

---

**PART 1**

**BIDDING REQUIREMENTS**

---

## INVITATION TO BID

Sealed bids for the City of Key West ITB #

C.B. HARVEY REST BEACH SHELTERS, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on November 10, 2021 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB # 22-002 C.B. HARVEY REST BEACH SHELTERS” addressed and delivered to the City Clerk at the address noted above.**

The proposed project consists of providing all materials, equipment and labor necessary to construct shelters at C.B. Harvey Rest Beach; including the removal of existing structure and construction of three new timber structures and three 10' x 10' concrete slabs.

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

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

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

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

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

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

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

shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

**Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to Ian McDowell, Assistant Engineer, at [cimcdowell@cityofkeywest-fl.gov](mailto:cimcdowell@cityofkeywest-fl.gov).**

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

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

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

#### B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

### 2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

### 3. QUALIFICATION OF CONTRACTORS

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

### 4. BIDDER'S UNDERSTANDING

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

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

and surface topography at the worksite.

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

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

**The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.**

6. PREPARATION OF BIDS

A. GENERAL

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

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Bid for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the

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

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in timber construction and related work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. ENGINEER.
7. Name of ENGINEER's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

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

Anti-Kickback Affidavit  
Public Entity Crimes Form  
Indemnification Form  
City of Key West Business License Tax Receipt  
Local Vendors Form (if applicable)  
Domestic Partnership Affidavit  
Cone of Silence Affidavit  
Non-Collusion Affidavit  
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BIDS

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

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening.

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred & twenty (120) days after the opening of Bids.

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

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to them and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract. Bid



security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

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

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid.

The term of this contract will be **90** calendar days.

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

### PROPOSAL FORM

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: C.B. HARVEY REST BEACH SHELTERS  
ITB 22-002

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

Company Name: Charley Toppino & Sons, Inc  
Contact Name & Telephone #: Andrew Toppino, 305-296-5606  
Email Address: Atoppino@charleytoppino.com

#### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the 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 as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

#### CONTRACT EXECUTION

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 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.



**PROPOSAL FORM**

**Bonds**

**LUMP SUM BASE BID:**

(Includes all permitting, fixtures, equipment, material & labor)

**LUMP SUM \$** 91,197.50

Ninety One Thousand One Hundred Ninety Seven Dollars & Fifty Cents  
(amount written in words)

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

**The Bidder shall submit a Schedule of Values with the Proposal ID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.**

**ADDITIVE ALTERNATE # 1**

Renovation and repair of C.B. Harvey Rest Beach sign, including necessary repairs to roofing and timber structure.

\$ 4,375.00 Total

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Erosion Control - \$1,265.00	
Demolition - \$15,245.00	



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
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 5 day of NOV 2021.

(SEAL)

Charley Toppino & Sons, Inc  
Name of Corporation

By  \_\_\_\_\_

Title President \_\_\_\_\_

Attest Quinn J. Sec'y  
Secretary

## Schedule of Values

Job Title: C.B. Harvey Rest Beach Shelters

Item Number	Item Description	Unit	Quantity	Unit Price	Total Extended Price
1	Mobilization	1	LS	\$ 19,525.00	\$ 19,525.00
2	Erosion Control	1	LS	\$ 1,265.00	\$ 1,265.00
3	Demolition	1	LS	\$ 15,245.00	\$ 15,245.00
4	Construction of Shelters	3	EA	\$ 18,387.50	\$ 55,162.50
Total of Base Bid items					<b>\$ 91,197.50</b>

### Additive Alternate #1

Renovation & Repair of C.B Harvey Rest Beach Sign **\$ 4,375.00**





**FLORIDA BID BOND**

BOND NO. N/A  
AMOUNT: \$ Five Percent of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

Charley Toppino & Sons, Inc.

hereinafter called the PRINCIPAL, and \_\_\_\_\_

Travelers Casualty and Surety Company of America

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

having its principal place of business at One Tower Square, Hartford, CT 06183

\_\_\_\_\_ in the State of CT,

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

City of Key West

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted  
DOLLARS (\$ -----5%-----) for the payment for which we bind ourselves,  
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for  
**ITB # 22-002 / C.B. HARVEY REST BEACH SHELTERS / IS72011901** said Bid, 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 CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications, entitled:

**ITB 22-002 / C.B. HARVEY REST BEACH / IS72011901**

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 five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE, 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 3 day of November, 2021.

