

NOTE TO BIDDER: Use preferably black ink or typewritten for completing this Bid Form.

BID FORM

To: The City of Key West

Address: 1300 White Street, Key West, Florida 33040

Project Title: CDBG-MIT- Tide Valve Stormwater Improvements
ITB #26-007

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

Company Name: CHARLEY TOPPINO & SON, INC

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

Email Address: ATOPPINO@CHARLEYTOPPINO.COM

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

The successful Bidder agrees that, if this bid is accepted, they will, within ten (10) working days, excluding Sundays and legal holidays, after receiving the Notice of Award, sign and return the Contract in the form annexed hereto, or as may be mutually agreed upon during any negotiation process, and deliver it to the City. At that time, the Bidder shall also provide to the City examples of the Performance Bond and Payment Bond as required in the Contract Documents, the required Certificate of Insurance (COI), and evidence of holding any necessary licenses and certificates.

Furthermore, the Bidder agrees that, to the extent of their bid, they will furnish all machinery, tools, apparatus, and other means of construction, and will perform all work and provide all materials necessary to complete the work as specified or indicated in the Contract Documents.

If any modifications to the contract are made during the negotiation process, the City will issue a revised version of the Contract to the Bidder along with the Notice of Award. The Bidder shall have ten (10) working days to review, sign, and return the revised Contract, along with the required documentation as outlined above.

Within ten (10) working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will execute the Contract by signing it. Execution of the Contract will be

deemed complete upon signatures from both parties.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish to the City, before commencing the work under this contract, the Certificates of Insurance (COI) as specified in these documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within ten (10) calendar days after receiving the Notice to Proceed and to complete the project, in all respects, within 365 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the rate of \$500 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

The City reserves the right to recover any liquidated damages by deducting the amount owed from the final payment or any retainage held by the City.

ADDENDA

The Bidder hereby acknowledges that they have received Addenda No's. 1, 2,
 , , , , , , , , ,
(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 their bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM ITEMS

The Bidder hereby proposes to accept, as full and complete compensation for the work described herein, the amounts calculated in accordance with the provisions of the Contract Documents and based on the following individual lump sum amounts. The Bidder affirms that each lump sum amount accurately reflects the total cost of labor, materials, equipment, and all associated overhead and profit required to perform the specified work as outlined in the Contract Documents.

Bidders are further advised that the General Allowance included in the bid is intended solely to cover unforeseen conditions. Use of these funds is subject to prior written approval from the City and shall not be expended at the Bidder's discretion.

[Remainder of page intentionally left blank]

BID PROPOSAL FORM

All bid prices submitted in this proposal shall include the full cost of labor, equipment, materials, disposal, and the Bidder's overhead and profit. The pricing for each line item is intended to contribute to a comprehensive total, representing the complete and satisfactory execution of the project. All work required, including incidental costs, shall be accounted for within the scheduled items of the contract; no separate or additional payment will be made for work not specifically itemized

The Bidder shall submit a Schedule of Values with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder may be considered non-responsive if Schedule of Values is not included in the Bid package.

Item No.	Description	Amount
1	Mobilization, General/Supp Conditions and Demobilization(10% of Construction Cost Max.)	\$ 205,430.00
2	Payment and Performance Bonds	\$ 139,000.00
3	Permit Fees Allowance (paid at cost)	\$10,000
4	Fort Street – Demolition, Triple Chamber Baffle Box, 48” Checkmate, 20 LF-36” Piping, Asphalt restoration.	\$180,000.00
5	Greene Street – Demolition, Vault Hatch, 24” Checkmate, Surface restoration	\$67,800.00
6	Jose Marti – 42” Checkmate, Valve Vault, 42” Connection Piping, 24” Checkmate, Surface Restoration	\$182,000.0
7	George Street – Triple Chamber Baffle Box, Waterline Relocation, 48” Checkmate, 48” connection piping, Surface Restoration Remove and Replace 60” x 56” Type – J Grated Catch Basin	\$220,000.00
8	Fourth Street – Demolition, Valve Vault, 36” Checkmate, 24” and 36” connection piping, Surface Restoration	\$118,800.00
9	Sixth St. & Patterson Ave. – Demolition, Valve Vault, 24” Checkmate, Connection Piping, Surface Restoration	\$79,900.00
10	Tenth Street / Winn Dixie – Demolition (manhole, endwall), clearing and grubbing, new manhole, 60” Checkmate, 60” connection and outlet piping, Flared end outlet, surface restoration	\$160,000.00
11	Eleventh St & Riviera – 42” Checkmate, Connection piping, surface restoration	\$84,900.00
12	Kennedy Dr & Riviera Dr. – Demolition, new catchbasin, 10” checkmate, 10” and 6” connection piping, surface restoration	\$60,900.00
13	Riviera St & Riviera Dr. – 48” Checkmate, Connection Piping, surface restoration	\$89,500.00
14	17 th St & Riviera Dr & Sunrise Dr – Demolition, new Catch Basin, 14” Checkmate, 12’ and 14” connection piping, surface restoration	\$46,300.00

