

RESOLUTION NO. 09-335

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE AWARD OF BID # ST 0902 TO CHARLEY TOPPINO AND SONS IN THE AMOUNT OF \$1,998,385.68 FOR CONSTRUCTION OF 10 STORMWATER GRAVITY WELLS PHASE V; AUTHORIZING APPROPRIATE BUDGET TRANSFERS TO FUND PROJECT; PROVIDING FOR AN EFFECTIVE DATE**

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

Section 1: That the attached bid in response to BID # ST 0902 from Charley Toppino and Sons in the amount of \$1,998,385.68 for the construction of 10 stormwater gravity wells is hereby accepted.

Section 2: The City Manager is hereby authorized to execute the appropriate budget transfers to fund the project.

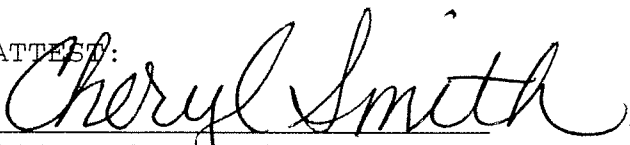
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.


Passed and adopted by the City Commission at a meeting held this 15 day of December, 2009.

Authenticated by the presiding officer and Clerk of the Commission on December 16, 2009.

Filed with the Clerk December 16, 2009.

ATTEST:

  
CHERYL SMITH, CITY CLERK

  
CRAIG CATES, MAYOR



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  
Gary W. Bowman, General Services Director

**FROM:** Jay Gewin, Utilities Manager

**DATE:** November 6, 2009

**SUBJECT:** **Awarding the Bid of Charley Toppino and Sons in the Amount of \$1,998,385.68 for Construction of 10 Stormwater Gravity Wells. Authorizing Appropriate Budget Transfers to Fund Project.**

**ACTION STATEMENT:**

This resolution will approve the low bid of \$1,998,385.68 from Charley Toppino and Sons to construct 10 stormwater gravity wells for the Stormwater Gravity Well Phase V project.

The City will be reimbursed for 65% of this project from US Army Corps of Engineers funding that was expedited through stimulus legislation. The resolution will also authorize appropriate budget transfers to accommodate the project.

**BACKGROUND:**

The City developed a Long Range Storm Water Utility Plan to address areas of local flooding, standing water (puddling), and flood control measures and pollution control devices. The City's Storm Water Utility fee helps to alleviate the cost of implementing new projects and maintaining stormwater systems.

The City has prioritized the need for additional wells, and the Gravity Well V project proposes the following gravity wells be installed:

1. Intersection of Emma Street and Truman Avenue
2. Intersection of Florida Street and Newton Street
3. Intersection of Washington Street and William Street
4. Intersection of Margaret St. & Eaton St.
5. Intersection of 2nd Ave. & Staples Ave.
6. Intersection of Caroline St. & Elizabeth St.
7. Intersection of Harriett Ave. & 15<sup>th</sup> St.
8. Intersection of Von Phister St. & George St.
9. Intersection of Von Phister St. and Ashby St.
10. Intersection of William St. and Catherine St./Louisa St.

The City Commission approved a task order from Perez Engineering & Development for the design of these wells at its July 20, 2009 meeting. (Resolution 09-181) This task order also included construction administration services.

Nearshore water quality improvements and minimizing the number of beach closures continues to be a priority. This project is expected to reduce discharges from nearshore stormwater outfalls and greatly reduce the amount of sediment discharged from the City's storm system into the nearshore waters, providing treatment to the stormwater prior to discharge.

#### **PURPOSE & JUSTIFICATION:**

The anticipated environmental results include reducing potential health risks to beach bathers by eliminating or reducing stormwater discharges to nearshore waters which may carry bacterial contamination. The project is also expected to aid in the protection of the aquatic resources in the nearshore waters by eliminating or reducing stormwater discharges that contain nutrients, metals, hydro-carbons, and other stormwater pollutants. Additionally, the gravity wells will help mitigate flooding in the neighborhoods where they are constructed.

The City must demonstrate we are committed to implement and ready to construct drainage improvements in order to obtain the greatest amount of state and federal grant funds. To expedite implementation and to maximize use of the stormwater utility fees collected, receipt of grant funds is extremely critical. Army Corps of Engineers stimulus funding will reimburse the City for 65% of the costs of this project.

Bids for the project were opened on November 18, 2009. Charley Toppino and Sons was the lowest bidder at \$1,998,385.68.

#### **OPTIONS:**

1. Approve the contract authorizing the low bid to construct the Stormwater Gravity Well Phase V project. This will allow City to implement this stormwater project on an accelerated basis, and gives the City the best opportunity to utilize as much grant money as possible.

2. The City can decline the bids received and reissue the Invitation to Bid, or place the project on hold until the City decides it is ready to proceed with the project. The grants received for this project have deadlines associated with them, and delays could jeopardize these funds. This option will forego potential improvements to mitigate neighborhood flooding and improve nearshore water quality.

**FINANCIAL IMPACT:**

The fees for this project will be funded through stormwater budget line item 402-3802-538-65. The Gravity Well V project is included in the FY 2010 stormwater capital improvement plan (Project # ST 0902).

The Army Corps of Engineers will reimburse the City for 65% of the cost of this project through federal funding that was expedited through the stimulus legislation. . The City will pay the remaining share.

Funds for this project are budgeted as follows:

ACOE Grant (65%).....	\$1,298,950.69
City Stormwater Utility Funds (35%)(account # 402 3802 538 65).....	<u>\$ 699,434.99</u>
 Total	 \$1,998,385.68


The City will seek reimbursement from the Army Corps, as often as once a month, as the project progresses. If the Army Corps determines the project will not be completed by the September 2010 deadline, the remaining funds may be shifted to another recipient (Another City or Monroe County) and the balance of funding lost by the City. The Army Corps will base this determination on progress made throughout the project and the work remaining until project completion relative to the September 2010 deadline.

In the event the City is unable to complete the project, repayment of funding received to date will not be required. This has been confirmed by the Army Corps. However, the remaining costs associated with the project will no longer be funded by the Army Corps on a 65%/35% basis resulting in the City funding 100% of the remaining project costs.

**RECOMMENDATION:**

The staff recommends option # 1, that the City awards the construction contract to the low bid of \$1,998,385.68 from Charley Toppino and Sons, and authorize budget transfers so that we may proceed with the Stormwater Gravity Well Phase V project.

# INTEROFFICE MEMORANDUM

To: Gary Bowman, General Services Director  
CC: Carolyn Sheldon, Grants Administrator  
Sue Snider, Purchasing  
From: Cheri Smith, City Clerk   
Date: November 18, 2009  
Subject: **GRAVITY INJECTION WELLS PHASE V; Bid # ST 0902**

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Attached for your review is a copy of the bid opened Wednesday, November 18, 2009 at 3:00 p.m. in response to the above referenced project.

- |    |   |        |                |
|----|---|--------|----------------|
| 1. | Douglas N. Higgins, Inc.<br>3390 Travis Pointe Road, Suite A<br>Ann Arbor, MI 48108 | Total: | \$2,376,070.00 |
| 2. | Charlie Toppino and Sons, Inc.<br>P O Box 787<br>Key West, FL 33041                 | Total: | \$1,998,385.68 |

CS/sph

Bid ST 0902 Gravity Injection Wells Phase 5



**PEREZ ENGINEERING**  
**& DEVELOPMENT, INC**

November 19, 2009

Mr. Gary Bowman  
 City of Key West General Services Director  
 525 Angela Street  
 Key West, Fl. 33040

**RE: Gravity Injection Wells – Phase V Bid Review**

Dear Gary:

The following Bids were opened for the above referenced project on November 18, 2009. **Charlie Toppino & Sons** was the low bidder with a Total bid of **\$1,998,385.68**; the following is a summary of the bids:

City of Key West  
 Gravity Injection Well Project - Phase V  
 Bid Opening Results  
 11-18-2009

	Bidder	Base SCH	Allowance	Grand Total	
1	Charley Toppino & Sons	\$1,798,385.68	\$200,000.00	\$1,998,385.68	
2	D.N. Higgins	\$2,280,470.00	\$200,000.00	\$2,480,470.00	Corrected*

Based on the lowest responsive bid and past work performance for the City on similar projects, we recommend awarding the contract to **Charlie Toppino & Sons**.

If you have any questions or need additional information please give me a call.

Sincerely,

Richard Evans.  
 C.M

**Key West Office:**

1010 Kennedy Dr. Suite 400 • Key West, Florida 33040  
 tel: (305) 293-9440 Fax: (305)296-0243

**Tampa Office:**

Concourse Center IV • 3507 East Frontage Road, Suite 140 • Tampa, Florida 33607-7013  
 tel:(813) 579-1616 • Fax: (813) 288-0710

**City of Key West**  
**Gravity Injection Well Project - Phase V**  
**Bid Opening Results**  
**11-18-2009**

	<b>Bidder</b>	<b>Base SCH</b>	<b>Allowance</b>	<b>Grand Total</b>	
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2	D.N. Higgins	\$2,280,470.00	\$200,000.00	\$2,480,470.00	Corrected*