PRINCIPAL Charley Toppino & Sons, Inc.

By 

STATE OF FL )  
: SS  
COUNTY OF Miami-Dade )

Travelers Casualty and Surety Company of America  
SURETY

By   
William L. Parker, Attorney in Fact & FL Res Agent



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

City of Hartford ss.

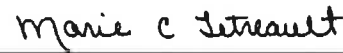
By:   
Robert L. Raney, Senior Vice President

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

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

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



  
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **3** day of **November**, 2021



  
Kevin E. Hughes, Assistant Secretary


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

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

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

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

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

Certified By: <u>Richard Toppino</u> <u>President</u>
<i>Print Name</i> <span style="margin-left: 150px;"><i>Print Title</i></span>
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: 



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 Bid for \_\_\_\_\_  
C.B. HARVEY REST BEACH SHELTERS  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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


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

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

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



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

  
\_\_\_\_\_  
(Signature) 11/5/21  
\_\_\_\_\_  
(Date)

STATE OF FL

COUNTY OF Monroe

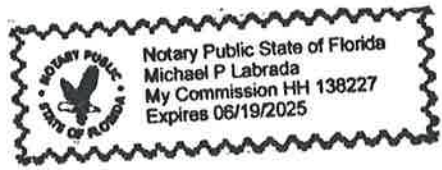
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 5 day of Nov, 2021.

My commission expires:

  
\_\_\_\_\_  
NOTARY PUBLIC



**INDEMNIFICATION**

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

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

CONTRACTOR: Charley Toppino & Sons, Inc

SEAL:

PO Box 787, Key West, FL 33041  
Address

  
Signature

Richard J. Toppino  
Print Name

President  
Title

DATE: 11/5/21

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

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

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

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

Business Name Charley Toppino & Sons, Inc Phone: 305-296-5606

Current Local Address: 129 Toppino Industrial Dr, Rockland Key, FL 33040 Fax: \_\_\_\_\_  
(P.O Box numbers may not be used to establish status)

Length of time at this address: 75 years

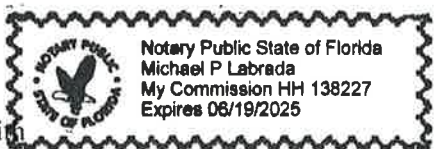
Signature of Authorized Representative \_\_\_\_\_ Date: 11/5/21

STATE OF FL COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 5 day of NOV, 2021.

By Richard Toppino, of Charley Toppino & Sons, Inc  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification \_\_\_\_\_ as identification  
(Type of identification)



Michael Labrada  
Signature of Notary

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


Print, Type or Stamp Name of Notary

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

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FL )  
: SS  
COUNTY OF MONROE )

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

By: 

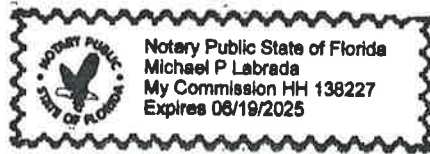
Sworn and subscribed before me this

5 Day of NOV, 2021.



NOTARY PUBLIC, State of FL at Large

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



**CONE OF SILENCE AFFIDAVIT**

STATE OF FL )  
 : SS  
COUNTY OF MONROE )

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

Sworn and subscribed before me this

5<sup>th</sup> Day of November, 2021.

NOTARY PUBLIC, State of FL at Large

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



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

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
  - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
  - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
  - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
  - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
  - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
  - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
  - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

- (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
    - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
    - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
  - (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publicly noticed evaluation and/or selection committees;
  - (5) Contract discussions during any duly noticed public meeting;
  - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
  - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
  - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
  - (2) The cone of silence shall terminate:
    - (A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
    - (B) At the deadline for submission of responses to the solicitation if only one vendor has responded.
  - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
  - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

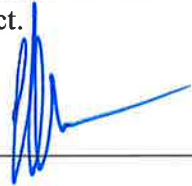
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
  - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
  - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.
- (Ord. No. 13-11, § 1, 6-18-2013; Ord. No. 19-08, § 1, 3-20-2019; Ord. No. 19-28, § 3, 9-17-2019)



**NON-COLLUSION AFFIDAVIT**


STATE OF FLORIDA            )  
  :  
SS COUNTY OF MONROE        )

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

By:  \_\_\_\_\_

Sworn and subscribed before me this

\_\_\_\_\_ 5 day of NOV, 2021.