Item No.	Description	Amount
15	18 th St & Sunrise Dr – New Valve vault, 42” Checkmate, 2-14” checkmates, connection piping, surface restoration	\$171,150.00
16	19 th St & Donald Ave – Demolition, 2-New Catch Basins, 2-12” Checkmates, Connection Piping, surface restoration	\$86,000.00
17	Venetian Dr – Demolition, New Catch Basin, 18” Checkmate, Connection piping, surface restoration	\$53,900.00
18	Jamaica Dr – Demolition, New Catch Basin, 18” Checkmate, Connection piping, surface restoration	\$53,900.00
19	Bahama Dr – Demolition, New Catch Basin, 18” Checkmate, Connection piping, surface restoration	\$53,900.00
20	Linda Ave. – Demolition New 42” Pipe W/42” Checkmate Surface Restoration	\$82,620.00
---	Lump Sum Total – Tide Valve Improvement Project (Must included all costs for labor, equipment, and materials to complete the project)	\$2,146,000.00

LUMP SUM TOTAL (Lines Items 1-20):

\$ 2,146,000.00

In Words: Two Million One Hundred Forty Six Thousand Dollars & Zero Cents

List items to be performed by Bidder’s own forces and the estimated total cost of these items:

Item Description	Cost
<u>All Demolition, Site Prep, Installation of Check</u>	<u>\$ 2,086,270.00</u>
<u>Valves, Piping, Structures to be Self-Performed by</u>	<u>\$</u>
<u>Bidder's Own Forces</u>	<u>\$</u>
<u>Only Item Not Self-Perfomed - Asphalt Patching</u>	<u>\$</u>
<u>_____</u>	<u>\$</u>
<u>_____</u>	<u>\$</u>
<u>_____</u>	<u>\$</u>
<u>_____</u>	<u>\$</u>
<u>_____</u>	<u>\$</u>
<u>_____</u>	<u>\$</u>
<u>_____</u>	<u>\$</u>

Payment for materials and equipment authorized by the Engineer in a written Change Order but not listed above will be provided at the supplier’s invoice plus 10%.

[Remainder of page intentionally left blank]

SUBCONTRACTORS

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

Affordable Asphalt Inc
Name
99198 Overseas Hwy Ste 11 , Key Largo , FL , 33037
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

SURETY

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA whose address is
ONE TOWER SQUARE , HARTFORD , CT , 06183
Street City State Zip

BIDDER

The name of the Bidder submitting this bid is

CHARLEY TOPPINO & SONS, INC doing business at
PO BOX 787 , KEY WEST , FL , 33041

Street City State Zip

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

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

<u>RICHARD TOPPINO</u>	<u>PAUL TOPPINO</u>
<u>JOHN TOPPINO</u>	<u>ANDREW TOPPINO</u>
<u>ASHLEY PEATTIE</u>	

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set their (its) hand this _____ day of _____ 2026.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed, and its seal affixed by its duly authorized officers this 8 day of JUN 2026.

(SEAL)

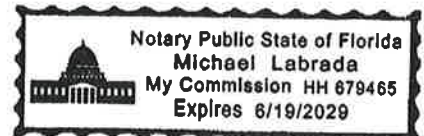
CHARLEY TOPPINO & SON, INC
Name of Corporation

By [Signature]

Title President

Attest Michael Labrada

Sworn and subscribed before this 8 day of JUN, 2026





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William L. Parker** of **MIAMI Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.

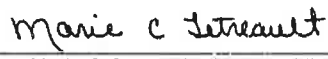
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

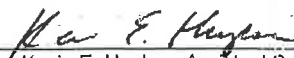
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9** day of **June** **2026**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

SWORN STATEMENT UNDER SECTION 287.133(3)(A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with bid or proposal for _____
ITB 26-007 CDBG-MIT-Tide Valve Stormwater Improvements

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

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

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

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

3. My name is Richard Toppino
(Please print name of individual signing)

and my relationship to the entity named above is President

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

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

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

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

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

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

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

(Signature)

(Date)

[Handwritten signature]
6/8/26

STATE OF FL

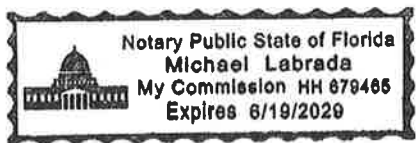
COUNTY OF MONROE

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Richard Toppano who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 8 day of Jun, 2026.

