

RESOLUTION NO. 23-345

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID OF CHARLEY TOPPINO & SONS, INC. RECEIVED IN RESPONSE TO INVITATION TO BID ITB #24-001 PUMP STATION "G" REHABILITATION PROJECT# SE35032203 IN AN AMOUNT NOT TO EXCEED \$2,639,000.00; AUTHORIZING ANY NECESSARY BUDGET ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE BID PROPOSAL, UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City's wastewater Pump Station "G" is located at 18th & Flagler; and

WHEREAS, a Condition Assessment performed by CH2M Hill in 2015 recommended the rehabilitation of Pump Station "G", and in September 2022, the City procured Jacobs Engineering to design the improvements and advertise the project for competitive bidding; and

WHEREAS, pursuant to Section 2-798(b)(1) of the Code of Ordinances, when a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by a responsive, responsible local business is within five percent of the price submitted by the non-local business, the local business with the apparent lowest bid

offer may have the opportunity to submit an offer to match the price offered by the lowest nonlocal bidder within three days of a notice of intent to award; and

WHEREAS, two (2) bids were received on November 15, 2023, in response to ITB 24-001, with Charley Toppino & Sons, Inc. the lowest local bidder, submitting a bid that matches the lowest bid from the lowest nonlocal bidder, within three working days of a notice of intent to award, in conformance with Section 2-798 of the Code of Ordinances; and

WHEREAS, City staff finds the bid from Charley Toppino and Sons, Inc. to be responsive and responsible; and

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

Section 1: That the bid of Charley Toppino & Sons, Inc. in response to ITB 24-001 is hereby awarded for the Pump Station "G" Rehabilitation project, in an amount not to exceed \$2,639,000.

Section 2: That this project is funded in budget account 401-3503-535-6500 Sewer/Renewal and Replacement Project No. SE35032203. Budget transfers to Account 401-3503-535-6500, Project# SE35032203 are hereby approved as follows to fully fund the project: \$460,000.00 from 401-0000-104-0200 (Impact Fees), \$130,000.00 from 401-3504-535-6500, Project# SE35042003 (Catwalk Repairs), \$150,000.00 from 401-3504-535-6500, Project# SE35042201 (Administration Building Upgrades) and \$99,000.00 from 401-3504-535-6500 (Reserves). Any additional transfers or adjustments are hereby approved.

Section 3: That the City Manager is hereby authorized to execute a contract in substantial conformance with the bid documents upon consent of the City Attorney.


Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 14th day of December, 2023.

Authenticated by the Presiding Officer and Clerk of the Commission on 14th day of December, 2023.

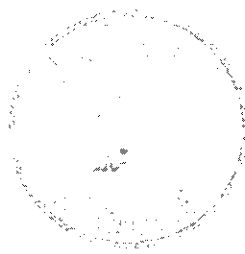
Filed with the Clerk on December 14, 2023.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:



KERI O'BRIEN, CITY CLERK



MEMORANDUM

Date: December 14, 2023

To: Honorable Mayor and Commissioners

Via: Albert P. Childress 
City Manager

From: Kelly M. Crowe, P.E.
Utilities Director

Subject: **Awarding a construction contract in the amount of \$2,639,000 to Charley Toppino & Sons Inc., for ITB 24-001 Pump Station G Rehabilitation in the amount of \$2,639,000.**

Introduction

Approval of this resolution will award the contract for ITB 24-001 *Pump Station G Rehabilitation* to Charley Toppino & Sons Inc. in the amount of \$2,639,000.00 and authorize the City Manager to execute a contract in substantial conformance with the bid documents upon consent of the City Attorney and execute any necessary budget transfers.

Background

In 2015 CH2M Hill Engineers performed a lift station condition assessment for the City's 26 wastewater pump stations. The Utilities Department uses this document to plan and implement pump station improvements as budget allows. To date, pump stations A, B, C, D, E, F, and H have all been rehabilitated. The purpose of the lift station upgrades is to add, replace and repair deteriorating equipment so that the pump station continues to operate in a sound condition.

Pump Station G will receive the following upgrades:

- Replace valves, pumps, piping, supports and guide rails in the wet well,
- Construct new bypass piping,
- Replace control, I&C, and electrical panels on a new equipment platform,
- Rehabilitate the wet well liner and electrical conduits in the wet well,
- Replace the site lighting,
- Repair concrete in wet well and influent manhole.

Procurement

Jacobs Engineering (Jacobs) was procured for the design of Pump Station G through Resolution 22-192. Design was completed in late September 2023 and the project was advertised for competitive bidding as ITB 24-001 on October 6, 2023

The City received two responsible and responsive bids on November 15, 2023 as follows:

- \$2,639,000.00 from Reynolds Construction LLC
- \$2,737,144.00 from Charley Toppino & Sons Inc

The City subsequently received communication from Charley Toppino & Sons (CT&S) requesting that the City invoke Ordinance 09-22, Section 2-798 *Local business enterprise preference*. Under this ordinance, when the low bidder is not a local business, and the next low bid is a local business, and the difference between bids is less than 5%, then the local business may offer to match the low bid, and the award shall be made to such local bidder.

Pump Station G is budgeted in account 401-3503-535-6500 (Sewer/Renewal and Replacement), Project # SE35032203 in the amount of \$1,800,000. The following transfers are available and will be required to fund the project:

Account	Amount	Project #	Project Name
401-3503-535-6500 (Funded)	\$1,800,000.00	SE35032203	Pump Station G
401-0000-104-0200 (Transfer)	\$460,000.00	Impact Fees	N/A
401-3504-535-6500 (Transfer)	\$130,000.00	SE35042003	Catwalk Repairs
401-3504-535-6500 (Transfer)	\$150,000.00	SE35042201	Admin Bldg. Upgrades
401-3501-535-9900 (Transfer)	\$99,000.00	Reserves	N/A
Totals	\$2,639,000.00		

Recommendation

The City Manager's Office recommends the Mayor and City Commission award ITB 24-001 *Pump Station G Rehabilitation* construction project to Charley Toppino & Sons Inc in the total amount of \$2,639,000.00 and authorize the City Manager to execute a contract in substantial conformance with the bid documents upon consent of the City Attorney and execute any necessary budget transfers.

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB # 24-001 PUMP STATION G REHABILITATION, 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 **Wednesday November 8, 2023** 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 #24-001 PUMP STATION G REHABILITATION addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all site work, materials, equipment, and labor necessary to accomplish the following rehabilitation of pump station "G":

Replacement of gate valves, pumps piping supports, hatches sluice gates, and pump rails, pump floor plates, liner repair in the wet well; rehabilitate the electrical conduits; replace the control panel, main disconnect, power feed and temporary generator connection; replace the remote terminal unit with a telemetry control unit replace the site fencing and all other items listed in the specifications.

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

A Mandatory Pre-Bid meeting will be held on Wednesday October 25, 2023 at 10:00 am at Key West City Hall, 1300 White Street, Key West in the City Manager's Conference Room on the second floor.

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, Code of Silence, to Steve Gardner, Senior Project Manager, at sgardner@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 himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself 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 himself 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 himself 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.

A Bid Proposal Form is provided on page 11. The form includes all lump sum items considered for 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.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLUE 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 the specified 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 and name of Owner's contact person and phone number.
6. Designer and name of Designer'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
- Non-Collusion Affidavit
- Public Entity Crimes Form
- Indemnification Form
- City of Key West Business License Tax Receipt
- Local Vendors Form
- Domestic Partnership Affidavit
- Vendor Certification Regarding Scrutinized Companies Lists
- Cone of Silence 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, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond on 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 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 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 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 him 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 **300** calendar days.

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: CITY OF KEY WEST PUMP STATION G REHABILITATION
ITB #24-001

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

Company Name: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC
Contact Name & Telephone #: Kevin Shemwell (770)969-4040
Email Address: kevin.shemwell@reynoldscon.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 himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his 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 Owner, 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 complete the project, in all respects within 300 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,699.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,
3, _____, _____, _____, _____, _____, _____, _____, _____,
(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.

LUMP SUM 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 lump sum amounts. The Bidder agrees that the lump sum 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.

CITY OF KEY WEST PUMP STATION G REHABILITATION:

BID PROPOSAL FORM

Item #	Item Description	Quantity	Unit	Unit Cost	Total
1	Performance and Payment Bonds				
A	Performance and Payment Bonds	1.00	Per \$1,000	\$45,000	\$45,000
2	Mob / Demob				
A	Mobilization/Demobilization (In no case shall the Amount bid for this item exceed 5 percent of the Total Base Bid Amount. This item shall include MOT, General & Supplementary Conditions, Certified AutoCAD As Builts)	1.00	LS	\$122,000	\$122,000
3	Pump Station "G" - General Site				
A	General Site Demolition	1.00	LS	\$65,000	\$65,000
B	Erosion Control	1.00	LS	\$30,000	\$30,000
C	Manhole Liner	1.00	LS	\$40,000	\$40,000
D	Temporary Bypass Pumping	1.00	LS	\$125,000	\$125,000
E	Concrete Sitework and Bollards	1.00	LS	\$45,000	\$45,000
F	Gravel restoration	1.00	LS	\$15,000	\$15,000
G	Asphalt restoration	1.00	LS	\$25,000	\$25,000
H	Grass restoration	1.00	LS	\$10,000	\$10,000
I	Furnish and Install Fencing, Chain Link & Privacy Slats	1.00	LS	\$30,000	\$30,000
J	Furnish and Install Yard Piping and Utilities (incl. concrete encasement)	1.00	LS	\$130,000	\$130,000
K	Aluminum Stairs/Handrails/Equipment Platform	1.00	LS	\$75,000	\$75,000
L	Furnish and Install all Site Electrical	1.00	LS	\$200,000	\$200,000
M	Furnish and Install Site Instrumentation & Controls	1.00	LS	\$195,000	\$195,000
N	Access Hatches	1.00	LS	\$30,000	\$30,000
O	Furnish and Install new Odor Control Unit and Accessories	1.00	LS	\$80,000	\$80,000
P	Dewatering	1.00	LS	\$10,000	\$10,000
4	Pump Station "G" - Wetwells and Valve/Flowmeter Vaults Rehabilitation				
A	Selective Demolition	1.00	LS	\$80,000	\$80,000
B	Furnish & Install all Piping, Valves, Gates and Accessories	1.00	LS	\$319,000	\$319,000
C	Furnish & Install Pump Equipment and accessories	1.00	LS	\$425,000	\$425,000
D	Misc. Metals, Access Doors/Hatches	1.00	LS	\$70,000	\$70,000
E	Wetwells Concrete Liner	1.00	LS	\$175,000	\$175,000
F	Wetwells and Valve Vaults Electrical	1.00	LS	\$50,000	\$50,000
G	Wetwells and Valve/Flowmeter Vaults Instrumentation & Controls	1.00	LS	\$120,000	\$120,000
5	Miscellaneous				
A	Curb Repair	20.00	LF	\$250	\$5,000
B	Sidewalk/Driveway Repairs	20.00	SY	\$900	\$18,000
C	Manhole and Wetwells Concrete Repairs - Vertical, Overhead, and Horizontal Concrete Repair 1-inch deep	75.00	SF	\$500	\$37,500
D	Manhole and Wetwells Concrete Repairs - Vertical, Overhead, and Horizontal Concrete Repair 2-inch deep	75.00	SF	\$500	\$37,500
6	Unforeseen Conditions				
A	Owner Allowance	1.00	LS	\$ 30,000.00	\$ 30,000.00

TOTAL BASE BID: \$ 2,639,000

LUMP SUM TOTAL: PUMP STATION G REHABILITATION:

\$ 2,639,000

In Words:

Two Million Six Hundred Thirty-Nine Thousand Dollars & Zero Cents

SUBCONTRACTORS

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

Engineered Coating Solutions LLC

Name

888 Boulevard of the Arts #1906 Sarasota FL 34236
Street City State Zip

C.C. Control Corp.

Name

5760 Corporate Way, Suit 100 West Palm Beach FL 33407
Street City State Zip

Nearshore

Name

5680 1st Avenue #5 Stock Island FL 33040
Street City State Zip

Name

Street City State Zip

SURETY

Travelers Casualty & Surety Company of America whose address is

One Tower Square Hartford CT 06152
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC doing business at
300 East Broad Street, Fairburn, GGAA 330213
Street City State Zip

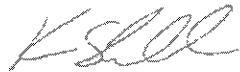
which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

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

Please see attached list of officers.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 15 day of November 2023.



Signature of Bidder

Kevin Shemwell, Exec. VP

Title

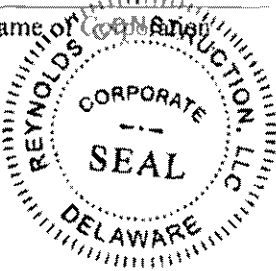
If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 15 day of November 2023.