\_\_\_\_\_   
NOTARY PUBLIC, State of Florida at Large



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

## BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [ ✓ ]
2. All blank spaces in Bid filled in, using black ink. [ ✓ ]
3. Total and unit prices added correctly and attached Schedule of Values [ ✓ ]
4. Addenda acknowledged. [ ✓ ]
5. Subcontractors are named as indicated in the Bid. [ ✓ ]
6. Experience record included. [ ✓ ]
7. Bid signed by authorized officer. [ ✓ ]
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 entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. [ ✓ ]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [ ✓ ]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2021

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

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

PRODUCER: Marsh & McLennan Agency LLC; CONTACT NAME: Iliana Abbate; INSURED: Charley Toppino & Sons Inc.; INSURER A: Travelers Indemnity Co of America; INSURER B: Phoenix Insurance Company; INSURER C: Travelers Property Casualty Co of Amer; INSURER D: Travelers Indemnity Company; INSURER E: ; INSURER F: ;

COVERAGES CERTIFICATE NUMBER: 1118367509 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

Proof of Insurance only.

CERTIFICATE HOLDER: Charley Toppino & Sons Inc.; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## Major Projects

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
UNITED AND GRINNELL ST WATER MAIN IMPROVEMENTS	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DON HUBBS Company: FKAA Telephone: 305-296-3965	7/18/2017	UNDERGROUND UTILITIES	COMPLETE	\$527,921.34
NAS BOCA CHICA MAIN EXTENSION	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: JASON MCCLAIR Com: CHEN MOORE & ASSOCIATES Telephone: 954-730-0707	11/16/2016	UTILITIES, PIPEWORK, CONCRETE RESTORATION	COMPLETE	\$1,847,000.00
FKAA KEY HAVEN UTILITY IMPROVEMENTS	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	7/15/2016	UNDERGROUND UTILITIES, LIFT STATIONS, PAVING, STRIPING	COMPLETE	\$2,779,313.80
GERALD ADAMS SITEWORK AND DEMO	Name: AJAX BUILDING CORP Address: 6050 PORTER WAY Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	5/25/2017	CLEARING, EARTHWORK, UTILITIES	COMPLETE	\$4,578,670.40
PUMP STATION "F"	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JOHN PAUL CASTRO Company: CKW ENGINEERING Telephone: 305-809-3965	1/26/2015	PUMP STATION IMPROVEMENTS	COMPLETE	\$1,670,744.25
STOCK ISLAND ROADWAY & DRAINAGE IMPROVEMENTS	Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426	Name: FRANCISCO ALONSO Company: T. Y. LIN INTERNATIONAL Telephone: 305-567-1888	6/21/2017	DRAINAGE, STRUCTURES INSTALLATION, PAVEMENT, STRIPING	COMPLETE	\$4,097,278.47
VFD PUMP STATIONS A, B, C, D, DA	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JOHN PAUL CASTRO Company: CKW ENGINEERING Telephone: 305-809-3965	11/13/2015	PUMP STATION IMPROVEMENTS	COMPLETE	\$4,022,894.40

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
CITY OF KEY WEST RIGHT OF WAY IMPROVEMENTS 2017	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JANET MUCCINO Company: CKW ENGINEERING Telephone: 305-809-3965	4/11/2017	FLATWORK, MILLING AND PAVING, STRIPING	COMPLETE	\$2,500,000.00
ST MARY'S ACTIVITY CENTER	Name: ARCHDIOCESE OF MIAMI Address: 9401 BISCAYNE BLVD, MIAMI Telephone: 305-762-1032	Name: CARLOS HUEMBES Company: VILLA AND ASSOCIATES Telephone: 305-661-8181	5/8/2017	UTILITIES, BUILDING CONSTRUCTION	COMPLETE	\$1,574,143.14
FDOT E-6196 MARATHON	Name: GENERAL ASPHALT Address: 4950 NW 172 AVE, MIAMI, FL Telephone: 305-592-3480	Name: ORACIO RICCOBONO Company: GEOSOL, INC Telephone: 305-828-4367	3/3/2017	CLEARING, DRAINAGE, SUBBASE INSTALLATION	COMPLETE	\$1,010,539.55
FDOT T6489	Name: Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555	Name: Hernan Lugo Company: HBC Engineering Telephone: 305-232-7932	6/23/20	Earthwork, Stabilization, RipRap	ACTIVE	\$6,014,031.65
TRUMAN WATERFRONT PARK PHASE 1B	Name: Albi Balliu Address: 1100 United St, Key West, FL Telephone: 305-809-3962	Name: Erica Pool Company: K2M Design Telephone: 305-292-7722	9/27/19	Building Renovation, Athletic Field Development, Install	ACTIVE	\$4,765,712.00
MONROE COUNTY KWIA DRAINAGE IMPROVEMENTS	Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426	Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 904-636-5432	11/22/2016	EARTHWORK, DRAINAGE INSTALLTION	COMPLETE	\$2,818,122.25
STANLEY SWITLIK ELEMENTARY SCHOOL	Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	2/27/18	SITWORK, UNDERGROUND UTILITIES	COMPLETE	\$4,343,634.55