My commission expires:



[Handwritten signature: Michael Labrada]
NOTARY PUBLIC

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder 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 Bidder, 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 Bidder'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 Bidder 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 Bidder or of any third party to whom Bidder may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

Bidder: Charley Toppino & Sons, Inc

SEAL:

PO Box 787, Key West, FL 33041
Address


Signature

Richard Toppino
Print Name

PRESIDENT
Title

DATE:

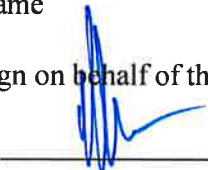
9/7/24

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name:	<u>Charley Toppino & Sons, Inc</u>
Vendor FEIN:	<u>59-2426906</u>
Vendor's Authorized Representative Name and Title:	<u>Richard Toppino, President</u>
Address:	<u>PO BOX 787</u>
City:	<u>Key West</u> State: <u>FL</u>
Zip:	<u>33041</u>
Phone Number:	<u>305-296-5606</u>
Email Address:	<u>AToppino@charleytoppino.com</u>

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By:	<u>Richard Toppino</u>	<u>President</u>
	Print Name	Print Title
who is authorized to sign on behalf of the above-mentioned company.		
Authorized Signature:		

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT

FOR LABOR OR SERVICES

Entity/Vendor Name: Charley Toppino & Sons, Inc

Vendor FEIN: 59-2426906

Vendor's Authorized Representative: Richard Toppino, President
(Name and Title)

Address: PO BOX 787

City: Key West State: FL Zip: 33041

Phone Number: 305-296-5606

Email Address: Atoppino@charleytoppino.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Richard Toppino, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: Richard Toppino

Title: President

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

4/8/21
Date

[Signature]
(Signature of Authorized Representative)

State of FL
County of MONROE

Personally Appeared Before Me, the undersigned authority, Richard Torres who, being personally know or having produced his/her signature in the space provided above on this 8 day of JUN, 2021.

[Signature]
Signature, Notary Public

Commission Expires


Stamp/Seal:



DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> B a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> A a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> A a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____				
4. Name and Address of Reporting Entity: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Prime</td> <td style="width: 50%; border: none;">Subawardee</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">Tier _____, if known:</td> </tr> </table> Charley Toppino & Sons, Inc PO Box 787 Key West, FL 33041 Congressional District, if known:	Prime	Subawardee		Tier _____, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
Prime	Subawardee					
	Tier _____, if known:					
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____					
8. Federal Action Number, if known:	9. Award Amount, if known: \$					
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A					
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 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.	Signature: <u></u> Print Name: <u>Charley Toppino</u> Title: Telephone No.: <u>305-296-4600</u> Date: <u>6/8/00</u>					
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)					

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

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 implementation 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 this 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 sub awardee, e.g., the first sub awardee 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 "Sub awardee," 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).
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 registrant under the Lobbying Disclosure Act of 1995 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 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 10 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, DC 20503.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Subcontractor Covered Transactions

(1) The prospective subcontractor, Charley Toppino & Sons, Inc of the Sub-Recipient certifies, by submission of this document, 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) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Subcontractor:

By: _____
Signature

Name and Title

PO Box 787

Street Address

Key West, FL 33041

City, State, Zip

Date 6/8/20

Sub-Recipient's Name

DEM Contract Number

FEMA Project Number

LICENSE REQUIREMENT AND COST

A City of Key West License is required for this Project. Contractors must be general contractor or a building contractor.

Cost Not To Exceed \$410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractors must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

<https://www.cityofkeywest-fl.gov/476/Contractor-Licensing-Information>

BIDDER'S CHECKLIST

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

1. All Contract Documents are thoroughly read and understood. [✓]
2. All blank spaces in bid filled in, using black ink or typewritten. [✓]
3. Total and Item/Unit prices added correctly and attached Schedule of Values [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the bid. [✓]
6. Experience record included. [✓]
7. Bid signed by authorized officer and notarized. [✓]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within ten (10) calendar days after receiving a Notice of Award. [✓]
11. Bid submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the Invitation to Bid. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labelled in conformance with the instructions in the Invitation to Bid. [✓]



ADDENDUM NO. 1
CDBG-MIT-Tide Valve Stormwater Improvements
ITB 26-007

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

- 1. Clarification:** [No Changes]
- 2. Changes to Submission Requirements:** [No Changes]
- 3. Updates to Project Timeline:**
 - 1)** The City of Key West is extending the deadline for responses to Requests for Information (RFIs) from May 27, 2026, to May 28, 2026, at 3:00 p.m. local time. This extension is intended to allow the City sufficient time to review and respond to all questions submitted by bidders in connection with the solicitation.
- 4. Responses to Questions:** [No Change]
- 5. Additional Resources:** [No Changes]

