

RESOLUTION NO. 15-249

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID OF CHARLEY TOPPINO AND SONS, INC. FOR VFD UPGRADES TO WASTEWATER PUMP STATIONS A, B, C, D and DA, PROJECT NO. SE-1301, IN ACCORDANCE WITH THE TERMS SPECIFIED IN ITB 15-014, IN AN AMOUNT NOT TO EXCEED \$4,022,894.40, WHICH INCLUDES A \$3,962,090.00 LUMP SUM PLUS ADDITIVE ALTERNATES TOTALING \$60,804.40; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS CONTAINED IN THE BID PACKAGE AND UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 13, 2015 two bids were opened in response to ITB #15-014, for VFD Upgrades to Wastewater Pump Stations A, B, C,D and DA, and the bids were determined to be responsive; and

WHEREAS, the bid submitted by Charley Toppino and Sons, Inc. was the lowest responsive bid; and

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



Section 1: That the bid of Charley Toppino and Sons, Inc. for the VFD Upgrades to Wastewater Pump Stations A. B. C, D and DA, Project No. SE-1301 in accordance with the terms specified in ITB #15-014 is hereby awarded in an amount not to exceed \$4,022,894.40, which includes \$3,962,090.00 lump sum with additive alternates totaling \$60,804.40.

Section 2: That \$2,500,000.00 is allocated for this project in account #402-3503-535-6500, and a necessary budget transfer in the amount of \$1,622,894.40 from sewer fund reserves account #401-3501-535-9700 is hereby authorized and approved.

Section 3: That the City Manager is authorized to execute a contract in substantial conformance with the contract documents contained within the bid package on behalf of the City of Key West, upon the advice and consent of the City Attorney.



Section 4: 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 4th day of August, 2015.

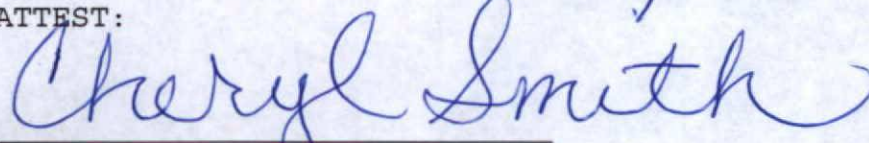
Authenticated by the Presiding Officer and Clerk of the Commission on 5th day of August, 2015.

Filed with the Clerk on August 5, 2015.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK





THE CITY OF KEY WEST

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

MEMORANDUM

**TO:** Jim Scholl, City Manager

**CC:** Sarah Spurlock, Assistant City Manager  
Greg Veliz, Assistant City Manager

**FROM:** John Paul Castro, Utilities Director

**DATE:** July 17, 2015

**SUBJECT:** Awarding the Bid for Construction of the VFD Upgrades to Wastewater Pump Stations A, B, C, D, and DA, Project No. SE-1301, to Charley Toppino & Sons, Inc., in the amount of \$4,022,894.40; Authorizing Sewer Fund Reserves Budget Transfer for Construction and CEI Services Payments.

**ACTION STATEMENT:**

This resolution will approve award of the VFD Upgrades to Wastewater Pump Stations A, B, C, D, and DA to Charley Toppino & Sons, Inc., in the total amount of \$4,022,894.40, including \$3,962,090.00 lump sum with additive alternates totaling \$60,804.40.

**BACKGROUND:**

Scope of work at pump stations A, B, C, D, and DA consists of construction of an electrical building on raised platform, for installation of variable frequency drive (VFD) on each sewage pump, upgrade of station telecommunication controller & data acquisition system (SCADA), site modifications, electrical and instrumentation improvements.

In response to ITB 15-014, two bids were received and opened on May 13, 2015. Both bids were determined to be responsive to the Invitation to Bid. Unforeseen contingency, permit, Keys Energy Services, and landscape allowances are included in lump sum base bid. Summary of the bids received are as follows:

	Charley Toppino & Sons	D.N. Higgins
Lump Sum Bid	\$3,962,090.00	\$4,034,900.00
Additive Alternate 1	\$18,942.00	\$32,000.00
Additive Alternate 2	\$1,000.00	\$23,000.00
Additive Alternate 3	\$16,742.40	\$27,000.00
Additive Alternate 4	\$24,120.00	\$44,000.00
	<u>\$4,022,894.00</u>	<u>\$4,160,900.00</u>

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



**PURPOSE & JUSTIFICATION:**

Pump performance evaluations conducted by CH2M Hill determined sewage pumps at stations A, B, C, D, and DA are operating inefficiently, resulting in high consumption of electricity, excessive number of pump starts, and increased wear on parts. This project proposes to install VFD pump starters and controllers on the pumps to reduce power used during pump start-up and adjust pump speed to suit sewage flow conditions.

