

RESOLUTION NO. 10-244

**A RESOLUTION OF THE CITY COMMISSION OF THE  
CITY OF KEY WEST, FLORIDA, EXTENDING THE  
CONTRACT FOR THE WHITE STREET STORMWATER PUMP  
STATION PROJECT WITH CHARLEY TOPPINO AND SONS,  
INC. UNTIL OCTOBER 6, 2010; PROVIDING FOR AN  
EFFECTIVE DATE**

WHEREAS, in Resolution #09-296, the City Commission awarded a contract to Charley Toppino and Sons, Inc. for the White Street Stormwater Pump Station Project; and

WHEREAS, circumstances beyond the control of the contractor delayed completion of the project, and upon the contractor's request, City staff determined that it is in the best interests of the citizens of Key West to extend the contract to October 6, 2010 on a no-cost basis;

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

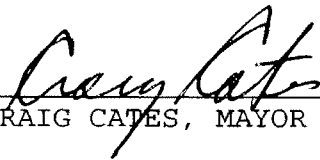
Section 1: That the contract between the City of Key West and Charley Toppino and Sons, Inc. for the White Street Stormwater Pump Station is hereby extended to October 6, 2010 on a no-cost basis. All other terms and conditions shall remain in full force and effect.

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

Passed and adopted by the City Commission at a meeting held this 17 day of August, 2010.

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

Filed with the Clerk August 18, 2010.

  
CRAIG CATES, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

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## EXECUTIVE SUMMARY

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

**FROM:** Jay Gewin, Utilities Manager

**DATE:** July 29, 2010

**SUBJECT:** Extending the Contract for Charley Toppino and Sons on the White St. Pump Station Project to October 6, 2010 on a No-Cost Basis

### ACTION STATEMENT:

This resolution will extend the contract of with Charley Toppino and Sons for the White St. Pump Station project from August 16, 2010 to October 6, 2010. The City will be billed no extra cost for this extension. The substantial completion deadline will now be September 17<sup>th</sup>.

### BACKGROUND:

The City Commission awarded a contract for the White St. Pump Station contract to Charley Toppino and Sons in the amount of \$1,645,000 at its meeting on November 17, 2009. (Resolution 09-296) 65% of the costs of this project is being funded through an Army Corps of Engineers grant.

The White St. Stormwater Pump Station will help reduce flooding in the White Street Drainage basin. The anticipated environmental results include reducing potential health risks to beach bathers by reducing stormwater discharges to nearshore waters which may carry bacterial contamination or other pollutants.

### PURPOSE & JUSTIFICATION:

The sole reason for the project delay is the fact that the pumps being constructed by ITT Flygt will not be completed in time to meet the contract deadline.

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

Projects such as the White St. Pump Station that receive funding through ARRA (stimulus) grants are required to adhere to a “Buy American” clause for materials that are included within construction. The City’s design for the pump utilized a model that could only be constructed by ITT Flygt.

Typically, ITT Flygt constructs their pumps in Sweden. However, in order to comply with the “Buy American” clause, the company is assembling this pump in Michigan on a specialty-made basis, which has resulted in the delay in completion.

The rest of the White St. Pump Station project will achieve completion before the contract deadline. Once the pumps are received, they can be quickly inserted into the structure. The final step would then be the final testing of the Pump Station.

This extension will not inhibit the City’s ability to utilize the full 65% share of Army Corps of Engineers funding of the project.

**OPTIONS:**

1. Approve the contract extension with Charley Toppino and Sons on the White St. Pump Station project to October 6<sup>th</sup>, with a substantial completion deadline of September 17<sup>th</sup>. This will allow the City to complete the project while utilizing the full share of Army Corps of Engineers funding.
2. Do not approve the contract extension. This option is not recommended, because it could result in the City having to endure the time-consuming delays of finding another contractor to finish the work.

**FINANCIAL IMPACT:**

There will be no financial impact to this no-cost contract extension. Additionally, this contract extension will not impact our ability to receive the grant funding for the project as per the City’s agreement with the Army Corps of Engineers.

**RECOMMENDATION:**

Staff recommends option # 1, that the City Commission approves an extension to the Charley Toppino and Sons contract for the White St. Pump Station project to October 6<sup>th</sup>, with a substantial completion deadline of September 17<sup>th</sup>.

## CHARLEY TOPPINO & SONS, INC.

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

August 5, 2010

Jay Gewin, Utilities Manager  
City of Key West  
jgewin@keywestcity.com

Mr. Jay Gewin

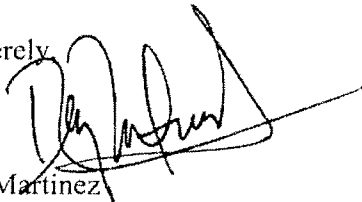
Charley Toppino and Sons, Inc. ("CTS") is requesting a time extension on White Street Storm Water Pump Station. We would like to extend our substantial completion date from July 30<sup>th</sup> to September 17<sup>th</sup>.

The reason for this request is the delivery date on one of the main components of the project, the propeller pumps. This type and manufacturer of pumps was specifically requested for the City of Key West as it matches the others in service. Prior to signing the contract CTS was promised, by the pump manufacturer, six to ten weeks for delivery once the order was placed, obviously ITT did not hold up their end of the bargain.

The pumps should arrive on-site the first week of September and we are asking for ten additional days after that to allow for installation, pump testing, well testing and facility testing.

We have done everything possible throughout the project to prevent any delays, but could not get the desired response from ITT, as we have repeatedly discussed in our monthly meetings. We hope you seriously consider our request since the circumstances that have led us here were totally beyond our control.

Sincerely,



Rey Martinez

RESOLUTION NO. 09-296

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF CHARLEY TOPPINO & SONS, INC., FOR THE WHITE STREET STORMWATER PUMP STATION PROJECT IN AN AMOUNT NOT TO EXCEED \$1,645,000.00; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the bid of Charley Toppino & Sons, Inc. in an amount not to exceed \$1,645,000.00 is hereby awarded and the City Manager is authorized to enter into an agreement in conformity with the bid documents with the advice and consent of the city attorney.