BID SCHEDULEGW-5 BID TABS

Item	Quantity	Charlie Toppino & Sons			DN Higgins	
		Unit Price	Total	Unit Price	Total	
1 Performance and Payment Bonds	1	23,760.00	\$23,760.00	30,000.00	\$30,000.00	
2A Mobilization	1	6,000.00	\$6,000.00	50,000.00	\$50,000.00	
2B Demobilization	1	1,200.00	\$1,200.00	30,000.00	\$30,000.00	
2C General Conditions	1	42,435.00	\$42,435.00	150,000.00	\$150,000.00	
2D MOT	1	10,800.00	\$10,800.00	14,000.00	\$14,000.00	
2E Certified AutoCAD As-Builts / Surveyor	1	12,000.00	\$12,000.00	20,000.00	\$20,000.00	
<b>3 TRENCH EXCAVATION, BACKFILL, STORM PIPE</b>						
3A STORM PIPE: 18" (0-6 FEET DEEP)	200	186.26	\$37,252.00	80.00	\$16,000.00	
3B STORM PIPE: 18" (6-10 FEET DEEP)	940	244.95	\$230,253.00	125.00	\$117,500.00	
3C STORM PIPE: 18" (10-12 FEET DEEP)	100	192.47	\$19,247.00	126.00	\$12,600.00	
3D STORM PIPE: 24" (0-6 FEET DEEP)	80	209.62	\$16,769.60	80.00	\$8,400.00	
3E STORM PIPE: 24" (6-10 FEET DEEP)	400	218.13	\$87,252.00	400.00	\$160,000.00	
3F STORM PIPE: 24" (6-10 FEET DEEP)	260	209.94	\$54,584.40	160.00	\$41,600.00	
3G DEWATERING	10	2,000.00	\$20,000.00	10,000.00	\$100,000.00	
3H TRENCH SAFETY ACT COMPLIANCE	2500	1.20	\$3,000.00	1.00	\$2,500.00	
3I TRENCH SAFETY SPECIAL SHORING	1	100.00	\$100.00	20,000.00	\$20,000.00	
<b>4 PAVEMENT</b>						
4a PAVEMENT RESTORATION F CURB	1500	62.00	\$93,000.00	40.00	\$60,000.00	
4b PAVEMENT REPLACEMENT OVER TRENCHES	3000	40.00	\$120,000.00	39.00	\$117,000.00	
<b>5 Temp Pavement 20 Mils Striping</b>						
5a Stop Bars	30	60.00	\$1,800.00	45.00	\$1,350.00	
5B *STOP* (WORD)	30	120.00	\$3,600.00	40.00	\$1,200.00	
<b>6 Final Pavement 70 MILS Thermoplastic Striping</b>						
6A Stop Bars	30	69.00	\$2,070.00	110.00	\$3,300.00	
6B *STOP* (WORD)	30	69.00	\$2,070.00	70.00	\$2,100.00	
6C Double Yellow Lines	2000	2.30	\$4,600.00	1.00	\$2,000.00	
<b>7 CONCRETE</b>						
7A Side walk restoration (4" depth)	8150	5.44	\$44,336.00	10.00	\$81,500.00	
7B Driveway Restoration (6" depth)	2500	0.25	\$625.00	11.00	\$27,500.00	
7C Curb Restoration (FDOT Type D)	75	20.00	\$1,500.00	36.00	\$2,700.00	
7D Curb Restoration (FDOT Type F)	1775	15.61	\$27,707.75	42.00	\$74,650.00	
7E Drop Curb (FDOT mod 300)	400	10.00	\$4,000.00	60.00	\$24,000.00	
7F Clean out Box (per city requirements)	20	240.00	\$4,800.00	160.00	\$3,200.00	
7G Water Meter Box replacement (per FCAA requirements)	20	420.00	\$8,400.00	110.00	\$2,200.00	
<b>8 CATCH BASINS &amp; INLETS</b>						
8A FDOT TYPE 5: (0-6 FEET DEEP)	5	\$2,451.53	\$12,257.65	2,700.00	\$13,500.00	
8B FDOT TYPE 5: (0-6 FEET DEEP)	9	\$2,827.05	\$25,443.45	3,200.00	\$28,800.00	
8C FDOT TYPE 6: (0-6 FEET DEEP)	12	\$2,909.27	\$34,911.24	2,700.00	\$32,400.00	
8D FDOT G BOTTOM INLETS: (0-6 FEET DEEP)	12	\$2,265.50	\$27,186.00	2,400.00	\$25,600.00	
8E FDOT G BOTTOM INLETS: (0-6 FEET DEEP)	10	\$2,265.50	\$22,655.00	7,900.00	\$79,000.00	
8F FDOT D BOTTOM INLETS: (0-6 FEET DEEP)	2	\$2,614.64	\$5,229.28	5,800.00	\$11,600.00	
8G FDOT D BOTTOM INLETS: (0-6 FEET DEEP)	2	\$2,961.25	\$5,922.50	5,900.00	\$11,800.00	
<b>9 REMOVAL / DISPOSAL EXISTING INLETS / GROUT SHALLOW WELLS</b>						
9 ALL TYPES	6	250.00	\$1,500.00	200.00	\$1,200.00	
9 SHALLOW WELLS GROUT	6	500.00	\$3,000.00	300.00	\$1,800.00	
<b>10 STORMWATER MANHOLES</b>						
10 CONFLICT MANHOLE: STANDARD 6 FOOT Complete	1	5,411.79	\$5,411.79	4,000.00	\$4,000.00	
10 STORMWATER MANHOLES	6	5,756.79	\$34,540.74	3,700.00	\$22,200.00	
10 SEWERMANHOLE	1	5,411.79	\$5,411.79	7,400.00	\$7,400.00	
10 SEWERMANHOLE LINER REPAIR	1	5,411.79	\$5,411.79	2,700.00	\$2,700.00	
<b>11 ADJUSTMENT &amp; CONNECTIONS</b>						
11A WATERLINE RELOCATION (4" TO 6")	15	5,141.46	\$77,121.90	1,400.00	\$21,000.00	
11B WATERLINE RELOCATION (10" TO 12")	1	5,735.62	\$5,735.62	4,500.00	\$4,500.00	
11C CONNECTION TO EXISTING STORM	1	1,800.00	\$1,800.00	2,000.00	\$2,000.00	
11D SEWER FM	1	5,000.00	\$5,000.00	2,500.00	\$2,500.00	
<b>12 INJECTION WELLS: 24" SCH 80 PVC, TRI CHMB, 90'</b>						
12A > 10 Feet deep	10	62,323.11	\$623,231.10	71,000.00	\$710,000.00	
12B Well testing	10	1,992.00	\$19,920.00	3,000.00	\$30,000.00	
<b>13 FINISH GRADING &amp; GRASSING</b>						
13A SOG	2500	4.00	\$10,000.00	0.70	\$1,750.00	
13B Pea Stone (3" depth)	500	3.00	\$1,500.00	1.00	\$500.00	
14 PIPE ZONE GEOTEXTILE FABRIC	6500	5.00	\$27,500.00	3.00	\$16,500.00	
15 FOUNDATION STABILIZATION	100	10.00	\$1,000.00	60.00	\$6,000.00	
16 CUT & CAP GROUT EXISTING STORM PIPE	200	25.00	\$5,000.00	53.00	\$10,600.00	
17 Brick Pavers with ADAAG Detectable Warning System	600	10.00	\$6,000.00	45.00	\$27,000.00	
18 PRE-DIG FOR UTILITY LOCATION	2	2,000.00	\$4,000.00	350.00	\$700.00	
19 HYDROSTATIC TESTING OF PIPES & STRUCTURES	10	1,500.00	\$15,000.00	1,000.00	\$10,000.00	
20 SIGN REMOVAL AND REINSTALLATION	40	100.00	\$4,000.00	70.00	\$2,800.00	
21 TRANSPLANT EXISTING TREE < 10' DIA.	1	750.00	\$750.00	500.00	\$500.00	
22 PLANT NEW TREE OVER 10' DIA	1	1,200.00	\$1,200.00	500.00	\$500.00	
23 TRANSPLANT EXISTING TREE > 10' DIA	1	750.00	\$750.00	500.00	\$500.00	
24 PLANT NEW TREE > 10' DIA	1	2,400.00	\$2,400.00	800.00	\$800.00	
25 TREE REMOVAL < 10' DIA	1	600.00	\$600.00	500.00	\$500.00	
26 TREE REMOVAL > 10' DIA	1	1,200.00	\$1,200.00	500.00	\$500.00	
27 EXPLTRATION TRENCH	112	108.34	\$12,134.08	85.00	\$9,520.00	
28 ROOF SUPPORT	1	500.00	\$500.00	3,400.00	\$3,400.00	
<b>Base Total</b>			<b>\$1,798,385.68</b>		<b>\$2,280,470.00</b>	
		Allowance	200,000		200,000	
		<b>Total BID (Bid and Allowance)</b>	<b>\$1,998,385.68</b>		<b>\$2,480,470.00</b>	
		ADD ALT				
1 SUBGRADE	200	10.00	\$2,000.00	60.00	\$12,000.00	



**NOTE TO BIDDER: Use BLACK ink for completing this BID form.**

**BID**

To: The City of Key West  
Address: 525 Angela Street, Key West, Florida 33040  
Project Title: Gravity Injection Wells Phase V  
Project No.: ST -0902

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

Name:     Cassandra Umberto Cox      
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 BID are those named herein, that this BID is, in all respects, fair and without fraud, that it is made without collusion with any official of the CITY, and that the BID 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 BID is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

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

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

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the CITY 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 CITY, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work as soon as possible after the date of the Notice to Proceed and to fully complete the construction of the ten (10) wells August 15, 2010 and complete all work under this contract within 200 calendar days.

This Contract will automatically expire and be terminated on final acceptance by the CITY.

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, 2, 3, 4, 5, 6

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his BID(s) includes all impacts resulting from said addenda.

### SALES AND USE TAXES

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

### GRANT REQUIREMENTS

The CONTRACTOR shall assist the grants administrator in meeting the reporting requirements set forth in Section 1512 and all other applicable provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), also referred to as the Recovery Act, by providing information requested by the grants administrator in a timely manner. Other applicable provisions include (but are not limited to) Section 1605 Buy America and Section 1606 Davis-Bacon Prevailing Wage Rates.

ADDENDUM # NO. 1  
STORMWATER GRAVITY INJECTION WELLS PHASE V

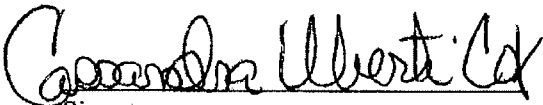
To All Bidders:

The following change is hereby made a part of Key West Stormwater Gravity Injection Wells Phase V as fully as completely as if the same were fully set forth therein:

GW5 Drawings have been replaced with:

GW5 Drawings 1  
GW5 Drawings 2  
GW5 Drawings 3

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

  
Signature

CHARLEY TOPPINO & SONS, INC.

\_\_\_\_\_  
Name of Business

## ADDENDUM NO. 2

### For, GRAVITY INJECTION WELLS Phase V

#### ST 0902 Bid Documents

To All Bidders:

The following change is hereby made part of Gravity Injection Wells Phase V, as fully as completely as if the same were set forth therein:

- Delete the BID SCHEDULE 10 Gravity Injections Wells; Gravity Injection Well Phase V Storm systems and piping throughout Key West and replace it with the Revised Bid SCHEDULE Attached.
- Delete Sheet C-17 and replace with Attached Sheet-C-17
- Delete Sheet C-19 and replace with Sheet C-19
- General Notes:
  1. The Mandatory Pre-Bid Meeting was held on November 09, 2009, at 2:00 PM, The meeting Summary, Agenda and Grant Handout, minutes is Attached. The recording of the meeting is available by mail, upon request and shall be considered as part of the documents.
  2. The Well Driller will complete and submit for the permit for the Class V wells; the city will pay the cost of the permits and the advertisement required by FDEP.
  3. Bid package shall include the completed Well Drillers Certification as stated in the pre-bid meeting.
  4. Water tight ADA connections shall be provided for all pipe connections and pipe to storm-water structure connections as per the specifications.
  5. Pre-Bid resolution. The resolution is required for all contractors to review, understand, sign, and submit with the bid.
  6. The contractor shall plan for supplying and paying for a boom truck or crane to set the baffle boxes into the hole.
  7. Contractor shall use detail 12 on C-17 H-20 for all storm and sewer manholes, Detail 2 on sheet C-19 shall not be used for the installation of the sewer manhole frame and cover. This shall be included in the cost of installing the sewer manhole.
  8. Bid Item number 3 TRENCH EXCAVATION, BACKFILL AND STORM PIPE; Cost shall include the 24 inch ADS Modified Tee & Cover Detail #5 Sheet C-17, including the ring and cover and concrete collar.

9. Included Geotextile Detail #8 Sheet C-17 (attached)
10. Included Asphalt Repair detail #2 Sheet C-17 (attached)
11. The conformed documents page numbers will be reflective of the inclusion of the bid package and signed bonds and contracts and may change from the bid documents.
12. The Well specs and ADA revisions are in progress and will be in the next addendum.

- **Delete following from the Supplementary Conditions:**

~~ARTICLE 1.5. "CONTRACTOR"~~

~~Add the following: 1.5.2 "CONTRACTOR'S LIABILITY INSURANCE"~~

~~Provide Employer's Liability Insurance in an amount not less than \$1,000,000.~~

~~ARTICLE 1.5. "CONTRACTOR"~~

~~Add the following: 1.5.3 "CONTRACTOR'S LIABILITY INSURANCE"~~

- ~~A. Workers' Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employer's Liability with a limit of \$1,000,000 each accident.~~
- ~~B. Comprehensive General Liability: Coverage shall have a minimum limit of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations; Independent Contractors; Products and/or Completed Operations; Broad Form Property Damage, XCU and a Contractual Liability endorsement. Aggregate \$2,000,000.~~
- ~~C. Business Auto Liability: Shall have a minimum limit of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and property Damage Liability. This shall include: Owned Vehicles, Hired and Non Owned Vehicles and Employees Non-Ownership.~~
- ~~D. Excess/Umbrella Liability shall have minimum limits of \$3,000,000 per occurrence/aggregate.~~
- ~~E. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.~~
- ~~F. Certificates of insurance meeting the required insurance provisions shall be forwarded to Engineer, OWNER'S and Risk Management. A copy of Sample Form is attached.~~

**And Replace with the following:**

**"CONTRACTOR'S LIABILITY INSURANCE"**

Before commencing work as specified in the contract Contractor shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A:-VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Contractor and identify the agreement or contract number. **The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor. The Engineer of Record and Construction is to Added as additional insured.**

Contractor shall maintain limits no less than those stated below:

- A. **Worker's Compensation** – Statutory – in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.
- B. **Commercial General Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars for bodily injury and property damage. This insurance shall include the following coverage:
  - Premises-Operations
  - Broad Form Contractual Liability
  - Products and Completed Operations
  - Use of Independent Contractors and Subcontractors
  - Personal Injury
  - Broad Form Property Damage
- C. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverage:
  - Owned automobiles
  - Hired automobiles
  - Non-owned automobiles
- D. Excess/Umbrella Liability shall have a minimum limit of Two Million (\$2,000,000.00) per occurrence/aggregate.
- E. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements as is required of Contractor.
- F. Certificates of Insurance meeting the required insurance provisions shall be forwarded to Engineer, Owner's and Risk Management.