(SEAL)

Reynolds Construction, LLC dba
Reynolds Construction of Florida, LLC

Name of Corporation



By Kevin Shemwell

Title Kevin Shemwell, Exec VPP

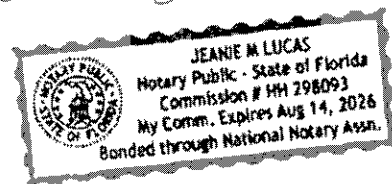
Attest Freddie Churbock
Freddie Churbock, Asst. Secretary

Sworn and subscribed before this 15 day of November, 2023

NOTARY PUBLIC, State of Florida, at Large

Jeanie Lucas

My Commission Expires: 8/14/2026



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 OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

Please see attached Project Profiles.

FLORIDA BID BOND

BOND NO. N/A
AMOUNT: \$ Five Percent (5%) of the Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that _____

Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

_____ a corporation duly organized under the laws of the State of Connecticut

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

_____ in the State of Connecticut

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 the Amount Bid

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 # 24-001/ CITY OF KEY WEST PUMP STATION G REHABILITATION** 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 Contract Documents, entitled:

ITB 24-001 / CITY OF KEY WEST PUMP STATION G REHABILITATION

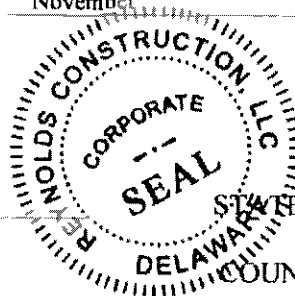
WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY 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 and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, 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 15th day of November, 2023.

Reynolds Construction, LLC
dba Reynolds Construction of Florida, LLC
PRINCIPAL

By [Signature]
Kevin Shemwell, Exec VP



STATE OF Florida)
COUNTY OF Duval) : SS

Travelers Casualty and Surety Company of America

SURETY

By [Signature]
William A. Kantlehner, III, Attorney-in-Fact





**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 **Andrea Cortes, Elizabeth Dawson, William A. Kantlehner III, William A. Kantlehner IV, Ryan P. Mitchell, Thomas J. Mitchell, S. Annette Mullet, Christopher E. von Alimen, Andrew O. Mucci, Kevin H. Bowling, Adam Terry, and Andrew G. Windhorst Jr.** of Louisville, Kentucky their true and lawful Attorney (s)-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, 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 **21st** day of **April**, 2021.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 **8th** day of **November**, 2023




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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ANTI - KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Duval)

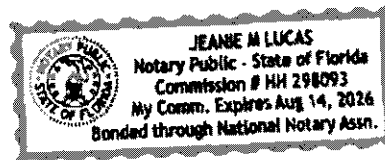
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Kevin Shemwell*
Kevin Shemwell, Executive Vice President

Sworn and subscribed before me this 15 day of November, 2023.

NOTARY PUBLIC, State of Florida at Large

Jeanie M Lucas
My Commission Expires: 8/14/2026



**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 ITB #24-001
City of Key West Pump Station G Rehabilitation

2. This sworn statement is submitted by Reynolds Construction, LLC dba
Reynolds Construction of FL, LLC
(Name of entity submitting sworn statement)

whose business address is 300 East Broad Street, Fairburn, GA 30213

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-5314996

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

3. My name is Kevin Shemwell
(Please print name of individual signing)

and my relationship to the entity named above is Executive Vice 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.)

KS

(Signature) Kevin Shemwell, Exec VP

11/15/23

(Date)

STATE OF Florida

COUNTY OF Duval

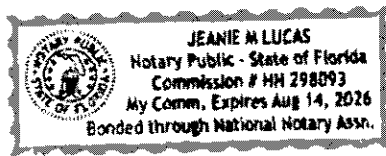
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 15 day of November, 2023.

My commission expires: 8/14/2026

Jeanie Lucas
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.

CONTRACTOR: Reynolds Construction, LLC dba
Reynolds Construction of FL, LLC _____

SEAL:

300 East Broad Street, Fairburn, GA 30213

Address



Signature

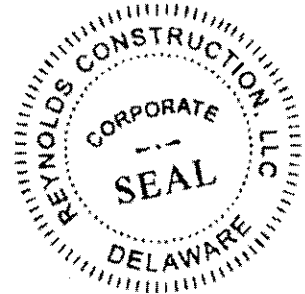
Kevin Shemwell

Print Name

Executive Vice President

Title

DATE: 11/15/23 _____



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. Principal 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 N/A Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

_____ Date: _____
Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Bid filled in, using blue 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 and notarized. [✓]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (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. [✓]

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2023,

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 him 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 24-001 CITY OF KEY WEST PUMP STATION G REHABILITATION, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ 2023, 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 300 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 \$1,699.00 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.

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

_____ Day of _____ A.D., 2023.

CITY OF KEY WEST

By _____ Attest _____

Title City Manager _____



CONTRACTOR

By _____ Attest _____

Title _____

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____,

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2023, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

CITY OF KEY WEST OIL AND GAS WASTE STATIONS

attached hereto, with the CITY, dated _____, 2023, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the permit form, coral

relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

Attest

SURETY

By _____ (Seal)

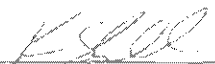
Attest

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC
Vendor FEIN: 81-5314996
Vendor's Authorized Representative Name and Title: Kevin Shemwell, Executive Vice President
Address: 300 East Broad Street
City: Fairburn State: Georgia Zip: 30213
Phone Number: (770)969-4040
Email Address: kevin.shemwell@reynoldscon.com

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: Kevin Shemwell Executive Vice President
PRINT NAME *PRINT TITLE*
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.
Authorized Signature: 

OFFICERS

CITY OF KEY WEST: PUMP STATION G REHABILITATION

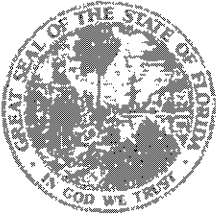
REYNOLDS CONSTRUCTION COMPANY OFFICERS							
First Name MI Last	Title	Joined company*	Years Exp.	Business Address	City	ST	Zip
Jeff J. Reynolds	Director	1982	40	6225 N Co Rd 75 E	Orleans	IN	47452
Les F. Archer, PE DBIA	President	2000	36	6225 N Co Rd 75 E	Orleans	IN	47452
Kevin F. Strott	Executive Vice President	2000	44	1775 East 69th Ave.	Denver	CO	80229
Kevin D. Shemwell	Executive Vice President	2008	22	300 East Broad St.	Fairburn	GA	30213
M. Paul Burton, DBIA	Executive Vice President	1984	38	6225 N Co Rd 75 E	Orleans	IN	47452
Elizabeth L. Smith	Executive Vice President	1993	29	6225 N Co Rd 75 E	Orleans	IN	47452
William R. Ryon	Vice President	1986	35	1825 Lebanon Pike	Nashville	TN	37210
John R. Chase	Vice President	2017	18	12421 San Jose Blvd., Suite 200B	Jacksonville	FL	32223
Adam K. Ralph, DBIA	Vice President	2002	18	6225 N Co Rd 75 E	Orleans	IN	47452
Randolph E. Tummers	Vice President	1991	30	6225 N Co Rd 75 E	Orleans	IN	47452
Jeffrey P. Berning	Vice President	1999	34	6225 N Co Rd 75 E	Orleans	IN	47452
Joshua R. Vondersaar	Vice President	2013	24	300 East Broad St.	Fairburn	GA	30213
Eduardo Medina	Vice President	2010	23	12535 Orange Drive, Suite 603	Davie	FL	33330
Scott Huber, PE	Vice President	2019	27	12220 N. Meridian, Suite 175	Carmel	IN	46032
Greg Slone	Vice President	2021	32	6225 N Co Rd 75 E	Orleans	IN	47452
David Ferguson	Vice President	2022	30	1775 East 69th Ave.	Denver	CO	80229

*The dates indicated are based on when the employee first joined Reynolds Construction, LLC and/or one of the former company's in the Reynolds history (Reynolds, Inc. or Layne Heavy Civil, Inc.).



Similar Projects in Florida and Southeast In the Last 5 Years

Project Name	City	State	Completion Date	Contract Amount	Owner	Owner Address	Engineer	Engineer Address	Wastewater Treatment Plant work (Yes/No)	Wastewater Treatment Plant work (Yes/No)	Notes
Sigbee Wastewater Lift Station Replacement	Dredger's Key	FL	8/23/2023	\$2,719,594	Florida Keys Aqueduct Authority	1100 Kennedy Drive Key West, FL 33040 David Hackworth, PE-Director 305-295-2151 dhackworth@fkaa.com	Carollo Engineers	2056 Vista Parkway, Suite 400 West Palm Beach, FL 33411 Chris Reinbold +61-868-6400 creinbold@carollo.com	X	X	Reynolds worked on a design to allow the existing wet well / pump station to stay in service while operating the new wet well to assure pumping capacity and operations. Underground influent and effluent pipes ranging in size of 4" to 12" were relocated, replaced and tied in during shutdown sequencing.
NAS Key West Boca Chica Field West Fire Pumping Station	Key West	FL	2/24/2023	\$1,159,876	Florida Keys Aqueduct Authority	1100 Kennedy Drive Key West, FL 33040 David Hackworth 305-295-2152 dhackworth@fkaa.com	CPH, Inc	1992 SW 1st Street Miami, FL 33135 Kyle M. Bechtelheimer, PE 305-274-4805 kbechtelheimer@cphcorp.com	X		The project primarily consisted of replacing three fire pumps and motors (2 diesel, 1 electrical), process piping, associated carbon steel piping for upgrades to the fuel systems, water piping and underground (UG) storage tank piping / valves at the West fire pumping stations.
Marathon Area 3, 4, & 5 WWTP Upgrades	Marathon	FL	1/21/2022	\$9,003,618	City of Marathon	5805 Overseas Hwy Marathon, FL 33050 Dan Saus - Utilities Director 305-289-5009 F 305-289-4123 sausd@ci.marathon.fl.us	Weller Engineering Corporation	201 W. Marion Ave, Suite 1306 Punta Gorda, FL 33950 Steve Suggs, P.E. 941-505-1700 ssuggs@wellerengineering.org	X	X	Area 3: Replacement of an existing disc filter with a new disc filter, modification to existing screenings equipment, installation of a new equalization basin and replacement of existing blowers with new ones. Area 4: Installation of a new disc filter and rehabilitation of existing sand filters. Area 5: Upgrade to the MBR system, installation of a new screening system with free standing elevated steel platform, along with multiple pump and piping upgrades. The pumps were dry pit installation.
Key Largo WWTP	Key Largo	FL	5/31/2019	\$1,115,956	Key Largo Wastewater District	103355 Overseas Highway Key Largo, FL 33037 Laura Weinstock 305-451-4019 F 305-453-5807	Weller Engineering Corporation	5805 Overseas Hwy Marathon, FL 33050 Ed Castle 305-289-4163 edcastle@me.com	X	X	Capital upgrades on three of the WWTP systems in Key Largo. These included the headworks, the process water pumping system and the walkway bridge between SBR #3 and the third floor balcony of the Operations Building.
Marathon WWTP Chemical System Upgrades	Marathon	FL	11/30/2023	\$2,814,132	City of Marathon	5805 Overseas Highway Marathon, FL 33050 Dan Saus 305-289-5009 sausd@ci.marathon.fl.us	Weller Engineering Corporation	5805 Overseas Hwy Marathon, FL 33050 Steve Suggs 305-289-4161 941-323-1787 ssuggs@wellerengineering.org	X	X	The City of Marathon's Utilities Department is performing capital upgrades on chemical feed systems for the 5 wastewater treatment facilities located in the City. These chemical feed systems include pumps and controls for feed of sodium hydroxide, alum, sodium hypochlorite. Underground chemical feed lines will be installed to the locations of various injection points throughout the WWTP.
Big Coppitt WWTP Tertiary Filtration Improvements	Key West	FL	6/11/2021	\$784,768	Florida Keys Aqueduct Authority	1100 Kennedy Drive, Suite 307 Key West, FL 33040 David Hackworth, PE (Principal Engineering) 305-296-2454 dhackworth@fkaa.com	CPH, Inc	1992 SW 1st Street Miami, FL 33135 Kyle Bechtelheimer, PE 305-274-4805 kbechtelheimer@cphcorp.com		X	Two (2) membrane disk filters were installed which involved a coordinated shutdown that included the installation of 10" PVC pipe, flowmeters and chemical injection relocation. All electrical and instrumentation and controls upgrades were performed under the supervision of Reynolds.
Key Largo Disinfection Basin	Key Largo	FL	1/27/2020	\$343,104	Key Largo Wastewater District	Laura Weinstock 103355 Overseas Highway Key Largo, FL 33037 laura.weinstock@kwetd.com 305-451-4019				X	Removal of existing coatings, spot repairs in any locations where the concrete was in need of repairs by injecting a corrosion inhibitor along the full length of the cold joint, resurfaced the concrete and applied a high-performance protective coating system. Installed effluent DI piping and valves for emergency removal. This work consisted of coring through the disinfection basin wall in one location, and installing piping, valves and other fittings as necessary to construct the emergency disposal piping.
Withlacoochee WWTP Secondary EQ Basin	Valdosta	GA	11/13/2020	\$1,793,504	City of Valdosta	1016 Myrtle Street Valdosta, Georgia Clayton Milligan 229-259-3592	Lovell Engineering Associates	3998 Inner Perimeter Rd Valdosta, GA 31602 Clayton Milligan 229-253-0900 ext. 24 clayton.milligan@leva-pe.com	X	X	Construction of a lined 7.26 MG excavated basin, a new pump station, and associated gravity pipe and force main. The liner system included 115,000 SF of a 200 MIL non-woven geotextile, a geosynthetic clay liner, and a 60 MIL HDPE geomembrane.