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

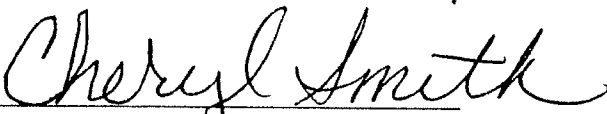
Passed and adopted by the City Commission at a meeting held this 17 day of November, 2009.

Authenticated by the presiding officer and Clerk of the Commission on November 18, 2009.

Filed with the Clerk November 18, 2009.

  
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

M E M O R A N D U M

**TO:** Jim Scholl, City Manager  
E. David Fernandez, Asst. City Manager - Operations  
Gary W. Bowman, General Services Director

**FROM:** Jay Gewin, Utilities Manager

**DATE:** October 30, 2009

**RE:** **Approval of a Bid of \$1,645,000 from Charley Toppino and Sons for the Construction of White St. Stormwater Pump Station**

**ACTION STATEMENT:**

This resolution will approve the low bid of \$1,645,000 from Charley Toppino and Sons for the White St. Stormwater Pump Station project. This total includes the acceptance of the \$131,000 bid deduction alternate option.

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

**BACKGROUND:**

In order to proactively address areas of local flooding and near shore water quality, the City has developed a Long Range Stormwater Utility Plan. The plan includes tying into existing drainage well systems and sediment control structures throughout the City.

In 2001, CH2M Hill designed four pump assisted stormwater stations, and updated the designs in 2009. During 2003, two of the pump assisted stations were constructed (Patricia & Ashby and North Duval); and the drainage wells and catch basin system were constructed for the White Street project. As funding assistance from the federal government has now become available, the City would like to complete the construction of the White Street Stormwater Pump Station project.

Due to the length of time that has elapsed from the original design, the existing design documents were updated for current building and electrical code requirements as well as current permitting requirements. In the design update from this year, the City has elected to install a permanent standby

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

generator, additional sediment removal devices, allow for a future emergency outfall connection and eliminate the chemical feed system that was in the original design.

Resolutions are currently before the City Commission to award a task order to CH2M Hill for Engineering Services for construction in the amount of \$104,124, and a task order to Perez Engineering & Development for Construction Administration Services in the amount of \$30,000.

**PURPOSE & JUSTIFICATION:**

The White St. Stormwater Pump Station will help reduce flooding in the White Street Drainage basin. Due to low elevations in this basin, the construction of gravity wells would be an ineffective means to address localized flooding.

Additionally, the anticipated environmental results include reducing potential health risks to beach bathers by reducing stormwater discharges to nearshore waters which may carry bacterial contamination or other pollutants.

On October 28, 2009, four bids for the project were opened in the City Clerk's office. Charley Toppino and Sons was the low bidder at \$1,776,000. The City will elect to accept the low bidder's bid deduction alternate discount of \$131,000, which will eliminate the inclusion of the emergency outfall valve system in the project.

**OPTIONS:**

1. Approve the contract authorizing the low bid to construct the White St. Stormwater Pump Station project. This will allow City to implement this project on an accelerated basis, and gives the City the best opportunity to utilize the federal stimulus grant money allocated to the project that will fund the entire amount of construction.
2. The City can decline the bids received and reissue the Invitation to Bid, or place the project on hold until the City decides it is ready to proceed with the project. The grant received for this project has deadlines associated with it, and delays could jeopardize these funds. The City must submit a final invoice for construction of this project by September 1, 2010 or federal stimulus funds could be lost. This option will forego potential improvements to mitigate neighborhood flooding and reduce stormwater discharges to nearshore waters.

**FINANCIAL IMPACT:**

The fees for this project will be funded through stormwater budget line item 402-3802-538-65/ST 0903. The low bid is within the budgeted amount of the project.

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



Funds for this project are budgeted as follows:

ACOE Stimulus Grant (65%).....	\$1,069,250.00
<u>City Stormwater Utility Funds (account # 402 3802 538 65) (35%).....</u>	<u>\$ 575,750.00</u>
Total	\$1,645,000.00

**RECOMMENDATION:**

The staff recommends option #1, that the City approves the low bid so that we may proceed in the construction of the White St. Stormwater Pump Station project.

# INTEROFFICE MEMORANDUM

To: Gary Bowman, General Services Director  
CC: Carolyn Sheldon, Grants Administrator  
Sue Snider, Purchasing  
From: Cheri Smith, City Clerk  
Date: October 28, 2009  
Subject: **WHITE STREET STORMWATER PUMP STATION; BID 09-028**

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Attached for your review is a copy of the bid opened Wednesday, October 28, 2009 at 3:00 p.m. in response to the above referenced project.

- |    |   |  |
|----|---|--|
| 1. | Douglas N. Higgins<br>3390 Travis Point Road, Suite A<br>Ann Arbor, MI 48108                | Total Base Bid: \$1,778,000.00<br>Alternate: \$ 115,000.00 |
| 2. | Charley Toppino & Sons, Inc.<br>P O Box 787<br>Key West, FL 33041                           | Total Base Bid: \$1,776,000.00<br>Alternate: \$ 131,000.00 |
| 3. | Intercounty Engineering, Inc.<br>1925 NW 18 <sup>th</sup> Street<br>Pompano Beach, FL 33069 | Total Base Bid: \$1,835,263.00<br>Alternate: \$ 100,000.00 |
| 4. | Wharton-Smith, Inc.<br>750 Monroe Road<br>Sanford, FL 32771                                 | Total Base Bid: \$2,417,000.00<br>Alternate: \$ 150,000.00 |



**CH2MHILL**

CH2M HILL  
6410 5th Street  
Suite 2-A  
Key West, FL 33040-5835  
Tel 305.294.1846  
Fax 305.294.4913

November 4, 2009

Mr. Gary Bowman  
General Services Director  
City of Key West  
604 Simonton St. (Upstairs)  
Key West, FL 33040

Re: Contractor Recommendation  
White Street Stormwater Pump Station

Dear Mr. Bowman:

Four (4) bids were received for the subject contract on October 28, 2009 and are summarized in the attached Bid Results Summary table. The four (4) bids included a signed proposal, and all but one (1) included all required forms.