The following **Indemnification Agreement** shall be made a provision of the contract:

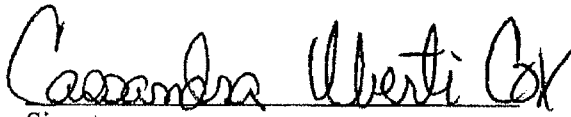
*Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the*

*Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. This shall not in anyway abrogate the City's right to the defense of sovereign immunity.*

In addition, it is understood if at any time any of the policies required by City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Contractor shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

Direct any request for Information to Richard Evans Perez Engineering; [revans@perezeng.com](mailto:revans@perezeng.com)

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

  
Signature

CHARLEY TOPPINO & SONS, INC.

\_\_\_\_\_  
Name of Business



CITY OF KEY WEST STORMWATER GRAVITY INJECTION WELLS V Pre-Bid Meeting  
11-09-09

1	Name	company	phone number	e-mail address
2	Charles Smith	Key West	305 768 9486	CASMITH@KEYWEST.CM
3	STEVEN GARONSA	City of K.W.	305-304-3930	SGARONSA@KEYWEST.CM
4	Paul R. Roberts	D.D. Higgins Inc	305-797-1014	dhrsg@keywest.com
5	JAMES BUENS	B&B BROTHERS DEL	254-214-4180	KELLYB@B&B.COM
6	PAUL TOPPINO	MARTIN TOPPINO SON	305 256 5600	Paul@toppinocom.com
7	Ray Martine	Shawby Engineering	305 777 1003	ray@shawbyengineering.com
8	Sebastian Bustos	CEB Construction Inc.	305-544440	joseph@sebastianbustos.com
9	Charles Delisi	AC Schultes of FLA	305-576-7262	cdelisi@jaffewells.com
10	<del>HA CONTRACTING</del>			
11	Leo Suayze	VA CONSTRUCTION	305-252-7118	MIAMI@VA.CONSTRUCTION
12	Russell Sickle	FL Key Well Drilling	305 481- <del>8888</del>	Russell.Sickle@keywell.com
13	Dore Kieckheaf	BAF Construction Group	305-396-6619	dore@baconstruction.com
14	Doy Gevin	City of KW	305 809 3905	jgevin@keywest.com
15	Carlynn Sheldon	City of KW	305-809-3741	csheldon@keywest.com
16	Rich Evans	Perez EWH	797-6081-	
17	DAVID FRANKS	City of KW	809-3902	
18				
19				
20				

## ADDENDUM NO. 3

For, GRAVITY INJECTION WELLS Phase V

ST 0902 Bid Documents

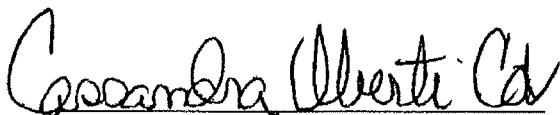
To All Bidders:

The following change is hereby made part of Gravity Injection Wells Phase V, as fully as completely as if the same were set forth therein:

1. The Well Driller shall submit for FDEP Class V Well Permits, within 10 days of the award, the approved permit shall be part of the contract documents.
2. Delete the following Sections and Replace with the attached sections
  - SECTION 01025 MEASUREMENT AND PAYMENT
  - SECTION 02581 DRILLING OF DRAINAGE WELLS
  - SECTION 02575 SURFACE RESTORATION
3. Delete the following drawings and replace with attached drawings
  - C-3
  - C-5
  - C-6
  - C-7
  - C-8
  - C-9

Direct any request for Information to Richard Evans Perez Engineering; [revans@perezeng.com](mailto:revans@perezeng.com)

All Bidders shall acknowledge receipt and acceptance of this Addendum No.3 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without the acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

CHARLEY TOPPING & SONS, INC.

\_\_\_\_\_  
Name of Business

ADDENDUM NO. 4

For, GRAVITY INJECTION WELLS Phase V

ST 0902 Bid Documents

To All Bidders:

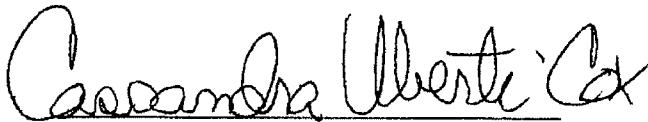
The following change is hereby made part of Gravity Injection Wells Phase V, as fully as completely as if the same were set forth therein:

1. Delete the following drawings and replace with attached drawings

- C-10
- C-11
- C-12
- C-13

Direct any request for Information to Richard Evans Perez Engineering; [revans@perezeng.com](mailto:revans@perezeng.com)

All Bidders shall acknowledge receipt and acceptance of this Addendum No.4 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without the acknowledgement or without this Addendum may be considered non-responsive.



Signature

CHARLEY TOPPINO & SONS, INC.

Name of Business

ADDENDUM NO. 5

For, GRAVITY INJECTION WELLS Phase V

ST 0902 Bid Documents

To All Bidders:

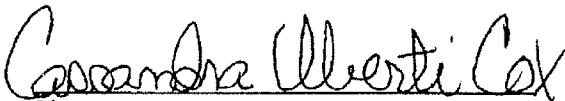
The following change is hereby made part of Gravity Injection Wells Phase V, as fully as completely as if the same were set forth therein:

1. Delete the following drawings and replace with attached drawings

- C-14
- C-15
- C-16
- C-18

Direct any request for Information to Richard Evans Perez Engineering; [revans@perezeng.com](mailto:revans@perezeng.com)

All Bidders shall acknowledge receipt and acceptance of this Addendum No.5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without the acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

CHARLEY TOPPINO & SONS, INC.

\_\_\_\_\_  
Name of Business

ADDENDUM NO. 6

For, GRAVITY INJECTION WELLS Phase V

ST 0902 Bid Documents


To All Bidders:

The following change is hereby made part of Gravity Injection Wells Phase V, as fully as completely as if the same were set forth therein:

- Delete the BID SCHEDULE 10 Gravity Injections Wells; Gravity Injection Well Phase V Storm systems and piping throughout Key West and replace it with the Revised Bid SCHEDULE Attached.
  - Reduced asphalt amount for 4b
  - Included cost item 27 for Exfiltration trench; cost shall be for complete construction as per the detail
  - Included cost item 28 for roof support for the bike shop building on the SW corner of Margaret and Eaton; cost shall be for complete system that the contractor may require to support the roof during any and every phase of construction; contractor shall be responsible for any damage to roof during construction and shall replace or repair any damage to the roof to the satisfaction of the property owner.
- Attached drawing C-11; in Addendum #4 mistakenly C-10 is repeated.
- Attached list of changes for Addendum 3-6 replacement sheets.
- Attached Exfiltration Trench detail.

Direct any request for Information to Richard Evans Perez Engineering; [revans@perezeng.com](mailto:revans@perezeng.com)

All Bidders shall acknowledge receipt and acceptance of this Addendum No.6 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without the acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

CHARLEY TOPPINO & SONS, INC.

\_\_\_\_\_  
Name of Business

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.

The intersection name is listed below.

1. Intersection of Emma Street and Truman Avenue
2. Intersection of Florida Street and Newton Street
3. Intersection of Washington Street and William Street
4. Intersection of Margaret & Eaton
5. Intersection of 2nd & Staples
6. Intersection of Caroline & Elizabeth
7. Intersection of Harriett & 15 <sup>th</sup>
8. Intersection of Von Phister & George
9. Intersection of Von Phister and Ashby
10. Intersection of William and Catherine/Louisa

**BID SCHEDULE 10 Gravity Injections Wells**  
**Gravity Injection Well Phase V Storm systems and piping throughout Key West**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt.</u>
<b>1. PERFORMANCE AND PAYMENT BONDS,</b>					
01	LS	\$	23,760.00	Twenty Three Thousand Seven Hundred & Sixty Dollars 00 Cents	\$23,760.00
<b>2. <u>MOBILIZATION / DEMOBILIZATION, GENERAL &amp; SUPPLEMENTARY CONDITIONS</u></b> <b><u>ENVIROMENTAL AND EROSION CONTROL, MOT, CERTIFIED</u></b> <b><u>AUTOCAD AS-BUILTS, GRANT REQUIREMENTS AND WELL PERMIT APPICATION)</u></b>					
a. <u>Mobilization (paid 25%, then on a percentage basis)</u>					
01	LS	\$	6,000.00	Six Thousand dollars & 00 Cents	\$6,000.00
b. <u>Demobilization / Contract Close Out (paid at completion of final punch completion)</u>					
01	LS	\$	1,200.00	One Thousand Two Hundred Dollars & 00 Cents	\$1,200.00
c. <u>General &amp; Supplementary Conditions, (paid 25%, then on a percentage basis)</u>					
01	LS	\$	42,435.00	Forty Two Thousand Four Hundred & Thirty Five Dollars 00 Cents	\$42,435.00
d. <u>OT, (paid 25%, then on a percentage basis)</u>					
01	LS	\$	10,800.00	Ten Thousand & Eight Hundred Dollars & 00 Cents	\$10,800.00
e. <u>Certified AutoCAD As-Builts / Surveyor (paid at completion of final punch completion)</u>					
01	LS	\$	12,000.00	Twelve Thousand Dollars & 00 Cents	\$12,000.00
<b>3. <u>TRENCH EXCAVATION, BACKFILL AND STORM PIPE (details #2 and #8 Sheet C-17)</u></b>					
a. <u>18" Storm pipe (0 - 6 feet Deep)</u>					
200	LF	\$	186.26	One Hundred & Eighty Six Dollars & Twenty Six Cents	\$37,252.00
b. <u>18" Storm pipe (6 - 10 feet Deep)</u>					
940	LF	\$	244.95	Two hundred & Forty Four Dollars & Ninety Five Cents	\$230,253.00
c. <u>18" Storm pipe (10- 12 feet Deep)</u>					
100	LF	\$	192.47	One Hundred & Ninety Two Dollars & Forty Seven Cents	\$19,247.000

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt.</u>
				d. <u>24" Storm pipe (0-6 feet Deep)</u>	
80	LF	\$ 209.62	Two Hundred & Nine Dollars & Sixty Two Cents		\$16,769.60
				e. <u>24" Storm pipe (6-10 feet Deep)</u>	
400	LF	\$ 218.13	Two hundred & Eighteen Dollars & Thirteen Cents		\$87,252.00
				f. <u>24" Storm pipe (&gt;10 feet Deep)</u>	
260	LF	\$ 209.94	Two Hundred & Nine Dollars & Ninety Four Cents		\$54,584.40
				g. <u>Dewatering per intersection</u>	
10	EA	\$ 2,000.00	Two Thousand Dollars & 00 Cents		\$20,000.00
				h. <u>Florida Trench Safety Act Compliance</u>	
2500	LF	\$ 1.20	One Dollar & Twenty Cents		\$3,000.00
				i. <u>Trench Safety Special Shoring Requirements (System and quantity of LF to be identified by Bidder and submitted with bid:</u>	
1	LS	\$ 100.00	One Hundred Dollars & 00 Cents		\$100.00
				<b>4. <u>PAVEMENT</u></b>	
				a. <u>Pavement Restoration SP12.5 (2.5 inches) for F and Drop curb installation (cost shall include new base as per the detail #2 Sheet C-17 detail #7 Sheet C-19))</u>	
1500	SY	\$ 62.00	Sixty Two Dollars & 00 Cents		\$93,000.00
				b. <u>Pavement Replacement over Trenches SP 12.5 (2.5 inches) as per detail in drawings (#2 Sheet C-17).</u>	
3000	SY	\$ 40.00	Forty Dollars & 00 Cents		\$120,000.00
				<b>5. <u>TEMP PAVEMENT 20 MILS STRIPING</u></b>	
				a. <u>Stop Bars</u>	
30	EA	\$ 60.00	Sixty Dollars & 00 Cents		\$1,800.00
				b. <u>"STOP" (word)</u>	
30	EA	\$ 120.00	One Hundred & Twenty Dollars & 00 Cents		\$3,600.00