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

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1525041 ISSUED: 06/14/2022
 CERTIFIED GENERAL CONTRACTOR
 SHEMWELL, KEVIN DUANE
 REYNOLDS CONSTRUCTION OF FLORIDA,

 Signature
 LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
 EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

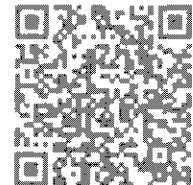
**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CGC1525041

EXPIRATION DATE: AUGUST 31, 2024

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

SHEMWELL, KEVIN DUANE
REYNOLDS CONSTRUCTION OF FLORIDA, LLC
6225 NORTH COUNTY ROAD 75 EAST
ORLEANS IN 47452



ISSUED: 06/14/2022

Always verify licenses online at 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.



AEC Details

City of Key West

Registration Number
AEC35874

Company: REYNOLDS CONSTRUCTION OF FLORIDA LLC DBA REYNOLDS CONST LLC,

Phone 1: (877)770-0127

Status: ACTIVE

Address: SHEMWELL KEVIN D. (QUALIFIER) City, State ZipCode: ORLEANS, IN 47452

Phone 2: (678)231-5350

Issued: 6/15/2023

Type: CONTRACTOR DBPR STATE
CERTIFIED

Subtype: GENERAL CONTRACTOR

Phone 3:

Expires: 12/31/2099

Website:

Email: joshua.vondersaar@reynoldskon.com

Fax:

Trust Account No. CTAEC35874

Business Agency:

Business No.

Bus Lic Issued:

Bus Lic Expires:

Notes:

INSURANCE

NAMETYPE	CARRIER	CARRIER PHONE	POLICY NO	POLICY ISSUE	POLICY EXPIRE
LIABILITY			VTNCO4S965689PHX23	6/15/2023	4/28/2024
WORKERS COMP			UB2T8479022325R		4/28/2024

CONTACTS

NAMETYPE	NAME	ADDRESS1	CITY	STATE	ZIP	PHONE	FAX	EMAIL
QUALIFIER- CONTRACTORS ONLY	SHEMWELL KEVIN D							

CHRONOLOGY ACTIONS

ACTION TYPE	ACTION BY	ACTION DATE	COMPLETED DATE
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FINANCIAL INFORMATION

DESCRIPTION	QUANTITY	PAID DATE	AMOUNT	PAID BY	PAY METHOD	ACCOUNT
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TRUST ACCOUNT

TRANSDATE	USERID	DESCRIPTION	AMOUNT	PAID BY	DATE POSTED	RECEIPT NO	PAY METHOD	CHECK NO	COMMENTS
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C E R T I F I C A T E

The undersigned, Elizabeth L. Smith, hereby certifies that she is the duly elected, qualified, and acting Executive Vice President and Secretary of Reynolds Construction, LLC, a Delaware corporation (the "Company"), and as such is familiar with the books and records of said Company, and does hereby certify the following:

1. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of October 5, 2023; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

AUTHORITY TO ENTER INTO CONTRACTS

WHEREAS, the managers deem it in the best interests of the corporation to state the bid, contract and purchase order limits of the various officers and employees of the corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of October 5, 2023, the authority of the following officers and employees of the corporation to (i) accept customer purchase orders and affix the corporate seal thereon and (ii) issue bids and/or enter into contracts with customers in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$20,000,000
Executive Vice President.....	\$10,000,000
Vice President.....	\$5,000,000

FURTHER RESOLVED, that the authority of the following officers and employees of the corporation to enter into contracts with vendors in connection with the purchase of supplies and equipment (other than purchases of capital equipment), or the contracting for professional services in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$10,000,000
Executive Vice President.....	\$5,000,000
Vice President.....	\$1,000,000
Group Manager.....	\$500,000
Project Manager.....	\$250,000

FURTHER RESOLVED, that for the purchase of capital equipment, only the Director or President is authorized to execute such transactions in an amount not to exceed \$1,000,000. Any capital expenditures in excess of this, amount must be approved by two members of the Board of Managers, with one approving member being the Director.

FURTHER RESOLVED, that the President, Executive Vice President, or Vice President of the corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, district manager, group lead or other employee of the corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof, pursuant to the preceding resolution, any contract, in excess of the authorized limits granted herein must be approved by both the President and the Director; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties

to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of the corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of the corporation is hereby authorized to rely upon said certificate as so presented.

2. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of October 5, 2023; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

APPOINTMENT OF OFFICERS

RESOLVED, that all of the acts, actions and things done for, in the name of, and on behalf of this corporation by its officers during the preceding year be, and the same hereby are, ratified, confirmed and approved.

RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their respective names, to serve in such capacities at the pleasure of the Board of Managers until the next annual meeting of the Board of Managers and until their successors are duly elected and qualified:

Jeffrey J. Reynolds	— Director	Jeffrey P. Berning	— Vice President
Leslie F. Archer	— President	Scott E. Huber	— Vice President
Kevin F. Strott	— Executive Vice President	Joshua R. Vondersaar	— Vice President
Kevin D. Shemwell	— Executive Vice President	Eduardo Medina	— Vice President
Michael P. Burton	— Executive Vice President	Greg Slone	— Vice President
Elizabeth L. Smith	— Executive Vice President and Secretary	Jeanie M. Lucas	— Assistant Secretary
John R. Chase	— Vice President	Wendy C. Scudder	— Assistant Secretary
William R. Ryon	— Vice President	Jon D. Kinney	— Assistant Secretary
Randolph E. Tummers	— Vice President	Freddye Churbock	— Assistant Secretary
Adam K. Ralph	— Vice President	Stephanie A. Keffer	— Assistant Secretary
		Patricia J. Tellez	— Assistant Secretary

RESOLVED, that all of the acts, actions and things done for, in the name of and on behalf of this corporation and its officers, shall also be deemed to apply to all of the company's state specific operating names including:

Reynolds Construction of Alabama, LLC
Reynolds Construction of Arkansas, LLC
Reynolds Construction of Arizona, LLC
Reynolds Construction of Delaware, LLC
Reynolds Construction of Florida, LLC
Reynolds Construction of Georgia, LLC
Reynolds Construction of Indiana, LLC
Reynolds Construction LLC of Louisiana
Reynolds Construction of Mississippi, LLC

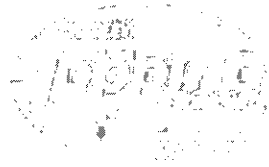
Reynolds Construction of Missouri, LLC
Reynolds Construction of New Jersey, LLC
Reynolds Southwest, LLC
Reynolds Construction of New York, LLC
Reynolds Construction of Pennsylvania, LLC
Reynolds Lone Star Construction, LLC
Reynolds Construction of Washington, LLC
Reynolds Construction of West Virginia, LLC

IN WITNESS WHEREOF, Elizabeth L. Smith has hereunto set her hand this 5th day of October, 2023.


Elizabeth L. Smith — Executive Vice President and Secretary

Reynolds Construction, LLC

6225 N County Road 75 E Orleans, IN 47452



*Charley Toppino & Sons
129 Toppino Industrial Dr
Key West, FL
305-296-5606*

November 28, 2023

Steve Gardner
Senior Project Manager
City of Key West

Subj: Local Vendor Preference WRT ITB 24-001 Pump Station G Rehabilitation


Mr. Gardner,

Please find our revised bid package for the subject bid attached as instructed. The bid amount has been updated to match the bid price of \$2,639,000.

Additionally, we are including our employee list and their addresses to show that CTS meets the requirements listed in the City of Key West Ordinance 09-22 Section 2-798.

If there are any questions please do not hesitate to contact myself or our Estimator, Andrew Toppino at the number listed above.

Sincerely,


Richard Toppino
President
Charley Toppino & Sons, Inc

AN EQUAL OPPORTUNITY EMPLOYER

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB # 24-001 PUMP STATION G REHABILITATION, 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 **Wednesday November 8, 2023** 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 #24-001 PUMP STATION G REHABILITATION addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all site work, materials, equipment, and labor necessary to accomplish the following rehabilitation of pump station “G”:

Replacement of gate valves, pumps piping supports, hatches sluice gates, and pump rails, pump floor plates, liner repair in the wet well; rehabilitate the electrical conduits; replace the control panel, main disconnect, power feed and temporary generator connection; replace the remote terminal unit with a telemetry control unit replace the site fencing and all other items listed in the specifications.

Drawings and Specifications may be obtained from Demand Star by Orvia or City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A Mandatory Pre-Bid meeting will be held on Wednesday October 25, 2023 at 10:00 am at Key West City Hall, 1300 White Street, Key West in the City Manager’s Conference Room on the second floor.

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, Code of Silence, to Steve Gardner, Senior Project Manager, at sgardner@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 himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself 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 himself 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 himself 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.

A Bid Proposal Form is provided on page 11. The form includes all lump sum items considered for 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.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLUE 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 the specified 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 and name of Owner's contact person and phone number.
6. Designer and name of Designer'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
Non-Collusion Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Local Vendors Form
Domestic Partnership Affidavit
Vendor Certification Regarding Scrutinized Companies Lists
Cone of Silence 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, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond on 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 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 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 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 him 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 **300** calendar days.

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: CITY OF KEY WEST PUMP STATION G REHABILITATION
ITB #24-001

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 himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his 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 Owner, 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 complete the project, in all respects within 300 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,699.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,
3, _____, _____, _____, _____, _____, _____, _____,
(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.

LUMP SUM 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 lump sum amounts. The Bidder agrees that the lump sum 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.

CITY OF KEY WEST PUMP STATION G REHABILITATION:

BID PROPOSAL FORM

Item #	Item Description	Quantity	Unit	Unit Cost	Total
1	Performance and Payment Bonds				
A	Performance and Payment Bonds	1.00	Per \$1,000	\$25.00	\$65,975.00
2	Mob / Demob				
A	Mobilization/Demobilization (In no case shall the Amount bid for this item exceed 5 percent of the Total Base Bid Amount. This item shall include MOT, General & Supplementary Conditions, Certified AutoCAD As Builts)	1.00	LS	\$263,000.00	\$263,000.00
3	Pump Station "G" - General Site				
A	General Site Demolition	1.00	LS	\$85,000.00	\$85,000.00
B	Erosion Control	1.00	LS	\$6,000.00	\$6,000.00
C	Manhole Liner	1.00	LS	\$18,000.00	\$18,000.00
D	Temporary Bypass Pumping	1.00	LS	\$255,000.00	\$255,000.00
E	Concrete Sitework and Bollards	1.00	LS	\$13,000.00	\$13,000.00
F	Gravel restoration	1.00	LS	\$2,400.00	\$2,400.00
G	Asphalt restoration	1.00	LS	\$22,000.00	\$22,000.00
H	Grass restoration	1.00	LS	\$2,900.00	\$2,900.00
I	Furnish and Install Fencing, Chain Link & Privacy Slats	1.00	LS	\$4,160.00	\$4,160.00
J	Furnish and Install Yard Piping and Utilities (incl. concrete encasement)	1.00	LS	\$145,000.00	\$145,000.00
K	Aluminum Stairs/Handrails/Equipment Platform	1.00	LS	\$47,500.00	\$47,500.00
L	Furnish and Install all Site Electrical	1.00	LS	\$260,000.00	\$260,000.00
M	Furnish and Install Site Instrumentation & Controls	1.00	LS	\$38,000.00	\$38,000.00
N	Access Hatches	1.00	LS	\$39,000.00	\$39,000.00
O	Furnish and Install new Odor Control Unit and Accessories	1.00	LS	\$84,765.00	\$84,765.00
P	Dewatering	1.00	LS	\$65,000.00	\$65,000.00
4	Pump Station "G" - Wetwells and Valve/Flowmeter Vaults Rehabilitation				
A	Selective Demolition	1.00	LS	\$4,375.00	\$4,375.00
B	Furnish & Install all Piping, Valves, Gates and Accessories	1.00	LS	\$155,000.00	\$155,000.00
C	Furnish & Install Pump Equipment and accessories	1.00	LS	\$685,000.00	\$685,000.00
D	Misc. Metals, Access Doors/Hatches	1.00	LS	\$23,000.00	\$23,000.00
E	Wetwells Concrete Liner	1.00	LS	\$125,000.00	\$125,000.00
F	Wetwells and Valve Vaults Electrical	1.00	LS	\$28,000.00	\$28,000.00
G	Wetwells and Valve/Flowmeter Vaults Instrumentation & Controls	1.00	LS	\$18,000.00	\$18,000.00
5	Miscellaneous				
A	Curb Repair	20.00	LF	\$90.00	\$1,800.00
B	Sidewalk/Driveway Repairs	20.00	SY	\$350.00	\$7,000.00
C	Manhole and Wetwells Concrete Repairs - Vertical, Overhead, and Horizontal Concrete Repair 1-inch deep	75.00	SF	\$935.00	\$70,125.00
D	Manhole and Wetwells Concrete Repairs - Vertical, Overhead, and Horizontal Concrete Repair 2-inch deep	75.00	SF	\$1,000.00	\$75,000.00
6	Unforeseen Conditions				
A	Owner Allowance	1.00	LS	\$ 30,000.00	\$ 30,000.00

TOTAL BASE BID: \$2,639,000.00

LUMP SUM TOTAL: PUMP STATION G REHABILITATION:

\$ 2,639,000.00

In Words:

Two Million Six Hundred Thirty Nine Thousand

Dollars & zero

Cents

SUBCONTRACTORS

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

Affordable Asphalt
Name
94411 Overseas Hwy, Tavernier, FL, 33070
Street City State Zip

Engineered Coatings Solutions, LLC
Name
888 Boulevard of the Arts Ste 1906, Sarasota, FL, 34236
Street City State Zip

PSI Technologies Inc
Name
3520 Investment Lane, Unit 3, Riviera Beach, FL, 33404
Street City State Zip

Data Flow Systems
Name
605 John Rodes Blvd, Melbourne, FL, 32934
Street City State Zip

SURETY

Travelers Casualty and Surety Company of America whose address is
One Tower Square, Hartford, CT, 06183
Street City State Zip

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 14 day of NOV 2023.