Signature

Charley Toppino & Sons, Inc
Name of Business



ADDENDUM NO. 2
CDBG-MIT-Tide Valve Stormwater Improvements
ITB 26-007

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

- 1. Clarification:** [No Changes]
- 2. Changes to Submission Requirements:** [No Changes]
- 3. Updates to Project Timeline:** [No Changes]
- 4. Responses to Questions:**
 - 1) Will all bid questions submitted by all contractors be posted and answered by the Owner / Engineer?
 1. All questions received within the deadlines listed in the ITB will be answered and published via addendum.
 - 2) Please confirm the Engineer / Owner's estimate for the project.
 1. Pursuant to federal procurement guidelines applicable to this project, the engineer's estimate is confidential pre-award information and will not be released prior to bid opening to protect the integrity of the competitive bidding process.
 - 3) Please indicate what the determinations are for the bid alternates for the cure-in-place piping. Is the determination made pre-award, and/or post field inspections?
 1. If you are referring to the Dissimilar pipe connections, they will be evaluated for watertightness and longevity. Industry standard materials and methods are acceptable.
 - 4) Will you please confirm if there is an Owner/Engineer pre-bid meeting?
 1. Mandatory pre-bid / site visit(s) were not deemed necessary due to the low complexity of the project. Contractors are encouraged to visit sites as identified in the contract documents as they deem necessary.

- 5) Will you please confirm if there is a mandatory site visit
 1. See previous question concerning pre-bid.

- 6) Please confirm if there are any unique / special requirements for construction that must be considered. Dates that construction may not occur, or dates work must be completed. Specifically, if there are school “in-service” considerations, school busing considerations, or similar.
 1. There are no work time constraints beyond those identified under City Ordinance.
 2. For work detailed on sheet C-203, Jose Marti Drive, Contractor will need to coordinate work / traffic control specifically with Monroe County School Board.
 1. All sites will require City Right of Way permits.
 3. The order in which the various sites will be constructed will be discussed and scheduled during pre-construction planning.

- 7) Contract Drawing - C-212, Please provide a detail of the two (2) new 14” in-line valves / structural tie-in as it appears as if they are not currently identified in either detail.
 1. These valves are installed within the pipe barrel. Connections will be bell/spigot or dissimilar connection on one side, and a standard pipe structure penetration on the other.
 1. Alternatively, upstream or downstream face flanged valves can also be installed. These slide in the pipe barrel and bolt to the face of the structure/wall. See manufacturers website for options.

- 8) Contract Drawing – C-204 – Please provide a detail for ST-502.
 1. See FDOT Type J structure, 60"x56" to be confirmed.

- 9) On the corner of Greene Street and Elizabeth Street, the scope of work details a hatch. The structure appears to be a steel frame and a steel lid, not an actual “hatch”. Please confirm if the steel frame / lid should be replaced. Additionally, please provide a specification.
 1. Owner anticipates that the top of this structure will need to be demolished to create space required to install new valve.
 2. For new hatch, see detail 5 sheet C-302

- 10) It appears as if the “Checkmate Valve” terminology, and the “Flanged Checkmate Valve” terminology is utilized interchangeably between plan drawing(s) and section drawing(s) on the construction plans. Often times interchangeable even on the same location between the respective details. Please confirm if all valves shall be “Flanged” or a style of “In-Line”/”Slip-in”.
 1. The intent was to use Flanged valves in locations that did not require excavation or new structures, with the thought that they would install easier (especially those locations adjacent to a sea wall). Ultimately, the City is more concerned with the performance

of the valve and expects the flanged and slip-in valves to perform identically. Contractors may use flanged and/or slip-in interchangeably at their discretion.

1. It is advisable to become familiar with installation methodology/requirements, and understand how that affects other work, before choosing one over the other.

11) Should the pipe connections labeled as “dissimilar” also be encased in concrete? If so, please provide a detail.

1. Absolutely. See Sheet C-302 detail 2.

12) Please confirm if a pre-inspection was completed for the bid alternate lines.

1. There are no "bid alternate" line items in the bid form

13) As part of the bid alternate(s) with a select method of pipe lining, please confirm if a Pre-CCTV line inspection shall occur. If there are pipe damages there is no way of knowing this prior to the bid. Please confirm damages, roots and similar may require a post bid contractual addition.

1. There is no proposed pipelining in this project.
2. No CCTV is planned nor required.
3. Existing damage to infrastructure such as pipe collapse, root intrusion, etc. would be considered a Changed Condition. Work not already included in this contract that the City may ask the awarded contractor to remedy, would be handled via contract change order.

14) Can Wastop inline check valves from Wapro be an approved equivalent to the Tideflex check valve?

1. Yes the city will consider "or approved equal", see ITB page 28 CFR 200.319(c) Brand Name.

15) Plans call for “XX” UPSTREAM FLANGED CHECKMATE VALVE” but details show a slip in model. Please confirm if a flanged end valve or full slip in model would be needed.

1. The intent was to use Flanged valves in locations that did not require excavation or new structures, with the thought that they would install easier (especially those locations adjacent to a sea wall). Ultimately, the City is more concerned with the performance of the valve and expects the flanged and slip-in valves to perform identically. Contractors may use flanged and/or slip-in interchangeably at their discretion.
2. It is advisable to become familiar with installation methodology/requirements, and understand how that affects other work, before choosing one over the other.