<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt.</u>
<b>6. FINAL PAVEMENT 70 MILS THERMOPLASTIC STRIPING</b>					
a. <u>Stop Bars</u>					
30	EA	\$ 69.00	Sixty Nine Dollars & 00 Cents		\$2,070.00
b. <u>"STOP" (word)</u>					
30	EA	\$ 69.00	Sixty Nine Dollars & 00 Cents		\$2,070.00
c. <u>6 inch white or yellow line (crosswalks-double striping - etc.)</u>					
2000	LF	\$ 2.30	Two Dollars & Thirty Cents		\$4,600.00
<b>7. CONCRETE</b>					
a. <u>Sidewalk Restoration (4" depth)</u>					
8150	SF	\$ 5.44	Five Dollars & Forty four Cents		\$44,336.00
b. <u>Driveway Restoration (6" depth)</u>					
2500	SF	\$ 0.25	Twenty Five Cents		\$ 625.00
c. <u>Curb Restoration (FDOT type D)</u>					
75	LF	\$ 20.00	Twenty Dollars & 00 Cents		\$1,500.00
d. <u>Curb Restoration (FDOT type F) (cost shall include new base as per the detail #2 Sheet C-17)</u>					
1775	LF	\$ 15.61	Fifteen Dollars & Sixty One Cents		\$27,707.75
e. <u>Drop Curb (Modified FDOT Index 300) (cost shall include new base as per the detail #7 Sheet C-19)</u>					
400	LF	\$ 10.00	Ten Dollars & 00 Cents		\$4,000.00
f. <u>Clean out Box replacement (per City Sewer Requirements)</u>					
20	EA	\$ 240.00	Two Hundred & Forty Dollars & 00 Cents		\$4,800.00
g. <u>Water Meter box replacement (Per FKAA Requirements)</u>					
20	EA	\$ 420.00	Four Hundred & Twenty Dollars & 00 Cents		\$8,400.00

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt</u>
<b>8. <u>CATCH BASIN AND INLETS</u> (cost shall include FDOT "J" bottoms and Round Bottoms noted on the drawings and Concrete apron detail #4 Sheet C-19) (cost shall include CB Adjustment Detail # 6 Sheet C-17)</b>					
a. FDOT TYPE 5 Inlets (0-6 feet deep)					
5	EA		\$ 2,451.53	Two Thousand Four Hundred & Fifty One Dollars & Fifty Three Cents	\$12,257.65
b. FDOT TYPE 5 Inlets (>6 Feet Deep)					
9	EA		\$ 2,827.05	Two Thousand Eight Hundred & Twenty Seven Dollars & Five Cents	\$25,443.45
c. FDOT TYPE 6 Inlets (>6 Feet Deep)					
12	EA		\$ 2,909.27	Two Thousand Nine Hundred & nine Dollars & Twenty Seven Cents	\$34,911.24
d. FDOT TYPE G Inlets (0-6 feet deep)					
12	EA		\$ 2,265.50	Two Thousand Two Hundred & Sixty Five Dollars & Fifty Cents	\$27,186.00
e. FDOT TYPE G Inlets (>6 feet deep)					
10	EA		\$ 2,265.50	Two Thousand Two Hundred & Sixty Five Dollars & Fifty Cents	\$22,655.00
f. FDOT TYPE D Inlets (0-6 feet deep)					
02	EA		\$ 2,614.64	Two Thousand Six Hundred & Fourteen Dollars & Sixty Four Cents	\$5,229.28
g. FDOT TYPE D Inlets (>6 feet deep)					
02	EA		\$ 2,961.25	Two Thousand Nine Hundred & Sixty One Dollars & Twenty Five Cents	\$5,922.50
<b>9. <u>REMOVAL AND DISPOSAL OF EXISTING INLETS/MANHOLES/ Grout Shallow Wells</u></b>					
All Types MH-inlets					
06	EA		\$ 250.00	Two Hundred & Fifty Dollars & 00 Cents	\$1,500.00
<u>Shallow wells grout</u>					
06	EA		\$ 500.00	Five Hundred Dollars & 00 Cents	\$3,000.00
<b>10. <u>MANHOLES</u></b>					
Conflict MH 6-foot diameter (Complete Sheet C-19)					
01	EA		\$ 5,411.79	Five Thousand Four Hundred & Eleven Dollars & Seventy Nine Cents	\$5,411.79
Stormwater MH 5-foot diameter (Complete >6 feet deep)					
06	EA		\$ 5,756.79	Five Thousand Seven Hundred & fifty Six Dollars & Seventy Nine Cents	\$34,540.74

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt</u>
Sewer MH 6-foot diameter with liner (Margret and Eaton "Complete")					
1	EA		\$ 5,411.79	Five Thousand Four Hundred & Eleven Dollars & Seventy Nine Cents	\$5,411.79
Manhole - Liner repair invert sewer manhole (Margret and Eaton)					
1	EA		\$ 5,411.79	Five Thousand Four Hundred & Eleven Dollars & Seventy Nine Cents	\$5,411.79
<b>11. ADJUSTMENTS AND CONNECTIONS</b>					
a. Waterline Relocation (4 to 8 Inches)					
15	EA		\$ 5,141.46	Five Thousand One Hundred & Forty One Dollars & Forty Six Cents	\$77,121.90
b. Waterline Relocation (10 to 12 Inches)					
1	EA		\$ 5,735.62	Five Thousand Seven Hundred & Thirty Five Dollars & Sixty Two Cents	\$5,735.62
c. Connection to Existing storm system (Truman and Emma as per drawing detail #5 Sheet C-17)					
1	LS		\$ 1,800.00	One Thousand Eight Hundred Dollars & 00 Cents	\$1,800.00
d. Sewer Force main relocation (same requirements as the WM / pipe C-905)					
1	EA		\$ 5,000.00	Five Thousand Dollars & 00 Cents	\$5,000.00
<b>12. TRIPLE CHAMBER BAFFLE BOX WITH INJECTION WELL (see typical detail #1 / #2. Sheet C-17)</b>					
Install Gravity Injection Well with Triple Chamber Baffle Box, with 60 feet minimum from casing invert to bottom 24" PVC Schedule 80 casing, and 60 foot open hole. (All metal components inside the well structure shall be 316 Stainless)					
a. > 10 Feet Deep					
10	EA		\$ 52,233.11	Fifty Two Thousand Three Hundred & Twenty Three Dollars & Eleven Cents	\$523,231.10
b. Well Testing (Section 02582 Step Drawdown Pumping Test)					
10	EA		\$ 1,992.00	One Thousand Nine Hundred & Ninety Two Dollars & 00 Cents	\$19,920.00
<b>13. FINISH GRADING: PEA STONE AND GRASSING</b>					
a. SOD					
2500	SF		\$ 4.00	Four Dollars & 00 Cents	\$10,000.00
b. PEA ROCK (3" depth)					
500	SY		\$ 3.00	Three Dollars & 00 Cents	\$1,500.00
<b>14. PIPE ZONE GEOTEXTILE FABRIC</b>					
5500	SY		\$ 5.00	Five Dollars & 00 Cents	\$27,500.00

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt</u>
<b>15. <u>FOUNDATION STABILIZATION</u></b>					
100	CY		\$ 10.00	Ten Dollars & 00 Cents	\$1,000.00
<b>16. <u>CUT AND CAP GROUT EXISTING STORM PIPE (8-24 inches)</u></b>					
200	LF		\$ 25.00	Twenty Five Dollars & 00 Cents	\$5,000.00
<b>17. <u>BRICK PAVERS WITH ADAAG DETECTABLE WARNING SYSTEM</u></b>					
600	SF		\$ 10.00	Ten Dollars & 00 Cents	\$6,000.00
<b>18. <u>PRE-DIG FOR UTILITY LOCATION</u></b>					
02	EA		\$ 2,000.00	Two Thousand Dollars & 00 Cents	\$4,000.00
<b>19. <u>HYDROSTATIC TESTING OF STORMWATER PIPES AND STRUCTURES.</u></b>					
10	EA		\$ 1,500.00	One Thousand Five Hundred Dollars & 00 Cents	\$15,000.00
<b>20. <u>SIGN REMOVAL AND REINSTALLATION</u></b>					
40	EA		\$ 100.00	One Hundred Dollars & 00 Cents	\$4,000.00
<b>21. <u>TRANSPLANT EXISTING TREE (0-10" DIA.) INCLUDES ALL LABOR, MATERIALS, EQUIPMENT &amp; MAINTENANCE.</u></b>					
01	EA		\$ 750.00	Seven Hundred & Fifty Dollars & 00 Cents	\$750.00
<b>22. <u>PLANT NEW TREE (0-10" DIA.) INCLUDES ALL LABOR, MATERIALS, EQUIPMENT &amp; MAINTENANCE.</u></b>					
01	EA		\$ 1,200.00	One Thousand Two Hundred Dollars & 00 Cents	\$1,200.00
<b>23. <u>TRANSPLANT EXISTING TREE (OVER 10" IN DIA.) INCLUDES ALL LABOR, MATERIALS, EQUIPMENT &amp; MAINTENANCE.</u></b>					
01	EA		\$ 750.00	Seven Hundred & Fifty Dollars & 00 Cents	\$750.00

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Ext. Total Amt</u>
<b>24. <u>PLANT NEW TREE (over 10" DIA.) INCLUDES ALL LABOR, MATERIALS, EQUIPMENT &amp; MAINTENANCE.</u></b>					
01 EA	\$ 2,400.00			Two Thousand Four hundred Dollars & 00 Cents	\$2,400.00
<b>25. <u>TREE REMOVAL (including root structure) (0 - 10" DIA.); INCLUDES ALL LABOR, MATERIALS, and EQUIPMENT &amp; DISPOSAL.</u></b>					
01 EA	\$ 600.00			Six Hundred Dollars & 00 Cents	\$600.00
<b>26. <u>TREE REMOVAL (including root structure) (over 10" DIA.) INCLUDES ALL LABOR, MATERIALS, and EQUIPMENT &amp; DISPOSAL.</u></b>					
01 EA	\$ 1,200.00			One Thousand Two Hundred Dollars & 00 Cents	\$1,200.00
<b>27. <u>EXFITRATION TRENCH EXCAVATION, BACKFILL AND STORM PIPE (as per detail)</u></b>					
18" Storm pipe (0 - 6 feet Deep)					
112 LF	\$ 108.34			One Hundred & Eight Dollars & Thirty Four Cents	\$12,134.08
<b>28. <u>Cost to support the Roof of Bike shop on the SW corner Margaret and Eaton during construction.</u></b>					
01 LS	\$ 500.00			Five Hundred dollars & 00 Cents	\$500.00

ALL EXTENDED UNIT PRICE ITEMS LISTED ABOVE FROM SCHEDULE

<b>Base SCH</b>	<b>\$ 1,798,385.68</b>
<b>Allowance</b>	<b>\$ 200,000.00</b>
<b>TOTAL BID (Base + Allowance)</b>	<b>\$ 1,998,385.68</b>

NOTE: THIS TOTAL WILL BE USED AS PART OF THE BASIS FOR EVALUATING LOW BIDDER AND AWARD PROCESS.

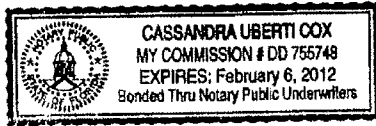
Frank P Toppino certify to the Owner and Hereby Acknowledge that I have reviewed the Bid Documents, Drawings, including the Specifications, Measurement and Payment in its entirety and agree with the above quantities required to perform the work. I have requested information from the owner on any item that required clarification. I, therefore, accept that I can perform the scope of work in this contract in compliance with the terms of the Contract. I further certify that the unit costs in my bid are reflective of the true cost to perform the work noted in the bid and Measurement and Payment section 01025.