The apparent low bidder, Charley Toppino & Sons, Inc., has recent construction experience working on similar projects for the City of Key West, and has also worked on similar projects throughout South Florida with good references. The bid provided by Charley Toppino & Sons, Inc. did not provide a corporate seal on its bid forms, nor did it include all licenses and certifications; however, in accordance with the bid documents, licenses and certifications may be provided up to ten (10) days after award.

Based on discussions between City staff and the Engineer, we recommend that the City take the deductive alternate of \$131,000 and not install the fail open valve system. We therefore recommend that the City award the contract to the Charley Toppino & Sons, Inc. in the amount of \$1,645,000.

Please call me if you have any questions or need additional information.

Sincerely,

CH2M HILL

Andrew H. Smyth, P.E.

cc: David Fernandez/City Key West  
Dan Suarez/CH2M HILL  
File

Mr. Gary Bowman  
Page 2  
November 4, 2009

**TABLE 1**  
**Bid Results Summary**

Item No.	Description	Bidder				Engineer's Estimate
		Charley Toppino & Sons, Inc.	Douglas N. Higgins, Inc.	Intercounty Engineering, Inc.	Wharton-Smith, Inc.	
1	Complete installation for the White Street Stormwater and Appurtenance	\$1,575,000	\$1,561,000	\$1,610,983	\$2,187,000	\$1,753,090
2	Well Rehabilitation					
a	Mobilization/Demobilization	\$2,000	\$18,000	\$24,000	\$20,000	\$44,920
b	Well Development	\$16,000	\$16,000	\$17,280	\$27,000	\$24,000
3	Post Construction Well Rehabilitation/Chemical Treatment Allowance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
4	Key Energy Service Allowance	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
5	RTU Allowance	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
6	Contingency Allowance	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
	<b>Total of All Extended Bid Unit Prices</b>	<b>\$1,776,000</b>	<b>\$1,778,000</b>	<b>\$1,835,263</b>	<b>\$2,417,000</b>	<b>\$1,978,510</b>
	Deductive Alternate	\$131,000	\$115,000	\$100,000	\$150,000	-

Charley Toppino & Sons, Inc.

Project	Owner	Engineer	Contact	Reference	Change Orders	Met Schedule	Met Budget	Date	Contract Amount	Comments
	BJK Construction		Karen 954-979-9884							Needs approval. Should get back 11/03.
	DL Porter		Paulette 941-929-9400							Left second message 11/02.
Various Projects: Demobilization Building Construction Hauling Providing Concrete	Harry Pepper & Associates		Mr. Dobbs 804-721-5222	Have worked with them on many jobs in the Keys. They have done excellent work. Would work with them any time.				10/30/2009		
	Dooley Mack Constructors		Keith Coulter 941-921-4636							Left second message 11/02.
Mostly small piping work projects.	Florida Keys Aqueduct Authority		Tom Walker 305-296-2454	Change orders were a minimal and they stayed on budget. A lot of the work was farmed out locally.				11/2/2009		Forwarded request to Tom Walker. Tom said he would get back to us 11/02.
PM on several projects. ECO DISCOVERY CENTER BOCA CHICA FITNESS CENTER MARINA BY PASS ROAD, BOCA RATON TACTS BUILDING, BOCA CHICA NANCY FOSTER ENVIRONMENTAL CENTER	BRPH 321-254-7666		Tom Zamparelio 321-254-7666	Did a great job and would work with them again. They were on time and met the budget.				11/2/2009		E-mailed request.
PM on several projects.	Monroe County		Judy Clark 305-292-4426	In general work was very good. Project delivery and cost were good. A few extensions were needed however, they were on an aggressive schedule.						Left second message 11/02.
PM on Marine Ops project.	Sauer Inc.		Paul Craddock 305-684-6710	Did a good job. Minimum change orders due to lack of design. Would work with them again.				11/2/2009		

**BID TABULATION**

City Key West  
 White Street Pump Assisted Stormwater Drainage Wells  
 Date: October 28, 2009 Time: 3:00 P.M.

BIDDER	BID SEALED	BID SIGNED	ADDEN #1	ADDEN #2	BID BOND	ANTI KICKBACK AFFIDAVIT	PUBLIC ENTITY CRIMES	EXTENDED TOTAL BASE BID	DEDUCTIVE ALT.
Charley Toppino & Sons, Inc.	X	X	X	X	X	X	X	\$1,776,000	\$131,000
Douglas N. Higgins, Inc.	X	X	X	X	X	X	X	\$1,778,000	\$115,000
Intercounty Engineering, Inc.	X	X	X	X	X	X	X	\$1,835,263	\$100,000
Wharton-Smith, Inc.	X	X	X	X	X	X	X	\$2,417,000	\$150,000

**Additional Submitted Information**

BIDDER	KEY WEST INDEMNIFICATION FORM	DISCLOSURE OF LOBBYING ACTIVITIES	NON-COLLUSION DECLARATION AND COMPLIANCE WITH 48 CFR S29	FLORIDA TRENCH SAFETY ACT COMPLIANCE	SUSPENSION AND DEBARMENT CERTIFICATION	CITY OF KEY WEST WELL DRILLER CERTIFICATION	OTHER LICENSES/ CERTIFICATIONS
Charley Toppino & Sons, Inc.	X	X	X	X	X	X	
Douglas N. Higgins, Inc.	X	X	X	X	X		X
Intercounty Engineering, Inc.	X	X	X	X	X	X	X
Wharton-Smith, Inc.	X	X	X		X	X	X

**NOTES**

1. Charley Toppino & Sons, Inc. and Intercounty Engineering, Inc. did not provide corporate seal on signed forms.
2. Licenses/certifications may be provided up to 10 days after award, as stated in the EXECUTION OF CONTRACT section.

