



THE CITY OF KEY WEST

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

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ADDENDUM NO. 1

HURRICANE IRMA – VEGETATIVE DEBRIS BURN: RFP 003-18

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

**Replace pages 4 and 6 with attached.**

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

Frank P. Jorjano

Signature

CHARLEY TOPPINO & SONS

Name of Business



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RFP No.: 003-18

HURRICANE IRMA VEGETATIVE DEBRIS  
BURN

October 25, 2017

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MAYOR: CRAIG CATES

COMMISSIONERS:

SAM KAUFMAN

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

RICHARD PAYNE

MARGARET ROMERO

PREPARED BY:  
City of Key West  
Engineering Services

CITY OF KEY WEST  
KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

HURRICANE IRMA VEGETATIVE DEBRIS BURN

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KEY WEST, FLORIDA

OCTOBER 25, 2017

RFP No.: 003-18

**INFORMATION TO BIDDERS**

SUBJECT: REQUEST FOR PROPOSAL No. 003-18  
HURRICANE IRMA VEGETATIVE DEBRIS BURN

ISSUE DATE: OCTOBER 25, 2017

MAIL OR SPECIAL  
DELIVERY REPOSSES TO: CITY CLERK'S OFFICE  
CITY OF KEY WEST  
1300 WHITE ST  
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

PROPOSALS MUST BE  
RECEIVED: NOVEMBER 13, 2017

NOT LATER THAN: 3:00 P.M. LOCAL TIME

DAVID SERMACK  
PURCHASING AGENT  
CITY OF KEY WEST

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**PART 1**

**PROPOSAL REQUIREMENTS AND FORMS**

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## INVITATION TO BID

Sealed proposals for the City of Key West RFP No. 002-18 HURRICANE IRMA VEGETATIVE DEBRIS BURN, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until 3:00 pm on November 13, 2017 and then will be publicly opened and read. Proposals received after the time and date specified will not be considered.

**Please submit one (1) one original and (2) two flash drives with one single PDF file of the entire proposal package. Proposal package is to be enclosed in a sealed envelope, clearly marked on the outside "HURRICANE IRMA DEBRIS BURN FRP 003-18" addressed and delivered to the City Clerk at the address noted above.**

The City of Key West is soliciting proposals for the disposal of vegetative debris collected from Hurricane Irma. The City has secured use of a Temporary Debris Management Site (TDMS) located at Rockland Key/Toppino Industrial Drive, where approximately 120,000 cubic yards of collected vegetative debris has been placed on a 10-acre site. The disposal method at the TDMS will be use of Air Curtain technology to thoroughly burn the vegetative debris while minimizing particulate emission during the processing stage.

**A mandatory Pre-Proposal Meeting will be held 11:00 a.m. on Tuesday November 7, 2017 at the City Manager's Conference Room, Key West City Hall, 1300 White Street, Key West, Florida. A site visit will follow.**

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West website [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)). For bid package access on Demand Star, please contact Onvia at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712.

The successful Proposer (Bidder) may be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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

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

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

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.



## INVITATION TO BID

Sealed proposals for the City of Key West RFP No. 003-18 HURRICANE IRMA VEGETATIVE DEBRIS BURN, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until 3:00 pm on November 13, 2017 and then will be publicly opened and read. Proposals received after the time and date specified will not be considered.

**Please submit one (1) one original and (2) two flash drives with one single PDF file of the entire proposal package. Proposal package is to be enclosed in a sealed envelope, clearly marked on the outside “HURRICANE IRMA DEBRIS BURN RFP 003-18” addressed and delivered to the City Clerk at the address noted above.**

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

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- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

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

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

For information concerning the proposed work or for appointment to visit the site of the proposed work, contact Gary Volenec, Engineering Services Department for the City of Key West at [gvolenec@cityofkeywest-fl.gov](mailto:gvolenec@cityofkeywest-fl.gov) . All questions/information requests must be in writing.

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

\* \* \* \* \*

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of Gary Volenec ([gvolenec@cityofkeywest-fl.gov](mailto:gvolenec@cityofkeywest-fl.gov)) in writing (at least 2 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

The City of Key West is soliciting proposals for the disposal of vegetative debris collected from Hurricane Irma. The City is leasing a Temporary Debris Management Site (TDMS) located at

Rockland Key/Toppino Industrial Drive, where approximately 120,000 cubic yards of collected vegetative debris has been placed on a 10-acre site. The disposal method at the TDMS will be use of Air Curtain technology to thoroughly burn the vegetative debris while minimizing particulate emission during the processing stage.

The Bidder will provide all equipment, labor, materials, insurance, permitting and supplies to set up and maintain a 24 hour 7 day a week basis burn operation until all the material is reduced to ash. The Bidder will be responsible for the removal and disposal of all ash generated at a permitted authorized site. The Bidder will equip and staff the project to complete all burn activities, ash removal and site restoration (rough grading).

Contractor shall make every effort to comply with Florida Administrative Code 62-210.300(3)26.g., specifically, visible emissions from the air curtain incinerator shall not exceed ten percent (10%) opacity, six (6) minute average, except for up to thirty (30) minutes during periods of startup when visible emissions up to thirty-five percent (35) opacity, six (6) minute average, shall be allowed. Visible emissions limitations shall not be considered unit-specific applicable requirements.

The City will designate an area for temporary placement of Bidder's temporary worker travel trailers if required. An elevated trench (berms) will be required to accommodate the burn operations due to high groundwater table at the TDMS.

Contractor shall renew Florida Forest Service authorization to burn daily by telephone to the Big Pine Key office Joe Cangeni 305-896-2392 or Amy Pulley 904-626-8345. An onsite inspection by the Big Pine office required prior to burn commencement.

Notice to Proceed will be issued following execution of agreement (including City required forms) between City and accepted Bidder.

3. QUALIFICATION OF CONTRACTORS

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

4. BIDDER'S UNDERSTANDING

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

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

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. LUMP SUM

Proposal cost for the work is to be submitted on a lump sum basis. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal.

6. PREPARATION OF BIDS

A. GENERAL

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

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid. Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit an experience record with the Proposal showing his experience and expertise in vegetative debris burning and disposal. Such experience record shall provide five current or recent projects of similar work, and preferably in the State of Florida. For each project the following information shall be provided:

1. Description and location of work.
2. Quantity burned and contract amount.
3. Dates work was performed.

4. Owner.
5. Name of Owner's contact person and phone number.

**The Bidder shall submit a draft project-specific Burn Plan with the Proposal.**

D. ATTACHMENTS

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

Anti-Kickback Affidavit  
Public Entity Crimes Form  
Indemnification Form  
City of Key West Business License Tax Receipt  
Domestic Partnership Affidavit  
Cone of Silence Affidavit  
Bidder's Checklist

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within ninety (90) days after the opening of Proposals.