**FINANCIAL IMPACT:**

Bid price exceeds funds budgeted in account 401-3503-535-6500 for VFD Installation at Lift Stations A, B, C, D, and DA, SE1301. In the FY 14/15 budget, \$2,500,000 has been allocated for this project.

City staff proposes a budget transfer from sewer fund reserves, account number 401-3501-535-97, in the amount of \$1,622,894.40, for construction payments and construction engineering & inspection (CEI) services consultant fees. CEI Services consultant and contract fees to be determined by a task order and approved by a separate city commission resolution.

**OPTIONS:**

1. City Commission could approve award of the contract and authorize the City Manager to execute the contract with the low bidder, Charley Toppino & Sons, Inc., for VFD Upgrades to Wastewater Pump Stations A, B, C, D, and DA; authorize budget transfer for payment of construction costs and CEI services; and authorize the City Manager to execute a contract with the low bidder in conformity with the bid documents upon the advice and consent of the City Attorney.
2. The City Commission could elect to not approve award of the contract.

**RECOMMENDATION:**

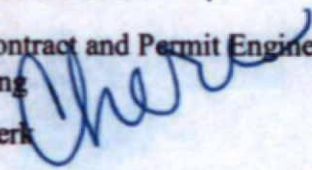
City Staff recommends the City Commission select Option 1; approve award of the low bid, \$4,022,894.40 from Charley Toppino & Sons, Inc.; authorize budget transfer for payment of construction costs and CEI services; and authorize City Manager to execute contract with low bidder.



# INTEROFFICE MEMORANDUM

To: John Castro, Jr. Utilities Director

CC: Elizabeth Ignoffo, Contract and Permit Engineer  
Sue Snider, Purchasing

From: Cheri Smith, City Clerk 

Date: May 14, 2015

Subject: **VFD Upgrades to Wastewater Pump Stations A,B,C,D and DA; BID 15-014**

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The following bids were opened Wednesday, May 13, 2015 at 3:00 p.m. in response to the above referenced project.

1.	Charley Toppino & Sons, Inc. P O Box 787 Key West, FL 33041	Lump Sum: \$3,962,090.00 Additive/Alternate No.1: \$18,942.00 Additive/Alternate No.2: \$ 1,000.00 Additive/Alternate No.3: \$16,742.40 Additive/Alternate No.4: \$24,120.00
2.	D. N. Higgins, Inc. 3390 Travis Pointe Road Suite A Ann Arbor, MI 48108	Lump Sum: \$4,034,900.00 Additive/Alternate No.1: \$32,000.00 Additive/Alternate No.2: \$23,000.00 Additive/Alternate No.3: \$27,000.00 Additive/Alternate No.4: \$44,000.00

CS/amb

Bid 15-014 VFD Upgrades to Wastewater Pump Stations A,B,C,D and DA



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

**BID FORM**

To: The City of Key West

Address: 3126 Flagler Avenue, Key West, Florida 33040

Project Title: ITB #15-014/ VFD Upgrades to Wastewater Pump  
Stations A, B, C, D, and DA

CH2M HILL Project No.: 476744

City of Key West Project No.: SE 1101

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

Company Name: CHARLEY TOPPINO & SONS, INC.

Contact Name: RONALD J. ARMSTRONG

Telephone: 305 296-5606

**1. BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

1.3. 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.



2. CONTRACT EXECUTION AND BONDS

2.1. 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 Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

3. CERTIFICATES OF INSURANCE

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

4. START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

4.1. The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 330 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 360 calendar days from the date when the Contract Times commence to run.

5. LIQUIDATED DAMAGES

5.1. In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for each substantial completion.

5.2. After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.



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

6. ADDENDA

6.1. The Bidder hereby acknowledges that he has received Addenda Nos. 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

7. SALES AND USE TAXES

7.1. The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

8. PUBLIC ENTITY CRIMES

8.1. "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

9. LUMP SUM ITEMS

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



## 10. UNFORESEEN CONDITIONS ALLOWANCE

10.1. Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Work Change Directive. The Owner will negotiate with the Contractor how each Allowance will be spent prior to performing the work.

## 11. PERMIT ALLOWANCE

11.1. Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for any Permits required by the City of Key West and any Regulatory Agency Permit(s). Bidder acknowledges that payment will be based on actual cost for the permit(s).

## 12. LANDSCAPE ALLOWANCE

12.1. Bidder further acknowledges that the amount shown is an estimated amount to be included in the Total Base Bid for any landscaping required by the City of Key West. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Work Change Directive. The Owner will negotiate with the Contractor how each Allowance will be spent prior to performing the Work.

## 13. KEYS ENERGY SERVICE ALLOWANCE

13.1. Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid to cover payment to Keys Energy Service for electrical service. Bidder further acknowledges that payment will be based on actual amount paid as indicated by appropriate invoice.

