

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

**BID FORM**

To:

The City of Key West

Address:

3126 Flagler Avenue, Key West, Florida 33040

Project Title:

East Front Street Flood Mitigation

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

Name:

RONALD J. ARMSTRONG

Telephone:

305 296-5606

**BIDDERS DECLARATION AND UNDERSTANDING**

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

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

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

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

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the CITY examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within 200 calendar days.

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

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, the Owner and Bidder agree that as liquidated damages for delay (not as a penalty) Bidder shall pay Owner \$2,000 per day for each day that expires after the completion date.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2 resulting from said addenda. (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.

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

**UNIT PRICE BID SCHEDULE**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Qty</b>	<b>Unit</b>	<b>Bid Unit Price</b>	<b>Extended Bid Unit Price</b>
1	Performance/ Payment Bond	1	LS	47,150.00	47,150.00
2a	Mobilization/Field/Envir/Constr	1	LS	49,898.00	49,898.00
2b	Demobilization	1	LS	5,000.00	5,000.00
2c	General and Supplementary Cond.	1	LS	142,752.00	142,752.00
2d	MOT	1	LS	86,750.00	86,750.00
2e	Certified Auto Cad As-Builts/surveyer	1	LS	32,637.00	32,637.00
3	Trench Excavation, Backfill, and Storm Pipe				
3a	18" Storm	850	LF	331.40	281,690.00
3b	24" Storm	1350	LF	332.80	449,280.00
3c	42" Storm	30	LF	386.33	11,589.90
3d	48" Storm	20	LF	510.43	10,208.60
3e	Exfiltration Trench	15	LF	588.42	8,826.30
4	Asphalt Restoration	3,120	SY	34.69	108,232.80
5	Temporary Striping - 20 Mills	350	LF	2.50	875.00
6	Final Striping - 70 Mills Thermoplastic	350	LF	6.25	2,187.50
7	<b>Concrete</b>				
7a	Sidewalk (4-inch)	11,925	SF	15.27	182,094.75
7b	Sidewalk/Driveway (6-inch)	250	SF	16.00	4,000.00

7c	FDOT Type F Curb and Gutter, Type D, and Valley Gutter	1,810	LF	37.06	67,078.60
8	<b>Catch Basins and Inlets</b>				
8a	Ditch Bottom Inlets	3	EA	12,875.00	38,625.00
8b	Type P5 - Including Bottom	13	EA	12,875.00	167,375.00
8c	Type P6 - Including Bottom	8	EA	13,456.00	107,648.00
8d	Type P5 - Top Only	24	EA	5,041.67	121,000.08
8e	Type P6 - Top Only	7	EA	6,109.46	42,766.22
9	Removal and Disposal of Existing Structures	8	EA	900.00	7,200.00
10	Storm Manhole	5	EA	13,865.00	69,325.00
11	<b>Adjustments and Connections</b>				
11a	Water Main Relocation	200	LF	81.00	16,200.00
11b	Connection to Existing Storm System	5	EA	1,875.00	9,375.00
12	<b>Triple Chamber Baffle Box</b>				
12a	Baffle Box With Well	5	EA	69,266.00	346,330.00
12b	Baffle Box On Outfall (No Well)	1	EA	44,400.00	44,400.00
13	<b>Pipe Zone</b>				
13a	Geotextile Fabric	8,500	SY	3.44	29,240.00
13b	Foundation Stabilization	450	CY	8.75	3,937.50
14	Abandon Existing Storm Pipe	380	LF	25.99	9,876.20
15	<b>Brick Pavers</b>				
15a	Pavers - Mallory Square	4,000	SF	8.40	33,600.00