(SEAL)

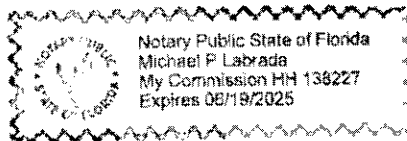
Charley Toppino & Sons, Inc
Name of Corporation

By [Signature]
Title Treasurer
Attest [Signature]

Sworn and subscribed before this 14 day of NOV, 2023

[Signature]
NOTARY PUBLIC, State of FL, at Large

My Commission Expires: _____



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 OWNERS, construction costs, ENGINEERs, and references with phone numbers. Use additional sheets if necessary.)

SEE ATTACHED

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 # 24-001/ CITY OF KEY WEST PUMP STATION G REHABILITATION** 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 **ITB 24-001**

BID BOND

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 Contract Documents, entitled:

ITB 24-001 / CITY OF KEY WEST PUMP STATION G REHABILITATION

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 and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, 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 9 day of November, 2023.

PRINCIPAL Charley Toppino & Sons, Inc.

By [Signature] STATE OF Florida)
) SS
COUNTY OF Monroe)

SURETY Travelers Casualty and Surety Company of America

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

TRAVELERS

**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
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
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 9 day of November, 2023



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3580.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

ANTI – KICKBACK AFFIDAVIT

STATE OF FL)
) : SS
COUNTY OF MONROE)

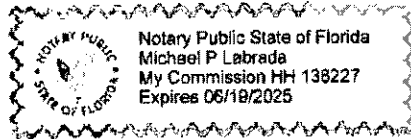
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this 14 day of NOV, 2023.

Michael Labrada
NOTARY PUBLIC, State of FL at Large

My Commission Expires:



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 Pump Station G Rehab

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

whose business address is 129 Toppino Industrial Dr. 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 John Toppino
(Please print name of individual signing)

TREASURER

and my relationship to the entity named above is

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)

(Date)

11/14/23

STATE OF FL

COUNTY OF MONROE

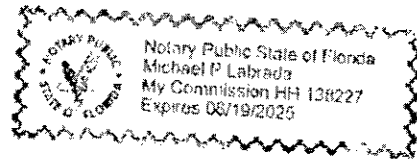
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 14 day of NOV, 2023.

My commission expires:

Michael P. Labrada
NOTARY PUBLIC



INDEMNIFICATION

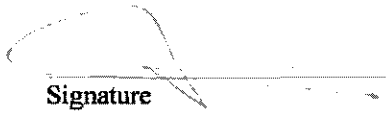
To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's 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. PL

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

CONTRACTOR: Charley Toppino & Sons, Inc

SEAL:

129 Toppino Industrial Dr, Key West, FL 33041
Address


Signature

John Toppino
Print Name

Treasurer
Title

DATE: 4/14/23

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. Principal 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, Key West, FL 33041 Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: 75 Years

Date: 11/14/23

[Signature]
Signature of Authorized Representative

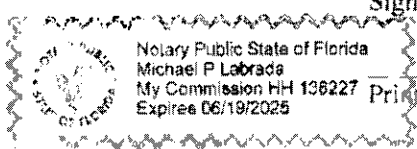
STATE OF FL COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 14 day of Nov, 2023.

By John 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)

[Signature]
Signature of Notary



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

Title or Rank

		Charley Toppino & Sons, Inc								
		Employee Name			Address					
CTS	1239	ALEXANDRE	FRANCKEL		1213 14TH STREET LOT 172	KEY WEST	FL	33040	786-847-5066	FRANCKELALEXANDRE80@GMAIL.COM
CTS	1662	ALLEN	CHERYL	D	733 UNITED STREET	KEY WEST	FL	33040	305-797-1581	CALLEN1125_AOL.COM
CTS	1718	ALTENOR	AUGUSTIN		1213 14TH STREET, #173	KEY WEST	FL	33040	305-896-2133	AUGUSTINALTENOR673_GMAIL.COM
CTS	1603	ALVAREZ-FRAGA	LORETA		1107 KEY PLAZA #182	KEY WEST	FL	33040	786-506-1502	LORETA_ALVAREZ_HOTMAIL.COM
CTS	1219	ANCENE	VENIEL		6500 MALONEY AVE LOT 25	KEY WEST	FL	33045	305-879-0653	VENIELRUTH1_GMAIL.COM
CTS	923	ANDRES-DOMINGO	PEDRO	A	P.O. BOX 2037	KEY WEST	FL	33045	786-283-9284	PEDRODOMINGO178_GMAIL.COM
CTS	1534	ANNULYSSE	JEAN	S	1213 14TH ST LOT 72	KEY WEST	FL	33040	305-896-4699	jeansolino1_mail.com
CTS	1708	ANTOINE	EROLD		6500 MALONEY AVENUE, #72	KEY WEST	FL	33040	786-342-9061	EROLDANTOINE827_GMAIL.COM
CTS	1274	APOLINARIO	MAYNOR	A	PO BOX 2037	KEY WEST	FL	33041	786-298-3471	MAYNORAPOLINARIO94_GMAIL.COM
CTS	1275	ARISTILDE	JEAN	O	5730 4TH AVENUE LOT 3	KEY WEST	FL	33040	305-879-6942	JEANARISTILDE2023@YAHOO.COM
CTS	1316	ARRIETA	ARSENIO		5501 3RD AVENUE APT 152	KEY WEST	FL	33040	305-896-3292	arsenioarrieta1957_mail.com
CTS	1721	BALMACEDA CENTENO	WINSTON		6529 MALONEY AVENUE, #5	KEY WEST	FL	33040	305-316-2693	WINSTONBALMACEDA28_GMAIL.COM
CTS	878	BARBA	ALBERTO		PO BOX 2842	KEY WEST	FL	33045	305-797-1148	BARBA.CATALINA_GMAIL.COM
CTS	1417	BARBA	CATALINA		PO BOX 2842	KEY WEST	FL	33045	786-298-7879	BARBA.CATALINA_GMAIL.COM
CTS	1225	BAUGH	JODEY	G	30040 WATSON BOULEVARD	BIG PINE KEY	FL	33043	305-872-8003	CARLABAUGH_ATT.NET
CTS	1564	BELLOVICH	STEVEN	W	29676 ENTERPRISE AVENUE	BIG PINE KEY	FL	33043	305-407-5848	STEVENBELLOVICH_GMAIL.COM
CTS	1504	BERNARD	CARLI	P	1200 B GILMORE DRIVE	KEY WEST	FL	33040	305-394-5964	CPBERNARD21_GMAIL.COM
CTS	1700	BERNARD	JEAN	A	6500 MALONEY AVENUE, #80	KEY WEST	F	33040	786-872-9334	BERNAR.ANDERSON2017_GMAIL.COM
CTS	1684	BIEN AIME	JEAN	S	6135 2ND STREET, #1204	KEY WEST	FL	33040	305-429-3849	JEANSIDERBIENAIME_GMAIL.COM
CTS	1419	BLACKBURN	TAMMY	S	3639 GULFSTREAM ST	BIG PINE KEY	FL	33043	727-480-0908	TAMMYB_CHARLEYTOPPINO.COM
CTS	1191	BLANC	ALGUY		45 D 11TH AVENUE	KEY WEST	FL	33040	203-545-5324	ALGUYBLANC77_GMAIL.COM
CTS	1170	BRAVO IZNAGA	ISAEI		5531 5TH AVENUE #5	KEY WEST	FL	33040	786-382-8234	
CTS	830	BROTHERS	MICHAEL	P	351 AVE E #2	KEY WEST	FL	33040	239-297-7064	MCHLBROTHERS_GMAIL.COM
CTS	1682	CABRERA	LETICIA		2B 8TH AVENUE	KEY WEST	FL	33040	305-360-3515	LCOMAS25_GMAIL.COM
CTS	1309	CARIDAD	ARTURO		6733 SHRIMP ROAD APT 240	KEY WEST	FL	33040	305-417-1923	ARTUROCARIDAD1974_GMAIL.COM
CTS	1661	CHAFFER	JOHN	G	37518 ANNA MARIE LN	ZEPHYRHILLS	FL	33641	813-364-3927	JOHNCHAFFER035_GMAIL.COM
CTS	1447	CINE	JEAN SMITH	S	6500 MALONEY AVE LOT 80	KEY WEST	FL	33040	407-218-0817	CCINE271_GMAIL.COM
CTS	1421	COLABELLA	JOSEPH		1320 6TH STREET	KEY WEST	FL	33040	631-943-0737	JCOLABELLA71_GMAIL.COM
CTS	1639	COMPANIONI	ARGELIO		7625 TARA CIRCLE, APT 105	NAPLES	FL	34104	305-797-3675	ARCHIE305_HOTMAIL.COM
CTS	1588	COPPINGER BORGES	RAUDELY		501 24TH ST OCEAN	MARATHON	FL	33050	305-414-4573	RAUDELYCOPPINGER0_GMAIL.COM
CTS	1329	COQMARD	ONEL	P	931 OPA LOCKA BLVD	MIAMI	FL	33168	305-303-3563	
CTS	1245	DERA	JEAN DAVID	D	PO BOX 2758	KEY WEST	FL	33041	407-883-3060	DAWENJYDERA_GMAIL.COM
CTS	1302	DOMINGUEZ MARTINEZ	JUAN		5501 3RD AVE APT 102	KEY WEST	FL	33040	305-709-7025	JUANDMARTINEZ1965_GMAIL.COM
CTS	1286	DOR	GERARD		5730 4TH AVENUE LOT 3	KEY WEST	FL	33040	305-923-8494	GERARDDOR123@GMAIL.COM
CTS	1695	DORCELUS	JEAN	O	6500 MALONEY AVENUE, #34	KEY WEST	FL	33040	305-930-2405	JEANODEL120@GMAIL.COM
CTS	1713	DORR	HENRY	E	1200 4TH STREET, #838	KEY WEST	FL	33040	561-788-0904	HENRYDORR@GMAIL.COM
CTS	1587	DUCASSE	DIEUFETE		PO BOX 4292	KEY WEST	FL	33041	305-465-7729	DIEUFETEDUCASSE89_GMAIL.COM
CTS	1632	DURYEA	SHANE	M	16 VERDE DRIVE	KEY WEST	FL	33040	305-916-0091	SDURYEA08_GMAIL.COM
CTS	1616	ELOMINA	JACOB	W	108 AVENUE G	KEY WEST	FL	33040	305-393-2229	jacob_charle to :_ino.com
CTS	1634	ESPINOSA	RUBIEL	J	126 VALIOS BLVD.	KEY LARGO	FL	33037	561-907-2924	REJFISHING_GMAIL.COM
CTS	1664	ESTRADA CRUZ	JUAN	R	240 SOMBRERO BEACH ROAD, #10	MARATHON	FL	33050	305-902-7196	JRESTRADA1985KEYWEST_GMAIL.COM
CTS	1719	FAJARDO TORRES	INGEMAR		5600 LAUREL AVENUE, #10	KEY WEST	FL	33040	786-847-3261	INGEMARFAJARDOTORRES_ICLOUD.COM