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
POINCIANA GARDENS ASSISTED LIVING FACILITY	Name: ROCKFORD CONSTRUCTION 601 FIRST ST NW, GRAND RAPIDS, MI Telephone: 616-285-6933	Name: PEREZ ENGINEERING 1010 KENNEDY DR, KEY WEST, FL Telephone: 305-293-9440	SEPT 28, 2016	SITework, EARTHWORK, UTILITIES	COMPLETE	\$945,722.00
FKAA KEY HAVEN FM EXTENSION	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	11/22/2018	UNDERGROUND UTILITIES, LIFT STATIONS	COMPLETE	\$2,762,000.00
TRUMAN WATERFRONT PARK	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: KIRK OLNEY BERMELLO AJAMIL & PARTNERS Telephone: 305-859-2050	9/30/2015	SITE DEVELOPMENT, UTILITIES, CONCRETE	COMPLETE	\$15,164,925.26
STOCK ISLAND MARINA VILLAGE HOTEL	Name: SIMV 1, LLC Address: 2121 PONCE DE LEON BLVD STE 1250, CORAL GABLE, FL 33134 Telephone: 305-296-3904	Name: MICHAEL GIARDULLO 201 W. MARION AVE STE Address: 1306, PUNTA GORDA, FL Telephone: 941-505-1700	2/29/2016	SITework, HOTEL CONSTRUCTION	COMPLETE	\$18,958,714.22
BIG PINE OBSERVATION PLATFORM AND REYNOLDS ST PIER	Name: Monroe County BOCC Address: 500 Whitehead St, Key West, FL Telephone: 305-292-4426	Name: Stantec Address: 21301 Powerline Rd, Ste 311 Boca Raton, FL 33433 Phone: 561-487-3379	3/21/2018	Platform Construction, Pilings, Boardwalk, Pier Restoration	COMPLETE	\$762,854.75
QUARRY HOUSING DEVELOPMENT	Name: QUARRY PARTNERS LLC 3030 HARTLEY RD, Address: JACKSONVILLE, FL 32257 Telephone: 904-288-7778	Name: RODOLFO MARTIN Company: PQH GROUP DESIGN, INC Telephone: 904-224-0001	6/7/2018	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK, PAVING, STRIPING	COMPLETE	\$6,163,588.00
MARTY'S PLACE	Name: Marty's Place Associates, L.TD Address: 1434 Kennedy Dr, Key West Telephone: 305-293-4800	Name: Mark McLean Company: MHK Architecture & Planning Telephone: 239-250-9915	2/12/2019	Residential Facility Construction	COMPLETE	\$10,461,140

## References

---



Allen Perez  
Owner  
Perez Engineering  
305-293-9440



Robert Lopez  
Owner  
General Asphalt  
305-510-3031



Rachel Cone  
The Southern Group  
Interim Secretary of FDOT under Rick Scott  
904-386-3033



## CREDIT REFERENCES

---



Concrete Products Of Palm Beaches, Inc.  
460 Avenue S  
Riviera Beach, FL 33404  
(561) 842-2743



Ferguson Enterprises  
1950 NW 18th Street  
Pompano Beach, FL 33069  
(305) 947-0514



BB&T Bank - Jay Hall  
1010 Kennedy Dr.  
Key West, FL 33040  
(305) 292-3842



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**TOPPINO, JOHN PETER**

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

**LICENSE NUMBER: CGC1518488**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

Business Name CHARLEY TOPPINO & SONS INC  
Location Addr 2011 FLAGLER AVE  
Lic NBR/Class 23997 CONTRACTOR DBPR STATE CERTIFIED  
Issued Date 9/3/2021 Expiration Date: September 30, 2022

GENERAL CONTRACTOR

Comments:

Restrictions: DBPR #CGC1518488 (8/31/22)

CHARLEY TOPPINO & SONS INC  
PO BOX 787

KEY WEST, FL 33041

This document must be prominently displayed.