**TOTAL BID (Base + Allowance) \$ 3,056,798.45**

**\$ 200,000.00**  
**\$ 10,000.00**  
**\$ 15,000.00**

**Contingency Allowance**  
**Building Permit Allowance**  
**Keys Energy Service Allowance**

**Total of All Extended Bid Unit Prices \$ 2,831,798.45**

15b	Pavers - Road Surface	SF	2,000	8.40	16,800.00
15c	Pavers - Detectable Warning Surface	SF	125	40.00	5,000.00
16	Soft Digs	EA	5	500.00	2,500.00
17	Hydrostatic Testing of Storm Pipe and Structures	LS	1	14,350.00	14,350.00
18	Sign Removal and Reinstallation	EA	20	250.00	5,000.00
19	Tree Removal	EA	5	1,500.00	7,500.00
20	<b>Division Structures</b>				
20a	Angela Street	EA	1	19,790.00	19,790.00
20b	Fleming Street	EA	1	19,790.00	19,790.00
20c	Eaton Street	EA	1	19,790.00	19,790.00
21	Water Service Removal and Replacement	EA	5	3,125.00	15,625.00
22	Sanitary Sewer Service Removal and Replacement	EA	5	3,125.00	15,625.00
23a	Tidelflex Valve - 18"	EA	1	16,437.50	16,437.50
23b	Tidelflex Valve - 24"	EA	1	22,662.50	22,662.50
23c	6' x 6' Precast vault	EA	1	21,750.00	21,750.00
24	Submersible Storm Pump	EA	4	10,625.00	42,500.00
25	Florida Trench Safety Act Compliance	LF	2,265	2.00	4,530.00
26	Dewatering	LS	1	45,000.00	45,000.00

**Add Alternate No. 1 - Accelerated Schedule:**  
 The Contractor shall complete the project within 210 calendar days versus the 290 calendar days the based bid is based on. The Contractor shall accomplish by utilizing addition crews, equipment, manpower, etc. For every day beyond the 210 day period that is not met, the add alternate figure shall be reduced at a level equal to the add alternate sum divided by 40 up to 250 days. If the contractor cannot meet the 250 day period, than no add alternate funds would be awarded. The following represents the cost above and beyond the base bid value to accomplish the project at the accelerated schedule:

**Add Alternate No. 1** \$ 175,000.00

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

Contractor signature: Frank P. Toppino

Sworn and subscribed before me this 11 day of JULY, 2014.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

SUBCONTRACTORS

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

Portion of Work WATERMAIN, STORM PIPE, STRUCTURES INSTALL

Name BEE BROTHERS DEVELOPING, INC.

8362 PINES BLVD SUITE 258  
 PEMBROKED PINES FL 33024  
 Street City State Zip

Portion of Work ASPHALT

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

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

Street P. O. BOX 787 KEY WEST FL 33041  
City State Zip  
CHARLEY TOPPINO & SONS, INC. doing business at

The name of the Bidder submitting this BID is

BIDDER

Street 440 LINCOLN ST WORCESTER MA 01653  
City State Zip  
HANOVER INSURANCE COMPANY  
Whose address is:

SURETY

Street 5730 2ND AVE KEY WEST FL 33040  
City State Zip  
Name FL KEYS ELECTRIC

Portion of Work ELECTRICAL, PUMPS

Street 111 US HWY # 1 KEY WEST FL 33040  
City State Zip

Name BELLA OF THE KEYS, INC.

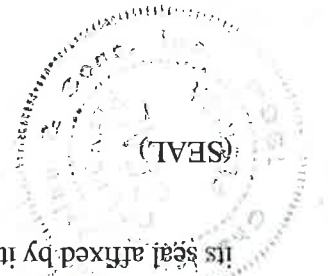
Portion of Work CONCRETE

Street 241 N.W. South River Drive MIAMI FL 33128  
City State Zip

Name C&H ASPHALT, INC



Attest [Signature] Secretary  
 Title PRESIDENT  
 By [Signature]  
 Name of Corporation  
 CHARLEY TOPPINO & SONS, INC.



IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 11 day of JULY 20 14.

**If Corporation**

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

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

**If Sole Proprietor or Partnership**

\_\_\_\_\_  
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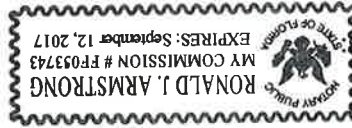
EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years.