CTS	1671	FARINA PEREZ	FRANCISCO		24863 OVERSEAS HIGHWAY #4	SUMMERLAND KEY	FL	33042	305-780-2976	FRANCISCO61662_GMAIL.COM
CTS	1428	FARNHAM	GEORGE	J	PO BOX 431731	BIG PINE KEY	FL	33043	607-372-2210	GEORGEFARNHAM82_GMAIL.COM
CTS	825	GAGE	RONALD	W	314 AVENUE A	KEY WEST	FL	33040	305-797-9447	RONGAGE22_GMAIL.COM
CTS	1686	GARCIA MORAN	DOLMAN	L	5430 ROBYN LANE	KEY WEST	FL	33040	786-647-6471	LEONELMORAN24_ICLOUD.COM
CTS	1580	GAY	RONALD		3910 S. ROOSEVELT BLVD, #211E	KEY WEST	FL	33040	786-538-9254	GAYRONALD72_GMAIL.COM
CTS	1467	GELOT	BENITO	E	1875 B 109TH STREET OCEAN	MARATHON	FL	33050	786-283-1069	BGELOT_CHARLEYTOPPINO.COM
CTS	1629	GOELZ	JAMES	E	29257 OLEANDER DRIVE	BIG PINE KEY	FL	33043	260-312-3693	JIMGOELZ_GMAIL.COM
CTS	1676	GONZALEZ CRUZ	FIDEL		5740 4TH AVENUE, #9A	KEY WEST	FL	33040	305-519-5316	FIDELG481_GMAIL.COM
CTS	1703	GORDILLO	CALIXTO		5501 3RD AVENUE, #166	KEY WEST	FL	33040	786-406-3191	CGORDILLO57_ICLOUD.COM
CTS	1614	GOUGE	JOHN	A	16 AMARYLLIS DRIVE	KEY WEST	FL	33040	678-755-1275	JOHNGOUGE_GMAIL.COM
CTS	1620	GUADARRAMA	ADRIAN	L	5030 5TH AVENUE, #45	KEY WEST	FL	33040	580-938-1505	ADRIANGUADARRAMA0809_GMAIL.COM
CTS	1516	GUADARRAMA	MARC	A	1325 E 1ST STREET	SHATTUCK	OK	73858	580-938-1615	MAGUADARRAMA23_GMAIL.COM
CTS	686	GUADARRAMA BENITEZ	RANULFO		PO BOX 62	SHATTUCK	OK	73858	580-938-1612	MELISSAGUADARRAMA_HOTMAIL.COM
CTS	1490	GUAY	MICHAEL	A	PO BOX 71	GORHAM	NH	03581	603-915-7507	MGUAY74_GMAIL.COM
CTS	1638	HANNA	CHARLES		31825 SW 188 AVENUE	HOMESTEAD	FL	33030	786-727-2086	KEYHONEY2020_GMAIL.COM
CTS	848	HARRIS	JESSIE		PO BOX 1694	KEY WEST	FL	33041	305-731-9351	POSSEKW51_GMAIL.COM
CTS	1679	HENRY	JEAN	N	6500 MALONEY AVENUE, #80	KEY WEST	FL	33040	305-896-0857	HENRYNISSAGE01_GMAIL.COM
CTS	1018	HERNAEZ	HERIBERTO		19596 SEMINOLE STREET	SUMMERLAND KEY	FL	33042	561-541-6026	HERNAEZ158_GMAIL.COM
CTS	776	HILDEBRANT	STEVEN	E	37 BARCELONA DRIVE	KEY WEST	FL	33040	305-395-1331	
CTS	1525	HIRSCHY	JEFFREY	B	P.O. BOX 2841	KEY WEST	FL	33045	941-580-2597	JHGATORS9669_GMAIL.COM
CTS	1618	HUGHES	ERIN	K	1725 JOHNSON STREET	KEY WEST	FL	33040	847-815-1716	ERIN_CHARLEYTOPPINO.COM
CTS	1665	JOHN	IAN	G	25 EMERALD DRIVE	KEY WEST	FL	33040	786-436-6945	Ian_CharleyTo_ino.com
CTS	1690	JOSEPH	DUROGENE		6500 MALONEY AVENUE, #65	KEY WEST	FL	33040	305-417-0373	JOSEPHDUROGENE724_GMAIL.COM
CTS	1716	KAYER	RUBENS		5422 ROBYN LANE	KEY WEST	FL	33040	321-666-5552	RUBENSKAYERS09_ICLOUD.COM
CTS	1020	KELLEY	CARLOS	A	PO BOX 2940	KEY WEST	FL	33045	305-394-3209	CARLOS_CHARLEYTOPPINO.COM
CTS	1359	KIRKCONNELL PAEZ	FRANCISCO		28121 GATO ROAD	LITTLE TORCH KEY	FL	33042	305-395-1751	FKIRKCONNELL_GMAIL.COM
CTS	781	KUHNS	CLINT		1227 FIRST STREET	KEY WEST	FL	33040	305-712-0282	CLINTK_CHARLEYTOPPINO.COM
CTS	1396	LABRADA	MICHAEL	P	750 PRADO CIRCLE	KEY WEST	FL	33040	305-304-9356	MLABRADA5_YAHOO.COM
CTS	1653	LANCE TUMBARELL	MANUEL		58 RIVIERA DRIVE	KEY WEST	FL	33040	816-469-2068	MLS728271_GMAIL.COM
CTS	1709	LEAL FERNANDEZ	YOAN		8 OPAL DRIVE	KEY WEST	FL	33040	305-417-3967	YOANLF2021_GMAIL.COM
CTS	1598	LEYVA BARCELO	OMAR	D	4950 OVERSEAS HIGHWAY, #102	MARATHON	FL	33050	305-780-4229	LEYVABARCELOMARDAMIAN_GMAIL.COM
CTS	1400	LLANES MORALES	JOAN		5501 3RD AVENUE APT 102	KEY WEST	FL	33040	305-342-0936	JOANLLANES78_GMAIL.COM
CTS	441	LOPEZ	ORIOLO		E-40 12TH AVENUE	KEY WEST	FL	33040	305-846-3721	
CTS	1692	LOUIS	MARIO		6500 MALONEY AVENUE, #102	KEY WEST	FL	33040	305-896-4007	MARIOLOUIS3499_GMAIL.COM
CTS	1683	MARCOS ANDRES	APOLINARIO	A	305 NW 2ND AVENUE, #107	HOMESTEAD	FL	33030	305-465-7946	APOLINARIOANDRES7_GMAIL.COM
CTS	538	MARTINEZ	REYNALDO		1107 KEY PLAZA #182	KEY WEST	FL	33040	305-797-1003	REYMART1966_GMAIL.COM
CTS	1670	MATHURIN	JOLINORD		6500 MALONEY AVENUE, #41	KEY WEST	FL	3304	305-970-8861	ROSEMONDATILUS4_GMAIL.COM
CTS	1431	McGEE	JOHN	W	21 ASTER TERRACE	KEY WEST	FL	33040	305-395-1958	JMCGEE_CHARLEYTOPPINO.COM
CTS	1540	McNELLY	JOSEPH	H	P.O. BOX 5376	KEY WEST	FL	33045	618-231-6860	JOEMCNELLY6_GMAIL.COM
CTS	1044	MEDEROS	ALEXEY		501 PARK DRIVE	KEY WEST	FL	33040	786-705-0560	ALEXEYMEDERO777_GMAIL.COM
CTS	1712	MEDEROS	IDEL		8832 SW 59TH STREE	MIAMI	FL	35173	305-790-2788	IDELMEDEROS@GMAIL.COM
CTS	1398	MEME	JEAN	E	1300 15TH COURT, LOT 11	KEY WEST	FL	33040	305-890-1199	
CTS	1392	MENDOZA	ARMANDO	A	400 COUNTY ROAD #14	BIG PINE KEY	FL	33043	404-234-7263	ARMANDOCHRISTINA_HOTMAIL.COM
CTS	1568	MENDOZA MORALES	LUIS	A	3816 NO NAME ROAD	BIG PINE KEY	FL	33043	305-394-4370	LUISALFREDOMENDOZA7_YAHOO.COM
CTS	1699	MENENDEZ MOREJON	YOELVIS		6400 SUNSHINE STREET, #1	KEY WEST	FL	33040	305-896-6244	MENENDEZYOHELVIS_GMAIL.COM
CTS	1582	MEZA	ANGEL	M	25 EL MONTE	KEY WEST	FL	33040	305-391-6581	MEZZAANGEL550_GMAIL.COM

CTS	864	MONTIEL	LEONEL		626 E SHORE DRIVE	SUMMERLAND KEY	FL	33042	305-797-3688	LEO4966_YAHOO.COM
CTS	1477	MOORE	CEDRIC III	A	24363 OVERSEAS HIGHWAY #6	SUMMERLAND KEY	FL	33042	305-930-9739	MOORECEDRIC56_GMAIL.COM
CTS	1717	NEUZIL	EDWARD	A	324 MAHOGANY DRIVE	KEY LARGO	FL	33037	305-927-0217	DRAMACYDAL101_ATT.NET
CTS	1696	NIEBLAS	MIGUEL	J	1702 SW 127TH PLACE	MIAMI	FL	33175	305-775-5797	DIEZELNIEBLAS_GMAIL.COM
CTS	1476	OCEAN	JEAN	R	3215 DUCK AVENUE APT 181 B.C.	KEY WEST	FL	33040	786-847-5131	
CTS	1578	ORCE	JAMES	J	106 SHORE AVE	KEY WEST	FL	33040	305-896-9231	SANDRADUFFY27_YAHOO.COM
CTS	1705	ORENA	LOUISSAINT		6135 2ND STREET	KEY WEST	FL	33040	305-930-2405	ORENAHILAIREO_GMAIL.COM
CTS	1143	OROFINO	ROMAN		1300 ATLANTIC DRIVE	KEY WEST	FL	33040	305-797-6807	ROMAN_CHARLEYTOPPINO.COM
CTS	1176	ORTEGA	MANUEL	P	1418 ROSE STREET	KEY WEST	FL	33040	305-522-1083	PATRICKO_CHARLEYTOPPINO.COM
CTS	1694	PALMER	CHRISTOPHER	J	106 NAVAJO STREET	TAVERNIER	FL	33070	305-902-7669	CHRISPALMER0776_GMAIL.COM
CTS	1455	PARADELA GUERRA	JOVANY		6400 SUNSHINE ST #2	KEY WEST	FL	33040	305-747-4488	JOVANYPARADELA_YAHOO.COM
CTS	1025	PEATTIE	ASHLEY	M	27412 ST. MARTIN LANE	RAMROD KEY	FL	33042	305-890-6931	ASHLEYP_CHARLEYTOPPINO.COM
CTS	1715	PERALTA PEREZ	JORGE	L	PO BOX 4561	KEY WEST	FL	33040	305-305-8792	JP7399917_GMAIL.COM
CTS	1720	PEREZ DOMINGUEZ	ROSBEL		5501 3RD AVENUE, #102	KEY WEST	FL	33040	305-391-1538	ROSBELPD4_GMAIL.COM
CTS	1592	PF AHL	JASON	M	1610 PATRICIA STREET	KEY WEST	FL	33040	305-304-2402	ason.fahl_mail.com
CTS	1707	PROFITON	JAMES		6500 MALONEY AVENUE, #42	KEY WEST	FL	33040	229-499-1525	JAMESPROFITON990_GMAIL.COM
CTS	1710	QUINTERO ESCOBAR	ANGEL	E	7 BETTY ROSE DRIVE #719	KEY WEST	FL	33040	813-893-7440	ANGELEMILIOQUINTERO@GMAIL.COM
CTS	1088	RAMOS	HEBER		P.O. BOX 2846	KEY WEST	FL	33045	305-879-8826	HEBERRAMOS60@GMAIL.COM
CTS	1706	RAMOS APONTE	BRAYAN	J	3330 NORTHSIDE DRIVE, #424	KEY WEST	FL	33040	305-942-9921	BRAYAN27JMD_GMAIL.COM
CTS	1363	REAVES JR	JIMMY	W	6800 MALONEY AVENUE #31	KEY WEST	FL	33040	305-928-9369	JIMMYREAVES6_GMAIL.COM
CTS	1262	REZA	DIEGO		3635 SEASIDE DR, #205	KEY WEST	FL	33040	305-417-1453	14851JOHNKW_GMAIL.COM
CTS	743	REZA	TOMAS		PO BOX 2783	KEY WEST	FL	33045	305-304-2790	thomasreza8_mail.com
CTS	1640	ROBERTSON	JAMES	B	PO BOX 714	LONG KEY	FL	33001	740-516-5093	JROBS093_HOTMAIL.COM
CTS	1627	ROGES JIMENEZ	CESAR	D	37G MIRIAM STREET	KEY WEST	FL	33040	786-635-2276	CESARROGES_GMAIL.COM
CTS	1283	ROLDAN	DENYS		PO BOX 4027	KEY WEST	FL	33041	305-393-9641	DENYS3636_ICLOUD.COM
CTS	1672	ROMILUS	ROODY		6500 MALONEY AVENUE, #44	KEY WEST	FL	33040	305-922-1698	ROMILUSROODY7_GMAIL.COM
CTS	1207	RUGAMA	LUIS	A	PO Box 2055	KEY WEST	FL	33045	954-404-4913	LUIRUGA09_YAHOO.COM
CTS	1342	SERRANO IZQUIERDO	ORNAN		3655 SEASIDE DRIVE #126	KEY WEST	FL	33040	813-445-2324	ORNANSERRANO1_GMAIL.COM
CTS	1432	SMOAK	THOMAS	D	5411 3RD AVENUE	KEY WEST	FL	33040	305-522-0309	TOMMYS_CHARLEYTOPPINO.COM
CTS	1238	SOCHA	MICHAEL	A	22944 ANNE BONNY LANE	CUDDJOE KEY	FL	33042	305-586-1636	MMASCUDJOE_GMAIL.COM
CTS	1529	SOLIS SANTANA	YUSDEL		30C 10TH AVENUE	KEY WEST	FL	33040	305-709-9877	YUSDELSOLIS84_ICLOUD.COM
CTS	1228	STEVENS	PATRICK	M	907 HAWKSBILL LANE	SUGARLOAF KEY	FL	33042	305-504-4350	PSTEVENS_CHARLEYTOPPINO.COM
CTS	1064	THOMPSON	JAY	G	PO BOX 2626	KEY WEST	FL	33045	305-797-0111	OLDBOTTLESONLY_GMAIL.COM
CTS	71	TOPPINO	ANDREW		27 TAMARIND DRIVE	KEY WEST	FL	33040	305-797-5839	ATOPPINO_CHARLEYTOPPINO.COM
CTS	1067	TOPPINO	CASSANDRA		46 CYPRESS AVENUE	KEY WEST	FL	33040	305-942-3025	CTOPPINO_GMAIL.COM
CTS	26	TOPPINO	JOHN	P	PO BOX 787	KEY WEST	FL	33041	239-595-7262	JTOPPINO_CHARLEYTOPPINO.COM
CTS	1	TOPPINO	LINDSEY	W	1109 BROAD AVENUE	NAPLES	FL	34102		
CTS	928	TOPPINO	MEGHAN	E	1241 SOLANA ROAD	NAPLES	FL	34103	239-348-5777	mtoppino_hotmail.com
CTS	31	TOPPINO	PAUL	E	1500 CATHERINE ST	KEY WEST	FL	33040	305-797-1000	PAULT_CHARLEYTOPPINO.COM
CTS	33	TOPPINO	RICHARD	J	1D EGRET LANE	KEY WEST	FL	33040	305-797-1002	Richard'toppino_aol.com
CTS	1644	TORRES	ALEXANDER		1019 FORT STREET, APT 10E	KEY WEST	FL	33040	305-780-1713	ALEXANDER.TORRES1977_GMAIL.COM
CTS	1147	TURCIOS	JOSE	E	PO BOX 5316	KEY WEST	FL	33041	786-728-6638	TURCIOS85ELVIS@GMAIL.COM
CTS	1714	VAZQUEZ LOURIDO	LUIS	E	2501 SEIDENBERG AVENUE	KEY WEST	FL	33040	786-933-2284	LUIS1911VAZQUEZ@GMAIL.COM
CTS	1651	VERA	PEDRO	L	70 FATHER TONY WAY	BIG PINE KEY	FL	33043	305-316-5597	verapedro_luis66@gmail.com
CTS	1444	VICENTE	ALBYS	E	23 A 7TH AVENUE	KEY WEST	FL	33040	786-720-3024	NANYV28@GMAIL.COM
CTS	766	VILLA PEREZ	DAVID	P	PO BOX 5227	KEY WEST	FL	33045	305-619-8581	DAVIDVILLA33040@GMAIL.COM