The awarded Contractor shall agree to hold the bid lump sum fee for a minimum of 90 days from the date of Notice of Award.

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

13. BASIS OF AWARD

The award will be made by the Owner (City Commission) based on recommendations of a technical review committee. The committee, including representatives of the City Manager, City Attorney, FEMA Coordinator and Engineering Services, will evaluate the proposals based on the following criteria:

1. Lump Sum Price
2. Time (calendar days) to Complete Project
3. Qualifications including experience performing similar burn projects in Florida.
4. Draft Site Specific Burn Plan
5. Cost effective options/alternatives to on-site burning.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within five (5) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within five (5) working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

The contract shall be executed on the basis on available funding and respective lump sum fee.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

17. PERFORMANCE OF WORK BY CONTRACTOR

Each Bidder must furnish with his Proposal a list of the items that he will perform with his own forces and the estimated total cost of these items.

18. TIME OF COMPLETION

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

When the Contractor receives a Notice to Proceed, he shall commence work within 14 calendar days and shall complete all work within the number of calendar days stipulated in their Proposal.

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## THE CITY OF KEY WEST

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

### ADDENDUM NO. 2

#### HURRICANE IRMA – VEGETATIVE DEBRIS BURN: RFP 003-18

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

#### Questions from prospective Proposers:

- 1) *Does the Contract need to be signed and submitted in the proposal or post award?*
  - a. **Post Award**
- 2) *Are payment and performance bonds due post award?*
  - a. **Yes**
- 3) *Page 10 Section 9 of the RFP asks if a Key West Business License Tax Receipt is required post award?*
  - a. **As the project is located on Rockland Key, a Key West Business License Tax Receipt is not required; however, proposers should confirm with Monroe County any licensing requirements.**
- 4) *We are a Limited Liability Company. Which section do we fill out on page 18?*
  - a. **A Limited Liability Corporation is not considered a Sole Proprietor or Partnership; therefore, the Proposer would fill out the "If Corporation" section.**
- 5) *Page 32 states we need to submit 1 flash drive and p. 6 states we need to submit 2 flash drives. Which is correct?*
  - a. **Replace Item 10 of page 32 (Proposal) with:**
    - i. **Bid submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms" one (1) ORIGINAL bid package and two (2) FLASH DRIVES as stated in the invitation to bid."**
- 6) *Would there be a prior Bid Tabulation for this Request for Proposal?*
  - a. **No, this is the first RFP for this project.**
- 7) *Would you please provide clarification of the requirements for the section (Contract Bonds: Performance and Payment Bonds)? We are not supplying materials for construction? With this in mind, the project would not involve guarantees against defective workmanship or materials for the construction of work. Nor, would we be providing a warranty period following the date of final acceptance. With this said, this section should be removed from the contract requirements.*
  - a. **No, as required by City purchasing ordinance, the winning Proposer shall provide all Bonds required by the Contract Documents.**
- 8) *Relative to previous experience, how far back can we go to achieve the requirements?*
  - a. **As far back as needed**
- 9) *Will liquidated damages be assessed if the Contractor does not meet the deadline they referenced in the proposal form?*
  - a. **Yes, \$3,700.00 per day**
- 10) *Can Contractor sub out 100% of the work?*
  - a. **Yes**

**Contract Documents**

**11) INVITATION TO BID**

- a. In third paragraph (page 6), DELETE *“approximately 120,000 cubic yards”* and INSERT *“approximately 102,024 cubic yards (as measured by FEMA monitors)”*
- b. DELETE entire paragraph nine (last on page 6) and replace with the following:  
*“Within 10 days following Notice of Award, Bidder shall furnish documentation showing that he is in compliance with applicable state and Monroe County licenses and certificates.”*
- c. Under Section 2. General Description of the Project (page 7), DELETE entire first paragraph and replace with the following:  
*“The City of Key West is soliciting proposals for the disposal of vegetative debris collected from Hurricane Irma. The City is leasing a Temporary Debris Management Site (TDMS) located at Rockland Key/Toppino Industrial Drive, where approximately 102,000 cubic yards of collected vegetative debris has been placed on a 10-acre site. The disposal method at the TDMS will be use of Air Curtain technology to thoroughly burn the vegetative debris while minimizing particulate emission during the processing stage. In the event non-burnable debris (e.g., white goods, solid waste) is encountered, Contractor shall segregate and place in a to be designated location on the Site.”*
- d. Under Section 6.C. Special Bidding Requirements, INSERT last sentence:  
*“Bidders to submit a 1-2 page (maximum) qualification summary in addition project references with their proposal.”*
- e. Under Section 6.D. Attachments, DELETE *“City of Key West Business License Receipt”*.

**9) PROPOSAL**

- a. DELETE entire *“PROPOSAL”* form (pages 14-18) and replace with revised *“PROPOSAL”* form attached to this ADDENDUM.

**Attachments**

- 1. PreBid Meeting Minutes
- 2. PreBid Meeting Attendance Sheet
  - a. The representative for Clean Air Combust was delayed by traffic and arrived after the meeting concluded. The City was notified of this delay prior to the PreBid meeting. As subsequently discussed at the meeting, Clean Air Combust will be permitted to submit a proposal in response to this RFP.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2

with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

\_\_\_\_\_  
Signature

CHARLEY TOPPINO & SONS, INC  
*Frank V. Toppino*

Name of Business

**PROPOSAL**

**ADDENDUM 2 REVISION**

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

To: The City of Key West  
Address: 1300 White St, Key West, Florida 33040  
Project Title: HURRICANE IRMA VEGETATIVE DEBRIS BURN

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

Company Name: CHARLEY TOPPINO & SONS, INC  
Contact Name & Telephone #: ANDREW TOPPINO, 305-797-5839, 305-296-5606  
Email Address: ATOPPINO@CHARLEYTOPPINO.COM

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

**CONTRACT EXECUTION AND BONDS**

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





**PROPOSAL (continued)**

ATTACK-ONE FIRE MANAGEMENT SERVICES, INC

<b>Name</b>			
<u>CONTROLLED BURNS, FIRE SUPRESSION</u>		<u>50%</u>	
<b>Trade</b>		<b>Percent of Total Base Bid</b>	
<u>PO BOX 221</u>	<u>CRAWFORDVILLE</u>	<u>FL</u>	<u>32326</u>
<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>

**SURETY**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA whose address is

<u>ONE TOWER SQUARE</u>	<u>HARTFORD</u>	<u>CT</u>	<u>06183</u>
<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>