(List similar projects, with types, names of clients, construction costs, and references with phone numbers. Use additional sheets if necessary.)

SEE ATTACHED

\*\*\*\*\*



My Commission Expires

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

Sworn and subscribed before me this 11 day of JULY, 20 14.

By:

*Mont R. Dornier*

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.

STATE OF FLORIDA )  
 : SS )  
 COUNTY OF MONROE )

ANTI-KICKBACK AFFIDAVIT

**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 EAST FRONT STREET FLOOD  
MITIGATION, CITY OF KEY WEST, FLORIDA

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC.

(name of entity submitting sworn statement)

whose business address is P.O. BOX 787 KEY WEST, FL 33041

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

Employer Identification Number (FEIN) is 59 2425906

(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 of guilt, in any federal or state court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo-contendere.

\_\_\_\_\_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.)

\_\_\_\_\_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.)

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.)

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).

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.

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.

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

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

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. Topino

(signature)

7-11-14

(date)

STATE OF FL

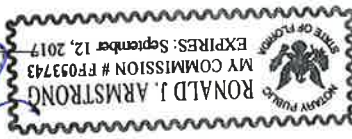
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 11 day of JULY, 20 14.

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 proceedings, 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

Address

*Frank P. Toppino*

Signature

FRANK P. TOPPINO

Print Name

PRESIDENT

Title

JULY 11, 2014

DATE:

(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.)

**BIDDERS' CHECKLIST**

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



**CONE OF SILENCE AFFIDAVIT**

STATE OF \_\_\_\_\_ FL \_\_\_\_\_ )  
: SS )  
COUNTY OF \_\_\_\_\_ MONROE )

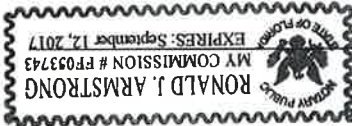
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of CHARLEY TOPPINO & SONS, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive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

Frank R. Depose

Sworn and subscribed before me this

11 day of JULY, 2014

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 interest ("RFI"), 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 best 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.

1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

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

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

3) Oral communications at duly noticed pre-bid conferences;

4) Oral presentations before publically noticed evaluation and/or selection committees;

5) Contract discussions during any duly noticed public meeting;

6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

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

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

Form DEP 55-221 (01/01)

<p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p>	<p><b>Federal Use Only:</b></p>	
<p>Signature: <u>Frank P. Topino</u></p> <p>Print Name: FRANK P. TOPINO</p> <p>Title: PRESIDENT</p> <p>Telephone No.: 305 296-5606</p> <p>Date: _____</p>	<p>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.</p>	
<p>(last name, first name, MI): _____</p> <p>SF-LLLA, if necessary)</p>	<p>(attach Continuation Sheet(s))</p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LTL, 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

Form DEP 55-221 (01/01)

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.

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.



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

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: MONROE  
BID LETTING OF: JULY 15, 2014

I, FRANK P. TOPPINO, hereby  
declare that I am PRESIDENT of CHARLEY TOPPINO & SONS, INC.  
KEY WEST, FL  
\_\_\_\_\_  
\_\_\_\_\_  
(CITY AND STATE)  
\_\_\_\_\_

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.  
I further declare that:  
1. The 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 for violation of state or federal (States), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal 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 or by paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

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

Executed on this \_\_\_\_\_ day of JULY \_\_\_\_\_, 2014

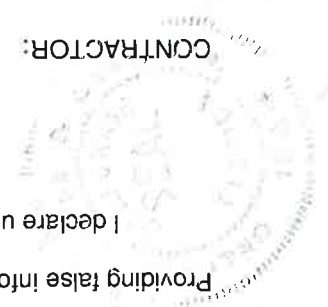
WITNESS: *Ronald J. Armstrong*

WITNESS: RONALD J. ARMSTRONG

BY: *Frank P. Toppino* SIGNATURE

BY: FRANK P. TOPPINO, PRESIDENT  
NAME AND TITLE PRINTED

(Seal)



(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.