Contractor signature: Frank P Toppino

Sworn and subscribed before me this 16 day of November, 2009

NOTARY PUBLIC, State of Florida at Large Cassandra Uberti Cox

My Commission Expires:



**ADDITIVE ALTERNATES: Unit prices**

<u>Item</u>	<u>Quant.</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>PU (Words)</u>	<u>Extended Total Amt</u>
1.				Cost to replace existing sub-grade if required and compact to 98% modified proctor value. Replacement shall be as determined by the Owner and Engineer.	
200	CY	\$ 10.00	Ten Dollars &	00 Cents	\$2,000.00

Additive Alternates not part of bid total

**\*\*NOTE SEE Measurement and Payment\*\***

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:

Portion of Work Catch Basins, Pipe Installation  
Name Bee Bros  
8362 Pines Blvd Pembroke Pines FL 33024  
Street City State Zip

Portion of Work \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

Portion of Work \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

Portion of Work \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

The Hamover Ins Co <sup>SURETY</sup> Whose address is:  
440 Lincoln St, Worcester, MA 01653  
Street City State Zip

**BIDDER**

The name of the Bidder submitting this BID is  
**CHARLEY TOPPINO & SONS, INC.**  
doing business at  
P.O. Box 737 Key West FL 33041  
Street City State Zip

which is the address to which all communications concerned with this BID and with the Contract shall be sent?

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

Frank P Toppino President  
Edward Toppino Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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



**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 12 day of Nov 2009.

(SEAL)

**CHARLEY TOPPINO & SONS, INC.**

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

By Frank P. Jupp

Title President

Attest David P. Jupp  
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 clients, construction costs, 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. 3 years ago.

**1.) CITY OF KEY WEST**

P.O. BOX 1409

KEY WEST, FL 33040

305 292-8195

**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
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
FLAGLER AVE PHASE 1 & 2	\$1,391,000	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

**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  
KEY WEST PHONE: 305 295-8819

**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	\$9,917,000	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

**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

**9.) HISTORIC TOURS OF AMERICA**

201 FRONT STREET  
Key West, Florida 33040

**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

**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

**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 CONTRACTORS**  
5800 LAKEWOOD RANCH BLVD.  
SARASOTA, FL 34240

**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





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 10th day of November, 2009.

Charley Toppino & Sons, Inc.

PRINCIPAL

By Frank P. Toppino

The Hanover Insurance Company

SURETY

By [Signature]

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, Heana M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker

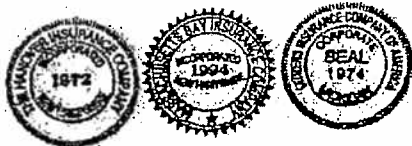
of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

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*  
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. Garlick*  
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 10th day of November, 2009

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                )

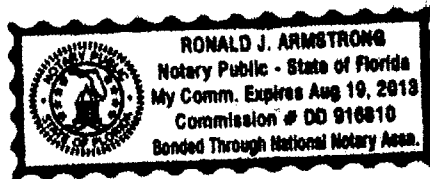
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Franky P. Pappas

Sworn and subscribed before me this 12 day of Nov, 2009

Ronald J. Armstrong  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\*\*\*\*\*

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

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

1. This sworn statement is submitted with Bid or Proposal for GRAVITY INJECTION WELLS  
PHASE V, CITY OF KEY FLORIDA

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

whose business address is P.O. Box 797

Key West, FL 33041 and (if applicable) its Federal

Employer Identification Number (FEIN) is 59 2426 906

(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, non-jury trial, or entry of a plea of guilty or nolo-contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

Frank P. Tappino  
(signature)  
11/12/09  
(date)

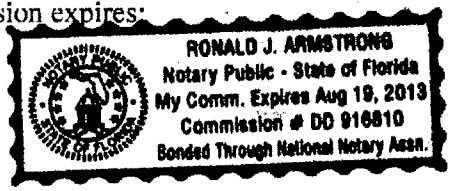
STATE OF FL  
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 12 day of Nov, 2009

My commission expires:



Ronald J. Armstrong  
NOTARY PUBLIC

**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:

11/12/09



CITY OF KEY WEST WELL DRILLER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared by me or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I Karl Sickle am a duly licensed Florida Water Well Contractor whose contracting business, equipment and employees are properly structured as required by Florida State Statute 373 into a business unit operating under my direct control and physical supervision.

Business Name:

T+B Drilling, LLC

Florida Water Well Contractor License Number:

2490

Street Name and Number:

PO BOX 787

City:

Key West

State:

FL Zip Code: 33040

Telephone:

(305) 296-5606

Facsimile:

(305) 296-5189

I hereby certify that I am familiar with and agree to abide by all applicable local, state, and federal regulations pertaining to repair, installation, and construction, of wells within the State of Florida for the duration of this contract: **Gravity Injection Wells V** for the City of Key West. I shall abide by the applicable regulations and where occasional conflicts may occur exist between the City's bid specifications and any and all applicable local, state, and federal, regulation(s) the pertinent applicable regulation(s) shall control. These include but are not limited to the following requirements:

- a. Chapter 62-528 UIC Well Regulations, Florida Administrative Code and water well construction standards
- b. Chapter 62-531 Water Well Contractor Licensing Requirements
- c. Chapter 62-532 Water Well Permitting and Construction Requirements
- d. ASTM C150 Specifications for Portland Cement
- e. AWWA A100 Standards for Water Wells.
- f. These include but are not limited to the following requirements:
  - Neat Cement to be from bottom of casing to top of casing (60 feet).
  - Neat Cement to be completed in appropriate methods utilizing tremie pipe.

- No Additives may be used in the neat cement without the FDEP permission. Based on site conditions documented by geophysical logs.
  - Maintenance of geophysical logs is required.
- g. Licensed Well Driller shall be on site at all times during well operations.
- h. Well driller to submit FDEP well completion report with SFWMD well completion report within 2 days of completion to FDEP.

*[Handwritten Signature]*  
Signature

Qualifier  
Title

Sworn and subscribed before me this 17<sup>th</sup> day of November, 2009

*Susan Overton*  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**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 BID filled in, using black ink.
- 3. Total and unit prices added correctly.
- 4. Addenda acknowledged.
- 5. Subcontractors are named as indicated in the BID.
- 6. Experience record included.
- 7. BID signed by authorized officer.
- 8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
- 9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
- 10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
- 11. BID submitted intact with the Bidding Requirements, as stated in the invitation to bid.
- 12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
- 13. Bidder has reviewed, understood and signed pre-bid resolution and enclosed a signed copy with the bid.
- 14. Bidder must provide satisfactory documentation of State Licenses.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial filing b. material change <p><b>For Material Change Only:</b></p> year _____ quarter _____ date of last report _____
<p><b>4. Name and Address of Reporting Entity:</b></p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p>   MA Congressional District, if known:	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> CFDA Number, if applicable: _____	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> \$	
<p><b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b></p>	<p><b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p>	

<p>(attach Continuation Sheet(s))</p>	<p>SF-LLLA, if necessary)</p>		
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p>Signature: <u>Frank P. Toppino</u></p> <p>Print Name: <u>Frank P. Toppino</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>305 296 5606</u> Date: <u>11/12/09</u></p>		
<table border="0" style="width: 100%;"> <tr> <td style="width: 60%; background-color: #cccccc; vertical-align: top;"> <p><b>Federal Use Only:</b></p> </td> <td style="width: 40%; vertical-align: top;"> <p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p> </td> </tr> </table>		<p><b>Federal Use Only:</b></p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p>
<p><b>Federal Use Only:</b></p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p>		

Form DEP 55-221 (01/01)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

Form DEP 55-221 (01/01)

**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

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

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

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:

(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.

**CHARLEY TOPPINO & SONS, INC.**

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 12 day of Nov, 2009

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**FLORIDA TRENCH SAFETY ACT COMPLIANCE  
Trench Excavation Safety System and Shoring**

**CERTIFICATION**

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Trench Box</u>	<u>LS</u>	<u>1</u>	<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>
B. _____	_____	_____	_____	_____

Frank A Jappin  
 Signature \_\_\_\_\_  
11/12/09  
 Date \_\_\_\_\_

STATE OF FL  
 COUNTY OF Monroe

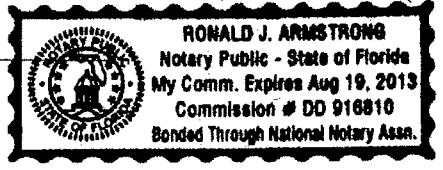
**PERSONALLY APPEARED BEFORE ME**, the undersigned authority,

Frank R Toppino who, after first being sworn by me affixed his /her signature in the space,  
 provided above on the 12 day of Nov, 2009

Ronald J Armstrong  
 Notary Public \_\_\_\_\_

(Seal)

My Commission expires: \_\_\_\_\_



**SUSPENSION AND DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
  
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, 20 . 11-12-09  
By Frank P. Toppino  
Authorized Signature/Contractor Frank P. Toppino  
Typed Name/Title CHARLEY TOPPINO & SONS, INC.  
Contractor's Firm Name P.O. Box 787  
Street Address  
Building, Suite Number Key West, FL 33041  
City/State/Zip Code 305 296 5606  
Area Code/Telephone Number

**STATEMENT OF NO BID**

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

TO: ST 0902, GRAVITY INJECTION WELLS V,  
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 BID on the above-noted Invitation to Bid for the following reasons:

- Insufficient time to respond to the Invitation to BID
- 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 bid" 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: \_\_\_\_\_

**City of Key West Gravity Injection Well Project V / Triple Chamber Outfall Structure  
Installation  
Pre-Bid Resolution**

The Contractor must read, understand, and acknowledge that the following changes and/or additions to the General Specifications for the City of Key West have been made for the Gravity Injection Well Project. This resolution must be submitted with your bid. Address any questions you have to the City.

1. Project duration; **Construction shall be complete prior to July 31, 2010;**
2. The WATER WELL CONTRACTOR shall submit for the Construction / clearance permit Application for Class V well to the FDEP.
3. The City of Key West Well Drillers Certification (attached) and along with a copy of Well Drillers License shall be completed and submitted with the conform documents upon award as stated in the invitation to bid. (If the prime contractor changes well driller, the certification and license must be completed and submitted prior to the well driller setting up equipment on any project site).
4. Contractor shall be responsible to complete all grant requirements required for the project. The contractor shall attend a grant pre-construction meeting and progress meetings with the city grant administrator every 30 days.
5. Certified payrolls are required and shall be completed and turned in to the city grant administrator. Contractor shall ensure that certified payrolls are complete and checked for accuracy. Payroll not approved by the grant administrator and returned shall be returned in 3 days. The owner shall increase retention above 10% if contractor is consistently tardy or turns in incomplete or incorrect payrolls
6. Certified payrolls must be submitted within 7 days after the contractor's regular payment date of the payroll period
7. The CONTRACTOR shall assist the grants administrator in meeting the reporting requirements set forth in Section 1512 and all other applicable provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), also referred to as the Recovery Act, by providing information requested by the grants administrator in a timely manner. Other applicable provisions include (but are not limited to) Section 1605 Buy America and Section 1606 Davis-Bacon Prevailing Wage Rates.
8. The Contractor shall submit with the monthly pay application the "Construction Compliance Certificate with Specifications and Plans".
9. The CITY and Engineer, their officers, agents, and employees shall be named as additional insured's on the Contractor's and any subcontractor's Liability Insurance policies for any claims arising out of work performed under this Contract.
10. An added fixed fee of 15% for general overhead and profit shall be allowed for the Contractor (5% Subcontractor) actually executing the Cost Reimbursement work. A 5% fixed fee shall be allowed the Contractor for the administrative handling of portions of the work that are executed by an approved Subcontractor. No additional fixed fee will be

allowed for the administrative handling of work executed by a Subcontractor of a Subcontractor, unless by written permission from the Owner. Burden shall not exceed 45%.