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: [Signature]

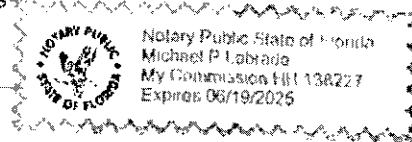
Sworn and subscribed before me this

14 Day of NOV, 2023.

[Signature]

NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____



**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: CHARLEY TOPPINO & SONS INC

Vendor FEIN: 59-2426906

Vendor's Authorized Representative Name and Title: JOHN TOPPINO, TREASURER

Address: PO BOX 787

City: KEY WEST State: FL Zip: 33041

Phone Number: 305-296-5606

Email Address: JTOPPINO@CHARLEYTOPPINO.COM

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: JOHN TOPPINO TREASURER
PRINT NAME *PRINT TITLE*

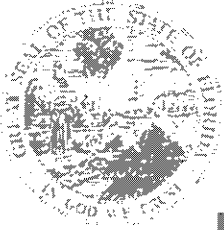
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: 

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 blue 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 and notarized.
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (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.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

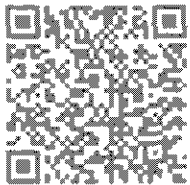
TOPPINO, JOHN PETER

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

LICENSE NUMBER: CGC1518488

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at 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 9/22/2023 Expiration Date: September 30, 2024

GENERAL CONTRACTOR

Comments:

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

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
R74555

DESCRIPTION	ACCOUNT	QTY	PAID
LicenseTRAK			\$358.00
23997 Address: 2011 FLAGLER AVE	APN: 00045270-000000		\$358.00
CONTRACTOR DBPR STATE CERTIFIED			\$358.00
CONTRACTOR DBPR STATE CERTIFIED			\$358.00
TOTAL FEES PAID BY RECEIPT: R74555			\$358.00

Date Paid: Friday, September 22, 2023
Paid By: CHARLEY TOPPINO & SONS INC
Cashier: JLM
Pay Method: CHECK 00093319

#	DESCRIPTION	Asset Tracking	SERIAL #	MODEL #	TITLE #	Title on hand	TAG #
A-81	2006 JEEP		1J4FA44S26P728004	REBUILT AFTER P	94807267		932 QVV
A-82	2012 FORD P/U		1FTFW1CF3CFD08473	F-150 SE	110495720		CV1062
A-84	2012 CHEVY P/U		1GCNCSEAXCZ111262	1500	107254335		324 QAB
A-86	2013 FORD P/U		1FTPN1CF8DKD67007	F-150 SE	112279338		CV1197
A-87	2014 CHEVY IMPALA		2G1155S31E9133897	SEDAN			
A-92	2014 GMC P/U CREW CAB		3GTP1TEH7EG259227	WHITE	117388109		IEX 3K
A-93	2014 GMC P/U CREW CAB		3GTP1TEH4EG266748	WHITE	117888156		867 RGN
A-97	2014 CHEVY VAN		1GCWGFFA0E1137949	WHITE	113397616		292 RRM
A-99	2015 CHEV P/K		3GCPCREH3FG114247	WHITE	116253470		EEK Q70
A-103	2015 GMC		1GTN1TEC1FZ901678	WHITE	122489791		GLM Y35
A-105	2015 GMC SIERRA		1GTN1TEC4FZ901769	WHITE	124543934		HDX L58
A-106	2014 FORD F-250 SUPER DUTY		1FT7W2A62EEB21814		115237346		Y40 NQK
A-108	2018 FORD TRUCK F-150 2ND SUPERCREW		1FTEW1CF2GFA22289	WHITE	120958301		HGY H45
A-112	2017 GMC SIERRA 2500 2WD		1GT11REG7HF118566	WHITE	128053868		ILE C03
A-113	1994 FORD F350 FLATBED		2FDKF38GXRC65563	BLUE	65698205		85BBYP
A-114	2016 CHEVY SILVERADO		1GC1KWE81GF277392	WHITE	125426635		IJC L66
A-116	2018 GMC SIERRA 2500		1GT11REG5JF151314	WHITE	129275855		ISX F39
A-118	2018 ISUZU NPR XD	Yes	JALC4W166J7K00301	BOX TRUCK	129456971		IZLY22
A-119	2017 GMC SIERRA 1500		3GTP1MEH2HG305198	GAZ SUMMIT	128708839		JAF E25
A-120	2014 NISSAN TITAN		1N6BA0CH6EN511050	WHITE	120194655		JAF J20
A-121	2017 ISUZU NPR	Yes	54DB4J1B0HS807293	WHITE	130145611		IzM Q11
A-122	2018 GMC YUKON		1GKS1CKJ7JR234232	SILVER	130306746		QTCV11
A-123	2018 TOYOTA TACOMA		5TFAZ5CN5JX057480	SILVER	O/S		JXC D28
A-126	2018 FORD TRUCK	Yes	1FTBF2A66JEB16619	WHITE	130753978		JMV V61
A-127	2006 FORD F250 - 2WD		1FTNF20526EA11542	WHITE	132031784		JSU M69
A-130	2018 FORD F-150		1FTEX1CB3JKE12486	WHITE	133461495		KGJ V75
A-131	2018 FORD F-150		1FTEX1CP1JKE69264	WHITE	1065701879		KGJ V76
A-133	2019 GMC SIERRA 3500HD		1GD41TCGXKF155899	SUMMIT WHITE	133831717		KEHX91
A-137	2019 TOYOTA TACOMA		5TFRZ5CN2KX084060	WHITE	O/S		LRXQ09
A-138	2017 MERCEDES BENZ SPRINTER VAN		WDZPE8CD3HP522931	WHITE	128358793		LXSJ67
A-139	2019 CHEVROLET SILVERADO 1500 LD		2GCRNCE5K1113593	WHITE	136576745		LIAE23
A-141	2020 GMC CANYON		1GTG5BEN4L1159165	WHITE	138436820		NWSV88
A-143	2019 CHEVY SILVERADO 2500		2GB2CREG6K1225545	SUMMIT WHITE	139433130		NXSC29
A-144	2019 CHEVY COLORADO		1GCGSBE1J1107109	WHITE	129716564		PXVL01
A-145	2021 Chevy Colorado		1GCPTEE11M1127943	SUMMIT WHITE	140223580		QDMW52
A-147	2021 Chevy Colorado		1GCGSBE1J1107109	SUMMIT WHITE	140864624		QGIZ01
A-149	2018 CHEVROLET		3GCPCNEH0JG277889	WHITE	131349900		QTCV10
A-150	2021 GMC YUKON		1GKS2DKL3MR298826	GRAY	LEASE		ISX G54
A-152	2018 CHEVY SILVERADO 2500		1GB3CVBK1AF114785	WHITE	104591544		51ACII
A-153	2003 Freightliner MT-55		4UZAARBW33CM04447	WHITE	91271551		13ARYC
A-154	2021 Chevy Colorado		1GCGSCEN0M1293087	SUMMIT WHITE	145422991		41BDCP
A-155	2022 Ford Explorer XLT		1FMSK7DH0NGA74783	WHITE	145930893		IGLB40
A-157	2022 Nissan Frontier		1N6ED1EJ9NN663916	WHITE	147088142		QDNB15
A-158	2019 Cadillac CT6		1G6KN5R60KU143155	BLACK	136174630		804QII
A-159	2022 Nissan Frontier		1N6ED1EJ6PN608732	WHITE	148738775	YES	AM94SU

2	A	B	C	D	E	F	G	H	I
3	NO.	BACKHOES DESCRIPTION	WEIGHT	SERIAL #	MODEL	TITLE #	DATE DELIVERED	LOCATION	STATUS
4									
5	B-40	1997 CAT EXCAVATOR		1JM00339	375-L	75000		CTS Rockland Pit Quarry	IN SERVICE
6	B-45	2005 CAT B/HOE		FDP25239	420D	42700	5/12/2006		IN SERVICE
7	B-46	2007 CAT B/HOE		JJG00484	324DL	154000	5/4/2007	CTS Rockland Pit Quarry	IN SERVICE
8	B-47	2006 CAT B/HOE		KCX01173	308C	69000	11/8/2007		IN SERVICE
9	B-48	2008 CAT B/HOE	49240	PHX01025	320DL	3453 HRS	8/14/2012		IN SERVICE
10	B-49	2014 CAT B/HOE		PLW00629	329EL	1820	6/18/2014		IN SERVICE
11	B-52	2015 JOHN DEERE B/HOE		1FF075GXJE015481	75G		9/25/2015		IN SERVICE
12	B-53	2016 JOHN DEERE 50G EXCAVATOR		1FF050GXTGH284059	50G		6/24/2016		IN SERVICE
13	B-55	2016 CAT 326 FL EXCAVATOR	58470	WGL00973	326FL		10/4/2016		IN SERVICE
14	B-56	HITACHI TRACKHOE					1/15/2017		IN SERVICE
15	B-57	2013 VOLVO EW180 (RUBER TIRES)		EW180220147	EW180 S1		2/20/2018		IN SERVICE
16	B-59	20 CAT 308E2CRSB		FJX00307	308E2CRSB		RENT-BUY		IN SERVICE
17	B-60	2015 CAT 329FL		ERL00794	329FL		PURCHASED 5.14.19		IN SERVICE
18	B-61	2020 JOHN DEERE 85G EXCAVATOR		1FF085GXEKJ021508	85G		PURCHASED 5.12.20		IN SERVICE
19	B-62	2019 CAT Backhoe		NDJ20877	325FLCR		9/30/2020		IN SERVICE
20	B-63	2020 JOHN DEERE 85G EXCAVATOR		1FF085GXCKJ021721	85G				IN SERVICE
21	B-64	2021 JOHN DEERE 245G	57800	1FF245GXHLF801836	245G		9/23/2021		
22	B-65	2017 CATERPILLAR 420F2		CAT0420FA HWC02150	420F2		2/2/2022		