**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 F 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 included in their lump sum bid amount.

**Summary of Costs:**

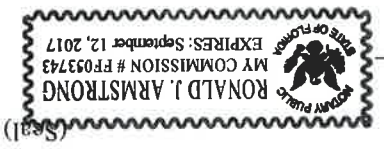
Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. TRENCH BOX	LS	1	\$1,000.00	\$1,000.00
B.				

Signature: Frank P. Toppino  
 Date: 7-11-14

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 signature in the space,

provided above on the 11 day of JULY, 20 14  
 Notary Public  
Ronald J. Armstrong



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

Bidder shall certify that if awarded a Contract pursuant to this IFB, said Bidder shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses. Approved certification shall be in the form of the Equal Benefits for Domestic Partners Affidavit attached hereto, and shall be signed by an authorized officer of the contractor. If notified of intended award, the Bidder shall and deliver a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

Failure to comply with this section may result in bid rejection, or the termination of any contract and all monies due or to become due under the contract may be retained by the City.

STATE OF \_\_\_\_\_ FL \_\_\_\_\_ )  
: SS )  
COUNTY OF MONROE )

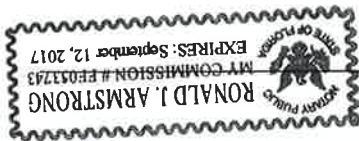
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of CHARLEY TOPPINO & SONS, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-799 Equal Benefits for Domestic Partners.

*Frank O. Jorgensen*

Sworn and subscribed before me this

11 day of JULY, 20 14.

NOTARY PUBLIC, State of FL at Large



My Commission Expires:

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

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

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that the contractor is in compliance with the provisions of this section, and upon request shall provide and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(C) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(D) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this Section, entitled "Debarment of contractors from city work."

(E) Exceptions and waivers. The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either: The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits taken to provide such benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

- a. The covered contract is necessary to respond to an emergency.
- b. Where only one bid response is received.
- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

(F) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(G) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

**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 .

JULY 11, 2014

*Frank P. Toppino*

By \_\_\_\_\_  
Authorized Signature/Contractor

FRANK P. TOPPINO

Typed Name/Title  
CHARLEY TOPPINO & SONS, INC.

Contractor's Firm Name  
P.O. BOX 787

Street Address

Building, Suite Number  
KEY WEST, FL 33041

City/State/Zip Code  
305 296-5606

Area Code/Telephone Number



**STATEMENT OF NO BID**

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

TO: East Front Street Flood Mitigation  
Office of the City Clerk  
3126 Flagler Avenue  
Key West, FL. 33040

We, the undersigned, have declined to submit a BID on the above-noted Invitation to Bid for the following reasons:

\_\_\_\_ Insufficient time to respond to the Invitation to BID

\_\_\_\_ Do not offer this Product

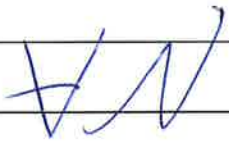
\_\_\_\_ Our schedule will not permit us to perform

\_\_\_\_ Unable to meet specifications

\_\_\_\_ Specifications unclear (Please explain below)

\_\_\_\_ Remove us from the City of Key West's, "Bidder's Mailing List"

\_\_\_\_ Other (Please specify below)

REMARKS: 

We understand that if a "no bid" statement is not returned, our name may be removed from the bidder's list of the City of Key West.

COMPANY NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

**CHARLEY TOPPINO & SONS, INC.**  
**P.O. BOX 787**  
**KEY WEST, FL 33041**  
**305 296-5606**

**PAST PROJECTS**

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 7 years ago.

**1.) CITY OF KEY WEST**

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

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

**PROJECTS:**

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

**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:**

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

**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,

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

3.) SAUER INC.