11. Warranty shall be in effect for Five years and shall be covered by bond. During this period any leaks in the system shall be repaired using a Hydro Active Grout system or equal as approved by the city; leaks shall not be repaired using cement and hydro, this method is completely unacceptable.
12. Maintenance of Traffic shall be maintained at all construction sites until the work is either completed or any open trenches have been properly covered and all equipment is properly stored. **Contractor shall maintain MOT signs in good repairs and lighted at all times.** The city inspector shall stop work if MOT is not properly maintained; there shall not be any additional cost to the city for this downtime.
13. CONTRACTOR shall notify all residents and proprietors adjacent to construction site of work to be performed, more specifically the notice shall state the day and time construction will begin, the name and phone number of the CONTRACTOR, the City Project Coordinator's name and phone number, and the reason for construction. Notice shall be given a minimum of 72 hours in advance of construction and testing. Additional Notice shall be given for each phase of work in the intersection, if no work has been performed for more than two weeks in the intersection. (I.E. Well Drilling; Well Structure / Catch basins pipe installation; pavement) **Submittal:** Notice; for approval.
14. Contractor shall submit a detailed shop drawing for the Class V Stormwater injection Well detail, for approval by FDEP prior to drilling wells.
15. Contractor shall submit a wells spoils disposal plan, for approval by FDEP prior to drilling wells.
16. No dewatering into drainage well.
17. Contractor shall submit a dewatering plan prior to beginning work.
18. 24" PVC pipe in well.
19. Wells are 120 feet deep, 60 VF cased, from top of casing invert to bottom of well casing; contractor shall not install 60 LF and then cut to invert after installation of baffle box, there shall be 60 VF of casing after cutting for the invert.
20. 57 Stone will be used for backfill not 89.
21. Contractor is required to repair all surfaces that are damaged during the project, even if they are out of the project area (i.e. curb along street that is not planned to be replaced, but damaged due to Equipment Operation.)

22. Miscellaneous concrete and aesthetics repairs to match the new concrete to the existing property lines, planters, buildings etc. shall be incidental to Sidewalk, and Curbs installation.
23. Baffle boxes requiring catch basin grates for schedule "A" and "B" – grates shall be USF # 4160-6611 galvanized; cost shall be included in the bidder's proposal.
24. All Stormwater manholes ring and covers shall be USF 3220 – 5660 (grate) cost shall be included in the cost of the manhole.
25. Note; all Frames and grates are required to be galvanized and H-20 Rated.
26. Submit for approval and provide ADS Pipe Adapter flexible watertight connection for ADS Corrugated HDPE Pipe to storm structures, or ADS Pipe Adapters meeting the requirements of ASTM F 2510 and ASTM C 1478 for watertight flexible connections. Components shall be salt water resistance.
27. The contractor shall verify all elevation on the outfall plans; outfall drawings were not surveyed and the engineer's design elevations were provided with temporary bench marks using existing city manholes.
28. Testing required
  - a. Water Tightness
  - b. Well Step Down Pumping Test (well step down testing shall be performed within limitations of the city sewer system)

I have read and understand the above listed requirements for this project

Frank P. Tappino  
Signature

Frank P. Tappino  
Name



# 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 MM 8 1/2 ROCKLAND KEY  
Lic NBR/Class 10-00005340 CONTRACTOR - REG GENERAL  
Issue Date: August 12, 2009 Expiration Date: September 30, 2010  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75

Comments:

This document must be prominently displayed.

FRANK P. TOPPINO  
CHARLEY TOPPINO & S (FRANK RG)  
POB 787  
KEY WEST FL 33041  
Type: OC Drawer: 1  
Date: 8/12/09 54 Receipt no: 101254  
OR LIC OCCUPATIONAL 1 \$399.75  
Trans number: 47678 2376119  
CK CHECK \$399.75  
Trans date: 8/12/09 Time: 9:58:17

# 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 MM 8 1/2 ROCKLAND KEY  
Lic NBR/Class 10-00017556 CONTRACTOR - REG ENGINEERING I  
Issue Date: August 10, 2009 Expiration Date: September 30, 2010  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75

This document must be prominently displayed.

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

CHARLEY TOPPINO & SONS, INC.  
Oper: KEYWORD Type: OC Drawer: 1  
Date: 8/10/09 54 Receipt no: 99867  
2010 17556  
OR LIC OCCUPATIONAL 1 \$309.75  
Trans number: 237A376 \$309.75  
CK CHECK 47679

Trans date: 8/10/09 Time: 10:27:11

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: [Signature]  
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: [Signature]  
CHIEF BUILDING OFFICIAL

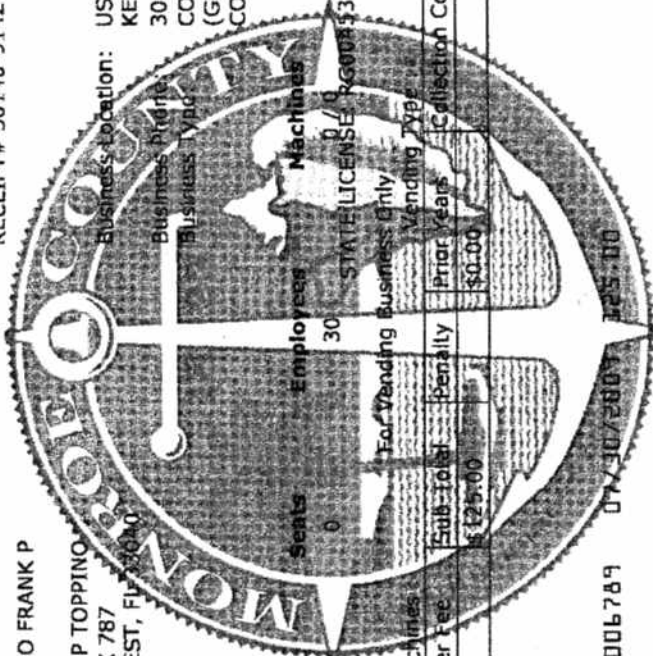
**2009 / 2010  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2010**

RECEIPT # 30140-9142

Business Name: TOPPINO FRANK P

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

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



Business Type: CONTRACTORS (GENERAL/ENGINEERING CONTRACTOR)  
Business License: 3369/GC152A/ENG I 132A

Stalls 0

Machines 0

Employees 30

Rooms 0

Seats 0

Number of Machines	Transfer Fee	Penalty	Prior Years	Collection Cost	Total Paid
	\$125.00		\$0.00		\$125.00

PAID-105-08-00006789 07/30/2010 225.00

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

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

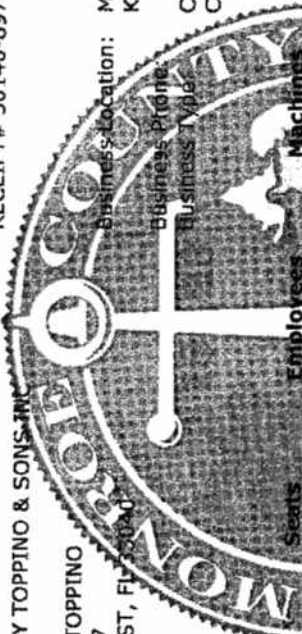
Danise D. Henriquez, CFC, Tax Collector  
PO Box 1129, Key West, FL 33041

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

**2009 / 2010  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2010**

RECEIPT # 30140-89799

Business Name: CHARLEY TOPPINO & SONS, INC.  
 Owner Name: FRANK TOPPINO  
 Mailing Address: BOX 787  
 KEY WEST, FL 33040  
 Business Location: MM 8-9 US HWY 1  
 KEY WEST, FL 33040  
 Business Phone:  
 Business Type: CONTRACTORS (GEN  
 CONT/ENGINEERING CONT)



Rooms 0  
 Seats 0  
 Employees 70  
 Machines 0  
 Stalls 0

Number of Machines		For Vending Business Only		Vending Type		Total Paid
Tax Amount	Transfer Fee	Sub-total	Penalty	Prior Years	Collection Cost	
\$250.00		\$250.00		\$0.00		\$250.00

PAID-105-08-00006790 07/30/2009 250.00

**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.

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	QB64716

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 TOPPINO & SONS INC  
PO BOX 787  
KEY WEST FL 33040

CHARLIE CREST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO  
SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09072300607

AC# 4482179

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 AREA)

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

CHARLIE CREST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO  
SECRETARY

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

Business Name T AND B DRILLING LLC CtlNbr:0018407  
Location Addr M M 9 ROCKLAND KEY  
Lic NBR/Class 10-00022594 CONTRACTOR - SPEC WELL DRILLING  
Issue Date: August 10, 2009 Expiration Date: September 30, 2010  
License Fee \$98.70  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$98.70

This document must be prominently displayed.

City of Key West  
REPRINT  
\*\*\* CUSTOMER RECEIPT \*\*\*  
Date: 8/10/09 5A Receipt no: 99849

T AND B DRILLING LLC  
P.O. BOX 787

KEY WEST FL 33041

Entity	Amount
T AND B DRILLING INC	
2010 22594	
LIC OCCASIONAL RENEWAL	1.00 \$96.70

Tender detail  
OK CHECK 1016 \$98.70  
Total tendered \$98.70  
Total payment \$98.70  
Trans date: 8/10/09 Time: 10:37:03

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

Business Name T AND B DRILLING LLC CtlNbr:0018407  
Location Addr M M 9 ROCKLAND KEY  
Lic NBR/Class 10-00022594 CONTRACTOR - SPEC WELL DRILLING  
Issue Date: August 31, 2009 Expiration Date: September 30, 2010  
License Fee \$98.70  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$0.00

Comments: WILLIAM BROOK, QUALIFIER  
KARL SICKLE, SECONDARY QUALIFI

This document must be prominently displayed.

T AND B DRILLING INC

T AND B DRILLING LLC  
P.O. BOX 787

KEY WEST FL 33041



**2009 / 2010  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2010**

RECEIPT# 30140-99340

Business Name: T AND B DRILLING LLC

Owner Name: FRANK P TOPPINO WILLIAM A BROOKS QUALIFIER  
Mailing Address: PO BOX 787  
KEY WEST, FL 33041

Business Location: MM 9 ROCKLAND KEY  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTORS (WELL  
DRILLING)

Rooms: 0      Seats: 0      Employees: 5      Machines: 0/0      Stalls: 0

STATE LICENSE: FL1884 EXP 7-31-09

Number of Machines		For Vending Business Only		Vending Type :		
Tax Amount	Transfer Fee	Sub Total	Penalty	Prior Years	Collection Cost	Total Paid
\$20.00		\$20.00		\$0.00		\$20.00

PAID-105-08-00006791      07/30/2009      20.00

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

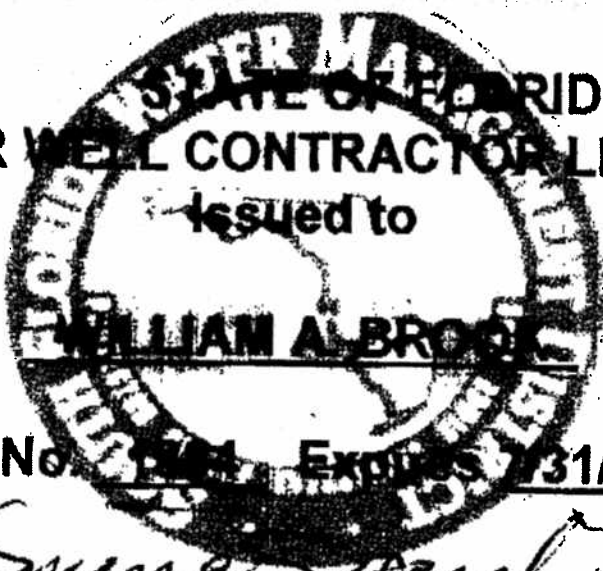
THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**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.