	A	B	C	D	E	F	H	L
1		CRANES						
2	NO.	DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	STATUS
3								
4	C-23	1983 GROVE 30TH	1K1S130010SK	TMS250B	60260505	MIN68T	Jun-22	NOT ROAD-WORTHY
5	C-24	2013 KENWORTH T370	2NKHHM7X8DM356404	2013 18 TON 500E2 NATIONAL CRANE	121431856	N5897X	Dec-23	IN SERVICE

	A	B	C	D	E	F	G
3	NO.	DESCRIPTION	SERIAL #	MODEL #	TITLE #	DELIVERED	STATUS
4							
5	D-28	1968 INTERN'L DOZER	23276	TD-20B	N/A		IN SERVICE
6	D-34	CAT DOZER D-5	CAT0D5K2EKYY00263	TD5K2LGP	N/A	DEL 01/15/2013	IN SERVICE
7	D-35	CAT DOZER D-5	CAT0D5K2JKYY01341	D5K2LGP	N/A	7/7/2017	IN SERVICE
8							

	A	B	C	D	E	F	G
2		GRADERS				DATE	
3	NO.	DESCRIPTION	SERIAL #	MODEL	TITLE #	DELIVERED	STATUS
4							
5							
6	G-16	2008 LEE BOY	53460	685B			IN SERVICE
7	G-17	1990 HUBER GRADER	M860	M860		10/26/2018	IN SERVICE
8	G-18	2021 Lee Boy Grader 695B	695-247015	695B	N/A	o/s	pending delivery

	A	B	C	D	E	F	G	H
2		LOADERS				DATE		
3	NO.	DESCRIPTION	SERIAL #	MODEL #	TITLE #	DELIVERED	LOCATION	STATUS
4								
5	L-34	2002 CAT LOADER	8CR03546	IT-28G				IN SERVICE
6	L-40	2007 CAT	CAT00908VTAR01138	908		DEL 04/12/2007		IN SERVICE
7	L-41	2008 BOB CAT	A5GK20455	S220				IN SERVICE
8	L-42	2006 CAT LOADER	CAT0930HC DHC01489	930HIT	HNS.1407	DEL 08/22/2012		IN SERVICE
9	L-47	2014 CAT LOADER	HXC02214	924H		DEL 05/09/2014		IN SERVICE
10	L-49	2012 CAT LOADER	HXC02695	924H		DEL 08/07/2015	CTS Rockland Quarry	IN SERVICE
11	L-50	2015 CAT LOADER	JRD00390	908H2		PUR 12/03/2015		IN SERVICE
12	L-51	2015 CAT SKID STEER	BYF01413	246D L1		6/24/2016		IN SERVICE
13	L-52	CAT 908H2	JRD02548	908H2		1/11/2017		IN SERVICE
14	L-53	KUBOTA COMPACT LOADER	31128	SVL75-2HW		10/30/2017		IN SERVICE
15	L-54	2014 CAT LOADER	CAT0930KTRHN03290	930KQC		1/3/2018	MCP Marathon	IN SERVICE
16	L-55	2018 CAT 930 M LOADER	KTG04373	930M		10/12/2018		IN SERVICE
17	L-56	1994 JOHN DEERE	DW544GD545484	544G	67208309	10/26/2018		IN SERVICE
18	L-57	2018 CAT 950GC	M5T01194	950GC		11/5/2018	CTS Rockland Quarry	IN SERVICE
19	L-58	2018 CAT 914M	H2400519	914M		5/1/2020-PICKED UP		IN SERVICE
20	L-59	2015 CAT 930M	KTG00647	930M	N/A	6/30/20-DELIVERED		IN SERVICE
21	L-60	2015 CAT 930M	KTG00645	930M	N/A	7/1/20-DELIVERED		IN SERVICE
22	L-61	2019 JOHN DEERE LOADER	1DW544LZHKF700290	544L	N/A	8/6/2020	MCP Rockland	IN SERVICE
23	L-62	2018 CAT LOADER 950 GC	M5T01210	950 GC	N/A	2/10/2021	CTS Rockland Quarry	IN SERVICE
24	L-63	2021 Kubota 75Compact Track Loader	KBCZ052CCM1C57079	SVL75-2HW	N/A	5/24/2021		IN SERVICE
25	L-65	2022 Kubota	KBCZ052CPM1K62040	SVL75-2HW	N/A	3/10/2022		IN SERVICE
26	L-66	John Deere 524P Loader	1DW524PAVNLZ14711	524 P		2/23/2023		IN SERVICE

1	A	B	C	D	E	F	G	H	J	K	L	M	N	O
2	<u>NO.</u>	<u>MIXERS</u> <u>DESCRIP.</u>	<u>SERIAL#</u>	<u>MODEL#</u>	<u>TITLE#</u>	<u>TITLE STATUS</u>	<u>title on hand</u>	<u>TAG#</u>	<u>EXP DATE</u>	<u>FORM 2290</u>	<u>GW</u>	<u>GW</u>	<u>DATE</u>	<u>STATUS</u>
3												update 2019		
4	2005	KENWORTH	1NKDL00X25R075113	T 800	81558393	NO LIEN	YES	P0465F	Dec-23	FORM 2290	68000	80000		IN SERVICE
5	2014	KENWORTH	1NKDL70X5EJ393573	T800	111999990	NO LIEN	YES	N5743Z	Dec-23	FORM 2290	80000		8/5/2013	IN SERVICE
6	2014	KENWORTH	1NKDL70X3EJ393672	T800	111978508	NO LIEN	YES	N5741Z	Dec-23	FORM 2290	66000	80000	8/5/2013	IN SERVICE
7	2003	KENWORTH	1NKDLT0XX3J397107	T800	113235857	NO LIEN	NO-ORDER	P4114B	Dec-23	FORM 2290	58000	80000		IN SERVICE
8	2003	KENWORTH	1NKDLT0X43J397099	T800	113235763	NO LIEN	NO-ORDER	P6375B	Dec-23	FORM 2290	58000	80000		IN SERVICE
9	2016	PETERBILT	1NPCL70X0GD306976	567	126571876	LIEN	FINANCED	N5640Y	Dec-23	FORM 2290	68000	80000	11/30/2016	IN SERVICE
10	2016	PETERBILT	1NPCL70X9GD306976	567	125571403	LIEN	FINANCED	N5641Y	Dec-23	FORM 2290	68000	80000	11/30/2016	IN SERVICE
11	2016	PETERBILT	1NPSL70X6GD279665	365	127755735	NO LIEN	NO-ORDER	N1762Z	Dec-23	FORM 2290	68000	80000	6/27/2017	IN SERVICE
12	2018	PETERBILT	1NPCL70X9JD419770	567	131535021	NO LIEN	NO-ORDER	P8380B	Dec-23	FORM 2290	68000	80000		IN SERVICE
13	2019	PETERBILT	1NPCL70X4KD605332	567	134195085	LIEN	FINANCED	P8718F	Dec-23	FORM 2290	80000		3/4/2019	IN SERVICE
14	2020	PETERBILT	1NPCLP0XXLD649241	567	139821586	LIEN	FINANCED	P8373B	Dec-23	FORM 2290	68000		9/18/2020	IN SERVICE
15	2021	PETERBILT	1NPCLK0X8MD686339	567	143555422	NO LIEN	YES	P2318E	Dec-23	FORM 2290	68800			IN SERVICE

1	A	B	C	D	E	F
2	NO.	ROLLERS DESCRIPTION	SERIAL #	MODEL #	DATE DELIVERED	STATUS
3						
4	R-03	1981 Case Vibratory	840124421	W-121	est 1981	IN SERVICE
5	R-04	Ramax Trench Roller		PC23/16C	11/13/1992	IN SERVICE
6	R-06	Amerimax	35110740	P33	1/1/1995	IN SERVICE
7	R-20	Walk Behind Roller	8300258	SDS33D	6/25/1993	IN SERVICE
8	R-26	2009 RAM MAX	1537819	P33/ 24HMMR	4/2/2009	IN SERVICE
9	R-27	CAT ROLLER	24001873	CB-24	1/8/2013	IN SERVICE
10	R-28	DYNAPAC ROLLER	10000138E0A011324	CA2500	4/1/2014	IN SERVICE
11	R-29	2009 CAT CB24	CATOCB24P24000545	CB24	9/26/2016	IN SERVICE
12	R-30	2014 BOMAG	101920651004	BW190AD	4/15/2018	IN SERVICE
13	R-31	2018 Bomag Roller	101586081292	BW211D-50 Single	1709 RENTAL-PURCHASE	IN SERVICE
14	R-32	2006 BOMAG ROLLER	901C14603434	BW9ASW	10/26/2018	IN SERVICE
15	R-33	2019 BOMAG ROLLER 8500	101720132239	BMP8500	2/25/2019	IN SERVICE
16	R-34	2019 CAT CB24B	2X401662	CB24B	4/22/2019	IN SERVICE
17						

	A	B	C	D	E	F
1		TRUCK-TRACTORS				
2	NO.	DESCRIPTION		Asset Tracking	SERIAL #	MODEL #
3						
4	T-41	1998 Ford tractor TL-31	TRACTOR		1FTYN90K0WVA35580	L-9501
5		2000 Ford Sterling Flat Bed	WATER TRK	Yes	2FZHRJACZZAA02091	SL-8501
6		2005 MACK GRANITE	DUMP	Yes	1M2AG11C65M015595	CV713
7	T-48	2005 MACK GRANITE	DUMP	Yes	1M2AG11C85M015596	CV713
8	T-49	1997 FORD WATER TRUCK	WATER TRK	Yes	1FDXN80E6VVA34167	8500
9		1999 Kenworth		Yes	1NKDLU0X9XJ831755	T-800
10		1999 Moffett FORLIFT (MCP)			9777	M-5000
11	T-55	L805 Flatbed			1FDXN80F1WVA09106	L80501
12		1998 Freightliner Step Van	VAN		4UZA3NT21WC919191	39/cam
13		1997 INTERN'L WATER TRUCK	WATER TRK	Yes	1HTSDAAN0VH464561	4900 HD
14		2000 INTERN'L FLATBED	CTS FLATBED	Yes	1HTSCAAN9YH321163	
15		2007 CHEVY			1GBJC39K67E595360	
16		FORD BOX TRUCK VAN	BOX TRUCK / VAN		1FDWE37S1WBH58759	
17		2001 STERLING FUEL TRUCK	FUEL TRK		2FZHANBS31AJ49796	
18		2006 KENWORTH TRACTOR	LOWBOY-CONCRETE TANKER	Yes	1XKDDBOX06J150261	T8000
19		2004 FORD F-650 WATER TRUCK	WATER TRK	Yes	3FRNF65A35V112009	F650
20		2009 CHEVY 5500 HD		Yes	1GBE5C3979F404916	5500 HD
21		2015 ISUZU NPR/GASOLINE			54DB4J1B7FS804047	NPR
22		1999 INTERNATIONAL	WATER TRK	Yes	1HTSDAAN1YH240932	4900HD
23	T-87	2015 WESTERN STAR 4700SF	DUMP	Yes	5KKMAVDV0FPGC4847	4700SF
24	T-88	2015 WESTERN STAR 4700SF	DUMP	Yes	5KKMAVDV7FPGC4845	4700SF
25	T-89	2014 WESTERN STAR 4700SF	DUMP	Yes	5KKMAVDV7EPFS5946	4700SF
26		2007 INTERNATIONAL 4300	Water Truck	Yes	1HTMMAAN27H415230	4300
27	T-92	DUMPER 6001-DW60	OFFROAD DUMP		WNCD1801CPAL01206	DW60
28	T-93	DUMPER 6001-DW60	OFFROAD DUMP		WNCD1801JPAL00188	DW60
29	T-94	2018 WESTERN STAR 4700SB	DUMP	Yes	5KKMAXDV1JLJZ3562	4700SB
30	T-95	2019 WESTERN STAR 4700SB	DUMP		5KKMAXDVXKLKG2696	4700SB
31	T-96 (MCP)	2018 WESTERN STAR 4700SB	DUMP	Yes	5KKMAXDV8JLJY4129	4700SB
32		2019 ISUZU FUEL TRUCK	FUEL TRK	Yes	JALE5W163K7302050	
33	T-98	2019 PETERBUILT 337 TRACTOR	TRACTOR	Yes	2XP2AJ7X8KM611994	337
34	T-99	2019 PETERBUILT 337 TRACTOR	TRACTOR	Yes	2XP2AJ7XXKM611995	337
35		2019 PETERBUILT 337 TRACTOR	TRACTOR	Yes	2XP2AJ7XXKM611351	337
36		2019 FORD F-750	FLATBED	Yes	1FDWF7DC6KDF03285	F750
37	T-102	2019 DODGE RAM 5500		Yes	3C7WRNBL1KG540592	5500
38		2020 PETERBILT 579 TRACTOR	TRACTOR-LOWBOY	Yes	1XPBDP9X8LD662166	579
39		2012 FORD F750	DUMP		3FRWF7FC4CV397455	750
40		1999 KENWORTH TRACTOR	TRACTOR-CONCRETE TANKER		3WKDDB9X1XF831294	
41		2015 International 8600 Tractor	TRACTOR-CONCRETE TANKER		1HSHXSNR9FH652913	8600
42		2011 International 8600 SBA 6x4	LOWBOY		1HSHXSJR6BJ392414	8600
43	T-108	2022 Dodge 3500 Service Truck	Mechanics crane truck		3C7WRTAJ2NG417215	3500