TOPPINO, FRANK



**Cash Register Receipt**  
City of Key West

**Receipt Number**  
**R46213**

DESCRIPTION	ACCOUNT	QTY	PAID
LicenseTRAK			\$341.00
<b>23997 Address: 2011 FLAGLER AVE APN: 00045270-000000</b>			<b>\$341.00</b>
			\$341.00
CONTRACTOR DBPR STATE CERTIFIED			\$341.00
<b>TOTAL FEES PAID BY RECEIPT: R46213</b>			<b>\$341.00</b>

---

Date Paid: Friday, September 03, 2021  
Paid By: CHARLEY TOPPINO & SONS INC  
Cashier: AB  
Pay Method: CHECK 00085037

---

**CHARLEY TOPPINO & SONS, INC.**

**P.O. BOX 787**

**KEY WEST, FL 33041**

**305 296-5606**

**PAST PROJECTS**

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

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

**PROJECTS:**

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2011	\$1,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
WHITE ST PIER RIP RAP	\$ 131,054	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 1	\$ 218,890	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 2	\$ 164,181	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES

COLLEGE ROAD ENHANCEMENTS	\$ 283,921.84	BOND YES
ATLANTIC BLVD ENHANCEMENTS	\$ 498,839.13	BOND YES
DONALD AVE CANAL EMBANK	\$ 50,912.00	BOND NO
16 <sup>TH</sup> ST PAVEMENT STABILIZATION	\$108,000.00	BOND NO
CAROLINE STREET IMPROVEMENTS	\$3,000,000.00	BOND YES
PUMP STATION "F"	\$1,671,000.00	BOND YES
SIMONTON STREET EMER OUTFALL	\$ 893,000.00	BOND YES
ROW IMPROVE : 2015, 2016, 2017	\$2,727,900.00	BOND YES
TRUMAN WATERFRONT PARK	\$14,719,868.05	BOND YES
DONALD AVE CULVERT INSTALLATION	\$406,525.00	BOND YES
MANGROVE TRIMMING & DISPOSAL	\$149,329.00	BOND YES
HAWK MISSILE SITE RESTORATION	\$22,950	BOND YES
TRUMAN WATERFRONT PHASE II	\$4,765,712.00	BOND YES
SIMONTON ST IMPROVEMENTS	\$1,435,129	BOND YES
DUVAL ST IMPROVEMENTS	\$1,050,500	BOND YES

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

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

**PROJECTS:**

PALM AVE ROADWAY	\$ 931,000	BOND YES
WILHELMINA PARK	\$ 145,000	BOND YES
MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$2,366,000	BOND YES
MARATHON AIRPORT SERVICE ROAD	\$ 688,000	BOND YES
KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 192,000	BOND YES
KW INTN AIRPORT: PARKING LOTS	\$ 531,000	BOND YES
BIG COPPITT PARK	\$ 860,242	BOND YES
BIG PINE BASIN FILL IN AND DEMO	\$ 904,943	BOND YES
MARATHON AIRPORT APRONS	\$ 376,344	BOND YES
PRADO CIRCLE	\$ 339,000	BOND YES
PALM DR BRIDGE REPAIR	\$ 131,000	BOND NO
KWIA DRAINAGE RECONSTRUCTION	\$ 295,000	BOND YES
KWIA DRAINAGE GAKAP146	\$1,655,480	BOND YES
STOCK ISLAND ROADWAY & DRAINAGE	\$3,953,134	BOND YES
SCENIC HIGHWAY OVERLOOKS	\$787,288.	BOND YES
EAST MARTELLO DRAINAGE	\$466,711	BOND YES
FARALDO CIRCLE IMPROVEMENTS	\$405,190	BOND YES
BIG COPPITT GULF VIEW BOAT RAMP	\$252,000	BOND YES
STOCK ISLAND ROADWAY & DRAINAGE II	\$3,423,967	BOND YES