11223 PHILLIPS PARKWAY DR EAST  
JACKSONVILLE, FL 32256-15274  
904 262-6444

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

PROJECTS:

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

4.) FLORIDA KEY AQUADUCT AUTHORITY

1100 KENNEDY DRIVE  
KEY WEST, FL 33040  
305 296-2454

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

PROJECTS:

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

5.) GULF BUILDERS

P.O. BOX 668307  
POMPANO BEACH, FL 33066  
954 583-5115

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

PROJECTS:

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

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 \$633,000 BOND YES  
POINCIANA ELEMENTARY SCHOOL: \$2,240,000 BOND YES

8. COASTAL CONSTRUCTION

5959 BLUE LAGOON DR  
STE 200  
MIAMI, FL 33126  
305 559-4900

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

**PROJECTS:**

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

**9.) HISTORIC TOURS OF AMERICA**

**201 FRONT STREET  
Key West, Florida 33040  
305 296-3609**

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

**PROJECTS:**

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

**10.) DEMOYA GROUP**

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

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

**PROJECTS:**

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

**11.) DL PORTER**

**6574 PALMER CIRCLE  
SARASOTA, FL 34238  
941 929-9400**

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

**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:**

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

**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.

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

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

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

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

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

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

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

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

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

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

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

**SCOPE OF WORK:** DEMOLITION AND REBUILD OF HOTEL, RESTAURANT, MARINA AND BOAT SLIPS IN MARATHON, FL. HOLIDAY INN EXPRESS.  
HOLIDAY INN EXPRESS: \$8,890,227 BOND YES



**19. DORADO/CONQUISTADOR**  
**541 N. PALMATTO AVE.**  
**SUITE 104**  
**SANFORD, FL 32771**  
**407 688-0600**

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

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

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

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

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

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

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

FLAGLER'S VILLAGE \$956,445.00 BOND YES

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

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

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

<b>23. WHARTON SMITH</b>	3547 SW CORPORATE PARKWAY PALM CITY, FL 34990-8152 (772) 283-2944	SCOPE OF WORK: STORM DRAINAGE, INJECTION WELLS.	\$ 80,134.50	BOND YES
<b>24. AJAX BUILDING CORPORATION</b>	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	\$466,000.00	BOND YES
<b>25. CIVIC CONSTRUCTION</b>	7144 SW 47TH STREET MIAMI, FL 33155 (305) 661-4859	SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, FIRE LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT	\$62,000.00	BOND NO
		FAIRFIELD INN, SITE A DEMO	\$50,000.00	BOND NO
<b>26. JL WOODE, LLC</b>	49 IMMIGRATION STREET SUITE 103 CHARLESTON, SC 29403 (303) 915-2872	SCOPE OF WORK: SITE WORK, DEMOLITION.	\$236,502.00	BOND NO
		QUALITY INN, SITE C DEMO		

**27. SCHOOL BOARD, MONROE COUNTY**

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

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

HOB PARKING LOT, SOCCER FIELD \$343,882.00 BOND YES

**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, 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

**2013 / 2014  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2014**

Business Name: CHARLEY TOPPINO & SONS INC  
RECEIPT# 30140-89799

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

Business Location: US HWY 1  
KEY WEST, FL 33040  
Business Phone: 305-296-5606  
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)  
Employees 70

COMP CARD: ENG I 131A STATE LICENSE: CGC1518488

Tax Amount	250.00	Transfer Fee	0.00	Sub-Total	250.00	Penalty	0.00	Prior Years	0.00	Collection Cost	0.00	Total Paid	250.00
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Paid 115-12-00005362 08/19/2013 250.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

THIS IS ONLY A TAX,  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**2013 / 2014  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2014**

RECEIPT# 30140-9142

Business Name: TOPPINO FRANK P

Owner Name: FRANK P TOPPINO

Mailing Address:

PO BOX 787

KEY WEST, FL 33040

Business Phone:

305-296-5606  
CONTRACTOR

Business Type:

CONTRACTOR (GENERAL/ENGINEERING)

Business Location:

US HWY 1  
KEY WEST, FL 33040

Employees

30

STATE LICENSE: RG0045369/GC

Tax Amount	125.00	Transfer Fee	0.00	Sub-Total	125.00	Penalty	0.00	Prior Years	0.00	Collection Cost	0.00	Total Paid	125.00
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Paid 115-12-00005363 08/19/2013 125.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