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

**BID FORM**

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ITB #09-028/White Street Stormwater Pump Station

CH2M HILL Project No.: 393716

City of Key West Project No.: ST 0903

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

Name: Ronald J Armstrong

Telephone: 305 296 5606

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this 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.

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.

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.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the 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.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 244 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 274 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

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 substantial completion.

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.

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

ADDENDA

The Bidder hereby acknowledges that he has 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 his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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



PUBLIC ENTITY CRIMES

“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.”

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

UNIT PRICE SCHEDULE

Unit prices have been computed in accordance with Paragraph 11.03.C of the General Conditions and Section 01025, Measurement and Payment, Paragraph 1.07B.

POST CONSTRUCTION WELL REHABILITATION/CHEMICAL TREATMENT ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the TOTAL BASE BID to cover payment for additional well rehabilitation should either or both wells fail to meet the performance criteria stated of Section 02519, Well Rehabilitation. The allowance includes mobilization/demobilization, air lifting, brushing, fluid disposal, chemical treatment, and all appurtenances. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents.

KEY ENERGY SERVICE ALLOWANCE

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

RTU ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid to cover payment for the alteration of programming and configuration of the existing RTU system to add the new RTU. Bidder further acknowledges that payment will be based on actual amount paid to vendor.

CONTINGENCY ALLOWANCE

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 Change Order. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Prices Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ALTERNATE DELETE

The Bidder further agrees to provide the amount for the work to provide the emergency outfall valve system with all appurtenances necessary. This amount may be deducted from the Total Base Bid Amount should the City decide not to proceed with this system.

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	Complete installation of the White Street Stormwater and Appurtenance	1	LS	\$ 1,575,000.00	\$ 1,575,000.00
2.	Well Rehabilitation				
a	Mobilization/ Demobilization	1	LS	\$ 2,000.00	\$ 2,000.00
b	Well Development	32	HRS	\$ 500.00	\$ 16,000.00
3.	Post Construction Well Rehabilitation/ Chemical Treatment Allowance	1	LS	\$ 50,000.00	\$ 50,000.00
4.	Key Energy Service Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
5.	RTU Allowance	1	LS	\$ 3,000.00	\$ 3,000.00
6.	Contingency Allowance	1	LS	\$ 100,000.00	\$ 100,000.00
Total of All Extended Bid Unit Prices					\$ 1,776,000.00

The Bidder agrees to accept as full payment for the Work proposed under this Project, as herein specified and as shown on the Drawings, the following Total Base Bid amount:

One Million, Seven Hundred & Seventy Six Thousand Dollars

(Amount written in words has precedence)

and 00 Cents

\$ 1,776,000.00

**TOTAL BASE BID**

\$ 1,776,000.00

1. Alternate Delete: Emergency Outfall Valve, Operator, Valve Box, Enclosure Ductbank, and Appurtances. This includes all labor, material, and equipment required to provide and install the Emergency Outfall Valve system.	\$ <u>131,000.00</u>
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**SUBCONTRACTORS**

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

Bee Brothers  
 Name \_\_\_\_\_  
8362 Pines Blvd Pembroke Pines FL 33024  
 Street City State Zip

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

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

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

**Surety**

The Hanover Ins Co. whose address is  
441 Lincoln St Worcester MA 01653  
Street City State Zip

**Bidder**

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

P.O. Box 797 Key West FL 33041 doing business at  
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:

Frank P. Toppino President  
Edward Toppino Sr Secretary  
Daniel P. Toppino Assistant Secretary

**If Sole Proprietor or Partnership**

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

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

\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 26 day of Oct 2009.

(SEAL)

**CHARLEY TOPPINO & SONS, INC.**

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

By: Frank A. Toppino

Title: President

Attest: Duff Lynn Lathby  
Secretary

**END OF SECTION**

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT: \$ 5% of Proposal

KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc.  
8 1/2 Rockland Key, Key West, FL 33040

hereinafter called the Contractor (Principal), and The Hanover Insurance Company  
440 Lincoln Street, Worcester, MA 01653

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: 5% of Bid Proposal Submitted

----- DOLLARS (\$-----5%-----), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of the White Street Stormwater Pump Station, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

WHITE STREET STORMWATER PUMP STATION

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the 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 Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 16th day of October, 20 09.

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 & FI 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

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

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

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

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

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

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



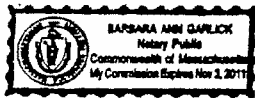
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Jeanne Anderson*  
Mary Jeanne Anderson, Vice President

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

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

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



*Barbara A. Garlick*  
Notary Public

My commission expires on November 3, 2011

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16th day of October, 2009

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

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



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 )  
COUNTY OF MONROE : SS  
 )

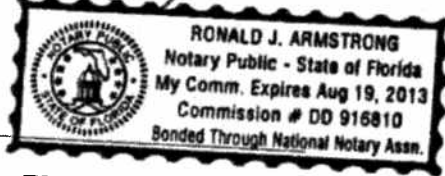
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Frank P. Joppa

Sworn and subscribed before me this  
26 day of Oct, 2009

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 White Street Stormwater Pump Station,  
City of Key West, Florida

2. This sworn statement is submitted by CHARLEY TOPPING & 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 56 2426 906

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

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

and my relationship to the entity named above is President

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

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

393716A.GN1

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

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

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

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

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

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

Frank P. Toppino  
(signature)  
10/26/09  
(date)

STATE OF FL

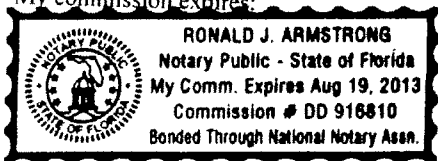
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 26 of Oct, 2009.