**BIDDER**

The name of the Bidder submitting this Proposal is

CHARLEY TOPPINO & SONS, INC doing business at

<u>PO BOX 787</u>	<u>KEY WEST</u>	<u>FL</u>	<u>33041</u>
<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>

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:

<u>FRANK TOPPINO</u>	<u>RICHARD TOPPINO</u>
----------------------	------------------------

<u>EDWARD TOPPINO</u>	<u>JOHN TOPPINO</u>
-----------------------	---------------------

<u>DANIEL TOPPINO</u>	
-----------------------	--

**PROPOSAL (continued)**

**If Sole Proprietor or Partnership**

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

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

\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

(SEAL)

CHARLEY TOPPINO & SONS, INC  
Name of Corporation

By Frank P. Toppino

Title President

Attest Josie Wulsh  
Michael Labrada

Sworn and subscribed before this 13 day of Nov, 2017

NOTARY PUBLIC, State of FL, at Large

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

\*\*\*\*\*









THE CITY OF KEY WEST  
 Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

**Hurricane Irma – Vegetative Debris Burn RFP 003-18**  
 Sign-In Sheet - November 7, 2017

Attendees	Company	Email Address	Tel. Number
1 Kevin Costa	Attack One Fire	Kevin@AttackOne.com	(850) 509-3398
2 David Knowles	National Fire	NFCBusiness@gmail.com	(352) 427-1708
3 Andrew Toppino	Toppino's	AToppino@charleyToppino.com	(305) 296-5806
4 Trey Fuzzell	DRC	fuzzell@KDFLLC.com	(707) 489 3300
5 Kevin Rolison	TFR	Kevin@tfrinc.com	(512) 944-8766
6 Richard Toppino	CTAS	rtoppino@charleyToppino.com	(305) 296-5606
7 Janet Schirckler	Jaynes Environmental	Jaynestrees@cs.com	(813) 677-6822
8 GARY VALENEC	CKW	gvalenec@cityofkeywest-fl.gov	(305) 809-3967
9 LHeed Howell	CKW	lHowell@cityofkeywest-fl.gov	(305) 809-3963



THE CITY OF KEY WEST

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

Attendees	Company	Email Address	Tel. Number
10	Jim Bonquet C.K.W.	City of Key West of J. Bonquet jbonquet@	(305) 809-3962
11			( )
12			( )
13			( )
14			( )
15			( )
16			( )
17			( )
18			( )



THE CITY OF KEY WEST

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

***Hurricane Irma – Vegetative Debris Burn RFP 003-18***  
**Meeting Minutes**  
**November 7, 2017**

**Location:** Key West City Hall, 1300 White Street, Key West Florida 33040

**Subject of Meeting:** Mandatory Pre-Bidders Conference

**Status of Minutes:** Draft

Attendees	Company
Kevin Carter	Attack-One Fire
David Knowles	National Fire
Andrew Toppino	Charlie Toppino and Sons
Richard Toppino	Charlie Toppino and Sons
Trey Fuzzell	DRC
Kevin Robinson	TFR
Janet Schindler	Paynes Environmental
Matt O'Connor	Clean Air Combust
Gary Volenec	City of Key West
Jim Bouquet	City of Key West
Kreed Howell	City of Key West

**Distribution of Notes to:**

Distribution of the minutes from this meeting will be issued via addendum no later than 5:00 p.m. November 9, 2017.



THE CITY OF KEY WEST

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

***Hurricane Irma – Vegetative Debris Burn RFP 003-18***  
**Meeting Minutes**  
**November 7, 2017**

The Pre-Bidders Meeting followed the agenda below and any deviations from these minutes will be addressed in Addendum 2.

**1. Introductions:**

- a. *Director of Engineering, James Bouquet, PE*
- b. *City Engineer, Gary Volenec, PE*
- c. *Attendee Introductions*

**2. Request for Proposal critical milestones:**

- a. *Deadline for Inquiries: November 8, 2017*
- b. *Final Addenda Issued: November 9, 2017*
- c. *Bids Due By: 3:00 p.m., November 13, 2017*

**3. Project Scope and Description:**

- a. *Location of TDMS:*
  - i. *Rockland Key / Toppino Industrial Drive.*
- b. *Disposal Method of approximately 102,024 cubic yards of vegetative debris:*
  - i. *Air Curtain in accordance with Emergency Authorization OGC No. 17-0989 (Part 4 of RFP).*
  - ii. *Contractor to submit Draft Site Specific Burn Plan*
  - iii. *Other*
- c. *Proposers/Contractors Requirements:*
  - i. *Provide all equipment, labor, materials, insurance, permitting and supplies.*
  - ii. *Removal and disposal of all ash generated to a permitted authorized site.*
  - iii. *Complete full site restoration (rough grading).*
  - iv. *Compliance with Florida Administrative Code 62-210.300(3)26.g.*
  - v. *Renew Florida Forest Service authorization to burn daily.*  
*Joe Cangani 305-896-2392 and/or Amy Pulley 904-626-8345*
  - vi. *Bidders must hold or obtain all licenses and/or certificates as required by State Statutes*
  - vii. *Hours of Operation - 24 hours 7 days a week until all materials have been removed from site.*

**4. Instruction to Bidders / Proposal**

- a. *Type and Preparation of Proposals:*
  - i. *The cost for the work is to be submitted on a Lump Sum basis.*



## THE CITY OF KEY WEST

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

- ii. Bidder shall submit an experience record with the Proposal showing their experience in vegetative debris burning. Provide five current or recent projects including the following information for each project:
    - 1. Description and location of work.
    - 2. Quantity burned and contract amount.
    - 3. Dates work was performed.
    - 4. Owner and Name of Owners contact person and telephone number.
  - iii. Bidder shall complete and submit the following forms with his bid:
    - 1. Anti-Kickback Affidavit
    - 2. Public Entity Crimes Form
    - 3. Indemnification Form
    - 4. Domestic Partnership Affidavit
    - 5. Cone of Silence Affidavit
    - 6. Bidder's Checklist
- b. Submission of Bids:*
- i. ALL Bids shall be made on the Bid form provided with the RFP documents and contain:
    - 1. (1) Original bid package.
    - 2. (2) Flash Drives each with PDF file of the entire bid package.
  - ii. Bids should be submitted in a sealed envelope, externally marked to indicate the Bidders name and Project name and number without being opened.
- 5. Contract Award** -Per sections 12-14 in the Invitation to Bid section of the RFP documents.
- 6. Insurance and Bonds**
- a. *Insurance limits as stated on draft Owner-Contractor Agreement.*
    - i. Landowner may impose additional limits. Confirmed via addendum.
  - b. *Performance and Payment Bonds*
    - i. The successful Bidder shall file with the City, at the time of delivery of the signed Contract, a Performance and Payment Bond found on the form provided in the RFP documents and CKW Business License Tax Receipt. See section 15 in the Invitation to Bid section of the RFP documents.
- 7. Time of Completion**
- a. Subsequent to receiving a Notice to Proceed, the Contractor shall commence work within 14 calendar days and shall complete work within the number of calendar days stipulated in their Proposal. The City desires to expedite completion of the project and the number of calendar days proposed will be a strong factor in the basis of award.