THIS IS ONLY A TAX.  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**2013 / 2014  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2014**

Business Name: CHARLEY TOPPINO & SONS INC  
RECEIPT# 46110-89800

Owner Name: EDWARD TOPPINO SR  
Mailing Address: P O BOX 787  
KEY WEST, FL 33041  
Business Location: 8.5 ROCKLAND KEY  
KEY WEST, FL 33040  
Business Phone:  
Business Type: PROFESSIONAL (ENG CLASS I CC 749 A)

STATE LICENSE: CC749A

Tax Amount	30.00	Transfer Fee	0.00	Sub-Total	30.00	Penalty	0.00	Prior Years	0.00	Collection Cost	0.00	Total Paid	30.00
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Paid 115-12-00005358 08/19/2013 30.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

Business Name T AND B DRILLING LLC CTINbr:00184407

Location Addr M M 9 ROCKLAND KEY

Lic NBR/Class 14-00022594 CONTRACTOR - SPEC WELL DRILLING

Issue Date: September 18, 2013 Expiration Date: September 30, 2014

Licenses Fee \$98.70

Add. Charges \$0.00

Penalty \$0.00

Total \$98.70

Operator: CWALKER Type: OC Drawer: 1  
Date: 9/18/13 56 Receipt no: 100057  
Comments: LEONARD, GEORGE, QUALIFIER  
OK 2014 22594  
LIC OCCUPATIONAL GENERAL

KARL SICKLE, SECONDARY QUALIFI

1.00

\$98.70

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\$98.70

\$98.70

\$98.70

T AND B DRILLING LLC  
P.O. BOX 787  
KEY WEST FL 33041

Trans date: 9/18/13 Time: 13:48:54

T AND B DRILLING INC  
53658  
\$98.70  
\$98.70  
\$98.70

This document must be prominently displayed.  
Total \$98.70  
\$98.70  
\$98.70

# 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 (EDWAR) CTINbr:0005358

Location Addr

MM 8 1/2 ROCKLAND KEY

Lic NBR/Class

14-00017557 CONTRACTOR - REG ENGINEERING I

Issue Date:

September 18, 2013 Expiration Date: September 30, 2014

Licnse Fee

\$309.75

Add. Charges

\$0.00

Penalty

\$0.00

Total

\$309.75

Comments:

Oper: CWALKER  
 Date: 9/18/13 56  
 Type: OC  
 Receipt no: 108853  
 OR  
 LIC OCCUPATIONAL RENEWAL  
 1.00  
 1757  
 2014  
 59647  
 CHARLEY TOPPINO & SONS, INC.  
 \$309.75  
 \$309.75  
 \$309.75

This document must be prominently displayed.

CHARLEY TOPPINO & SONS (EDWAR)

EDWARD TOPPINO

P.O. BOX 787

KEY WEST FL 33041

Trans date: 9/18/13  
 Time: 13:45:39



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt

Holder must meet all city zoning and use provisions.  
 P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPINO & S (FRANK RG) CTINbr:0005344

Location Addr

2011 FLAGLER AVE

Lic NBR/Class

14-00023997 CONTRACTOR - REG GENERAL

Issue Date:

September 18, 2013 Expiration Date: September 30, 2014

License Fee

\$309.75

Add. Charges

\$0.00

Penalty

\$0.00

Total

\$309.75

Comments:

Oper: CMLKER  
 Date: 9/18/13 06  
 Receipt no: 10054  
 Type: OC Drawer: 1  
 23997  
 2014  
 LIC OCCUPATIONAL GENERAL  
 1.00

\$309.75  
 \$309.75  
 \$309.75

This document must be prominently displayed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)

Trans date: 9/18/13 Time: 13:46:41

POB 787

KEY WEST FL 33041

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

Business Name CHARLEY TOPPINO & S (FRANK ENG CTINbr: 0010428

Location Addr 2011 FLAGLER AVE

Lic NBR/class 14-00023996 CONTRACTOR - REG ENGINEERING I

Issue Date: September 18, 2013 Expiration Date: September 30, 2014

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

Comments: Oper: CMAKER Date: 9/18/13 56 Receipt no: 100056 Type: OC Drawer: 1

OK 2014 23996  
 LIC OCCUPATIONAL RENEWAL

OK 2014 23996  
 LIC OCCUPATIONAL RENEWAL

This document must be prominently displayed.