16) Will you accept Proco Products as an alternative to the Tideflex Checkmate? If so can you please release an addendum stating this?

1. Yes the city will consider "or approved equal", see ITB page 28 CFR 200.319(c) Brand Name.

17) Please confirm that 01 00 00 – 10, Part 7.1 B. is applicable for the contractor provided routing, will not be impacted and will not be included with the contract.

1. Legible redlines on a clean drawing set are acceptable as-builts for this project.

18) Provided that there are no significant pipe installations or pipe run, please confirm that 01 45 23 – 3 – 3.3 A., 3.3 B, 3.3.B. are not applicable.

1. Confirmed. Hydrostatic testing will not be required.

19) Please provide a bid form, bid documents that reflect and/or determine the bid alternatives.

1. Bid form contained in ITB document is accurate. Each line item is a single location, and each line should include all costs to complete work as shown on the corresponding drawing. There are no Bid Alternates contained in the ITB.

1. If you are referring to "brand name" alternates, please see CFR 200.319(c) BRAND NAME, reproduced on page 28 of the ITB.

20) Please clarify what the contractor is to remove if road debris, biodegradable (leaves) debris or other materials are blocking the line or creating a backup if backup is well beyond the work area.

1. Awarded contractor will be responsible for pipe cleaning as needed to perform the work, as well as cleaning any debris that may enter the open pipe during construction.

1. If significant debris is discovered/present outside the contractors' work area, city staff will Jet and Vacc as necessary.

21) In the matter of 33 41 01 – 5, 3.6 A – Final Storm Sewer Cleaning

This specification is extremely broad, please define the number of lines and approximate LF of cleaning that shall occur at each area of work. If the Engineer is unable to define the LF of cleaning and the individual downstream lines at a selected location, please provide a unit price for line cleaning.

1. Contractor shall include costs for line cleaning in each location line item.

22) Please define the word "all" in the sentence of "...completely flush or clean all parts of the system."

1. Contractor will be required to clean piping necessary to complete the work, as well as removing sediment/debris that enters the system during construction activities. Existing debris/sediment shall be brought to the attention of the City, and City staff will address cleaning piping and structures outside the site work area(s).

23) This specification is extremely broad, please define the number of lines and approximate LF of cleaning that shall occur at each area of work. Provided that the project will last approximately eight (8) months, please confirm if the contractor is actually required to reclean the areas of work that may have been installed and accepted. Seeing that Area #1 may have been completed six (6) months or so prior to the completion of the last work area, is the contractor actually responsible for recleaning a line that will have gone through the fall season. Insofar, that the other lines (that are not identified as a work area) that will certainly contain debris will feed into the areas of work that are constructed and "accepted" from earlier in the project.

1. City will consider each location as its own project, such that once a site has been completed and accepted by City, the Contractor will not be required to revisit that location. Individual site "final completion" certificates can be issued to assist with documenting site completion dates.

5. Additional Resources: [No Changes]



Signature

Charley Toppino & Sons, Inc
Name of Business



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2026

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

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

PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	CONTACT NAME: Iliana Abbate	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: FLCertificates@MarshMMA.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Charley Toppino & Sons Inc. Monroe Concrete Products Inc. P.O BOX 787 Key West FL 33041	CHARLTOPPI	INSURER A : Travelers Indemnity Co of America 25666 INSURER B : Phoenix Insurance Company 25623 INSURER C : Travelers Indemnity Company 25658 INSURER D : Travelers Casualty Ins Co of America 19046 INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1978780949

REVISION NUMBER:

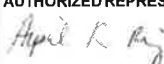
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DTCO3202M181TIA26	5/19/2026	5/19/2027	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810ON4284482626G	5/19/2026	5/19/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP3J6572212626	5/19/2026	5/19/2027	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB4K5263662626G	5/19/2026	5/19/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Certificate holder, as Designated Organization, is an Additional Insured as respects General Liability (including Products-Completed Operations), Auto Liability, and Umbrella Liability. General Liability is primary and non-contributory. Waiver of subrogation as respects General Liability, Auto Liability, Umbrella Liability, and Workers Compensation in favor of Additional Insured. All of the above is applicable when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF KEY WEST 1300 WHITE ST KEY WEST FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# M03537

Entity Name: CHARLEY TOPPINO & SONS, INC.