**FLORIDA BID BOND**

BOND NO. Not applicable

AMOUNT: \$ 5% of Bid Proposal

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

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

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

having its principal place of business at One Tower Square

Hartford in the State of Connecticut 06183,

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

City of Key West

hereinafter CITY OF KEY WEST 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 HURRICANE IRMA DEBRIS BURN, said Bid Proposal, by reference thereto, being hereby made a part hereof.

**FLORIDA BID BOND (continued)**

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

**HURRICANE IRMA VEGETATIVE DEBRIS BURN**

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

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

Signed and sealed this 6th day of November, 2017.

PRINCIPAL

Charley Toppino & Sons, Inc.

By Frank P. Toppino

Travelers Casualty and Surety Company of America  
SURETY

By [Signature]  
Attorney-In-Fact & FL Resident Agent  
William L. Parker

STATE OF Florida )  
  ) : SS  
COUNTY OF MONROE )

FLORIDA BID BOND (continued)

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

By: Frank P. Jordan

Sworn and subscribed before me this 13 day of November, 2017.

Michael Labrada  
NOTARY PUBLIC, State of FL at Large

My Commission Expires:



\*\*\*\*\*





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 230629

Certificate No. 006719272

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of March, 2016.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 25th day of March, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



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 \_\_\_\_\_  
Hurricane Irma Vegetative Debris Burn \_\_\_\_\_

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

whose business address is PO Box 787, Key West, FL 33041  
\_\_\_\_\_

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

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

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

and my relationship to the entity named above is President  
\_\_\_\_\_

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

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

**PUBLIC ENTITY CRIMES (continued)**

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

**PUBLIC ENTITY CRIMES (continued)**

\_\_\_\_\_ 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)  
NOV 13, 2017  
(date)

STATE OF FL

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 13 day of NOV, 2017.

My commission expires:

Michael Labrada  
NOTARY PUBLIC



\*\*\*\*\*

**INDEMNIFICATION**

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

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

CONTRACTOR: CHARLEY TOPPINO & SONS

SEAL:

PO BOX 787, KEY WEST, FL 33040  
Address

*Frank P. Toppino*  
Signature

FRANK P TOPPINO  
Print Name

PRESIDENT  
Title

NOV 13, 2017  
Date

\*\*\*\*\*



**CONE OF SILENCE AFFIDAVIT**

STATE OF FL )  
 : SS  
COUNTY OF MONROE )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of CHARLEY TOPPINO & SONS have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Frank P. Toppino  
(signature)  
NOV 13, 2017  
(date)

Sworn and subscribed before me this

13 Day of NOV, 2017.

Michael Labrada  
NOTARY PUBLIC, State of FL at Large

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



\*\*\*\*\*



**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, CHARLEY TOPPINO & SONS, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

FRANK P TOPPINO, PRESIDENT

Name and Title of Contractor's Authorized Official

NOV 13, 2017

Date

**CHARLEY TOPPINO & SONS, INC.**

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

**MEMO**

ATT: Engineering Services Department, City of Key West

FROM: Andrew Toppino, Charley Toppino & Sons Inc.

DATE: 11/13/17

JOB ID: Hurricane Irma Vegetative Debris Burn (*RFP 003-18*)

This memo should serve as a basic clarification of the structure of our proposal to the City of Key West for the Hurricane Irma Vegetative Debris Burn Project. Charley Toppino and Sons will be subcontracting Attack-One Fire Management and National Fire Contracting to perform the proposed burn operation. Both firms were in attendance for the mandatory pre-proposal conference and have ample experience in burning vegetative debris. They both have performed multiple projects of comparable scope (*see qualifications*).

Additionally, Charley Toppino and Sons will have a representative on site to manage the contracted crews. We have participated and self-performed multiple burn projects as well for clients such as the US Navy and FEMA. We will be operating (3EA) burn crews and will maintain the 24/7 burn operation until completed. All visible emissions requirements shall be met and we will commence work within 14-days of receiving notice to proceed.

Please see our site-specific burn plan and qualifications as listed below. Let us know if you have any questions.



Andrew Toppino

## **CHARLEY TOPPINO & SONS, INC.**

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

### CITY OF KEY WEST VEGETATIVE DEBRIS: **SITE-SPECIFIC BURN PLAN**

The four primary attributes of our team and proposal are below:

- 1.) Qualifications
- 2.) Safety
- 3.) Experience
- 4.) Time of Completion

We possess the knowledge, skills, and abilities to carry out the project in a professional and timely manner.

The Site- Specific Burn Plan for this operation will consist of the following:

- Daily Safety Meetings.
- Adequately maintain burn operation 24/7 until the burn is completed, within 45-days.
- Provide sufficient air curtains/burn boxes and equipment to complete the burn within 45-days.
- Utilization of front end loaders to move vegetative debris to the burn areas and complete rough grading.
- Comply with Florida Forest Service for daily notifications.
- Comply with Florida Administrative Code 62- 210.300(3)26.g. Visible emissions from the air curtain incinerator shall not exceed ten percent (10%) opacity, six (6) minutes average, except for up to thirty (30) minutes during periods of startup when visible emissions up to thirty-five (35) opacity, six (6) minutes average.
- Maintain sufficient heat in the burn area to reduce any incomplete combustion, causing smoke and/or nuisance to the local area.
- Commence work within 14 days of receiving Notice to Proceed.
- Responsible for liquidated damages of \$3,700.00 per day for non-completion of burn as stated
- Remove non-burnable debris (e.g., white goods, solid waste) segregate and place in a designated location on the site.
- Comply with federal, state, and local laws, statues and ordinances relative to

the burn project.

- Daily removal and disposal of ash to maintain effective temperature control of the burn.
- Clean and grade site after completion of burn operations.