CHARLEY TOPPINO & S (FRANK ENG CHARLEY TOPPINO & SONS, INC. \$309.75

Trans date: 9/18/13 Time: 13:47:40

FRANK TOPPINO  
 P.O. BOX 787  
 KEY WEST FL 33041

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

LICENSE NUMBER  
RG0045369

The GENERAL CONTRACTOR  
Named below HAS REGISTERED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2015

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

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



KEN LAWSON  
SECRETARY

ISSUED: 06/30/2013 SEQ # L1306300000340  
DISPLAY AS REQUIRED BY LAW

RICK SCOTT  
GOVERNOR

STATE OF FLORIDA  
WATER WELL CONTRACTOR LICENSE  
Issued to  
RUSSELL SICKLE

---

License No. 11294 Expires 7/31/2015

*[Signature]*

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DISTRICT CERTIFICATION OFFICER

## APPENDUM NO. 1

### For, EAST FRONT STREET FLOOD MITIGATION

ITB #14-016

To All Bidders:

The following change is hereby made part of East Front Street Flood Mitigation, as fully as completely as if the same were set forth therein:

- Bid opening has been changed from July 9<sup>th</sup> to July 15<sup>th</sup>.
- Delete the BID FORM and replace it with the Revised Bid Form Attached.
- Delete Sheet C-4 and replace with Sheet C-4
- General Notes:

1. The Pre-Bid Meeting was held on June 18, 2014. The meeting Summary, Agenda, and minutes is Attached.

2. The Well Driller will complete and submit for the permit for the Class V wells; the city will pay the cost of the permits and the advertisement required by FDEP.

3. Water tight ADA connections shall be provided for all pipe connections and pipe to storm-water structure connections as per the specifications.

4. The contractor shall plan for supplying and paying for a boom truck or crane to set the baffle boxes into the hole.

5. All stormwater inlets are to be fitted with pollution retardant filters.

### Contractor Questions

1.) On Sheet C-21, looking at the Trench Detail on Note 3, it states that "...if muck is encountered in trench bed over excavate and backfill with a minimum of 2 feet of No.4 Rock..." If muck is encountered, since it is clearly stated on the plans, will this unknown amount of No.4 rock/Labor be drawn from the construction allowance? Or will we need to figure this into our base bid?

**Response: It will be drawn out of the contingency allowance identified in the bid form.**

2.) If a percentage of the Old Baltimore brick (Exchange/Wall St.) are damaged during removal and cannot be placed back effectively, do we have a supplemental quantity of old Baltimore brick to draw from for replacement?

**Response: The City does have a supplemental quantity available. The contractor will be responsible for transporting the brick.**

3.) When is the estimated construction start date for this project? As this will be necessary to schedule for applicable blackout dates.

**Response: August 2014**

4.) There are (3) existing structures in the Mallory Square parking area that appear to run along the same line as the new 24" Storm to be installed (from triple chamber battle box to seawall); Are these structures connected to existing drainage pipe (to be removed)? If so, is this included within the pay items?

**Response: They are not to be removed or connected to the new storm pipe.**

5.) Will the City provide a laydown area for excavated material/trench rock?

**Response: No**

6.) Looking at the project, there are numerous areas where there are trees (Eaton/Simonton) that are in conflict with proposed curb inlets/gutters. There is an item for tree removal on the pay item sheet, but the specific trees to be removed are not outlined on the plans. Please confirm the location of trees that need to be removed.