**Lump Sum Bid Price**

A.	Pump Station A	\$ <u>633,931.00</u>
B.	Pump Station B	\$ <u>652,537.00</u>
C.	Pump Station C	\$ <u>689,681.00</u>
D.	Pump Station D	\$ <u>720,680.00</u>
E.	Pump Station DA	\$ <u>640,261.00</u>
F.	Unforeseen Conditions Allowance	\$ <u>300,000.00</u>



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- G. Permit Allowance \$250,000.00
- H. Landscape Allowance \$25,000.00
- I. Keys Energy Allowance \$50,000.00

**TOTAL BASE BID**

\$ 3,962,090.00  
(Numerals)

THREE MILLION, NINE HUNDRED SIXTY TWO THOUSAND, & NINETY

Dollars

(Amount written in words has precedence)

and ZERO Cents

**ADDITIVE ALTERNATE NO. 1:**

This alternative is for the upgrade of fence and gate at Pump Station A from the existing chainlink fence and gate to Aluminum Fence Section: Detail 3231-430 on Drawing 090-C-501. The alternative includes all labor, equipment, and necessary appurtenances.

\$ 18,942.00

**ADDITIVE ALTERNATE NO. 2:**

This alternative is for the upgrade of fence and gate at Pump Station B from the existing chainlink fence and gate to Aluminum Fence Section: Detail 3231-430 on Drawing 090-C-501. The alternative includes all labor, equipment, and necessary appurtenances.

\$ 1,000.00

**ADDITIVE ALTERNATE NO. 3:**

This alternative is for the upgrade of fence and gate at Pump Station DA from the existing chainlink fence and gate to Aluminum Fence Section: Detail 3231-430 on Drawing 090-C-501. The alternative includes all labor, equipment, and necessary appurtenances.

\$ 16,742.40

**ADDITIVE ALTERNATE NO. 4:**

This alternative is for the upgrade of fence and gates at Pump Station D from the existing chainlink fence and gate to Aluminum Fence Section: Detail 3231-430 on Drawing 090-C-501. The alternative includes all labor, equipment, and necessary appurtenances. The block fence and wood fence remain and is not included.

\$ 24,120.00



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SUBCONTRACTORS

13.2. 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:

Barracuda Builders  
Name  
5601 3rd Ave Key West FL 33040  
Street City State Zip

Southernmost Welding  
Name  
25 Tamarind Dr Key West FL 33040  
Street City State Zip

Florida Fence Corp  
Name  
P.O. Box 227 Tavernier FL 33070  
Street City State Zip

N Square Inc.  
Name  
2220 Trade Center Way Naples, FL 34109  
Street City State Zip

Surety

HANOVER INS COMPANY whose address is  
440 LINCOLN ST WORCESTER MA 01653  
Street City State Zip



SUBCONTRACTORS

13.2. 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:

Florida Keys Electric  
Name  
5730 2<sup>nd</sup> Ave Key West FL 33040  
Street City State Zip

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street City State Zip

**Surety**

\_\_\_\_\_ whose address is  
\_\_\_\_\_  
Street City State Zip



**Bidder**

The name of the Bidder submitting this Bid is CHARLEY TOPPINO & SONS, INC.

\_\_\_\_\_ doing business at  
US HWY # 1, MM 8.5, ROCKLAND KEY KEY WEST FL 33040  
Street City State Zip

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

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

<u>FRANK P. TOPPINO</u>	<u>PRESIDENT</u>
<u>EDWARD TOPPINO, SR</u>	<u>TREASURER</u>
<u>DANIEL P. TOPPINO</u>	<u>ASSISTANT SECRETARY</u>

**If Sole Proprietor or Partnership**

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

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

\_\_\_\_\_  
Title



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**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 MAY, 2015.



CHARLEY TOPPINO & SONS, INC.

Name of Corporation

By: Edw Joppino

Title: TREASURER

Attest: Janice Jrc  
Secretary

**END OF SECTION**







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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 Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 11th day of May, 2015.

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 &  
Florida Resident Agent

**END OF SECTION**



**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

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

of Insource Inc. of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge 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**

WHEREAS, the Board of Directors of the Company duly adopted a resolution on October 7, 1981 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the "Original Surety Resolution");

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

NOW THEREFORE, be it hereby:

RESOLVED: That the authority of all attorneys-in-fact of the Company validly issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding as of the date hereof are hereby ratified, confirmed and approved in all respects.

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it 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 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.

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 two Vice Presidents, this 23rd day of April 2015.



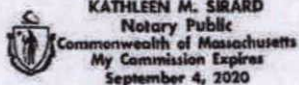
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Joe Brenstrom*  
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 23rd day of April 2015 before me came the above named Vice Presidents 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.



*Kathleen M. Sirard*  
Kathleen M. Sirard, Notary Public  
My Commission Expires September 04, 2020

I, the undersigned 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 all such surety Attorneys-in-facts issued by the Company from and including the date hereof shall be authorized pursuant to the foregoing resolution (the "Surety Resolution").