Current Principal Place of Business:

129 TOPPINO INDUSTRIAL DRIVE
ROCKLAND KEY
KEY WEST, FL 33040

FILED
Mar 17, 2026
Secretary of State
5796511923CC

Current Mailing Address:

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

FEI Number: 59-2426906

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TOPPINO, RICHARD
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name TOPPINO, RICHARD
Address 129 TOPPINO INDUSTRIAL DRIVE
City-State-Zip: KEY WEST FL 33040

Title T, S
Name TOPPINO, JOHN
Address PO BOX 787
City-State-Zip: KEY WEST FL 33041

Title V
Name TOPPINO, ANDREW
Address 129 TOPPINO INDUSTRIAL DR
City-State-Zip: KEY WEST FL 33040

Title EXECUTIVE VICE PRESIDENT
Name TOPPINO, PAUL
Address 1500 CATHERINE STREET
City-State-Zip: KEY WEST FL 33040

Title CFO
Name PEATTIE, ASHLEY
Address PO BOX 787
City-State-Zip: KEY WEST FL 33041

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ASHLEY PEATTIE

CFO

03/17/2026

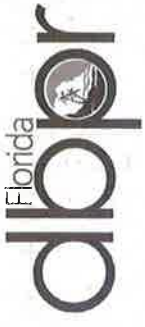
Electronic Signature of Signing Officer/Director Detail

Date

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TOPPINO, JOHN PETER

CHARLEY TOPPINO & SONS INC
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST FL 33040

LICENSE NUMBER: CGC1518488

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/02/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name: Charley Toppino & Sons Inc
Location Address: 2011 Flagler Ave , Key West, FL 33040
License NBR/Class: 23997 BTR LICENSES AND PERMITS

Expiration Date: 09/30/2026

BTR - General Contractor

Comments:
Restrictions: DBPR #CGC1518488 (8/31/24)

This document must be prominently displayed.

Charley Toppino & Sons Inc
PO BOX 787 KEY WEST FL 33041

TOPPINO, FRANK
PO BOX 787 KEY WEST FL 33041

Major Projects

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
TOMMY ROBERTS MEMORIAL STADIUM	Name: Ajax Building Corp Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	5/15/2023	UNDERGROUND UTILITIES, EARTHWORK,	COMPLETE	\$3,498,543.00
KWIA TAXIWAY A EXTENSION AND MITIGATION	Name: MONROE COUNTY BOCC Address: 500 WHITEHEAD ST, KEY WEST, Telephone: 305-292-4426	Name: Charles Waller Com: Jacobs Engineering Group Telephone: 904-636-5432	11/17/2021	UTILITIES, DRAINAGE CONCRETE RESTORATION	ACTIVE	\$7,210,999.66
VALHALLA SEWER DIRECTIONAL DRILL	Name: KEYSTAR INC Address: 5450 MACDONALD AVE 3 Telephone: 305-517-6270	Name: Patrick Kaimrajh Company: Chen Moore & Associates Telephone: 786-497-1500	2/18/25	SEWER LINE DIRECTIONAL DRILL	ACTIVE	\$1,6,18,430
FDOT T6535	Name: General Asphalt Co, Inc Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	Name: Favio Laverde Company: Trace Consultants, Inc Telephone: 786-808-0090	3/23/2022	CLEARING, EARTHWORK, UTILITIES	COMPLETE	\$4,153,171
DAGNY JOHNSON STATE PARK HABITAT RESTORATION	Name: JAMES POST Address: FDEP, 3800 Commonwealth blvd, Tallahassee FL Telephone: 305-853-3571	Name: Michael C. Peck Company: Ardurra Telephone: 305-392-9979	8/4/25	EARTHWORK GRADING	COMPLETE	\$1,218,000
SOUTH STREET IMPROVEMENTS	Name: City of Key West; Eric Augst Address: 1300 White St, Key West Telephone: 305-809-3964	Name: Karen Falkenberry Company: Jabobs Engineering Telephone: 904-636-5432	3/14/2024	DRAINAGE, STRUCTURES INSTALLATION, PAVEMENT, STRIPING	COMPLETE	\$3,513,261.06
WRECKERS CAY APARTMENTS	Name: Gediminas Bulota Integra Investments Telephone: 305-774-0110	Name: Aldo Minozzi Company: PQH Group Telephone: 904-224-0001	3/30/2021	MULTI-UNIT HOUSING CONSTRUCTION	COMPLETE	\$49,433,701