My commission expires:



Ronald J. Armstrong  
NOTARY PUBLIC

**CITY OF KEY WEST INDEMNIFICATION FORM**

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

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

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

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

CONTRACTOR: CHARLEY TOPPINO & SONS, INC.

SEAL:

P.O. Box 787 KW, FL 33041  
Address

Frank P. Toppino  
Signature

Frank P. Toppino  
Print Name

President  
Title

DATE:

10/26/09

## CITY OF KEY WEST WELL DRILLER CERTIFICATION

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

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

Business Name;  
T&B Drilling, LLC

Florida Water Well Contractor License Number:

1884

Street Name and Number:  
P.O. Box 787

City: Key West

State:  
FL

Zip Code:  
33041

Telephone: 305 296 5606 Facsimile: 305 296 5199  
I hereby certify that I am familiar with and agree to abide by all applicable local, state, and federal regulations pertaining to repair, installation, and construction, of wells within the State of Florida for the duration of this contract: **White Street Stormwater Pump Station** for the City of Key West. I shall abide by the applicable regulations and where occasional conflicts may occur exist between the City's bid specifications and any and all applicable local, state, and federal, regulation(s) the pertinent applicable regulation(s) shall control. These include but are not limited to the following requirements:

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

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

*William G Brook*  
Signature

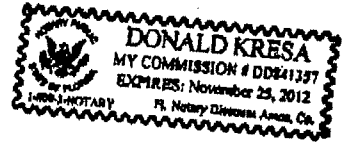
*Pres*  
Title

Sworn and subscribed before me this 26 day of 10, 2009

NOTARY PUBLIC, State of Florida at Large

*Donald Kresa*

My Commission Expires:



**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.
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.keywestcity.com/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 licensng \_\_\_\_\_

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

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

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



**BIDDER'S CHECKLIST**

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

- |     |  |     |
|-----|--|-----|
| 1.  | All Contract Documents thoroughly read and understood.   | [✓] |
| 2.  | All blank spaces in Bid Form filled in, using black ink.   | [✓] |
| 3.  | Total and unit prices added correctly.   | [✓] |
| 4.  | Addenda acknowledged.  | [✓] |
| 5.  | Subcontractors are named as indicated in the Bid.  | [✓] |
| 6.  | Experience record included.  | [✓] |
| 7.  | Bid signed by authorized officer.  | [✓] |
| 8.  | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.  | [✓] |
| 9.  | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.  | [✓] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [✓] |
| 11. | Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and required copies.                              | [✓] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.  | [✓] |
| 13. | Bidder must provide satisfactory documentation of State Licenses.  | [✓] |

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p><b>1. Type of Federal Action:</b></p> <input type="checkbox"/> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p><b>3. Report Type:</b></p> <input type="checkbox"/> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p><b>For Material Change Only:</b></p> <p>year _____</p> <p>quarter _____</p> <p>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 style="text-align: center; font-size: 2em;">NA</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>_____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$</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;">(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>
SF-LLLA, if necessary	
<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>Frank P. Toppino</u></p> <p><b>Print Name:</b> <u>Frank P. Toppino</u></p> <p><b>Title:</b> <u>President</u></p> <p><b>Telephone No.:</b> <u>3052965609</u>      <b>Date:</b> <u>10/26/09</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: \_\_\_\_\_

I, Frank P. Toppino, hereby  
 declare that I am President of CHARLEY TOPPINO & SONS, INC.  
 Of Key West, FL  
 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 price(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:

None

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

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

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

CONTRACTOR: (Seal)

BY: Frank P. Toppino  
NAME AND TITLE PRINTED

WITNESS: Ronald J Armstrong

BY: Frank P. Toppino  
SIGNATURE

WITNESS: Ronald J Armstrong

Executed on this 26 day of Oct, 2009

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



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

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

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

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Trench Box</u>	<u>LS</u>	<u>1</u>	<u>1,000</u>	<u>\$1,000</u>
B. _____	_____	_____	_____	_____

Frank Pappas  
Signature  
10/26/09  
Date

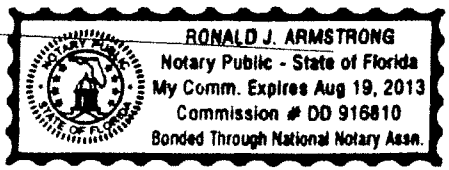
STATE OF FL  
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
\_\_\_\_\_, who, after first being sworn by me affixed his /her signature in the  
space,

provided above on the 26 day of Oct, 2009.  
Ronald J. Armstrong  
Notary Public

(Seal)

MY COMMISSION EXPIRES:



SUSPENSION AND DEBARMENT CERTIFICATION

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

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

Dated this day of, 20 10/20/09  
By Frank P. Toppino  
Authorized Signature/Contractor Frank P. Toppino, President  
Typed Name/Title CHARLEY TOPPINO & SONS, INC.  
Contractor's Firm Name P.O. Box 987 KW, FL 33041  
Street Address  
Building, Suite Number Key West FL 33041  
City/State/Zip Code 305 290 5600  
Area Code/Telephone Number

ADDENDUM NO. 1

For: WHITE STREET STORMWATER PUMP STATION

To All Bidders:

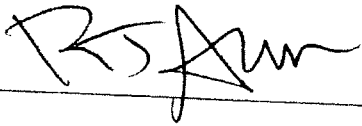
The following change is hereby made part of WHITE STREET STORMWATER PUMP STATION, as fully and completely as if the same were set forth therein:

The mandatory pre-bid meeting for the above reference project was held in the City of Key West at the City Hall on October 16, 2009. The Meeting Minutes for the meeting are provided as an attachment.