RESOLVED: That the President or any Vice President of the Company, in conjunction with any Vice President, be and hereby are authorized and empowered to establish, and from time to time review and amend, written security measures, protocols and safeguards for all Attorneys-in-fact issued by the Company pursuant to the Surety Resolution, including without limitation, security features on the actual certificates issued by the Company and evidencing such Attorneys-in-fact.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of May 2015.

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

*J. Michael Peto*  
J. Michael Peto, Vice President



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

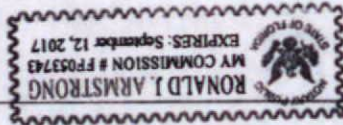
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Edward Joppa

Sworn and subscribed before me this  
12 day of MAY, 20 15

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

My Commission Expires:



END OF SECTION



**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 VFD Upgrades to Pump Stations A, B, C,  
D, and DA.  
City of Key West, 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 787 KEY WEST, FL 33041

\_\_\_\_\_ and (if applicable) its Federal Employer

Identification Number (FEIN) is 59-2426906

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

3. My name is EDWARD TOPPINO SR.  
(please print name of individual signing)

and my relationship to the entity named above is TREASURER

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

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

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

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

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



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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

Edward Toppino Sr  
(signature)  
MAY 12, 2015  
(date)

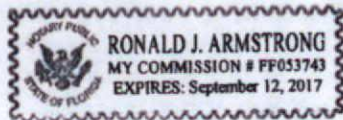
STATE OF FL  
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

EDWARD TOPPINO SR who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 12 of MAY, 20 15.

My commission expires:



Ronald J. Armstrong  
NOTARY PUBLIC



**CITY OF KEY WEST INDEMNIFICATION FORM**

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

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

CONTRACTOR: CHARLEY TOPPINO & SONS, INC.

SEAL:

P.O. BOX 787, KEY WEST, FL 33041

Address

*Edward Toppino Sr*

Signature

EDWARD TOPPINO SR

Print Name

TREASURER

Title

DATE: MAY 12, 2015



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )  
 )  
 ) : SS  
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that the firm of CHARLEY TOPPINO & SONS, INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

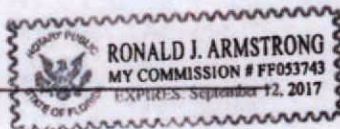
By: *Edward Toppino*

Sworn and subscribed before me this

12 day of MAY, 2015.

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

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





**City Ordinance Sec. 2-799**  
**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).



- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.
- (b) Equal benefits requirements.
- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
  - (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
  - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
  - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
  - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.



- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
  - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
  - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."



## (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.



**CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT**

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor. Fee not to exceed \$309.75.
  
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
  
3. A Business License Tax Application can be found on the City's web site.

**<http://www.cityofkeywest-fl.gov/egov/docs/1162843921181.htm>**



### Business License Tax Application

City of Key West  
 City Hall Annex  
 PO Box 1409  
 Key West, FL 33041

Date Applied \_\_\_\_\_

License # \_\_\_\_\_  
 Phone 305-809-3955  
 Fax 305-809-3978

Business Type: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Location: \_\_\_\_\_

Business Owner: \_\_\_\_\_

State Licensed Qualifier (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

EIN / SS # \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_  
 Applicant name (printed)      Applicant signature      Date

State of Florida  
 County of Monroe  
 The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by

\_\_\_\_\_  
 Signature of Notary Public      (stamp or seal). Personally known \_\_\_\_  
 Produced id \_\_\_\_\_

- \_\_\_\_ Sales Tax number 3106 Flagler Ave 292-6735      City utility acct \_\_\_\_\_
- \_\_\_\_ Commercial garbage Waste Mgmt 296-8297
- \_\_\_\_ Lease or deed
- \_\_\_\_ State License DBPR 850-487-1395 / Dept Ag 305-470-6900
- \_\_\_\_ Home occupation application
- \_\_\_\_ Fictitious Name registration      Previous use \_\_\_\_\_
- \_\_\_\_ Corporate or LLC registration
- \_\_\_\_ Liability / Worker's Comp      Zoning \_\_\_\_\_
- \_\_\_\_ Fire Inspector 292-8179
- \_\_\_\_ CO / final inspection on any permits      Category \_\_\_\_\_ Fee \$ \_\_\_\_\_
- \_\_\_\_ Monroe County or local licensing

Licensed in accordance with Chapter 66, Key West Code of Ordinances

\_\_\_\_ Approved      Denied / Reason \_\_\_\_\_

\_\_\_\_\_  
 Licensing Official      Date







**Sec. 2-773. Cone of Silence**

(a) **Definitions.** For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) **Prohibited Communications:** A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;



- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.



## (d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

## (e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.



- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.



