of Required Forms

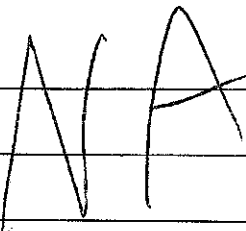
**STATEMENT OF NO PROPOSAL**

Note: If you do not intend to submit a Proposal, please return this form ONLY.

TO: GN 0710 ATLANTIC BOULEVARD ENHANCEMENTS (WHITE ST. TO BERTHA ST.),  
Office of the City Clerk  
City of Key West P.O. Box 1409  
Key West, FL. 33041-1409

We, the undersigned, have declined to submit a Proposal on the above-noted Request for Proposal for the following reasons:

- Insufficient time to respond to the Request for Proposal
- Do not offer this Product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (Please explain below)
- Remove us from the City of Key West's, "Bidder's Mailing List"
- Other (Please specify below)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  \_\_\_\_\_  
\_\_\_\_\_

We understand that if a "no Proposal" statement is not returned, our name may be removed from the bidder's list of the City of Key West.

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_



## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

May 17, 2010

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2011. However, the new application is due 4/30/2011.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING: \$392,950,000.00

**FDOT APPROVED WORK CLASSES:**

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

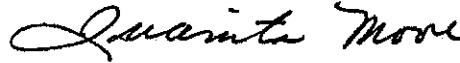
UNDERGROUND UTILITIES, SIDEWALKS CONCRETE CURB.

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: R&R INTERMEDIATE BRIDGES, R&R MINOR BRIDGES.

CHARLEY TOPPINO & SONS, INC.  
May 17, 2010  
Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,



Juanita Moore, Manager  
Contracts Administration Office

JM:cj



AC# 4482291

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09072300719

DATE	BATCH NUMBER	LICENSE NBR
07/23/2009	090047121	0B54716

The BUSINESS ORGANIZATION  
Named below IS QUALIFIED  
Under the provisions of Chapter 489, FS  
Expiration date: AUG 31, 2011  
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS THE  
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

CHARLEY TOPPING & SONS, INC  
PO BOX 787  
KEY WEST FL 33040



CHARLES CREST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO  
SECRETARY

AC# 4482179

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09072300907

DATE	BATCH NUMBER	LICENSE NBR
07/23/2009	090047095	RG0045369

The GENERAL CONTRACTOR  
Named below HAS REGISTERED  
Under the provisions of Chapter 489, FS  
Expiration date: AUG 31, 2011  
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY)

TOPPING, FRANK P  
CHARLEY TOPPING & SONS, INC  
POST OFFICE BOX 787  
KEY WEST FL 33044-0787



CHARLES CREST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO  
SECRETARY

CITY OF KEY WEST  
CERTIFICATE OF COMPETENCY

# 121 THIS IS TO CERTIFY THAT

Frank Toppino

is duly registered as a

General Contractor

in conformity with the regulations of the City of Key West

Date Issued: 10/01/09 Exp. Date: 09/30/11

By:

John P. Wood  
CHIEF BUILDING OFFICIAL

CITY OF KEY WEST  
CERTIFICATE OF COMPETENCY

# 3064 THIS IS TO CERTIFY THAT

Frank Toppino

is duly registered as a

Engineering Contractor

in conformity with the regulations of the City of Key West

Date Issued: 10/01/09 Exp. Date: 09/30/11

By:

John P. Wood  
CHIEF BUILDING OFFICIAL

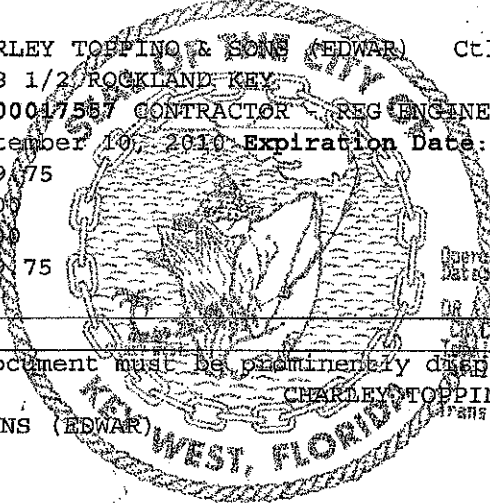
# CITY OF KEY WEST, FLORIDA

## 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 11-00047557 CONTRACTOR REG ENGINEERING I  
 Issue Date: September 10, 2010 Expiration Date: September 30, 2011  
 License Fee \$309.75  
 Add. Charges \$0.00  
 Penalty \$0.00  
 Total \$309.75

Comments:



Draw: CVALKEY Type: OC Drawer: 1  
 Date: 9/13/10 \$1 Receipt no: 109779

OR Bill 17557  
 LIC OCCASIONS 1 \$309.75  
 CH CHECK 51552 \$309.75

~~This document must be prominently displayed:~~

CHARLEY TOPPINO & SONS, INC.