Attached: Mandatory Pre-bid Minutes  
Mandatory Pre-bid Sign in sheet  
Grant Requirements presentation  
Addendum items to the Contract Documents

Direct any request for information to Andrew Smyth: [asmith@ch2m.com](mailto:asmith@ch2m.com)

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



Signature

**CHARLEY TOPPINO & SONS, INC.**

Name of Business



**ADDENDUM NO. 1  
TO THE CONTRACT DOCUMENTS  
for the construction of the  
WHITE STREET STORMWATER PUMP STATION  
Prepared for City of Key West, Key West, Florida**

October 20, 2009

**To All Planholders:**

The following changes, additions, and/or deletions are hereby made a part of the Construction Documents for construction of the **WHITE STREET STORMWATER PUMP STATION**, DATED October 2009, as fully and completely as if the same were fully set forth therein:

**PRE-BID MEETING**

1. Attached is the meeting minutes from the pre-bid meeting held on October 16, 2009.
2. Attached is a copy of the sign-in sheet from the pre-bid meeting.
3. Attached is a copy of the pre-bid Grant Information.

**PART 1 – BIDDING REQUIREMENTS**

**SECTION 00100, INSTRUCTION TO BIDDERS**

1. Page 6, Paragraph 9 Submission of Proposals: CHANGE the third sentence to read “The Bidder shall submit **TWO ORIGINALS AND TWELVE (12) ELECTRONIC...**”
2. Page 9, Paragraph 19. MBE And WBE Requirements: DELETE the 5<sup>th</sup> sentence from the end that starts “The percentage of total hours worked for ...”

**SECTION 00300, BID FORM**

1. DELETE the Bid Form in its entirety and REPLACE with the Bid Form attached.

**SECTION 00406, BIDDER’S CHECKLIST**

1. DELETE the Bidder’s Checklist in its entirety and REPLACE with the Bidder’s Checklist attached.

**PART 2 – CONTRACT FORMS**

**SECTION 00500, AGREEMENT**

1. DELETE the Agreement in its entirety and REPLACE with the Agreement, attached.

**SECTION 00600, FLORIDA PERFORMANCE BOND**

1. DELETE the Florida Performance Bond in its entirety and REPLACE with the Florida Performance Bond, attached.

**SECTION 00605, FLORIDA PAYMENT BOND**

1. DELETE the Florida Payment Bond in its entirety and REPLACE with the Florida Payment Bond, attached

**SECTION 00609, NOTICE TO PROCEED**

1. DELETE the Notice to Proceed in its entirety and REPLACE with the Notice to Proceed attached.

**SECTION 00611, CONSTRUCTION COMPLIANCE WITH SPECIFICATIONS AND PLANS**

1. DELETE the Construction Compliance with Specifications and Plans and REPLACE with the Construction Compliance with Specifications and Plans, attached.

**PART 4 – SPECIFICATIONS**

**SECTION 02678, WELL DEVELOPMENT**

1. Page 4, Paragraph 3.04.B.1: CHANGE the rate FROM “1,000 gpm” TO “500 gpm”.

**SECTION 11305, SUBMERSIBLE AXIAL FLOW TYPE PUMPS – GENERAL**

1. Page 1, Paragraph 1.4, Manufactures’ Field Services: ADD the following sentence at the end of the paragraph: “Pump Manufacturer to submit a resume of the Field Representative for approval by the Owner and Engineer.”

**SECTION 11305-01, DETAIL PUMP SPECIFICATION FOR SUBMERSIBLE AXIAL FLOW TYPE PUMPS**

1. DELETE this section in its entirety and REPLACE with Detail Pump Specification for Submersible Axial Flow Type Pumps attached.

**SECTION 16010, ELECTRICAL – GENERAL PROVISIONS**

1. Page 3, Paragraph 1.8.A CHANGE the amount in the first sentence FROM “\$10,000.00” TO “\$30,000.00.”

**PART 3 – DRAWINGS**

**Drawing WS-1**

CHANGE the first sentence in Note 4 to read: “CONTRACTOR TO CONFIRM THE EXISTING MANHOLE’S NORTH PIPE OPENING WAS DESIGNED TO ACCOMMODATE THE NEW 48” PIPE.”

ADD the following note:

“6. CONTRACTOR TO PROVIDE PIPE COLLAR, DETAIL 3321 ON ALL PIPE ENTERING AND LEAVING STRUCTURES.”

**Drawing WS-3**

CHANGE the detail callout on the PLAN from “15690” TO “3321”.

**Drawing WS-6**

ADD the following Note to the Drawing:

“2) ANCHOR GENERATOR TO PLATFORM WITH 1/2” DIAMETER TYPE 304 SST ADHESIVE ANCHORS AT A 2’-0” MAX SPACING ALL AROUND GENERATOR. ANCHOR EMBEDMENT SHALL BE 4-1/2”. ADHESIVE SYSTEM SHALL BE HILTI HIT-RE 500-SD. CONTRACTOR SHALL COORDINATE WITH GENERATOR MANUFACTURER FOR LOCATION OF HOLES IN GENERATOR BASE.”

**Drawing D-2**

DELETE and REPLACE in its entirety with the attached Drawing D-2.

**Drawing D-4**

ADD the following note to Detail 3321:

“NOTE: CONTRACTOR TO INSTALL ANCHORS ACCEPTABLE TO THE ENGINEER TO ATTACH THE PIPE COLLAR TO EACH STRUCTOR.”

DELETE the callout on Detail 3321: “SEEP RING FOR STEEL PIPE”.

**Drawing D-8**

DELETE Details 18: ANCHOR BOLT DETAILS and 3356 CONCRETE EQUIPMENT PADS.

**Drawing D-9**

DELETE Details 13303, PRESSURE AND PRESSURE DIFFERENTIAL TRANSMITTER INSTALLATION and 13318G, PRESSURE TRANSMITTER SERVICE INSTALLATION.

**Drawing E-3**

DELETE and REPLACE in its entirety with the attached Drawing E-3.