David L Knowles  
National Fire Contracting, Inc,  
81 SW Buena Vista Road  
Dunnellon, Florida 34431  
(352) 427-1708      nfcbusiness@gmail.com

Resume/Qualifications

**Hurricane Irma – Vegetative Debris Burn: RFP 003-18, addendums #1 and #2,  
102,024 cubic yards**

Formal Education:

Master Degree, Public Administration	Barry University
Bachelor Degree, Business Management	Hodges University
Associates Paramedic,	Keiser University
Associates Fire Science	Keiser University

Technical Education

- |  |   |
|--|---|
| • Firefighter II,  | Florida Fire Marshal's Office                       |
| • Fires Safety Inspector II,   | Florida Fire Marshal's Office                       |
| • Fire Officer II,   | Florida Fire Marshal's Office                       |
| • Hazardous Materials Technician,  | Florida Fire Marshal's Office                       |
| • Driver Engineer  | Florida Fire Marshal's Office                       |
| • Post Blast Investigation,  | Florida Fire Marshal's Office                       |
| • Hazardous Materials, HAZ-Medic,  | Emergency Responders Educators                      |
| • Command & Control of Fire Department Operations<br>at Natural and Man-Made Disaster,   | National Fire Academy                               |
| • Management of Emergency Medical Services,  | National Fire Academy                               |
| • Advanced Leadership Issues in Emergency Medical<br>Services,   | National Fire Academy                               |
| • Command & Control Decision Making at Multi<br>Alarms Incidents,  | National Fire Academy                               |
| • Interpersonal Dynamics in Fire Service Organizations   | National Fire Academy                               |
| • Executive Development  | National Fire Academy                               |
| • Executive Analysis of Community Risk Reduction   | National Fire Academy                               |
| • Executive Analysis of Fire Service Operations<br>In Emergency Management   | National Fire Academy                               |
| • Enhanced Incident Management Unified Command,  | Texas Engineering Ext. Service                      |
| • Responding to Terrorist Incidents in Your Community<br>Flammable-Liquid Fire Fighting Techniques for<br>Municipal and Rural Firefighters | Fire Science Academy,<br>University of Nevada, Reno |
| • National Level Engine Boss,  | Florida Division of Forestry                        |
| • National Level Medical Unit Leader   | Florida Division of Forestry                        |
| • National Compensation and Claims Unit Leader   | Florida Division of Forestry                        |
| • Paramedic,   | Florida Department of Health                        |
| • Critical Care EMT-Paramedic,   | University of Maryland, Baltimore                   |

## Instructor Qualifications

- WMD Radiological/Nuclear Course for, Hazardous Materials Technicians University of Nevada, Las Vegas
- Incident Command System, 100, 200,300, & 400 National Fire Academy
- Incident Command for EMS National Fire Academy
- Prevention and Response to Suicide Bombing Incidents New Mexico Tech
- Incident Response to Terrorist Bombing New Mexico Tech
- 100 & 200 level Forestry courses Florida Division of Forestry
- Fire Instructor III Florida Fire Marshal's Office
- Haz-Mat, Awareness and Operations Florida Fire Marshal's Office

## **National Fire Contracting, Inc**

### **Qualifications**

#### **EXPERIENCE #1:**

F4 Tech LLC, worked as a sub-contractor for vendor who was under contract by DEP. Services included performing prescribed fire implementation on DEP owned lands from fire line maintenance, prescribed fire plan development, ignition, holding and mop-up and fire effects documentation. Provided mechanical vegetation removal services using specialized equipment to remove undesirable vegetation species on several State Parks.

Dates of Experience: Sept 2016 – July 2017

Contact: Brian Cobble (386) 209-1659

Value: \$250,000.00

#### **EXPERIENCE #2:**

Was under contract by Westervelt Ecological Services for prescribed fire services on company owned Mitigation Banks (Saint Marks Mitigation Bank and Santa Rosa Mitigation Bank), work included prescribed fire implementation to ensure that Westervelt meets DEP permitted requirements. Additional services provided included, vegetation monitoring, roadside mowing, hydrology restoration (culvert and ditch plug installation)

Dates of Experience: 2012 – 2017

Contact: Jason Martin (334) 319-5817

Value: \$200,000.00

#### **EXPERIENCE #3:**

Was under hire by Northwest Florida Water Management District via purchase order for work on LCMB. Performed prescribed fire on Lafayette Creek Mitigation Bank to include fireline installation, prescribed fire plan development, ignition, holding and mop up and fire effects documentation. Dates of Experience: 2016 – 2016

Contact: Tyler MacMillan (850) 539-5999

Value: \$30,000.00

#### **EXPERIENCE #4:**

Was under contract by City of Panama City Beach to manage Conservation Park's prescribed fire services. Work included prescribed fire implementation to help City build a sustainable prescribed fire program. Work included a turn key prescribed fire service from line installation to ignition and monitoring.

Dates of Experience: 2012 – 2016

Contact: Al Shortt (850) 258-4231

Value: \$100,000.00

#### **EXPERIENCE #5:**

Under contract by Northwest Florida Water Management District. Services included prescribed fire implementation to help NFWFMD build a sustainable prescribed fire program. Work included a turn key prescribed fire service from line installation to ignition and monitoring

Dates of Experience: 2011 – 2014

Contact: Tyler MacMillan (850) 539-5999

Value: \$450,000.

# CHARLEY TOPPINO & SONS, INC.

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

## Qualifications

### Self-Performed Burn Projects:

1. **MONROE COUNTY: Hurricane Georges**
  - BURNED VEGETATIVE DEBRIS FROM HURRICANE GEORGES IN 1998
  - 45,000 YARDS BURNED
  - BURNED AT CHARLEY TOPPINO & SONS YARD
  
2. **CITY OF KEY WEST: Hurricane Georges**
  - BURNED VEGETATIVE DEBRIS FROM HURRICANE GEORGES IN 1998
  - 55,000 YARDS BURNED
  - BURNED AT CHARLEY TOPPINO & SONS YARD
  
3. **CONQUISTADOR DORADO JV: US NAVY**
  - BURN VEGETATIVE DEBRIS HAULED FROM NAS KEYWEST
  - 25,000 YARDS BURNED
  - WORK PERFORMED FROM AUGUST 2012 TO JULY 2013
  - DEBRIS BURNED AT CHARLEY TOPPINO & SONS YARD  
N 24°, 36', 14.8", W 81°, 40', 16.6"
  - OWNER- US NAVY, NAVFAC SE, 904-542-6633
  
4. **ARMY CORPS OF ENGINEERS: Hurricane Andrew**
  - HAULED AND GRINDED DEBRIS AFTER HURRICANE ANDREW IN MIAM-DADE COUNTY