**Response: The exact trees to be removed will be determined in the field and coordinated with City staff.**

7.) Looking at the plans (Exchange St), it shows what appears to be new sidewalk/curb/gutter on each side of the street with curb inlets. In this particular location there are existing slate curbing, is this slate curbing to be removed and replaced? Or are we to remove the existing slate curbing and pour new cast in place concrete curbing?

**Response: The contractor shall remove the granite curbing and shall be reset prior to the sidewalk pour.**

8.) The drawing page (Exchange/Wall St), does not show a power feed for the submersible pumps. There appears to be no pump control panel or float switch shown on the plan/detail. Is this part of the scope? Please resolve.

**Response: Yes, it is in the scope of this project.**

9.) The drawing (Front & Whitehead St.) shows conduit feeding the submersible pumps but no control panel/float switch. Is this in the scope? Please resolve.

**Response: Yes, it is in the scope of this project.**

10.) Do we know if there are historic Baltimore brick below the asphalt paving on Front Street?

**Response: We believe portions of Front Street may have brick below the asphalt, but we are not sure of the exact location or limits.**

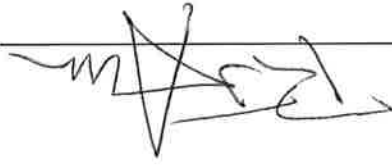
11.) For the paver re-installation, there is no information or specification on the specific type/size/supplier. Please provide additional information.

**Response: Contractor shall make efforts to match the color and dimensions of the existing pavers as much as possible. The pavers are identified as "Autumn Rose" Woodmold Modular size brick. Ruck Brothers Brick in Sarasota, FL supplied them during the construction of Mallory Square in 1996.**

12.) On the plans, it states, "existing storm to be abandoned in place, cut, cap & grout..." Does this translate to filling the entire existing storm pipe with concrete grout? If so, what is the diameter of the existing storm pipe? Also, what is the grout mix design specification? (4,000, 5,000 PSI, etc...) Any additives?

**Response: The diameter of the existing outfall pipe is 12". The grout shall be a "flowable fill" consisting of a mixture of Type I Portland Cement, Type "F" Flyash (ASTM 618), sand and water. Unconfined compressive strength: minimum 150 psi and maximum 250 psi. The design mix shall be approved by the engineer.**

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 acknowledgment or without this Addendum may be considered non-responsive.

Signature  


Name of Business  
CHARLEY TOPPINO & SONS, INC.

APPENDUM NO. 2

For, EAST FRONT STREET FLOOD MITIGATION

ITB #14-016

To All Bidders:

The following change is hereby made part of East Front Street Flood Mitigation, as fully as completely as if the same were set forth therein:

- Bid opening has been changed from July 15<sup>th</sup> to 2:30 pm on July 17<sup>th</sup>.
- Delete Sheet C-11 and replace with Sheet C-11
- Delete Sheet C-12 and replace with Sheet C-12

Contractor Questions

1.) On the first set of plan pages (pages 11 and 12 in numeric order) have some type of error with small boxes in place of plan notes. There are no notes on these pages (Duval and Angela), the plans uploaded from Demandstar and the City website both have this same issue. Please revise these sheets to show the notes/details.

**Response: Sheets 11 and 12 are attached.**

2.) Please show a detail for the 18" Tidflex Check Valve and 24" Tidflex Check Valve.

**Response: See attached brochure.**

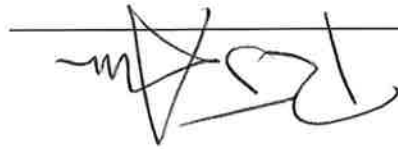
3.) There are certain areas on the plans that are scheduled for new sidewalk with granite curbing sections that are broken or damaged. For areas that have damaged granite curbing that cannot be re-installed effectively, will we have a supplementary supply of granite curbing to draw from?

**Response: Yes, the City does have a supplementary supply of granite curbing available for the contractor.**



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

A handwritten signature in black ink, appearing to be 'R. J. M.', written over a horizontal line.

Name of Business

CHARLEY TOPPINO & SONS, INC.