FLORIDA  
WATER WELL CONTRACTOR LICENSE



#1884

License No. 541 Expires 7/31/2011

*Ann Marie Sperche*  
DISTRICT CERTIFICATION OFFICER

WATER MAIN CONTRACTOR LICENSE  
FLORIDA



License No. 496 Expires 3/1/2011

*Karl S. Knepper*  
DISTRICT CERTIFICATION OFFICER

**CITY OF KEY WEST**  
**CERTIFICATE OF COMPETENCY**  
# 3444 THIS IS TO CERTIFY

That William Brook  
is duly registered as a  
Well Drilling  
in conformity with the regulations of the City of Key West

DATE ISSUED 6/5/08  
EXPIRATION DATE 9/30/09

By John P. Wood  
CHIEF BUILDING OFFICIAL

AC# 4482291

STATE OF FLORIDA

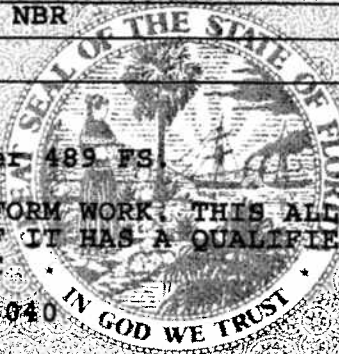
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09072300719

DATE	BATCH NUMBER	LICENSE NBR
07/23/2009	090047121	QB64716

The BUSINESS ORGANIZATION  
Named below IS QUALIFIED  
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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 TOPPINO & SONS INC  
PO BOX 787  
KEY WEST FL 33040



CHARLIE CRIST  
GOVERNOR

CHARLES W. DRAGO  
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 4482179

STATE OF FLORIDA

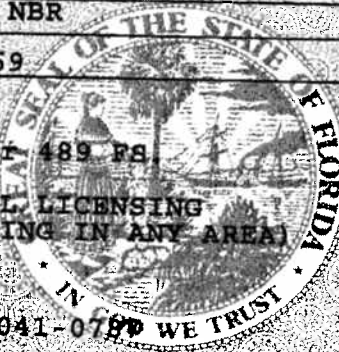
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09072300607

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 AREA)

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



CHARLIE CRIST  
GOVERNOR

CHARLES W. DRAGO  
SECRETARY

DISPLAY AS REQUIRED BY LAW

# City of Key West



## Pre-Bid Grant Information

**Presented by:**  
**Carolyn Sheldon**  
**City of Key West, Grants Administrator**

11/09/09

---

## Funding Source:

- Economic Stimulus Project funded by the American Recovery and Reinvestment Act of 2009 (ARRA)
  - Administered by the U.S. Army Corps of Engineers
-

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# Applicable Federal Regulations:

- **Section 1512 of the ARRA**  
Requires recipients of ARRA funds to report certain information on the use of ARRA funds
  
  - **Davis-Bacon and Related Acts**  
Establishes prevailing wage rates for construction workers based on geographic location, type of construction, and classification.  
Requires these rates to be paid to construction workers employed on Federally funded construction projects covered by this Act.
  
  - **Buy America**  
Use only steel and iron produced in the United States for products permanently incorporated into the project.
-

---

## Applicable Federal Regulations (contd):

- Title VI of the Civil Rights Act of 1964 and related Statutes

No person should be excluded participation in, denied benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the grounds of: race, color, national origin, sex, age, disability, religion, or familial status.

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## ARRA Reporting:

- Prime contractors and subcontractors working on ARRA projects will need to provide the following (monthly, at a minimum):
    1. Total # of employees active on the job
    2. Total # of hours worked
    3. Total project payroll
    4. Brief descriptions of people being put back to work
  
  - Primes and subs will need a Dun & Bradstreet number – DUNS #
    1. <http://www.dnb.com>
    2. minimum of 30 business days to process
    3. No charge for D&B DUNS#
-

---

## Certified Payrolls:

- Due weekly
  - Any certified payroll form can be used as long as all Federal requirements are met
  - No employee addresses should be included and use only the last 4 digits of their Social Security Number (or other identifying number)
  - Employee interviews and wage audits will be conducted two times a month, at a minimum
  - A job site bulletin board must be posted within the project limits to post wage tables, EEO, OSHA, FMLA, and other Federally required information
-

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## **MBE/WBE Goals:**

- **10% MBE participation**
  - **11% WBE participation**
-

---

## City of Key West MBE/WBE Outreach Efforts:

Minority Business Enterprise Center (MBDA partner)  
<http://www.mbecflorida.org/>

Small Business Administration (SUB-Net system)  
<https://eweb1.sba.gov/subnet/search/index.cfm>

Office of Supplier Diversity (via Myflorida.com website)  
[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd)

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## 6 Affirmative Action Steps:

It is a Federal requirement that all procurement made with Federal funds utilize six (6) affirmative action steps to utilize small business enterprises (SBE's), minority business enterprises (MBE's), women's business enterprises (WBE's), and small businesses in rural areas (SBRA's) in the areas of construction, services, equipment, and supplies.

These six steps are as follows:

- 1. Include SBE, MBE, WBE and SBRA's on solicitation lists
  - 2. Assure that SBE, MBE, WBE and SBRA's, once identified, are solicited whenever they are potential sources
-

## 6 Affirmative Action Steps (contd):

- 3. When economically feasible, divide total requirements into smaller tasks or quantities to permit maximum participation by SBE, MBE, WBE and SBRA's
- 4. Establish delivery schedules, where the requirement permits, which encourage participation by SBE, MBE, WBE and SBRA's
- 5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce (other sources may be used)
- 6. Require the prime contractor to take the affirmative steps listed in steps 1 through 5 above with all subcontractors; if no subcontractors are used, these steps should still be taken in procuring equipment and supplies

## Remember:

Efforts to comply with this procurement requirement must be documented in detail:

- Maintain records of firms contacted, including any negotiation efforts to reach competitive price levels, and awards to the designated firms

## Other grant requirements:

- Access to records:  
All books, documents, papers and records pertinent to the project shall be retained for five (5) years and access to such records shall be given to authorized representatives of the Owner, the United States Agency responsible for the federal grant, and other state agencies associated with the grant.
- Access to work sites:  
Access to the work site at any reasonable time shall be given to authorized representatives of the Owner, the United States Agency responsible for the federal grant, and other state agencies associated with the grant.
- Suspension and debarment:  
The owner shall not award this contract to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs



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## Reminder:

The information contained in this presentation is not all-inclusive. It is meant to be a summary of the major grant requirements that the Contractor will be held accountable for. It is the Contractor's responsibility to thoroughly examine and become familiar with all of the various parts of the contract documents, including grant requirements. Failure to do so shall not release the Contractor from the obligations of the Contract.

---

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**Contact:**

**Carolyn Sheldon**

**(305) 809-3741**

**[csheldon@keywestcity.com](mailto:csheldon@keywestcity.com)**

**For any grant-related questions**

---

From: Charley Toppino & Sons Inc.  
Sent: November 12, 2009  
Subject: ITB - City of Key West Stormwater Gravity Injection Wells Phase V

## Invitation To Bid



We Encourage Participation of: SBE, MBE, WBE SBRA'S SDVOSB Company's

**JOB TITLE** - CITY OF KEY WEST STORMWATER GRAVITY INJECTION WELLS PHASE V  
**BIDS DUE BY** - November 16, 2009

Please contact Paul Toppino or Ron Armstrong for any clarification you may need on this ITB and future ones delivered from, Charley Toppino & Son's Inc. (305) 296-5606 Office

From: Paul Toppino ( <i>Estimator</i> ) Phone : (305) 296-5606 Fax: (305) 296-5189	Charley Toppino & Sons Inc. MM 8.5 US HWY 1 Rockland Key Key West, FL 33040
--	--

Respond "Interested" or "Not Interested" by: Bid must be in by : November 13, 2009  
Please respond to all ITB to Paul Toppino by email (pault@toppinocompanies.com)

- |   |   |
|---|---|
| <input type="checkbox"/> <u>INTERESTED Will review plans &amp; specs</u><br><u>At <a href="http://www.demandstar.com">www.demandstar.com</a></u><br><u>ITB-09029GravityInjectionWell</u><br><u>PhaseV-0-2010/SS</u> | <input type="checkbox"/> <u>NOT INTERESTED - Include on future bids</u>   |
|   | <input type="checkbox"/> <u>NOT INTERESTED - Exclude from future bids</u> |

### Project Information

**Project Title:** CITY OF KEY WEST STORMWATER GRAVITY INJECTION WELLS PHASE V  
**Type/** Stormwater Drainage - Injection Wells  
**Location:** Monroe County, Key West, FL

**Scope of Work:** PROJECT PROPOSES IMPROVEMENTS TO THE DRAINAGE SYSTEM IN KEY WEST, FL TO REDUCE FLOODING AND PRE TREAT STORMWATER RUNOFF. THE PROJECT CONSISTS THE INSTALLATION OF TEN (10) GRAVITY INJECTION WELLS, WITH TRIPLE CHAMBER BAFFLE BOXES, CATCH BASINS, DRAINAGE PIPES, PAVEMENT AND CURB RESTORATION, ADA COMPLIANT SIDEWALK RESTORATION, AND ALL RELATED WORK. WORK IS TO BE COMPLETED BY JULY 30, 2010 - CLENDAR DAYS TO BE DETERMINED IN THE AWARD LETTER .

### Details

Pipe Layers  
Sidewalks & Curbs  
Well Drillers

Pavement Restoration  
Drainage  
Striping

**Cassandra Toppino**

---

**From:** Cassandra Toppino [cassandra@charleytoppinoandsons.com]  
**Sent:** Thursday, November 12, 2009 4:44 PM  
**To:** 'receptionist@rockpowerpaving.com'; 'mcbayneclive@aol.com'; 'theartisgroup@yahoo.com'; 'Denny@ipgnetwork.net'; 'Abbasigns1999@aol.com'; 'jparlinglotmain@bellsouth.net'; 'projects@robertstraffic.com'; 'cm2drilling@earthlink.net'; 'info@bestwells.com'  
**Subject:** Invitation to Bid - CITY OF KEY WEST STORMWATER GRAVITY INJECTION WELLS PHASE V - Charley Toppino & Sons Inc.  
**Attachments:** ITB - Injection Wells Phase V.pdf

Greetings:

Please find attached ITB for CITY OF KEY WEST STORMWATER GRAVITY INJECTION WELLS PHASE V  
If you are interested in giving us a price please call Ron Armstrong at Charley Toppino & Sons Inc. – Key West FL  
305-296-5606.

Thank You

*Cassandra Toppino*

Cassandra Toppino  
Project Administrator

Charley Toppino & Sons Inc – Sent To DBE Contractors :  
 CITY OF KEY WEST STORMWATER GRAVITY INJECTION WELLS PHASE V

**Asphalt Pavers**

**MIAMI – HOMESTEAD – FT. LAUDERDALE – W. PALM BEACH**  
**FLORIDA KEYS – HIALEAH – DORAL – PEMBROKE PINES**

**COMPLETE SITE DEVELOPMENT**




**LICENSED · INSURED · BONDED**  
 C.S.B.E. CERTIFIED & STATE OF FLORIDA D.O.T. CERTIFIED  
 Lic. #E251800  
[www.rockpowerpaving.com](http://www.rockpowerpaving.com)  
**13831 S.W. 59th St., Suite 204, Miami, FL 33183**

**PAVING · DRAINAGE**  
**WATER · SEWER**  
**UNDERGROUND**  
**SITE CLEARING**  
**STRIPING & SEAL COATING**  
**Tel: 305-752-7742**  
**Fax: 305-752-7728**

[receptionist@rockpowerpaving.com](mailto:receptionist@rockpowerpaving.com)

<b>Name:</b> MCBAYNES CONSTRUCTION & RENOVATION INC
<b>Business Description:</b> BUILDING CONTRACTOR, MISC. ASPHALT PAVEMENT, CONCRETE SIDE WALKS, CONCRETE DITCH & SLOPE, REINFORCING & STRUCTURAL STEEL
<b>Street:</b> 6365 TAFT ST STE 3002
<b>City:</b> HOLLYWOOD <b>State:</b> FL <b>Zip:</b> 330245960
<b>County:</b> BROWARD <b>District:</b> DISTRICT SIX
<b>Phone:</b> (305) 620-8747 <b>Fax:</b> (305) 620-2909
<b>E-mail:</b> <a href="mailto:mcbayneclive@aol.com">mcbayneclive@aol.com</a>
<b>Work Location:</b>
<b>County:</b>
<b>District:</b> DIST/ST WIDE
<b>Contact:</b> TREVOR MCBAYNE
<b>UCP Cert. DBE</b> <b>State Cert.:</b> MBE <b>UCP Certifying Member:</b> FDOT
<b>First SC:</b> 339 <b>First NAICS:</b> 23622
<b>2nd SC:</b> 525 <b>3rd SC:</b> 735 <b>4th SC:</b> 750 <b>5th SC:</b> 770 <b>6th SC:</b> 522 <b>7th SC:</b> 524 <b>8th SC:</b> 415 <b>9th SC:</b> 460 <b>10th SC:</b>

2nd NAICS: 23899 3rd NAICS: 23731 4th NAICS: 23812 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:

**NOTE:**

OBE stands for Other Business Enterprise indicating that the firm is not certified.