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
BIG COPPITT WASTEWATER EQUALIZATION TANK	Name: DAVID HACKWORTH 1100 KENNEDY DRIVE, KEY WEST Telephone: 305-295-2152	Name: Roy T. Barker Company: Ardurra Telephone: 984-238-2302	6/4/26	HOLDING TANK CONSTRUCTION, PUMPHOUSE, UTILITIES	ACTIVE	\$7,812,351
FKA A TRANSMISSION TERMINUS 1153-17	Name: MARNIE WALTERSON Address: 1100 Kennedy Dr, Key West, FL Telephone: 305-295-2154	Name: Kyle Bechtelheimer Company: CPH Corp Telephone: 305-274-4805	9/14/2024	DIRECTIONAL DRILL, INJECTION WELLS	COMPLETE	\$6,068,987.00
ISLAMORADA TRANSMISSION MAIN	Name: MICHEL'S PIPELINE Address: 817 Main St, Brownsville WI Telephone: Justin Cooke, 920-924-4300	Name: NITA M. NAIK Company: WADE TRIM Telephone: 813-882-4373	1/17/2022	WATER MAIN INSTALLATION; INJECTION WELLS	COMPLETE	\$23,717,966
NAS P-730 ENTRY CONTROL FACILITY: SAUER CONSTRUCTION LLC	Name: Max Womack Address: 6621 Southpoint Drive N, Jacksonville, FL 32216 Telephone: 843-955-0760	Name: William Pembroke Company: NAVFAC SE Telephone: 904-542-6629	9/2/2025	Earthwork, Stabilization, Utilities, Demolition	ACTIVE	\$10,378,143
PUMP STATION G REHABILITATION	Name: Steve Gardner Address: 1100 United St, Key West, FL Telephone: 305-809-3992	Name: Axel Rivera Company: Jacobs Telephone: 904-351-9256	12/20/2023	SANITARY PUMP BYPASS AND REPLACEMENT WETWELL INSTALL	COMPLETE	\$2,639,000.00
UNITED STREET IMPROVEMENTS	Name: CITY OF KEY KEY WEST Address: 1300 White St, Key West Telephone: 305-292-4426	Name: Karen Falkenberry Company: JACOBS ENGINEERING Telephone: 813-2823500	4/10/23	EARTHWORK, DRAINAGE INSTALLATION	COMPLETE	\$4,860,063
CLINTON SQUARE POCKET PARK	Name: CITY OF KEY KEY WEST Address: 1300 White St, Key West Telephone: 305-292-4426	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	4/25/24	DRAINAGE, FLATWORK, PAVERS, LANDSCAPE	COMPLETE	\$1,075,410

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
FDOT E6L20-S ROOSEVELT BLVD	Name: GENERAL ASPHALT CO Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	Name: Manosh Varghese Metric Engineering, Inc: 13940 SW 136th St, Miami, FL 33186 Telephone: 305-293-9440	8/23/22	DRAINAGE, EARTHWORK, UTILITIES, PUMP STATION, INJECTION WELLS, CHECK VALVES	COMPLETE	\$10,556,104.42
FCAA CRAWL KEY 5 MILLION GALLON STORAGE TANK AND PUMP STATION	Name: FCAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: C. T. REINBOLD Company: CAROLLO ENGINEERS Telephone: 561-863-6403	6/17/2025	CONCRETE WATER TANK, PUMP STATION, WATERMAIN INSTALL	ACTIVE	\$13,654,500
LOFTS AT BAHAMA VILLAGE	Name: Marino Construction Group 7025 Shrimp Road, Key West, FL Telephone: 305-356-5269	Name: Josh Jennings Company: Weiler Engineering Corp Telephone: 941-505-1700	12/28/23	SITE DEVELOPMENT, UTILITIES, CONCRETE	COMPLETE	\$4,588,737.50
KWIA CONCOURSE A AND TERMINAL	Name: NV2A Gulf KeyStar JV Address: 9100 S. Dadeland Blvd, Miami, FL Telephone: 305-202-0610	Name: MICHAEL GIARDULLO Address: 201 W. MARION AVE STE Address: 1306, PUNTA GORDA, FL Telephone: 941-505-1700	09/19/2022	SITWORK, AIRPORT RAMP/APRON, DRAINAGE BASINS	COMPLETE	\$10,556,104
COCO VISTA APARTMENTS	Name: The Vestoor Companies POC: Jason Floyd Email: JFloyd@charleytoppino.com	Name: PQH Group Address: 4141 South Point Drive East Ste 200 Jacksonville FL 32246 Phone: 904-224-0001	2/10/22	Multi-Family Housing, Site Development	COMPLETE	\$27,962,209
FREDERICK DOUGLASS COMMUNITY CENTER	Name: Jeremy Mosher, Keystar Inc Address: 5450 MacDonald Ave, Key West, FL 33040 Telephone: 786-423-0864	Name: Claire Wright Company: CW3 Engineering, Inc Telephone: 239-205-6473	8/29/23	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK, PAVING, FLATWORK	COMPLETE	\$1,037,741
SOMBRERO BLVD DRAINAGE	Name: Jared Weaver Address: 9805 Overseas HwyMarathon, FL Telephone: 305-731-9827	Name: Yanay Ferral, E.I Company: Weiler Engineering Telephone: 305-853-6112	1/29/2025	STORM DRAINAGE, PUMP STATION, ASPHALT	ACTIVE	\$4,870,496.00



Experience Continued



Charley Toppino & Sons, Inc.
129 Toppino Industrial Dr.
Key West, FL 33040
305-296-5606