**Drawing E-7**

DELETE and REPLACE in its entirety with the attached Drawing E-7.

**Drawing E-9**

DELETE and REPLACE in its entirety with the attached Drawing E-9.

All Bidders shall acknowledge receipt of Addendum No. 1 in the Bid Form. Bids submitted without this acknowledgement will be considered informal.

Andrew Smyth, P.E.

**CH2M HILL**

**Attachments:**

- Pre-Bid Meeting Minutes, attached.
- Sign-In Sheet, attached.
- Pre-Bid Grant Information, attached.
- Section 00300, Bid Form, attached.
- Section 00405, Bidder's Check List, attached.
- Section 00500, Agreement, attached.
- Section 00600, Florida Performance Bond, attached.
- Section 00605, Florida Payment Bond, attached.
- Section 00609, Notice to Proceed, attached.
- Section 00611, Construction Compliance Certification with Specifications and Plans, attached.
- Section 11305-01, DPS-Stormwater Drainage Pumps, attached.
- Drawing D-2, attached.
- Drawing E-3, attached.
- Drawing E-7, attached.
- Drawing E-9, attached.

# MANDATORY PRE-BID MEETING MINUTES

CITY OF KEY WEST

White Street Pump Assisted Stormwater Drainage Wells  
Pump Stations  
Old City Hall

Friday, October 16, 2009 at 1:30 PM

1. Introductions (sign-in)
2. Project Summary

The project consists of items of work required for the construction of a stormwater pump station, including a pump station with two pumps, modifications of the two existing drainage wells, standby generator with elevated platform and associated piping, electrical and I & C work.

See section 01010 for additional details

3. Contract Time and Estimated Schedule

Substantial completion-245 calendar days after notice to proceed  
Final Completion-within 30 calendar days after substantial completion  
Project to be completed and final invoices submitted to City by August 18, 2010.

Estimated NTP: November 16, 2009

Bids due October 28, 2009 at 3:00 PM

**Bidder's questions must be submitted by close of business October 21, 2009.**

**Submit questions to;**

Andrew Smyth

CH2M HILL

[asmith@ch2m.com](mailto:asmith@ch2m.com)

Fax; 305-294-4913

Addenda No. 1 will be forthcoming.

4. Liquidated Damages

\$3,000/day for failure to meet substantial  
\$1,000/day for failure to meet final

5. Grant Information

The contractor will be required to assist the City Key West Grant Administrator in meeting the reporting requirements of the American Recovery and Reinvestment Act of 2009.



(Discussion by City Grants Administrator).

Please note the following items that were added to the material in the grant presentation:

1. Awareness and prevention of fraud is an important part of Stimulus funded projects. The selected contractor will be expected to help the City monitor fraud.
2. A job site bulletin board is required. The bulletin board is to be placed within the project limits and remain for the duration of the project. Information on wage rates, FMLA, OSHA, EEO, etc. must be posted. Contact Carolyn Sheldon for a listing of items that must be posted on the job site bulletin board.
3. Employee interviews and wage audits will be conducted at least two times a month. Employees for the interviews will be chosen at random. Questions about the employee's hourly rate, job duties and EEO information will be asked during the interview. The interviews will then be compared to the certified payrolls submitted and a wage audit performed.

A copy of the grant presentation is included with this addendum.

6. Allowance

A contingency allowance of \$100,000 is included in the proposal for unforeseen conditions and conflicts. Payment of the contingency allowance shall be based on actual costs and authorized by change order.

A post construction well rehabilitation allowance of \$50,000 has been included for additional well rehabilitation, if required, upon final testing of the pump station.

Additional allowances for RTU and KES have been included as stated in the proposal.

7. Subcontracting

PICS and electrical subcontractors to be identified in proposal  
Other subcontractors all to be identified in proposal

8. Permits

City of Key West building permits shall be the responsibility of the contractor. (If required). Key West license is required for certified or registered electrical and general contractors.

SFWMD (ERP) permit has been applied for by the City, it is anticipated final permit will be acquired prior to the end of October. Contractor is required to obtain the De-watering permit.

FDEP notification has been sent by the City for connection to the Existing wells.

9. Construction Sequencing

Stormwater System shall remain operational at all time.

Provide 14 days notice for any required shut downs (if required).

10. Staging Area

Contractor shall utilize west side of existing parking area and if additional space required need to coordinate with City Public Works Department. Existing bocce courts and wildlife center will need to be accessible; any closures will need to be coordinated with City.

Contractor responsible for safety of public and materials on sites. See section 01001, part 5.01

11. Working Hours

City of Key West has a noise ordinance that allows working hours between 8:00 AM to 7:00 PM, Monday through Friday and 9:00 AM to 5:00 PM Saturday. Any construction operations outside of these hours will require a variance from the City of Key West Commission.

12. Job Site Security

Job site shall be secured at end of each day. See Section 01001, part 5.01

13. Existing Utilities

Contractor is responsible for utility location.

Notify all utility offices which are affected by construction operations a minimum of 48 hrs in advance. Where utility relocation is required in documents, contractor shall coordinate with utility.

14. General Requirements

Public safety and property is of utmost importance.

Contractor shall employ and pay for all independent lab testing as required by the specifications.

Contractor shall verify elevations and location of existing facilities shown on drawings prior to start of construction.

15. Technical requirements

All stainless steel components to be 316, all electrical enclosures to be NEMA 4X 316 SST.

Please note the diesel engine generator is to be outfitted with aluminum, sound attenuated, structurally reinforced weatherproof enclosure capable of withstanding 175 mph winds.

The pump station and outfall valve will be controlled by a vendor provided control panel. All instrumentation at the pump station (ultrasonic level element, pump controller, level switches) as well as the existing well instrumentation (pressure transmitters and pressure gauges) will be provided by the drainage pump supplier. Refer to Drawing E-7 and Section 11305-01 for pump control panel and instrumentation requirements.