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

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

TRUMAN AVE PROJECT:	\$10,500,000	BOND YES
BIG COPPITT BIKE PATH:	\$ 480,000	BOND YES
EMERGENCY ROAD REPAIRS, HURR WILMA:	\$ 185,000	BOND NO
HURRICANE GEORGES ROAD REPAIRS:	\$ 52,000	BOND NO
KNIGHTS KEY	\$ 373,000	BOND YES
BIG COPPITT BOAT RAMP & SPANISH HARBOR:	\$ 500,000	BOND NO
BIKE PATH SADDLE BUNCH KEYS	\$ 450,000	BOND YES
BOCA CHICA SEAGRASS MITIGATION	\$ 1,352,930	BOND YES
SUMMERLAND KEY DRAINAGE	\$2,000,000	BOND YES
HURRICANE IRMA REPAIRS T6476	\$1,873,536	BOND YES
HURRICANE IRMA REPAIRS T6489	\$6,002,446	BOND YES

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

FCAA CONSTRUCTION YARD BUILDING	\$ 682,000	BOND YES
PUMP STATION	\$ 377,555	BOND YES
BIG COPPITT WASTE WATER SYSTEM	\$11,078,347	BOND YES

DEMO WATER TANKS, BIG COPPITT	\$ 55,000	BOND YES
FLAGLER AVE WATERMAIN	\$ 306,861	BOND YES
REPUMP STATION BIG PINE KEY	\$ 919,020.00	BOND YES
KEY HAVEN UTILITY IMPROVEMENTS	\$ 2,766,744	BOND YES
BOCA CHICA FM EXTENSION	\$ 2,020,468	BOND YES
UNITED AND GRINNELL WATERMAIN	\$527,921	BOND YES
KEY HAVEN FM TRANSMISSION	\$ 2,762,000	BOND YES
SOMBRERO ROAD UPGRADES	\$1,791,793	BOND YES
TRUMBO POINT TANK REPLACEMENT	\$2,186,500	BOND YES
BREEZY PINES IMPROVEMENTS	\$1,309,084	BOND YES
METER READING GATEWAYS	\$472,050	BOND YES
WWTP DECOMM AND DEMO	\$344,693	BOND YES
FCAA HQ DEMO	\$189,000	BOND NO
SIRO PRODUCTION WELLS	\$487,276	BOND YES

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

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

**PROJECTS:**

ROOSEVELT GARDENS HOUSING PROJECT	\$1,256,000	BOND	YES
-----------------------------------	-------------	------	-----

**6.) BJ&K CONSTRUCTION**  
**970 WEST MCNAB ROAD**  
**FORT LAUDERDALE, FL 33309**  
**954 974-7744**

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

**PROJECTS:**

MERIDIAN WEST APARTMENTS	\$1,700,000	BOND	YES
--------------------------	-------------	------	-----

**7.) HEERY INTERNATIONAL**  
**1625 DENNIS STREET**  
**KEY WEST, FL 33040**

**305 293-3008**

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

**PROJECTS:**

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3	\$2,363,000	BOND YES
POINCIANA ELEMENTARY SCHOOL:	\$633,000	BOND YES

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

PARK VILLAGE	\$ 317,000	BOND NO
MARQUESA COURT	\$ 405,000	BOND NO
KEY COVE LANDINGS	\$ 675,000	BOND NO
LANDINGS AT KEY HAVEN	\$1,500,000	BOND NO

**10.) DEMOYA GROUP**



12209 S. DIXIE HWY  
MIAMI, FL 33156  
305 255-5713

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

**PROJECTS:**

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

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

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

**PROJECTS:**

HOMELAND SECURITY, KEY WEST	\$ 231,600.00	BOND NO
KEY WEST INTERNATIONAL AIRPORT	\$ 724,000.00	BOND NO
SANTA MARIA HOTEL	\$ 225,000.00	BOND NO
COUCH HARBOR	\$ 210,000.00	BOND NO
ATLANTIC SHORES DEMO & SITEWORK	\$1,011,000.00	BOND NO
TRUMAN HOTEL SITEWORK	\$ 55,000.00	BOND NO
SPINDRIFT HOTEL DEMO & SITEWORK	\$300,000.00	BOND NO
FIRE STATION # 2 CITY OF KEY WEST	\$661,000.00	BOND NO
SPINDRIFT HOTEL	\$150,000.00	BOND NO
HISTORIC SEAPORT COMMONS	\$ 81,000.00	BOND NO
TRUMAN AMPHITHEATER	\$ 183,593	BOND NO
KOSLOSKE RESIDENCE	\$100,000	BOND NO