Kevin Carter  
Attack-One Fire Management Services, Inc.  
P.O. Box 221, Crawfordville, Florida 32326  
Office Number: (850) 926-6534  
Fax Number: (850) 926-6529  
Email: [Kevin@attack-one.com](mailto:Kevin@attack-one.com)

**Hurricane Irma – Vegetative Debris Burn: RFP 003-18, addendums #1 and #2,  
102,024 cubic yards**

**Resume/Qualifications**

**Kevin Carter – President / Fire Management Officer**

Mr. Carter has been involved in the Fire Service since 1988 as a volunteer and currently serves as a Lieutenant / EMT with the Tallahassee Fire Department. Prior to working for the Tallahassee Fire Department Mr. Carter began his forestry career working for the United States Forest Service as a Forestry Technician on the Apalachicola National Forest (1995-1999). During his time with the Forest Service Mr. Carter worked on the Prescribed Fire Crew as an Ignition and Holding Specialist, Wildland Engine Crew member and conducted numerous other forestry related activities. After Mr. Carter's departure from the Forest Service he founded Attack-One Fire Management Services in 2000 as a sole proprietorship with the company's primary mission of contract wildland fire suppression. As the company continued to grow Attack-One Fire Management Services, Inc. was formed in 2003. Mr. Carter serves as the President / Fire Management Officer (FMO) of Attack-One and is responsible for the overall activities of the company. Mr. Carter is responsible for the fuel management prescription development and has the final review for all prescribed fire and hazardous fuel reduction prescriptions. In 1999-2001, Mr. Carter served as the Director for Fire Control and Disaster Management a prescribed fire company contracted by St. Joe Timberland. Mr. Carter has managed in excess of 79 prescribed fires totaling more than 10,000 acres in some of the most difficult urban interface areas and supported countless other prescribed fire projects.

**Formal Education:**

- University of Florida - Forest Stewardship and Tree / Plant Identification Course
- Tallahassee Community College - Emergency Medical Services Degree (EMT)
- Hillsborough Community College - Prescribed Fire Manager Training Program
- Florida State Fire College - Florida Certificate of Compliance (Firefighter 1)
- University of Columbus - Prescribed Fire Manager Certification Program
- Penn Foster University - Forestry and Wildlife Conservation Certificate
- Florida State Fire College - Wildland Urban Interface Program

**Wildland and Prescribed Fire Training:**

- G-400 Advanced Incident Command System Command & General Staff
- IS-0200 ICS for Single Resources and Initial Action Incidents
- IS-700 National Incident Management System (NIMS)
- I-100 Introduction to Incident Command System

- S-190 Introduction to Wildland Fire Behavior
- S-290 Intermediate Wildland Fire Behavior
- Rx410 Smoke Management Techniques
- IS-0800 National Response Plan (NRP)
- S-330 Task Force / Strike Team Leader
- I-220 Basic Incident Command System
- S-231 Engine Boss (Single Resource)
- L-180 Human Factors on the Fireline
- S-212 Wildfire Power Saw Instructor
- S-230 Crew Boss (Single Resource)
- FSFC 925 Forestry Urban Interface
- Incident Command System 101

**Wildland and Prescribed Fire Training *Continued*:**

- Q-318 Fire Service Supervision
- S-130 / S-190 Train the Trainer
- S-270 Basic Air Operations
- I-339 Division Supervisor
- S-130 Firefighter Training
- Standards for Survival
- I-401 Safety Officer

Mr. Carter has attended numerous training programs in Wildland Urban Interface and holds multiple certificates in Prescribed Fire, Air Operations, Fire Tactics and Operations and the Incident Command System.

**National and State Certifications are listed below:**

- State Certified Prescribed Fire Manager; Florida, Georgia, and Alabama
- National Wildfire Coordinating Group Certified Wildland Fire Instructor I
- Florida State Certified Emergency Medical Technician
- National Board Certified Fire Service Instructor I
- National Board Certified Fire Service Officer 1
- Certified Wildland Firefighter (Type 1 and 2)
- Florida State Certified Structural Firefighter
- Wildland Power saw Technician (Class A)
- Incident Commander Type 5 (ICT5)
- Strike Team Leader (STEN)
- Engine Boss (ENGB)
- Dozer Boss (DOZB)
- Firing Boss (FIRB)
- Gyro-Trac Operator
- Dozer Operator

**Organizational Memberships:**

- North and Central Florida, Alabama and Georgia Prescribed Fire Council

- National Wildfire Suppression Association (Region 8 Chairperson)
- IAFF (International Association of Firefighters)
- International Association of Wildland Fire
- Association for Fire Ecology

## Minority Business Qualifications

As of 2016 Attack-One Fire Management is registered as a Florida Certified Minority Business.



**TRENCH BURNER**

***An Environmentally Friendly Alternative to Grinding***

**Benefits:**

- *Low capital investment*
- *High mass reduction: 98% waste reduction (100 tons of wood = 2 tons ash)*
- *High through-put: 10+ tons per hour*
- *Dramatically reduced operating costs when compared to grinding & trucking*
- *Environmentally friendly. Exceeds US EPA regulations for Air Curtain Incinerators*
- *Ash can be used as a soil additive*
- *One operator can monitor and load multiple trench burners*

**AIR BURNERS, INC.**

4390 SW Cargo Way • Palm City, Florida 34990 • 888-566-3900 • 772-220-7303  
sales@airburners.com • www.AirBurners.com

## TRENCH BURNER

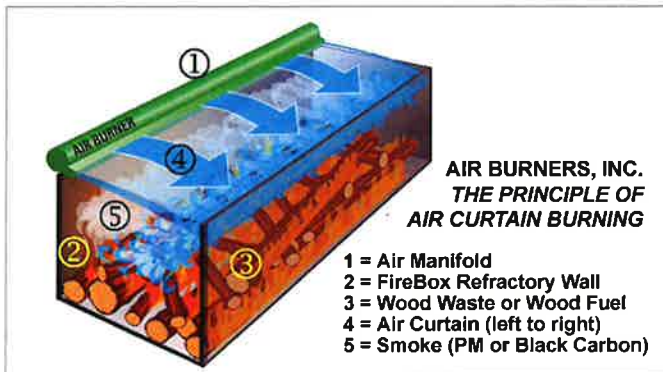
### Cost Comparison Example (100 Tons of Wood Waste)