**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22  
SECTION 2-798**

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

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

Current Local Address: US HWY # 1, ROCKLAND KEY Fax: 305 296-5189  
(P.O Box numbers may not be used to establish status)  
KEY WEST, FL 33040

Length of time at this address 30 YRS

*Edward Toppino Sr* 5-12-15  
Signature of Authorized Representative Date

STATE OF FL  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 12 day of MAY 2015  
By EDWARD TOPPINO SR, of CHARLEY TOPPINO & SONS, INC  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

*Ronald J. Armstrong*  
Signature of Notary



\_\_\_\_\_  
Print, type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

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



**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 their Bid.)

1. All Contract Documents thoroughly read and understood. [ X ]
2. All blank spaces in Bid Form filled in, using black ink. [ X ]
3. Total and unit prices added correctly. [ X ]
4. Addenda acknowledged. [ X ]
5. Subcontractors are named as indicated in the Bid Form. [ X ]
6. Experience record included. [ X ]
7. Bid signed by authorized officer. [ X ]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [ X ]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [ X ]
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. [ X ]
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and two (2) originals and two (2) USB drives; each containing a single complete PDF file. [ X ]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [ X ]
13. Bidder must provide satisfactory documentation of State Licenses. [ X ]
14. Anti-Kickback Affidavit signed by authorized officer. [ X ]
15. Public Entity Crimes Statement signed by authorized officer. [ X ]
16. Key West Indemnification Form signed by authorized officer. [ X ]
17. Disclosure of Lobbying Activities Form signed by authorized officer. [ X ]
18. Non-Collusion Declaration and Compliance with 49 CFR §29 signed by authorized officer. [ X ]
19. Florida Trench Safety Act Compliance signed by authorized officer. [ X ]
20. Suspension and Debarment Certification signed by authorized officer. [ X ]



476744A.GNI

21. Equal Benefits for Domestic Partners Affidavit signed by authorized officer.  [ X ]
23. Cone of Silence Affidavit signed by authorized officer.  [ X ]

**END OF SECTION**



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"/> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> <p>a. bid/offer/application b. initial award c. post-award</p> <p style="text-align: center; font-size: 2em;">NA</p>	<p><b>3. Report Type:</b></p> <input type="checkbox"/> <p>a. initial filing b. material change</p> <p><b>For Material Change Only:</b></p> <p>year _____ quarter _____ date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <p>Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p style="text-align: center;">\$</p>	



<p><b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):</p> <p style="text-align: center; font-size: 2em;">NA</p> <p style="text-align: center;">(attach Continuation Sheet(s))</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;">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><b>Signature:</b> <u>Edward Topino Sr</u></p> <p><b>Print Name:</b> <u>EDWARD TOPPINO SR</u></p> <p><b>Title:</b> <u>TREASURER</u></p> <p><b>Telephone No.:</b> <u>305296-5606</u>      <b>Date:</b> <u>5-12-15</u></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: 5-12-15

I, EDWARD TOPPINO, SR, hereby  
 declare that I am TREASURER (NAME) of CHARLEY TOPPINO & SONS, INC.  
 Of KEY WEST, FL (TITLE) (FIRM)  
 (CITY AND STATE)

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

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.



8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(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.

CONTRACTOR: \_\_\_\_\_ (Seal)  
CHARLEY TOPPINO & SONS, INC.

BY: EDWARD TOPPINO, SR  
NAME AND TITLE PRINTED

WITNESS: RONALD J. ARMSTRONG

BY: Edward Toppino Sr  
SIGNATURE

WITNESS: Ronald J. Armstrong

Executed on this 12 day of MAY, 2015

**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 the 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. _____	_____	_____	_____	_____

*Edward Toppino*  
Signature  
MAY 12, 2105  
Date

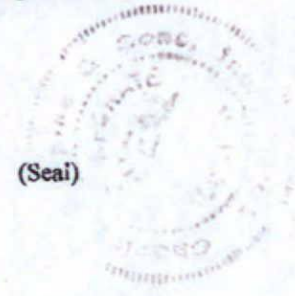
STATE OF FL  
COUNTY OF MONROE

**PERSONALLY APPEARED BEFORE ME, the undersigned authority, EDWARD TOPPINO , SR**

\_\_\_\_\_, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 12 day of MAY, 2015

*Ronald J. Armstrong*  
Notary Public



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 5-12-15

By Edward Toppino  
Authorized Signature/Contractor  
**EDWARD TOPPINO SR** TREASURER

Type/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 \_\_\_\_\_



**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. 7 years ago.

**1.) CITY OF KEY WEST**  
**P.O. BOX 1409**  
**KEY WEST, FL 33040**  
**305 809-3965**

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

**PROJECTS:**

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



SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES
COLLEGE ROAD ENHANCEMENTS	\$ 283,921.84	BOND YES
ATLANTIC BLVD ENHANCEMENTS	\$ 498,839.13	BOND YES