Trans date: 9/13/10 Time: 13:58:54

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

# 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

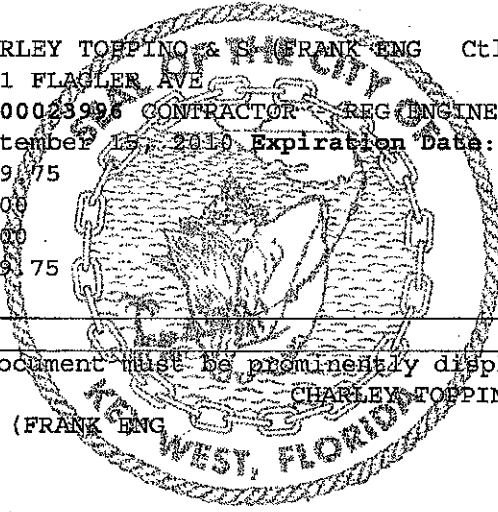
Business Name	CHARLEY TOPPINO & S (FRANK ENG	CtlNbr:0010428
Location Addr	2011 FLAGLER AVE	
Lic NBR/Class	11-00023996 CONTRACTOR - REG ENGINEERING I	
Issue Date:	September 15, 2010	Expiration Date: September 30, 2011
License Fee	\$309.75	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$309.75	

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



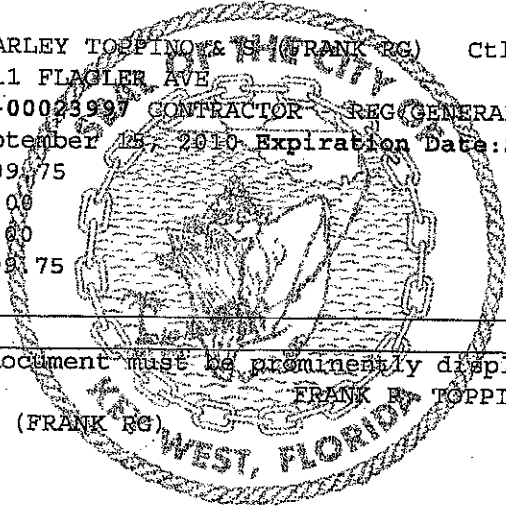
Open: DANLON  
 Date: 9/15/10 05  
 2011 23996  
 OR LIT 0000010 1  
 Trans number: 5153A  
 TX CHECK  
 Type: DC  
 Receipt no: 11254  
 4309.75  
 253.976  
 4309.75  
 Trans date: 9/16/10  
 Time: 12:41:21

# 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	11-0002399 CONTRACTOR - REG GENERAL	
Issue Date:	September 25, 2010	Expiration Date: September 30, 2011
License Fee	\$309.75	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$309.75	
Comments:		



This document must be prominently displayed.

CHARLEY TOPPINO & S (FRANK RG)  
 POB 787

FRANK B. TOPPINO

KEY WEST FL 33041

Open: EMPLOYER  
 Date: 9/16/10 5:51  
 OR 2011  
 LIC: 00023997  
 TX CHECK  
 51553  
 12:42:10  
 Type: CC Payment  
 Receipt no: 111255  
 \$309.75  
 \$309.77  
 \$309.75

**2010 / 2011  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2011**

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS

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

Location: MM 8-9 US HWY 1

Business Type: CONTRACTORS (GEN CONT/ENGINEERING)

Rooms

Seats

Employees

Months

Stalls

	Number of Machine	Penalty	Collection Cost	Total Paid
Tax Amount	Transfer Fee	Penalty	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	250.00

Paid 122-09-00006408

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

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.

**2010 / 2011  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2011**

RECEIPT# 39140-67814

Business Name: MONROE CONCRETE PRODUCTS

Owner Name: FRANK AND GEORGE TOPPING Business Location: MM 9 ROCKLAND KEY

Mailing Address: PO DRAWER 1111 Business Phone: 305-296-9164  
KEY WEST, FL 33041 Business Fax: (305) 296-9164

Business Code: MANUFACTURING (MANUFACTURING CONCRETE)

Rooms      Seats      Employees      Machines      Stalls

	Number of Machine	Number of Seats	Number of Employees	Number of Machines	Number of Stalls	Number of Waiting Spaces Only	Number of Waiting Time
Tax Amount	Transfer Fee	Penalty	Prior Year	Collection Cost	Total Paid		
30.00	0.00	30.00	0.00	0.00	30.00		

Paid 122-09-00006413      08/20/10      30.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

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.