	T-300 Air Curtain Burning	Chipping & Landfill Disposal	Direct Landfill Hauling & Disposal
<b>Cost of Machine</b>	\$41,947	\$220,000	-
<b>OPERATING COSTS</b>			
<b>Fuel Cost</b> (T-300: 10 hrs; Chipper: 6 hrs)	\$88	\$630	-
<b>Maintenance and Repairs</b> (T-300: \$0.60/hr; Chipper: \$16.00/hr)	\$6	\$96	-
<b>Hauling of Residual to Landfill</b> (50 Miles @ \$4.00/mile with 20-ton Dump Truck)	\$200 (1 load)	\$2,400 (12 loads)	\$5,000 (25 loads)
<b>Tipping Fees at Landfill</b> (\$30 per Ton)	\$90	\$2,940	\$3,000
<b>Total Disposal Cost for 100 Tons</b>	<b>\$384</b>	<b>\$6,066</b>	<b>\$8,000</b>

**NOTES:**

1. Chipper, approx. 400 HP, Diesel fuel consumption: approx. 30 gal/hr. Diesel fuel at \$3.50/gal.
2. Chipping process and chip handling produces large amounts of particulate matter (PM) in the form of wood dust that can cause serious illness in exposed workers. Wood dust is a proven carcinogenic (cancer-causing). Chipping losses, mostly in form of wood dust, are approximately 2% or 2 tons in this example. Only 98 tons of wood chips are deposited into the landfill.
3. Air Curtain Burner residual is 3 tons of ash, hauled by 1 truck, but is usually land-applied on site; Chipper residual yields no weight reduction, but does provide significant volume reduction. In this example, waste is hauled by at least 12 trucks, each carrying approximately 22 cubic yards or 5-6 tons.
4. The T-300 is a portable in-ground trench burner that can easily be moved with a standard 3/4 ton pick up truck. See [www.AirBurners.com](http://www.AirBurners.com)

### How the Air Curtain Burner works



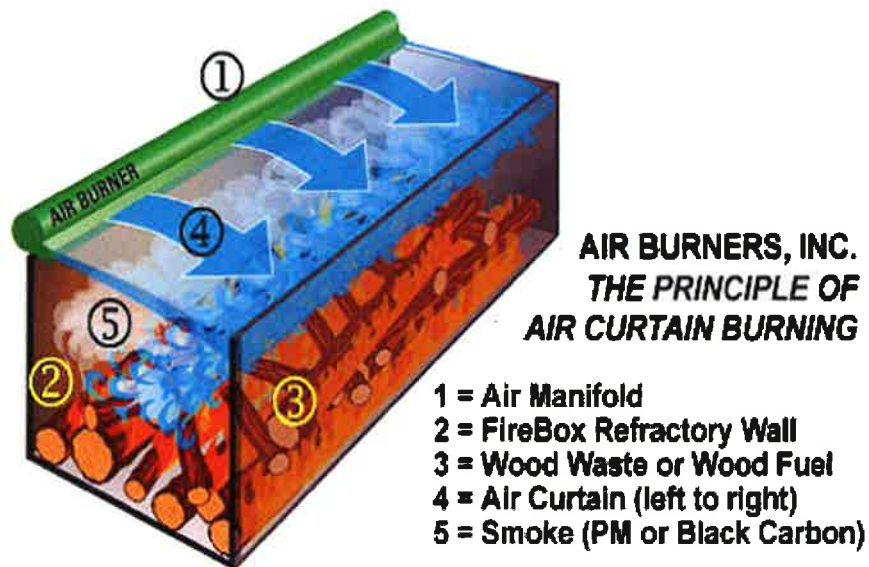
**AIR BURNERS, INC.**

4390 SW Cargo Way • Palm City, Florida 34990 • 888-566-3900 • 772-220-7303  
[sales@airburners.com](mailto:sales@airburners.com) • [www.AirBurners.com](http://www.AirBurners.com)

Air Curtain Burners, also called FireBoxes, were designed principally as a pollution control device. The primary objective of an air curtain machine is to reduce the particulate matter (PM) or smoke, which results from burning clean wood waste. It is sometimes hard to visualize without seeing a machine in operation, but the machines do not burn anything, rather they control the results of something burning.

You could look at it as a pollution control device for open burning. Clean wood waste is loaded into the FireBox, and an accelerant such as Diesel fuel is poured onto the wood and the pile is ignited. This is very similar to starting a campfire. The air curtain is not engaged until the fire has grown in strength or the air curtain may blow the fire out. Once the fire has reached suitable strength, usually in 15 to 20 minutes, the air curtain is engaged. The air curtain then runs at steady state throughout the burn operation and the waste wood is loaded at a rate consistent with the rate of burn. Our smallest machine will burn at a rate of 1 to 2 ton per hour, our largest machine can burn in excess of 10 tons per hour.

### **The Principle**



The purpose of the air curtain is to stall or slow down the smoke particles on their way out of the FireBox. In doing this the particles are subjected to the highest temperatures in the FireBox. Stalling the smoke particles in this region just under the air curtain causes them to re-burn, further reducing their size to an acceptable limit. The result is a very clean burn with opacities well under 10% per EPA Method 9 Testing (as compared to open burning which typically can run at 80% to 100% opacity).

## Operation

The picture to the right shows an Air Burners FireBox S-327 completely full and burning while in the background a pile of wood is open burned.

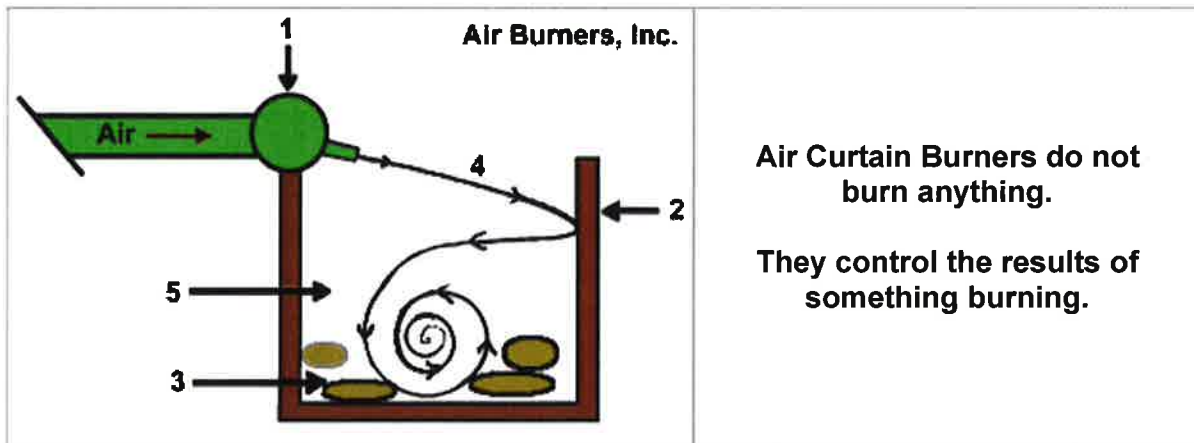
The wood pile that is open burning, continued to burn for several days. That entire pile could have been eliminated with the FireBox in less than 2 hours.