The RTU will monitor signals from the pump station, outfall valve, and existing drainage well pressure transmitters. The RTU will tie into the Owner's existing DFS SCADA network. Refer to Section 16960 for RTU requirements.

The design of this project is based around Flygt pumps as specified; the awarded contractor may submit an alternate pump manufacturer provided the pump meets the specifications and design constraints. It will be at the discretion of Engineer and City to approve an alternate. **Upon further discussion with the City of Key West, the pumps will remain as specified (Flygt), no equal will be accepted.**

Well development discharge to sanitary sewer, through a sediment box, shall not exceed 500 gpm, and shall require written permission from the City, AND/OR offsite disposal, with documentation of the hauling companies and disposal locations.

Deductive alternate for Fail open valve shall include all components associated, including valve, enclosure, open cut road crossing, MOT, etc.

Trees have been identified on the drawings for relocation; all other trees and plants shall be protected. Any other tree requiring trimming or removal will need approval from City Key West tree commission.

16. Engineers Cost estimate \$1,789,000 (includes allowances)

17. City/OMI Comments

Based on Davis-Bacon the City will conduct employee interviews and wage audits throughout the construction of the project.

18. Contractor Questions/Comments

Is the well rehabilitation which is included in the unit price part of the post rehab?  
*Response; No, The unit price item for well rehabilitation is for the rehabilitation during construction and should be included in the base bid. The rehab allowance of \$50,000 is for post construction if required.*

Does the City want to drill out the existing well to a total depth of 120' (an additional 30' depth)? *Response; City will make decision based on FDEP approval, if so will be issued in forthcoming addendum.*

Can the wells be used for de-watering? *Response; No*

Specification section 16010.1.8.A Electrical Allowance for \$10,000 called out in specifications does not match the Keys Energy Service allowance in proposal.  
*Response; will be clarified in forthcoming addendum.*

Concrete for construction is based on specification 3301.

Item 11 in Bidders Checklist does not match bidding requirements. *Response: will be clarified in forthcoming addendum.*

The contractor is responsible for submitting MOT to City building department for approval of any road closures.

Contractor is responsible for submitting the "No Cost" City building permit application.

Can the contractor submit the CD copies of the bids after the submission of the actual bid? *Response; No, 2 copies of bid and 12 CD's are to be submitted on the specified bid submission date.*

19. Site Visit Met at project site at 2:30

20. Meeting Adjourned 3:00

SIGN-IN

**MANDATORY PRE-BID MEETING**

City Key West  
 White Street Pump Assisted Stormwater Drainage Wells  
 Friday, October 16, 2009 at 1:30 PM

To insure all contact information is recorded correctly and meeting minutes are sent to the right email address: PLEASE PRINT CLEARLY

Name	Company	Phone No.	Cell Phone	E-mail
John C. Buehl	SEA TECH	305 774-0584	305 797 4485	
JOE CARTER	WILMINGTON-SMITH, INC	772 283-2944	772 260-1321	JOECARTER@WILMINGTONSMITH.COM
Paul R. Waters	DN HISSLEYS INC	305-797-1019	305-797-1019	dnhys@keywest@aol.com
Dave Kirchhoff	BAT Construction	305-277-0029	305-277-0029	
Purple Devore	PEDRO FALCON ELECTRIC	305-772-2200	305-772-2200	
CHARLE BENEVEY	Paul Benevey Inc	743-4394 705-970-5555	305-770-5538	pb@highwayart.com
PAUL & TAPPINO	Charles Tappino & Sons	305-276-5606	305 797-1000	Paul@tappinocompanies.com
Ray Machinez	Charles Tappino and Sons	305-276-5606	305 797 1000	Ray@charleytappinoandsons.com
TOM CASEY	Charles Tappino & Sons	305-296-5606	305 797-2989	Tom@TAPPINOCOMPANIES.COM
LORI S. ROY	Intercounty Engineering, Inc	754-992-9800	754-691-6447	LSROY@intercountyengineering.com
Daniel Gonzalez	Metric Equipment Service	305-598-7741	786-665-2811	Danny Metric@metric.com
ARON COLLINS	CHARLES / OME	305-272-5109	305-747-5107	ARON@COLLINS@CHARLES.OME
Jess Kirk	Messner Electric	305 274-5541	305 147-2600	Messner & Bell Electric, Inc
JUAN PEREZ	GLOBECON CONSTRUCTION, LLC	954-590-8305	954 214 1050	Karen.monica@globeconconstruction.com Ken.boone@globeconconstruction.com



# City of Key West



## Pre-Bid Grant Information

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

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## Funding Source:

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



## Applicable Federal Regulations:

- **Section 1512 of the ARRA**

Requires recipients of ARRA funds to report certain information on the use of ARRA funds

- **Davis-Bacon and Related Acts**

Establishes prevailing wage rates for construction workers based on geographic location, type of construction, and classification.  
Requires these rates to be paid to construction workers employed on Federally funded construction projects covered by this Act.

- **Buy America**

Use only steel and iron produced in the United States for products permanently incorporated into the project.

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## Applicable Federal Regulations (contd):

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

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

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## ARRA Reporting:

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

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## **MBE/WBE Goals:**

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

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

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

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

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

## 6 Affirmative Action Steps:

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

These six steps are as follows:

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

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## 6 Affirmative Action Steps (contd):

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

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

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

▪ Access to records:

All books, documents, papers and records pertinent to the project shall be retained for five (5) years and access to such records shall be given to authorized representatives of the Owner, the United States Agency responsible for the federal grant, and other state agencies associated with the grant.

▪ Access to work sites:

Access to the work site at any reasonable time shall be given to authorized representatives of the Owner, the United States Agency responsible for the federal grant, and other state agencies associated with the grant.

▪ Suspension and debarment:

The owner shall not award this contract to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs

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## Reminder:

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

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For any grant-related questions

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