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

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

**PROJECTS:**

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

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

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

TRUMAN AVE PROJECT:	\$10,500,000	BOND YES
BIG COPPITT BIKE PATH:	\$ 480,000	BOND YES
EMERGENCY ROAD REPAIRS, HURR WILMA:	\$ 185,000	BOND NO
HURRICANE GEORGES ROAD REPAIRS:	\$ 52,000	BOND NO
KNIGHTS KEY	\$ 373,000	BOND YES
BIG COPPITT BOAT RAMP & SPANISH HARBOR:	\$ 500,000	BOND NO
BIKE PATH SADDLE BUNCH KEYS	\$ 450,000	BOND YES
BOCA CHICA SEAGRASS MITIGATION	\$ 1,352,930	BOND YES
SUMMERLAND KEY DRAINAGE	\$2,000,000	BOND YES



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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

**PROJECTS:**

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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



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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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



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

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

**PROJECTS:**

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

**13. BRPH**  
3275 SUNTREE BLVD  
MELBOURNE, FL 32940

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

**PROJECTS:**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. SS RAFFERTY, LLC**  
**3717 EAGLE AVE**  
**KEY WEST, FL 33040**

**SCOPE OF WORK:** DEMOLITION, SITEWORK, BUILDING.

512 DUVAL STREET BUILDING	\$1,071,586.28	BOND NO
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**21. BOTSFORD BUILDERS**  
 937 107th Street Gulf  
 Marathon, FL 33050  
 (305) 743-9644

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

FLAGLER'S VILLAGE	\$956,445.00	BOND YES
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**22. GENERAL ASPHALT**  
 4950 NW 172 AVE  
 MIAMI, FL 33166  
 (305) 592-3480

**SCOPE OF WORK:** EXCAVATION, CLEAR / GRUBBING, ROAD BASE.

SUGARLOAF SEGMENT US # 1	\$401,598.22	BOND NO
SHARK KEY WEST US # 1	\$61,320.86	BOND NO
RAMROD LITTLE TORCH US # 1	\$463,939.28	BOND NO
SUGARLOAF TO BIG COPPITT US # 1	\$136,250.46	BOND NO



**28. BOY SCOUTS OF AMERICA, SOUTH FL COUNCIL**

15255 NW 82ND AVE  
MIAMI LAKES, FL 33016  
(305) 364-0020

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

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

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

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

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

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



**23. WHARTON SMITH**  
3547 SW CORPORATE PARKWAY  
PALM CITY, FL 34990-8152  
(772) 283-2944

**SCOPE OF WORK:** STORM DRAINAGE, INJECTION WELLS.

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

**24. AJAX BUILDING CORPORATION**  
6050 PORTER WAY  
SARASOTA, FL 34232  
(941) 371-6222

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

FKCC MARINE TECH BUILDING	\$466,000.00	BOND YES
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<b>25. CIVIC CONSTRUCTION</b>	<b>JL WOODE, LLC</b>
7144 SW 47TH STREET	49 IMMIGRATION ST
MIAMI, FL 33155	SUITE 103
(305) 661-4859	CHARLESTON, SC 29403
	(312) 363-6000

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

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

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

**SCOPE OF WORK:** SITE WORK, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT, FIELD LIGHTING.

HOB PARKING LOT, SOCCER FIELD	\$343,882.00	BOND YES
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CHARLEY TOPPINO & SONS, INC.

KEY WEST INTERNATIONAL AIRPORT DRAINAGE RECONSTRUCTION PROJECT  
PRJ #: GAKA158

QUESTION # 18

**3.) FLORIDA DEPT OF TRANSPORTATION**

605 Suwannee Street  
Tallahassee, FL 32399-0450  
(850) 414-4000

SUMMERLAND KEY DRAINAGE \$2,000,000 BOND YES

**2.) MONROE COUNTY**

1100 SIMONTON STREET  
KEY WEST, FL 33040  
305 292-4426

MARATHON AIRPORT TAXILANES, T HANGER DEV. \$2,366,000 BOND YES  
KW INTN AIRPORT: PARKING LOTS \$ 531,000 BOND YES

**1.) CITY OF KEY WEST**

P.O. BOX 1409  
KEY WEST, FL 33040  
305 809-3965

GRAVITY INJECTION WELLS: PHASE I \$4,800,000 BOND YES  
GRAVITY INJECTION WELLS: PHASE II \$2,236,000 BOND YES  
GRAVITY INJECTION WELLS: PHASE 5 \$1,998,385 BOND YES  
GRAVITY INJECTION WELLS: PHASE 6 \$1,989,225 BOND YES



**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: TOPPINO FRANK P

RECEIPT# 30140-9142

Owner Name: FRANK P TOPPINO

Business Location: US HWY 1  
KEY WEST, FL 33040

Mailing Address:  
PO BOX 787  
KEY WEST, FL 33040

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

Employees 30

STATE LICENSE: RG0045369/GC152A/ENG I 132A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 110-13-00007585 09/29/2014 125.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2015