For proper operation, the air curtain machine

has to be designed to provide a curtain of air over the fire that has a mass flow and velocity that are in balance with the potential mass flow and velocity of the burning wood waste. If the air curtain velocity is too high, the FireBox can become over pressurized and over agitated. The higher pressure will lift the curtain and cause it to become ineffective. The over-agitation will cause embers and ash to be blown out of the FireBox or pit past the ineffective air curtain at a significantly higher rate than normal. If the mass flow of the curtain is too low then the unburned particles (smoke) will penetrate the curtain on the high velocity of the hot gasses being generated from the burning wood.







### **"The Wood Waste is the Fuel"**

- 1 Air curtain machine manifold and nozzles directing high velocity air flow over and into refractory lined fire box or earthen trench.
- 2 Refractory lined wall as on the S-Series machines, or earthen wall as used with the T-Series trench burners.
- 3 Wood waste material to be burned.
- 4 Initial airflow forms a high velocity "air curtain" over fire.
- 5 Continued air flow over-oxygenates the fire keeping temperatures high. Higher temperatures provide near 100% combustion efficiency and that results in a cleaner and more complete burn.

**See 70 sec. Streaming Video Clip of an operating FireBox here:** <http://www.airburners.com/video/s217video.html>

### **RECYCLING**

The ash from typical wood waste is a very useful soil additive and as such offers a commodity that can be marketed to plant nurseries, farms, etc. as a potting soil additive. Recycling our resources is not only socially and politically imperative, but it often reaps the additional benefit of tax incentives or tax credits. Solid waste landfills are diminishing rapidly, and

permits are difficult to secure for new sites. The Air Burners System provides an affordable and environmentally sound alternative to grinding and the indiscriminate depositing of woody debris into landfills.

---

### Related Reports

**Disposal of Woody Debris by Fire** with perfect combustion efficiency releases no Black Carbon and virtually only Biogenic CO<sub>2</sub>, making this process carbon neutral. CLICK HERE: [www.stopblackcarbon.com](http://www.stopblackcarbon.com)

**Air Curtain Burner vs. Wood Grinder - Disposal of Wood Waste**  
A Comparison of Critical Emissions and Basic Economic Parameters from Two Disposal Methods CLICK HERE: [www.woodwasteburner.com](http://www.woodwasteburner.com)

**Disposal of Trees Affected by the Pine Beetle - The Dilemma and why Air Curtain Burners Should Be Used.** CLICK HERE: [www.forestwellness.com](http://www.forestwellness.com)

#### To our clients: Do you need permitting help?

As our machines are pollution control devices to make open burning of vegetative (wood) waste cleaner and as they are not incinerators, usually an "open- burn permit" from the local Fire Marshal or Forest Service Office will suffice.  
If you need help, contact us by [email](mailto:info@airburners.com).

#### To State Air Quality Permitting Officers:

Please, [email](mailto:info@airburners.com) us should you wish to receive emissions data on our machines or any other regulatory compliance related information.

Thank you.

### **AIR BURNERS, INC.**

4390 Cargo Way  
Palm City, FL 34990  
772-220-7303

Email

[info@airburners.com](mailto:info@airburners.com)

Home Page

[www.airburners.com](http://www.airburners.com)

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

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

Comments:

This document must be prominently displayed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)

PO BOX 787

KEY WEST FL 33041

Doc# 1800023997 Date: 10/03/17  
Lic Nbr: 18-00023997  
Class: CONTRACTOR - REG GENERAL  
Amount: \$325.00  
Total: \$325.00  
Tax: \$325.00  
City: KEY WEST  
County: MONROE  
State: FL  
Zip: 33041



# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License Certificate of Competency

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

Business Name TOPPINO EDWARD CtLNbr:0024610  
 Location Addr MM 8 1/2 ROCKLAND KEY  
 Lic NBR/Class 19-00030287 COMPETENCY CARD  
 Issue Date: October 03, 2017 **Expiration Date:**September 30, 2019  
 License Fee \$15.00  
 Add. Charges \$0.00  
 Penalty \$0.00  
 Total \$15.00

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

TOPPINO EDWARD  
 PO BOX 787  
 KEY WEST FL 33040

DEPT: PERMITS  
 DATE: 10/03/17 01:30:57  
 OF 2019 30287  
 LIC OCCASIONAL RENEWAL  
 TRANS NUMBER: 3115159  
 OR CHECK: 71537  
 TRANS DATE: 10/03/17 TIME: 14:44:33



# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License Certificate of Competency

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

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

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

TOPPINO EDWARD  
PO BOX 787

KEY WEST FL 33040

OPER: KEY WEST  
DATE: 10/03/17  
2017  
OF LIC OCCUPATIONAL PERMIT  
TRANS NUMBER:  
BY: TPEP  
Trans date: 10/03/17



# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License Certificate of Competency

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

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

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

TOPPINO, FRANK  
PO BOX 787

KEY WEST FL 33040

Open: WE MAKE Types: 00 Drawn: 281  
 Date: 10/03/17 FI Page: 1 of 1 of 1  
 OF LIC OCCUPATION FEE: 15.00  
 Frame Number: 100001  
 OK (PLU) Issue 10/03/17  
 This date: 10/03/17 Time: 14:35:38



# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License Certificate of Competency

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

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

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

TOPPINO FRANK (ENG)  
P.O. BOX 787  
KEY WEST FL 33041

Open: REMOVED  
Date: 11/08/17 51  
2019 30000  
OF LIC OCCUPATIONAL MEDICAL  
1.00  
Trans Number: 7153F  
CA CHECK: 12/1/17  
Trans date: 11/08/17 11:01:35:36

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

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

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

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

Employees 70

COMP CARD: ENG I 131A /GC 152A

STATE LICENSE: CGC1518488

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

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

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

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

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

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

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

Employees 70

COMP CARD: ENG I 131A /GC 15

STATE LICENSE: CGC1518488

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

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





STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783


(850) 487-1395

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

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RG0045369 ISSUED 07/06/2017

REGISTERED GENERAL CONTRACTOR  
TOPPINO, FRANK P  
CHARLEY TOPPINO & SONS INC  
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

HAS REGISTERED under the provisions of Ch.489 FS.  
Expiration date : AUG 31, 2019 L1707060000534

DETACH HERE

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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

<b>LICENSE NUMBER</b>	
RG0045369	

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

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

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



ISSUED: 07/06/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1707060000534