**2010 / 2011  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2011**

RECEIPT# 30140-9142

Business Name: TOPPINO FRANK P

Owner Name: FRANK P TOPPING  
Mailing Address: PO BOX 787  
KEY WEST, FL 33041

Business Location: US HWY 1

Business Phone: 305-296-5606

Business Type: CONTRACTORS (GENERAL/ENGINEERING CONTRACTOR)

Rooms      Seats      Employees      Machines      Stalls

	Number of Machines	Transfer Fee	Penalty	Collection Cost	Total Paid
Tax Amount					
125.00		0.00	0.00	0.00	125.00

Paid 122-09-00006407      09/30/2010      125.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

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.



**2010 / 2011  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2011**

RECEIPT# 46110-89800

Business Name: CHARLEY TOPPINO & SONS, INC

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

Business Location: 8.5 ROCKLAND KEY

Business Type: PROFESSIONALS (ENG CLASS I CC 749 A)

Rooms      Seats      Employees      Tables      Stalls

Tax Amount	Transfer Fee	Penalty	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	30.00

Paid 122-09-00006409 09/30/2010 30.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

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.

**2010 / 2011  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2011**

RECEIPT# 30140-7153

Business Name: TOPPINO CONSTRUCTION CO. INC.

Owner Name: EDWARD TOPPING, JR. Location: ROCKLAND KEY

Mailing Address: PO BOX 787 Phone: 305-296-5606

KEY WEST, FL 33331 Business Type: CONTRACTORS (ENGINEERING CONTRACTORS)

Rooms

Seats

Employees

Machines

Stalls

Number of Machines		Penalty		Collection Cost		Total Paid
Tax Amount	Transfer Fee					
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 122-09-00006410 08-20-10 25.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

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.

**2010 / 2011  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2011**

RECEIPT# 53110-25514

Business Name: ROCKLAND RECYCLING CENTER ENERGY  
COMMONS INC DBA

Owner Name: FRANK & EDWARD GEORGE TOPPING Business Location: MM 8.5 US HWY 1

Mailing Address: P O BOX 1149 KEY WEST, FL 33041 Telephone: 305-296-5606

Business Type: WHOLESALE SALES (RECYCLING CONSTRUCTION MATERIALS)

Rooms

Seats

Employees

Trucks

Stalls

Tax Amount	Transfer Fee	Penalty	Business	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	30.00

Paid 122-09-00006411 on 08/20/10 \$0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

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.