Business Name: TOPPINO FRANK P

RECEIPT# 30140-9142

Owner Name: FRANK P TOPPINO

Business Location: US HWY 1  
KEY WEST, FL 33040

Mailing Address:  
PO BOX 787  
KEY WEST, FL 33040

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

Employees 30

STATE LICENSE: RG0045369/GC

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 110-13-00007585 09/29/2014 125.00



**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89800

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

Business Location: 8.5 ROCKLAND KEY  
KEY WEST, FL 33040  
Business Phone:  
Business Type: CONTRACTOR (ENG CLASS I CC 749 A)

Employees 10

STATE LICENSE: CC749A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 110-13-00007585 09/29/2014 25.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2015

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89800

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

Business Location: 8.5 ROCKLAND KEY  
KEY WEST, FL 33040  
Business Phone:  
Business Type: CONTRACTOR (ENG CLASS I CC 749 A)

Employees 10

STATE LICENSE: CC749A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 110-13-00007585 09/29/2014 25.00



**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

RECEIPT# 53110-25514

Business Name: ROCKLAND RECYCLING CENTER ENERGY  
COMMONS INC DBA

Owner Name: FRANK & EDWARD & GEORGE TOPPINO  
Mailing Address: P O BOX 1149  
KEY WEST, FL 33041

Business Location: MM 8.5 US HWY 1  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: WHOLESALE SALES (RECYCLING CONST  
DEBRIS)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

**Paid 110-13-00007585 09/29/2014 30.00**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2015

RECEIPT# 53110-25514

Business Name: ROCKLAND RECYCLING CENTER ENERGY  
COMMONS INC DBA

Owner Name: FRANK & EDWARD & GEORGE TOPPINO  
Mailing Address: P O BOX 1149  
KEY WEST, FL 33041

Business Location: MM 8.5 US HWY 1  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: WHOLESALE SALES (RECYCLING CONST  
DEBRIS)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

**Paid 110-13-00007585 09/29/2014 30.00**



**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

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

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

Employees 70

COMP CARD: ENG I 131A

STATE LICENSE: CGC1518488

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

**Paid 110-13-00007585 09/29/2014 250.00**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129

**EXPIRES SEPTEMBER 30, 2015**

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

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

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

Employees 70

COMP CARD: ENG I 131A

STATE LICENSE: CGC1518488

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

**Paid 110-13-00007585 09/29/2014 250.00**



**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: TOPPINO CONSTRUCTION CO INC

RECEIPT# 30140-7153

Owner Name: EDWARD TOPPINO SR  
Mailing Address: PO BOX 787  
KEY WEST, FL 33041

Business Location: ROCKLAND KEY  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (ENGINEERING CONTRACTOR  
131A)

Employees 10

STATE LICENSE: EC 131A 10-05

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 110-13-00007585 09/29/2014 25.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2015

Business Name: TOPPINO CONSTRUCTION CO INC

RECEIPT# 30140-7153

Owner Name: EDWARD TOPPINO SR  
Mailing Address: PO BOX 787  
KEY WEST, FL 33041

Business Location: ROCKLAND KEY  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (ENGINEERING CONTRACTOR  
131A)

Employees 10

STATE LICENSE: EC 131A 10-05

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 110-13-00007585 09/29/2014 25.00



**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: T AND B DRILLING LLC

RECEIPT# 30140-99340

Owner Name: FRANK P TOPPINO, GEORGE LEONARD  
Mailing Address: QUALIFIER  
PO BOX 787  
KEY WEST, FL 33041

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

Employees 5

STATE LICENSE: 2947 EXP 7-31-2013

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 110-13-00007585 09/29/2014 20.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2015

Business Name: T AND B DRILLING LLC

RECEIPT# 30140-99340

Owner Name: FRANK P TOPPINO, GEORGE LEONARD  
Mailing Address: QUALIFIER  
PO BOX 787  
KEY WEST, FL 33041

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

Employees 5

STATE LICENSE: 2947 EXP 7-31

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 110-13-00007585 09/29/2014 20.00



Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75

Oper: KEVIN D  
Date: 10/02/14 56  
2015 23996

Type: OC  
Receipt no: 415

OR  
LIF-OCCUPATIONAL RENEWAL  
1.00 \$309.75

This document must be prominent  
transmitted by  
3024379

CHARLEY TOPPINO & SONS, INC.  
\$6625 \$1027.95

Trans date: 10/02/14 Time: 13:16:47

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



Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75

Oper: KEYWORD Type: OC Drawer: 1  
Date: 10/02/14 56 Receipt no: 415  
2015 23997  
OR LIC OCCUPATIONAL RENEWAL

1.00 \$309.75

This document must be prominently displayed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)