## Roadway & Pavement

<b>Name:</b> ARTIS GROUP INC (THE)
<b>Business Description:</b> All Other Heavy Construction
<b>Street:</b> 459 ALLANA COURT
<b>City:</b> STONE MOUNTAIN <b>State:</b> GA <b>Zip:</b> 30087
<b>County:</b> OUT-OF-STATE <b>District:</b>
<b>Phone:</b> (770) 498-7727 <b>Fax:</b> (770) 498-7728
<b>E-mail:</b> <a href="mailto:theartisgroup@yahoo.com">theartisgroup@yahoo.com</a>
<b>Work Location:</b>
<b>County:</b> PINELLAS CHARLOTTE COLLIER DE SOTO GLADES HARDEE HENDRY HIGHLANDS LEE MANATEE OKEECHOBEE POLK SARASOTA ALACHUA BAKER BRADFORD CLAY COLUMBIA DIXIE DUVAL GILCHRIST HAMILTON LAFAYETTE LEVY MADISON NASSAU PUTNAM ST. JOHNS SUWANNEE TAYLOR UNION BAY CALHOUN ESCAMBIA FRANKLIN GADSDEN GULF HOLMES JACKSON JEFFERSON LEON LIBERTY OKALOOSA SANTA ROSA WAKULLA WALTON WASHINGTON BROWARD INDIAN RIVER MARTIN PALM BEACH ST. LUCIE BREVARD FLAGLER LAKE MARION ORANGE OSCEOLA SEMINOLE SUMTER VOLUSIA DADE MONROE CITRUS HERNANDO HILLSBOROUGH PASCO
<b>District:</b> TURNPIKE
<b>Contact:</b> SHERMAN ARTIS
<b>UCP Cert. DBE State Cert.:</b> OBE <b>UCP Certifying Member:</b> FDOT
<b>First SC:</b> 3XX <b>First NAICS:</b> 23731
<b>2nd SC:</b> 520 <b>3rd SC:</b> 430 <b>4th SC:</b> 455 <b>5th SC:</b> 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
<b>2nd NAICS:</b> 23799 <b>3rd NAICS:</b> 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:
<b>NOTE:</b>
OBE stands for Other Business Enterprise indicating that the firm is not certified.

<b>Name:</b> IPG NETWORK INC
<b>Business Description:</b> CONCRETE WORK, CLEARING & GRUBBING, AND PAVING
<b>Street:</b> P.O. BOX 540364
<b>City:</b> OPA LOCKA <b>State:</b> FL <b>Zip:</b> 33054
<b>County:</b> DADE <b>District:</b> DISTRICT SIX
<b>Phone:</b> (305) 681-4001 <b>Fax:</b> (305) 688-4551
<b>E-mail:</b> <a href="mailto:Denny@ipgnetwork.net">Denny@ipgnetwork.net</a>
<b>Work Location:</b>
<b>County:</b> MONROE DADE

<b>District:</b> DISTRICT SIX
<b>Contact:</b> DENNY OYEGUNLE
<b>UCP Cert. DBE State Cert.: OBE UCP Certifying Member:</b> FDOT
<b>First SC: 520 First NAICS:</b>
<b>2nd SC: 425 3rd SC: 110 4th SC: 3XX 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:</b>
<b>2nd NAICS: 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:</b>
<b>NOTE:</b> OBE stands for Other Business Enterprise indicating that the firm is not certified.

### Signage & Striping

	<h2>Abba Signs &amp; Striping</h2> <p><b>Pavement Markings • Striping • Car Stops • Complete Signage • Seal Coating</b></p> <p>Nationwide Toll Free: 1-866-422-2211</p> <p>Office: 305-232-9660 Fax: 305-232-3464</p>	 <p><b>Minority Certified - WBE/HBE/DBE/CSBE</b></p> <p>Licensed &amp; Insured • Lic. #02BS00063 10710 S.W. 188th St., Miami, FL 33157</p>
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[Abbasigns1999@aol.com](mailto:Abbasigns1999@aol.com)

	<h2>J &amp; M Parking Lot Maintenance, Inc.</h2> <p>Thermoplastic Striping • Seal Coating Parking Lot Striping • Signage • Car Stops</p> <p>"20 Years Experience"</p> <p>665 E. 51st St., Hialeah, FL 33013 • FAX: 305-685-2226</p>	<p>MICRO / SBE CSBE MBE / MWBE</p> <p><b>305-685-8992</b></p>
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[imparlinglotmain@bellsouth.net](mailto:imparlinglotmain@bellsouth.net)

 <p><b>Roberts Traffic Marking</b></p>	<p><b>"WBE / DBE / CSBE"</b></p> <ul style="list-style-type: none"> <li>• Airports • Roads • Garages • Surface Prep</li> <li>• Thermoplastic • Paint • Marking Removal</li> <li>• Signs • Wheel Stops</li> </ul> <p>2210 Hayes St., Hollywood, FL 33020 • Fax (954) 929-3736</p>	<p><b>"Since 1965"</b></p> <p><b>Miami - Dade</b> <b>(305) 935-2922</b></p> <p><b>Broward</b> <b>(954) 929-2922</b></p>
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[projects@robertstraffic.com](mailto:projects@robertstraffic.com)

### Water Well Drilling Contractors

Water Well Drilling Contractors

<b>Name:</b> CM2 DRILLING INC
<b>Business Description:</b> WATER WELL DRILLING CONTRACTORS
<b>Street:</b> 4182 S UNIVERSITY DR

<b>City:</b> DAVIE <b>State:</b> FL <b>Zip:</b> 33328
<b>County:</b> BROWARD <b>District:</b> DISTRICT FOUR
<b>Phone:</b> (954) 775-4162 <b>Fax:</b> (954) 742-5443
<b>E-mail:</b> <a href="mailto:cm2drilling@earthlink.net">cm2drilling@earthlink.net</a>
<b>Work Location:</b>
<b>County:</b>
<b>District:</b>
<b>Contact:</b> SANDRA MAGISTRO
<b>UCP Cert. DBE State Cert.: MBE UCP Certifying Member:</b> BC
<b>First SC: First NAICS:</b> 213111
<b>2nd SC: 3rd SC: 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:</b>
<b>2nd NAICS: 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:</b>
<b>NOTE:</b> OBE stands for Other Business Enterprise indicating that the firm is not certified.

<p><b>BEST WELLS, INC</b></p> <p>WELL DRILLING - ELEVATOR SHAFTS - IRRIGATION</p> <p><b>305-571-9662 • Fax: 305-666-8457</b></p> <p><a href="http://www.bestwells.com">www.bestwells.com</a> • <a href="mailto:info@bestwells.com">info@bestwells.com</a></p> <p>Lic. #CC11258, #CFC1425847 <b>Minority Certified • CSBE/DBE • Licensed &amp; Insured</b></p>	<p><i>Serving South Florida</i></p> <p><b>Well Drilling Specialists</b></p> <p><b>Drainage • Well Testing</b></p> <p><b>Storm Cleanouts</b></p> <p>9719 S. Dixie Hwy., Suite 2, Pinecrest, FL 33156</p>
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[info@bestwells.com](mailto:info@bestwells.com)



**Cassandra Toppino**

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**From:** ccooper@herald.com  
**Sent:** Tuesday, November 10, 2009 6:28 PM  
**To:** cassandra@charleytoppinoandsons.com  
**Subject:** Ad Order # 7063900 Confirmation

## The Miami Herald

Dear CHARLEY TOPPINO & SONS, INC.:

Thank you for placing an ad in the Miami Herald Classifieds!  
The details of your ad follow:

Reference Number:	<b>7063900</b>
Start Date:	<b>11/12/2009</b>
Class:	<b>H0117</b>
Category:	<b>LEGAL NOTICES-F</b>
Price:	<b>\$ 389.00</b>
Days Ordered:	<b>002</b>
Lines:	<b>26</b>
Package:	<b>LEGALPKG</b>

The text of your ad follows:

**CHARLEY TOPPINO & SONS, INC.** is soliciting bids from certified MBE, DBE, and WBE subcontractors for this project in Monroe County, CITY OF KEY WEST STORMWATER GRAVITY INJECTION WELLS PHASE V IMPROVEMENTS TO THE DRAINAGE SYSTEM IN KEY WEST, FL TO REDUCE FLOODING AND PRE TREAT STORMWATER RUNOFF. THE PROJECT CONSISTS OF THE INSTALLATION OF TEN (10) GRAVITYINJECTION WELLS, WITH TRIPLE CHAMBER BAFFLE BOXES, CATCH BASINS, DRAINAGE PIPES, PAVEMENT AND CURBRESTITORATION, ADA COMPLIANT SIDEWALK RESTORATION.  
Please Call Ron Armstrong at 305 -296-5606, By 10/16/2009  
If you are interested in giving us a price.

(please note that the actual ad text will appear right and left justified in the newspaper)

REVISED COST FOR 2 DAYS, NOT 3 DAYS AS PREVIOUSLY SHOWN.

If you have any questions, contact me directly or email us at [AdsByEmail@Herald.com](mailto:AdsByEmail@Herald.com). To place another ad, call our Classified Department at 305-376-2222 or go to [www.HeraldClassifiedAd.com](http://www.HeraldClassifiedAd.com). Thank you for your business!

Clarice Cooper  
Miami Herald Classified Representative

  [MiamiHerald.com](http://MiamiHerald.com) 



# Tampa Tribune Order Confirmation for Ad #0002812194-01

**Client:** CHARLEY TOPPINO & SONS, INC.  
**Client Phone:** 305-296-5606  
**Account#:** 1020470  
**Address:** ATTN: RONALD J. ARMSTRONG, P.O. BO. 33041-0787 USA  
**Fax:**  
**E-Mail:** TOPPKW@aol.com

**Payor Customer:** CHARLEY TOPPINO & SONS, INC.  
**Payor Phone:** 305-296-5606  
**Payor Account:** 1020470  
**Payor Address:** ATTN: RONALD J. ARMSTRONG, P.C. 33041-0787  
**Acct. Exec:** dweller

**Ad Content Proof**  
 CHARLEY TOPPINO & SONS, INC. is soliciting bids from certified MBE, DBE, and WBE subcontractors for this project in Monroe County, FL. The project is for DRAINAGE IMPROVEMENTS TO THE DRAINAGE SYSTEM IN KEY WEST, FL. TO REDUCE FLOODING AND PREVENT STORMWATER RUNOFF. THE PROJECT CONSISTS OF THE INSTALLATION OF TEN (10) GRAVITY INJECTION WELLS, WITH TRIPLE CHAMBER BAFFLE BOXES, CATCH BASINS, DRAINAGE PIPES, PAVEMENT AND CURB RESTORATION, ADA COMPLIANT SIDEWALK RESTORATION. Please Call Ron Armstrong at 305-296-5606. By 11/16/2009 if you are interested in giving us a price.  
 #7780 11/12,15/09

**Total Amount:** \$324.66  
**Payment Amt:** \$0.00  
**Amount Due:** \$324.66

**Payment Method Text:**  
**Order Notes:**  
**Ad Number:** 0002812194-01  
**Pick Up Number:**

**Ad Type:** CLS Liner  
**Ad Size:** 2.0 X 18 Li  
**Placement/Class:**  
**Color:** <NONE>  
**Production Method:** AdBooker (liner)

**Product:**  
**Run Schedule Invoice Text:**  
**Run Dates:**  
**Tag Line:**

**Materials:**  
**Affidavits:** 1  
**PO Number:** 7780  
**Blind Box:**

**Production Color:**  
**Production Notes:**  
**# Inserts:**  
**Cost:**

**Tampa Tribune:**  
 CHARLEY TOPPINO & SONS, INC. is soliciting bids from certified MBE and WBE subcontractors for this project in MO  
 CHARLEY TOPPINO & SONS, INC. is soliciting bids from certified MBE and WBE subcontractors for this project in MO  
 TBO.com: Default TBO  
 CHARLEY TOPPINO & SONS, INC. is soliciting bids from certified MBE and WBE subcontractors for this project in MO  
 CHARLEY TOPPINO & SONS, INC. is soliciting bids from certified MBE and WBE subcontractors for this project in MO