**STATUS OF CONTRACTS ON HAND**  
 Give full information about all of your contracts, whether prime or subcontracts, whether in progress or awarded but not yet begun, and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT OR SUBCONTRACT AMOUNT	AMOUNT SUBJECT TO OTHERS	BALANCE OF CONTRACT AMOUNT	INCOMPLETED AMOUNT TO BE DONE BY APPLICANT AS PRIME CONTRACTOR	AS SUBCONTRACTOR
SIDEWALKS	KEY WEST, FL. CITY OF KEY WEST	\$ 206,724.00	\$ -	\$ 206,724.00	\$ 206,724.00	\$ -
CONCRETE CURBS	SIDEWALK ENHANCEMENT PHASE 1	\$ 139,848.00	\$ -	\$ 139,848.00	\$ 139,848.00	\$ -
ASPHALT RESTORATION	PHASE 2	\$ 265,500.00	\$ -	\$ 265,500.00	\$ 40,000.00	\$ 225,500.00
	PHASE 3	\$ 197,090.00	\$ -	\$ 197,090.00	\$ 197,090.00	\$ -
	PHASE 4	\$ 445,800.00	\$ -	\$ 445,800.00	\$ 385,800.00	\$ 60,000.00
	PHASE 5	\$ 235,100.00	\$ -	\$ 235,100.00	\$ 235,100.00	\$ -
	PHASE 6	\$ 343,225.00	\$ 50,000.00	\$ 118,155.00	\$ 118,155.00	\$ -
	PHASE 7	\$ 168,155.00	\$ -	\$ 168,155.00	\$ 168,155.00	\$ -
STORM DRAINAGE	KEY WEST, FL. CITY OF KW NORTHSIDE DR	\$ 343,225.00	\$ 50,000.00	\$ 118,155.00	\$ 118,155.00	\$ -
STORM DRAINAGE	KEY WEST, FL. CITY OF KW 17TH ST NW WELL	\$ 168,155.00	\$ -	\$ 168,155.00	\$ 168,155.00	\$ -
OTHER (NON-DOT) PROJECTS, OWNER AND LOCATION OF WORK YOU ARE PERFORMING		CONTRACT OR SUBCONTRACT AMOUNT	AMOUNT SUBJECT TO OTHERS	BALANCE OF CONTRACT AMOUNT		
STORM WATER	CITY OF KEY WEST, WHITE ST PUMP STATION	\$ 1,645,000.00	\$ 400,000.00	\$ 1,245,000.00	\$ 200,000.00	\$ -
INJECTION WELLS	GRAVITY INJECTION WELLS - PHASE 5	\$ 1,998,385.88	\$ 600,000.00	\$ 1,398,385.88	\$ 20,000.00	\$ -
SIDEWALKS, CURBS, ASPHALT RESTORATION	PHASE 6	\$ 1,989,225.31	\$ 600,000.00	\$ 1,389,225.31	\$ 20,000.00	\$ -
SITENWORK DEMO. BUILDING	SH MARATHON LTD MARATHON, FL HOLIDAY INN EXPRESS	\$ 8,890,226.92	\$ 4,884,706.05	\$ 4,005,520.87	\$ 50,000.00	\$ -
BRIDGE RESTORATION ASPHALT, CONCRETE	FDEP, OHIO BAHIA HONDA BRIDGE RESTORE MM 38.7, MARATHON, FL	\$ 837,700.00	\$ 187,000.00	\$ 650,700.00	\$ 5,000.00	\$ -
SITENWORK FILL REMOVAL PROCESSING	DORADO/CONQUESTADOR BOCA CHICA AIRFIELD VEGETATION	\$ 1,057,126.00	\$ 0	\$ 1,057,126.00	\$ -	\$ -
SITENWORK DEMO.	COASTAL CONSTRUCTION PONCIANA ROYALE	\$ 524,520.00	\$ 30.00	\$ 524,520.00	\$ 187,000.00	\$ -
SITENWORK DEMO. BUILDING	SS RAFFERTY LLC 512 DUVAL ST KEY WEST	\$ 1,087,586.28	\$ 600,000.00	\$ 481,586.28	\$ 400,000.00	\$ -
SITENWORK FILL	FLAGLER VILLAGE LIMITED PART, LTD KEY WEST, FL. STOCK ISLAND	\$ 929,435.15	\$ 153,000.00	\$ 776,435.15	\$ 929,435.15	\$ -
OTHER WORK						
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU			\$ 11,528,499.29 (Col. 6 subtotal)		\$ 3,213,449.15	\$ -
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU					\$ 3,213,449.15	\$ -

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

# CONTRACT ADDENDUM

## CITY OF KEY WEST FLORIDA

### ATLANTIC BOULEVARD ENHANCEMENTS

#### WHITE STREET TO BERTHA STREET

Project No. GN 0710  
(Lap Agreement FM #421380-1)

To all,

The following is a list of addenda that shall govern all other contract documents to the extent specified.

**Addendum No. 1** – Page 3 (Invitation to Bid): The City's contact information has changed as follows: **City of Key West Project Manager: Janet Muccino, 305-809-3867**

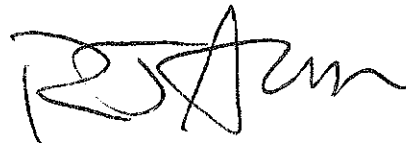
**Addendum No. 2** – Page 44 (Contract): First paragraph under the Daily Charge per Calendar Day Table shall be corrected as follows: As agreed on page 17 of the "Proposal", the construction of the project, in all respects, shall be fully completed within one hundred and eighty (180) consecutive calendar days.

**Addendum No. 3** – Page 40 (Bidders Checklist): Bidders Checklist note 11 shall be corrected as follows: Bid submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, 2 copies and 2 CD-ROMs.