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO
TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO
NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO
SIGSBEE PARK YOUTH CENTER	\$89,600	BOND NO

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

OHIO BAHIA HONDA BRIDGE REPAIR:	\$837,700.00	BOND YES
HERITAGE TRAIL: SUGARLOAF SEGMENT:	\$255,000.00	BOND YES
HERITAGE TRAIL: KEY HAVEN TO BIG COPPITT:	\$2,052,268.00	BOND YES
HERITAGE TRAIL: SPANISH HARBOR	\$4,083,000.00	BOND YES
BAHIA HONDA: LOGGERHEAD BEACH RESTORE	\$1,240,245	BOND YES
BAHIA HONDA: SANDSPUR RESTORATION	\$2,962,347	BOND YES

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

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

HOLIDAY INN EXPRESS:	\$8,890,227	BOND YES
----------------------	-------------	----------

**19. DORADO/CONQUISTADOR**

541 N. PALMATTO AVE.  
SUITE 104  
SANFORD, FL 32771  
407 688-0600

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

**PROJECTS:**

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

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

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

512 DUVAL STREET BUILDING	\$1,071,586.28	BOND NO
---------------------------	----------------	---------

**21. BOTSFORD BUILDERS**  
937 107th Street Gulf  
Marathon, FL 33050  
(305) 743-9644

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

**PROJECTS:**

FLAGLER'S VILLAGE	\$956,445.00	BOND YES
OCEANSIDE MARINA DEMO	\$193,950.00	BOND NO

**22. GENERAL ASPHALT**  
4950 NW 172 AVE  
MIAMI, FL 33166  
(305) 592-3480

**SCOPE OF WORK:** EXCAVATION, CLEAR / GRUBBING, ROAD BASE, CONCRETE WORK  
STORM DRAINAGE

SUGARLOAF SEGMENT US # 1	\$401,598.22	BOND NO
--------------------------	--------------	---------

SHARK KEY WEST US # 1	\$61,320.86	BOND NO
RAMROD LITTLE TORCH US # 1	\$463,939.28	BOND NO
SUGARLOAF TO BIG COPPITT US # 1	\$136,250.46	BOND NO
TRUMAN AVE E6133	\$125,588.00	BOND NO
S. ROOSEVELT-BIG COPPITT US # 1 T6320	\$1,860,000.00	BOND NO
FDOT E-6J96-MARATHON	\$1,010,539	BOND NO
KWIA RUNWAY	\$2,322,853	BOND NO
FDOT E6K75	\$485,537	BOND NO
FDOT E6K67	\$322,437	BOND NO
KWIA TAXIWAY IMPROVEMENTS	\$1,265,900	BOND NO

**23. WHARTON SMITH**

3547 SW CORPORATE PARKWAY  
PALM CITY, FL 34990-8152  
(772) 283-2944

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

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

**24. AJAX BUILDING CORPORATION**

6050 PORTER WAY  
SARASOTA, FL 34232  
(941) 371-6222

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

FKCC MARINE TECH BUILDING	\$466,000.00	BOND YES
GERALD ADAMS ELEMENTARY	\$4,392,785	BOND YES
STANLEY SWITLIK ELEMENTARY	\$4,065,854	BOND YES
MARATHON HS ATHLETIC COMPLEX	\$4,157,965	BOND YES
TRANSPORTATION FACILITY	\$2,713,054	BOND YES
KEY WEST HIGH SCHOOL BACKYARD	\$1,451,562	BOND NO

**25. CIVIC CONSTRUCTION**

7144 SW 47TH STREET  
MIAMI, FL 33155  
(305) 661-4859

**JL WOODE, LLC**

49 IMMIGRATION ST  
SUITE 103  
CHARLESTON, SC 29403  
(312) 363-6000

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

**PROJECTS:**

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

HILTON GARDEN INN, SITE B SITEWORK	\$603,000.00	BOND NO
FAIRFIELD INN, SITE A SITEWORK	\$461,000.00	BOND NO
QUALITY INN, SITE C SITEWORK	\$477,000.00	BOND NO

**27. SCHOOL BOARD, MONROE COUNTY**

241 TRUMBO RD  
 KEY WEST, FL 33040  
 (305) 293-1400

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

HARRIS SCHOOL DEMO	\$86,000.00	BOND NO
HOB PARKING LOT, SOCCER FIELD	\$343,882.00	BOND YES
HOB BUS LOOP	\$723,700	BOND YES
MARATHON MANOR DEMO	\$409,000.00	BOND YES
MAY SANDS DEMO	\$179,920	BOND YES