Key West & Lower Keys



- **United & Grinnell St. Water Main Improvements**
 - \$527,921.34
- **NAS Boca Chica Main Extension**
 - \$1,847,000.00
- **FCAA Key Haven Utility Improvements**
 - \$2,779,313.80
- **Gerald Adams Sitework & Demolition**
 - \$4,578,670.40
- **Pump Station "F"**
 - \$1,670,744.25
- **Stock Island Roadway & Drainage Improvements**
 - \$4,097,278.47
- **VFD Pump Stations "A, B, C, D, DA"**
 - \$4,022,894.40
- **City of Key West ROW Improvements**
 - \$2,500,000.00
- **St. Mary's Activity Center**
 - \$1,574,143.14
- **Sonic Sitework**
 - \$515,000.00
- **Key West International Airport Commercial Apron**
 - \$995,220.00
- **Key West International Airport Drainage Improvements**
 - \$2,818,122.25
- **Quarry Housing Development**
 - \$6,163,588.00
- **Poinciana Gardens Assisted Living Facility**
 - \$945,722.00
- **FCAA Key Haven FM Extension**
 - \$2,762,000.00
- **Truman Waterpark Park**
 - \$15,164,925.56
- **Stock Island Marina Village Hotel**
 - \$18,958,714.22
- **Marty's Place**
 - \$10,594,453.00
- **Big Copplit Wastewater System**
 - \$11,078,347.00
- **Key Haven Estates Sitework**
 - \$299,917.75

Middle & Upper Keys



- **Stanley Switlik Elementary Sitework & Underground Utilities**
 - \$3,775,000.00
- **FDOT Hurricane Irma Repairs T6489**
 - \$6,002,466.00
- **Marathon Airport Taxi Lanes**
 - \$2,366,000.00
- **Big Pine Observation Platform & Reynolds St. Pier**
 - \$762,854.75
- **FDOT Hurricane Irma Repairs T6476**
 - \$1,873,536.00
- **FDOT Summerland Key Roadway & Drainage E6K75**
 - \$2,000,000.00
- **Tarpon Harbor Marathon**
 - \$2,154,405.00
- **Lazy Lakes RV Resort Utilities Improvements**
 - \$1,005,000
- **Plantation Key Courthouse Demolition & Sitework**
 - \$2,320,735.00
- **Cudjoe Regional Wastewater Collection System**
 - \$5,400,000.00
- **Cross Key WWTP**
 - \$4,148,000.00
- **FDEP Dagny Johnson State Park**
 - \$900,000.00
- **Marathon Library**
 - \$645,900.00
- **Fishermen's Hospital**
 - \$2,725,555.00
- **US Coast Guard Station Marathon**
 - \$374,319.00
- **Saddle Bunch Keys Bike Path**
 - \$450,000.00
- **FCAA Breezy Pines Improvements**
 - \$1,309,084.00
- **FCAA Big Pine Key Repump Station**
 - \$919,020.00
- **FDEP Heritage Trail: Key Haven to Big Coppitt**
 - \$2,052,268.00
- **FDEP Bahia Honda Sandspur Restoration**
 - \$2,962,347.00
- **FDEP Heritage Trail: Spanish Harbor to 7 Mile Bridge**
 - \$4,083,000.00
- **Grassy Flats Resort Marathon Site Development**
 - \$687,569.40

Job Highlights

Truman Waterfront Park

- 1500 LF of roadway FDOT standard
- Installed 15,000 LF of underground utilities to include fire suppression, water, drainage, sanitary drainage and irrigation up to 24" in diameter
- Installed a Water Park feature with public bathrooms



FCAA Sombrero Beach Rd

- Installation of 3000 LF of 6" Water Main and 4,500 LF 12" Water Main
- Installed all service connection, fire hydrants and waste meters
- Roadway reconstruction

Stock Island Roadway & Drainage

- Installed 7,000 LF of drainage pipe from 15" to 24", including a French drain
- Installed 8,000 LF of two lane roadway reconstruction per FDOT standards



Job Highlights

Stock Island Marina Village

- Installed more than 10,000 LF of underground utilities including drainage, sanitary, fire, water, and irrigation systems.
- 100 room Hotel, Restaurant and Marina



NAS Boca Chica Main Extension

- Installed 5,100 LF of 8" HDPE pipe directional drilled and appurtenances
- Treatment plant conversion including new VFD's, telemetry, pumps, and controls
- Completed all structural modifications, penetrations, etc.

FKAA Key Haven FM Extension

- Installation of 10,000 LF of 10" HPDE pipe FM, directional drill
- Installation of 3,000 LF 8" SS pipe FM under bridge structure to include hangers, ARY's and expansion joints



References



Allen Perez
Owner
Perez Engineering
305-293-9440



Robert Lopez
Owner
General Asphalt
305-510-3031



Greg Veliz
Executive Director
Florida Keys Aqueduct Authority
305-295-2205



CREDIT REFERENCES



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(561) 842-2743



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(305) 292-3842