**Addendum No. 4** – Table of Contents (Contract Documents): Part 1 of the Table of Contents shall be corrected as follows:

<b>PART 1</b> .....	<b>1</b>
<b>BIDDING REQUIREMENTS</b> .....	<b>1</b>
<b>INVITATION TO BID</b> .....	<b>2</b>
<b>INSTRUCTIONS TO BIDDERS</b> .....	<b>4</b>
<b>CONTRACT PROVISIONS</b> .....	<b>12</b>
<b>PROPOSAL</b> .....	<b>16</b>
<b>BID SCHEDULE</b> .....	<b>19</b>
<b>ATTACHMENT: I</b> .....	<b>30</b>
<b>FLORIDA BID BOND</b> .....	<b>33</b>
<b>ANTI-KICKBACK AFFIDAVIT</b> .....	<b>35</b>
<b>SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES</b> .....	<b>36</b>
<b>CITY OF KEY WEST INDEMNIFICATION FORM</b> .....	<b>38</b>
<b>PROHIBITED INTERESTS FORM AND NOTICE</b> .....	<b>39</b>

10/1/10



**BIDDER'S CHECKLIST**.....40  
**STATEMENT OF NO PROPOSAL**.....41

**Addendum No. 5** – Page 9 (Instruction to Bidders): First paragraph of this sheet shall be corrected as follows: “...name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid. 1 original, 2 copies and 2 CD-ROMs of the bid package must be submitted.”

# CONTRACT ADDENDUM

---

## CITY OF KEY WEST FLORIDA

### ATLANTIC BOULEVARD ENHANCEMENTS

#### WHITE STREET TO BERTHA STREET

Project No. GN 0710  
(Lap Agreement FM #421380-1)

To All Bidders:

#### **Addendum No. 6**

The following change is hereby made a part of the Contract Documents as fully as completely as if the same were fully set forth therein:

- Please see the attached Attachments A-R

#### **Addendum No. 7**

The following is hereby made a part of the Contract Documents as fully as completely as if the same were fully set forth therein:

- There shall be no work during City Holidays, State Holidays and National Holidays. Any construction operations during these days shall be approved by the City of Key West.

#### **Addendum No. 8**

The following change is hereby made a part of section 01010 Summary of Work, Part 1, section 1.01, part C, note 4. It also replaces MOT note 7 on the Contract Plans as fully as completely as if the same were fully set forth therein:

- City of Key West has a noise ordinance that allows working hours between 8:00 AM to 5:00 PM, Monday through Friday. No work should be performed during weekends or City Holidays, State Holidays and National Holidays. Any construction operations outside these hours and these days will require a variance from the City of Key West Commission.

#### **Addendum No. 9**

The following change is hereby made a part of the Instruction to Bidders, sheet 6, first paragraph as fully as completely as if the same were fully set forth therein:

- "...only the opinion of the Engineer as to the character of the materials encountered by him in his investigations and are available only for the convenience of the Bidders.

The Contractor should be aware that no Logs of test borings, geotechnical reports, or topographic maps were obtained for this project.”

### Mandatory Pre-Bidding Questions and Responses

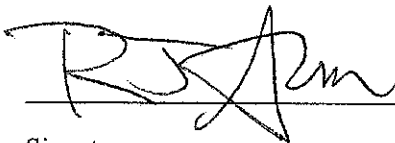
1. Are the contractor and Sub-contractor required to be pre-qualified to perform the work?
  - Florida Law (Chapter 337.14 F.S.) And Rules of the State of Florida, Department of Transportation, Chapter 14-22, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. Prequalification is accomplished by using an application process. Applicants should read 337.14 F.S. and Rule 14-22 F.A.C. to review for compliance prior to completing the application. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars.

All vendors wishing to do business with any State agency must register at the following web site: My Florida Market Place. The vendor number assigned to the firm as a result of this registration should be provided at time of Application submittal.

**Prequalification is not required for the following:**

- To bid as a prime contractor on projects of \$250,000 or less
  - To bid as a subcontractor in any amount
  - To bid on buildings (A general contractor's license is required for this type of project)
  - To bid on maintenance contracts
2. What is the quantity of trees and palms to be relocated/ removed?
    - There are approximately 4 Coconut palms, 4 Foxtail palms, 2 native palms, 1 Royal palm, 1 Buttonwood tree and 1 Poinciana tree which shall be removed or relocated. It is the Contractor's responsibility to acquire a permit from the City's Tree Commission in order to determine the final disposition of said trees/palms. All costs associated with the removal and/or relocation of the existing trees and palms shall be included under the Clearing and Grubbing pay item.

All Bidders shall acknowledge receipt and acceptance of these Addendums by acknowledging Addendums in their proposal or by submitting these addendums with the bid package. Bids submitted without acknowledgement or without these Addendums may be considered non-responsive.



Signature

**CHARLEY TOPPINO & SONS, INC.**

Name of Business