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

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

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

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

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

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

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

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

**30. DOUGLAS N. HIGGINS, KEY WEST**

5707 College Road  
 Key West, FL 33040  
 (305) 292-7717

**SCOPE OF WORK:** DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS, SANITARY SEWER.

EAST FRONT ST FLOOD MITIGATION, CKW	\$444,000.00	BOND NO
KEY WEST TRANSIT FACILITY	\$ 77,487.00	BOND NO

**31. LAYNE HEAVY CIVIL**  
4520 NORTH STATE ROAD 37  
ORLEANS, IN 47452  
812 865-3232

**SCOPE OF WORK:** TEMP INJECTIONS WELLS, SANITARY SEWER, WATER MAINS.

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:		
OUTER ISLANDS	\$5,400,000.00	BOND NO
BIG PINE KEY BIKE PATH REPAIR	\$ 192,330.00	BOND NO

**32. GIANNETTI CONTRACTING OF FL, INC.**  
2660 NW 15th Court # 108  
Pompano Beach, FL 33069-1500  
(954) 972-8104

**SCOPE OF WORK:** TEMP INJECTIONS WELLS

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:		
OUTER ISLANDS	\$391,200.00	BOND NO

**33. SOUTHERNMOST CABANA RESORT, LLC**  
P.O. Box 420236  
Summerland Key, FL. 33042  
(850) 221 2338

**SCOPE OF WORK:** SITEWORK, SANITARY SEWER, STORM SEWER, FIRE LINES,  
WATERMAINS.

SOUTHERNMOST CABANA RESORT	\$430,000.00	BOND NO
----------------------------	--------------	---------

**33. MARATHON OCEAN HOUSING LLC**  
5604 PGA BOULEVARD  
SUITE 109  
PALM BEACH GARDENS, FL 33418  
(561) 722-9725

**SCOPE OF WORK:** SITEWORK, SANITARY SEWER (GRAVITY & VAC SYSTEM), STORM  
SEWER, FIRE LINES, WATERMAINS, DEMOLITION, ROADWORK,  
CONCRETE WORK, ASPHALT PAVING, PAVEMENT STRIPING,  
LANDSCAPING.

TARPON HARBOR, MARATHON	\$2,223,000	BOND NO
-------------------------	-------------	---------

**34. SUMMIT CONTRACTING GROUP, INC**  
1000 RIVERSIDE AVE, STE 800  
JACKSONVILLE, FL 32204

**SCOPE OF WORK:** SITEWORK, WATERMANS, FIRELINES, SEWER, DRAINAGE, LANDSCAPING, BRIDGE RECONSTRUCTION, ROADWAY CONSTRUCTION

QUARRY PHASE I & II

\$6,320,823

BOND NO

**35. MARTY'S PLACE ASSOCIATES, LTD**

1434 KENNEDY DR

KEY WEST, FL 33040

**SCOPE OF WORK:** GENERAL CONTRACTOR FOR CONSTRUCTION OF 47 UNIT ASSISTED-LIVING FACILITY

MARTY'S PLACE ASSISTED LIVING FACILITY

\$10,594,453 BOND YES



---

## **PART 2**

# **CONTRACT FORMS**

---

**CONTRACT**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021,

by and between the CITY OF KEY WEST, hereinafter called the "Owner", and \_\_\_\_\_

---

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid to them by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 22-002 C.B. HARVEY REST BEACH SHELTERS, Key West, Florida to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_th day of \_\_\_\_\_2021, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within One hundred & eighty (180) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

-Public Access. Pursuant to Florida Statute §119.0701, the parties shall comply with all public records laws of the State of Florida, including but not limited to:

- i. Keep and maintain public records that ordinarily and necessarily would be required by CITY in the performance of this Agreement.
- ii. Provide the public with access to public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to CITY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CONTRACTOR in a format that is compatible with the information technology systems of CONTRACTOR.

-Governing Laws/Venue. This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement shall be in Monroe County, Florida. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes.

-Construction. This Agreement has been carefully reviewed by each of the parties. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

\_\_\_\_\_ Day of \_\_\_\_\_, A.D., 2021.

CITY OF KEY WEST

By \_\_\_\_\_

Title City Manager

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_