POB 787

KEY WEST FL 33041

Trans date: 10/02/14 Time: 13:16:47

CK CHECK

3024388

62625

\$1027.95



Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75

Comments:

Oper: KEYBLD Type: OC Drawer: 1  
Date: 10/02/14 56 Receipt no: 415  
2815 17557

OR LIC OCCUPATIONAL-RENEWAL  
1.00 \$309.75

This document must be prominently displayed.  
382561

CHARLEY TOPPINO & SONS, INC. \$1027.95

Trans date: 10/02/14 Time: 13:16:47

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



Add. Charges \$0.00  
Penalty \$0.00  
Total \$98.70

Comments: LEONARD, GEORGE, 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

Oper: KEYWORD  
Date: 10/02/14 56  
2015 2594

Type: DC  
Receipt no: 415

LIC OCCUPATIONAL RENEWAL  
1.00 \$98.78

3824582  
\$1827.95

Trans date: 10/02/14 Time: 13:16:47



**EQUIPMENT LIST  
CHARLEY TOPPINO & SONS, INC.**

**BACKHOES**

- B-42 CASE 580 SM COMBO W/ HAMMER
- B-02 CASE 580 SL COMBO
- B-03 CASE 590 TURBO COMBO
- B-04 CAT 322L (4 HR MIN.)
- B-18 225 BACKHOE (4 HR MIN.)
- B-43 CAT 325 (4 HR MIN.)
- B-20 CAT 235- BACKHOE (4 HR MIN.)
- B-41 VOLVO W/ ASST BUCKETS (4 HR MIN.)
- B-44 VOLVO W/ HOE RAM H-7 (4 HR MIN.)
- B-40 CAT 375 BACKHOE

**CRANES**

- C-16 NORTHWEST 50 TON (MIN. 4 HRS + SETUP)
- C-21 BOOM TRUCK

**DOZERS**

- D-29 KAMATSU (MIN. 3 HRS)
- D-31 KOMATSU
- D-26 CATERPILLER D-4 (MIN. 3 HRS)
- D-30 CATERPILLER D-5 (MIN. 3 HRS)

**GRADERS**

- G-12 CATERPILLER GRADER 120-G (MIN. 3 HRS)
- G-15 CATERPILLER GRADER 12-H
- G-14 HUBER GRADER-MAINTAINER (MIN. 3 HRS)
- G-11 HUBER GRADER

**LOADERS**

- L-07 TROJAN 1500 2 CY BUCKET
- L-34 CAT LOADER 28B 2.5 CY BUC.
- L-32 950 G CAT LOADER
- L-11 CASE 921-B 6.5 CY BUCKET
- L-12 HOUGH 550 5.5 CY BUCKET
- L-13 CASE 621-B 2.5 CY BUCKET
- L-22 BOBCAT (MIN. 3 HRS)
- L-30 90 LOADER VOLVO 3.5 CY BUCKET
- L-35 980 F CAT LOADER
- L-36 924 G LADER ( READY MIX PLANT)

**ROLLERS**

- R-01 RAM-MAX (MIN. 3 HRS)
- R-02 DYNAPAC VIBRATORY ROLLER (MIN. 3 HRS)
- R-06 GALION 3 WHEELED ROLLER
- R-06 WALK BEHIND ROLLER
- R-17 BOMAG VIBRATORY ROLLER (MIN. 3 HRS)

**TRAILERS**

- TL-17 FOUTAINE 40' FLATBED TRAIL/TRACTOR

**LOWBOYS**

- T-26 FORD TRACTOR 35 TON LOWBOY
- T-25 60 TON LOWBOY (4 HR MIN)
- T-34 FORD 12 TON
- T-45 35 TON LOWBOY

**SCOW BODIES**

- T-29 DUMP TRAILER 26 YD
- SCOW 22 ROCK BODY
- SCOW 22 ROCK BODY
- SCOW 22 ROCK BODY
- SCOW 22 ROCK BODY

**DUMP TRUCKS**

- T-24 TANDEM DUMP 20 CY
- T-28 TANDEM DUMP 20 CY
- T-47 MACK DUMP 22 CY
- T-48 MACK DUMP 22 CY
- T-50 CAT REAR DUMP D-225 ( MIN. 3 HRS)
- T-51 GMC DUMP TRUCK
- T-52 KENWORTH
- T-52 MOFETT

**WATER TRUCK**

- T-16 FORD
- T-49 FORD

**FLATBEDS**

- T-20 FORD FLATBED 6 YD DUMP
- T-22 FORD FLATBED DUMP (READY MIX)

**MISCELLANEOUS**

- A-15 WELDING TRUCK W/ WELDER
- MECHANICAL TOOL TRUCK (MIN. 3 HRS)
- CFM 190 AIR COMPRESSOR / DAY
- AIR CURTAIN BURNER / DAY
- D-16 ARROW BOARD / DAY