	A	B	C	D	E	F
1		TRAILERS				
2	NO.	DESCRIPTION	SCOW	Asset Tracking	SERIAL #	MODEL #
3						
4		1993 Home Made Trailer			NOVIN000082608072	6" yellow pur
5	TL-40	1994 Trailer Tilt (RED) W/GENERATOR			BT00274	Bob Cat
6		1996 Borco	SCOW		1B9DS2528TP313009	
7		1998 B/Hoe TL.			NOVIN0200057315	
8		2002 CLEVELAND TL.	LOW BOY		4MNDK252221001520	10 Ton TL
9		2004 AMERICAN PACE	ENCLOSED TRAILER		4FPFB10194G078271	JT610SA
10		2005 UTILITY TL			HITCH582000060805	5+8
11		2006 CARGO			5NHUFT0116U209935	
12		1979 PIPE CREW OFFICE			7U93074019	
13		Grout Pump			NOVIN0200862825	
14		2014 LOW BOY EAGER BEAVER	LOW BOY		112SD2492EL079438	50GSL/3
15		2014 HITCH KING (PAUL TOPPINO)	PERSONAL-PAUL TOPPINO		H1TK4820007201450	
16		1988 SUN	BLACK DUAL AXLE SHOP TRAILER		154CH1623JT010547	
17		2015 SWTM 7x16 CARGO TRAILER	jobsite	Yes	1S907X164FM982079	SW-07X16T
18		2016 8.6 X 18FT TANDEM AXEL ENCLOS	JOSES ENCLOSED TRAILER		1S986X18XGM982290	SWTM
19		2014 CONTINENTAL TRAILER	JESSIES TRAILER-ENCLOSED		5HUNS428EU107336	
20		2018 TRAIL-EZE	LOW BOY		1DAHFCX2XJP022297	TE80HT40
21		2017 PALMER TRAILER	SCOW		1P924HS29HA003422	TA24H
22		2018 PALMER TRAILER	SCOW		1P924HS22JA003445	TA24H
23		2001 SIMPLX TRAILER			1S91112161S369181	
24	TL-70	2019 PACE TRAILER			53BPTEA23KU034031	
25	TL-71	2008SUNCOAST TRAILER			1S9E0121181303044	
26	TL-73	2020 DIAMOND C DECK OVER	TRAILER		46UFU3023L1225889	
27	TL-74	2021 FOREST RIVER	TRAILER		5NHUNS219MU128513	GANS712SA
28	TL-75	2020 PALMER TA-24H	TRAILER		1P92HS22LA003724	TA-24H
29	TL-76	2007 COTC Trailer	TRAILER		4YMCL12167G078269	
30	TL-77	2022 FELLING	DECK OVER TRAILER		5FTCF322N1007656	FT-20-2
31	TL-78 MCP	2022 CONCRETE TRAILER	CONCRETE TRAILER		3H4SS4220N3118809	
32	TL-79 MCP	2022 CONCRETE TRAILER	CONCRETE TRAILER		3H4SS4220N3118986	
33	TL-80 MCP	2023 HEIL CONCRETE TRAILER	CONCRETE TRAILER		3H4SS4128P3119761	MW CEMENT
34	TL-81	2022 CONTINENTAL CARGO TRAILER	CARGO TRAILER		5NHUNS426NU137748	GANS714TA2
35	SEC BLDG	2020 PAHL	SECURITY BUILDING		PHH340FL1921826B	
36	SEC BLDG	2020 PAHL	SECURITY BUILDING		PHH340FL1921826A	
37						

No	MISC. Description	Serial #	Model #	Title #	Tag #	STATUS
FL-02 / MISC-47	Clark forklift 8000lbs	Y685-192-4130	C500-Y80-G			OUT
FL-03 (MCP)	1987 Clark Forklift R/mix 38,000 lb. Shop	Y1015-74525	P/L 2367531			OUT
FL-04	Hyster, Forklift 2.5 Tons H60XM 6,000 lb	D1778412874	H60XM			OUT
FL-05	Nissan Fork Lift 8,000 LB Diesel	YF03-002437	YF03A35TV		shop cts	IN SERVICE
FL-06 (T-52 MCP)	'99 Moffett Forklift (T-52; FL)	9777				IN SERVICE
FL-07	2013 FORKLIFT CAT P6500 (S/N AT14E50120)	AT14E50120			shop cts	IN SERVICE
FL-07	2015 BEC BLANK FORKS (SHOP FORK LIFT)					
FL-08	HYUNDAI FORKLIFT 25L-7A S/N HHF08CB0000524	HHF08CB0000524			at mcp	IN SERVICE
FL-09	HYSTER H90FT 2007 DIESEL	N005V02804E	HYSTER H90FT			IN SERVICE
FL-10	HYUNDAI 30D-9	HHKHNN13PHDD2287	30D-9		MCP MARATHON	IN SERVICE
FL-11	mitsubishi FD30N 6,000LB FORKLIFT (MR LIFT TRUCK)	AF14E30194			SHOP	IN SERVICE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2023

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

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

PRODUCER Marsh & McLennan Agency LLC 9850 NW 41 St Ste 100 Miami FL 33178		CONTACT NAME: Iliana Abbate PHONE (A/C, No, Ext): E-MAIL ADDRESS: FLCertificates@MarshMMA.com FAX (A/C, No):	
INSURED Charley Toppino & Sons Inc. Monroe Concrete Products Inc. PO Box 787 Key West FL 33041		INSURER(S) AFFORDING COVERAGE	
CHARLTOPPI		INSURER A: Travelers Indemnity Co of America	NAK # 25666
		INSURER B: Phoenix Insurance Company	25623
		INSURER C: Evanston Insurance Company	36378
		INSURER D: Travelers Indemnity Company	25658
		INSURER E: Travelers Property Casualty Co of Amer	36161
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1639885963

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSP) (YYY)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		DTCO3202M181TIA23	5/19/2023	5/19/2024	EACH OCCURRENCE (BASE TO RENEW): \$ 2,000,000 PREMISES (EA occurrence): \$ 300,000 MED EXP (Any one person): \$ 10,000 PERSONAL & ADV INJURY: \$ 2,000,000 GENERAL AGGREGATE: \$ 4,000,000 PRODUCTS - COMP/OP AGG: \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY AUTOS ONLY		810ON4284482326G	5/19/2023	5/19/2024	COMBINED SINGLE LIMIT (Per accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP3J6572212326	5/19/2023	5/19/2024	EACH OCCURRENCE: \$ 10,000,000 AGGREGATE: \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	UB4K5263682326G	5/19/2023	5/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE: \$ 1,000,000 E.L. DISEASE - POLICY LIMIT: \$ 1,000,000
C	Pollution		MMAEV003528	2/2/2023	2/2/2026	Aggregate: 5,000,000

DESCRIPTION OF OPERATIONS / LOGATIONS / 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.
 E, Professional Liability Policy #MMAENV003528, Eff Dated 2/2/23 - 2/2/25, Limit \$1,000,000 Each Act, Error Or Omission Limit, \$1,000,000 Aggregate Limit. Retroactive Date: 02/02/2019

Proof of insurance only.

CERTIFICATE HOLDER

Charley Toppino & Sons Inc.
 Monroe Concrete Products Inc.
 PO Box 787
 Key West FL 33041

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.

AUTHORIZED REPRESENTATIVE

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Major Projects

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
TOMMY ROBERTS MEMORIAL STADIUM	Name: Ajax Building Corp Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	5/15/2023	UNDERGROUND UTILITIES, EARTHWORK,	ACTIVE	\$3,498,543.00
KWIA TAXIWAY A EXTENSION AND MITIGATION	Name: MONROE COUNTY BOCC Address: 508 WHITEHEAD ST. KEY WEST, Telephone: 305-292-4426	Name: Charles Waller Com: Jacobs Engineering Group Telephone: 904-636-5432	11/17/2021	UTILITIES, DRAINAGE CONCRETE RESTORATION	PRE-CON	\$7,210,999.66
FKA STOCK ISLAND DISTRIBUTION PUMP STATION	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: JOEL SMASON Company: CAROLLO ENGINEERING Telephone: 561-868-6403	9/23/2020	PUMP STATION INSTALLATION	COMPLETE	\$5,527,874
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
SUGARLOAF SCHOOL SITEWORK	Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	4/15/21	UTILITIES GRADING ASPHALT	ACTIVE	\$3,884,348.24
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 INSTALLTION, PAVEMENT, STRIPING	COMPLETE	\$4,097,278.47
WRECKERS CAY APARTMENTS	Name: Gediminas Bulota Integra Investments Telephone: 305-774-0110	Name: Aldo Minozzi Company: PQH Group Telephone: 904-224-0001	3/30/2021	MULTI-UNIT HOUSING CONSTRUCTION	ACTIVE	\$44,881,021

MAJOR

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
KWIA ACCESS ROAD	Name: BETH LETO 3491 S ROOSEVELT BLVD, KEY WEST Telephone: 305-809-5239	Name: Scott Kunselman Company: McFarland Johnson Telephone: 321-431-7029	3/19/21	CLEARING, ASPHALT, STRIPING, DRAINAGE	ACTIVE	\$3,213,636
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
ISLAMORADA TRANSMISSION MAIN	Name: MICHEL'S PIPELINE Address: 817 Main St, Brownsville WI Telephone: Justin Cooke, 920-924-4300	Name: NITA M. NAIK Company: WADE TRIM Telephone: 813-882-4373	3/3/2017	WATER MAIN INSTALLATION; INJECTION WELLS	ACTIVE	\$23,717,966
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	COMPLETE	\$4,765,712.00
UNITED STREET IMPROVEMENTS	Name: CITY OF KEY WEST Address: 1300 White St, Key West Telephone: 305-292-4426	Name: Karen Falkenberry Company: JACOBS ENGINEERING Telephone: 813-2823500	4/10/23	EARTHWORK, DRAINAGE INSTALLTION	ACTIVE	\$4,860,063
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

PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
FDOT E6L20-S ROOSEVELT BLVD	Name: GENERAL ASPHALT CO Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	Name: Manosh Varghese Metric Engineering, Inc: 13940 SW 136th St, Miami, FL 33186 Telephone: 305-293-9440	8/23/22	DRAINAGE, EARTHWORK, UTILITIES, PUMP STATION	ACTIVE	\$10,556,104.42
FKA 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
KWIA CONCOURSE A AND TERMINAL	Name: SIMV I, LLC Address: 2121 PONCE DE LEON BLVD STE 1250, CORAL GABLE, FL 33134 Telephone: 305-296-3904	Name: MICHAEL GIARDULLO Address: 201 W. MARION AVE STE 1306, PUNTA GORDA, FL Telephone: 941-505-1700	09/19/2022	SITWORK, AIRPORT RAMP/ APRON	ACTIVE	\$10,556,104
BIG PINE OBSERVATION PLATFORM AND REYNOLDS ST PIER	Name: NVZA Gulf KeyStar JV Address: 9100 S. Dadeland Blvd, Miami, FL Telephone: 305-202-0610	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 Address: 3030 HARTLEY RD, 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, LTD 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



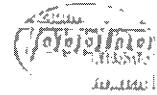
Allen Perez
Owner
Perez Engineering
305-293-9440



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
1010 Kennedy Dr.
Key West, FL 33040
(305) 292-3842



Company Officers and Directors

CT&S company officers

Title President

Toppino, Richard

10 Egret Lane

Key West, Fl

Title Secretary

Toppino, Daniel P

Po Box 787

Key West, Fl 33041

Title Treasurer

Toppino, John

#18 Calle Uno

Key West, Fl 33040

Title Executive Vice President

Toppino, Paul

1500 Catherine Street

Key West, Fl 33040

Title Vice President

Toppino, Andrew

129 Toppino Industrial Dr

Key West, Fl 33040

Title CFO

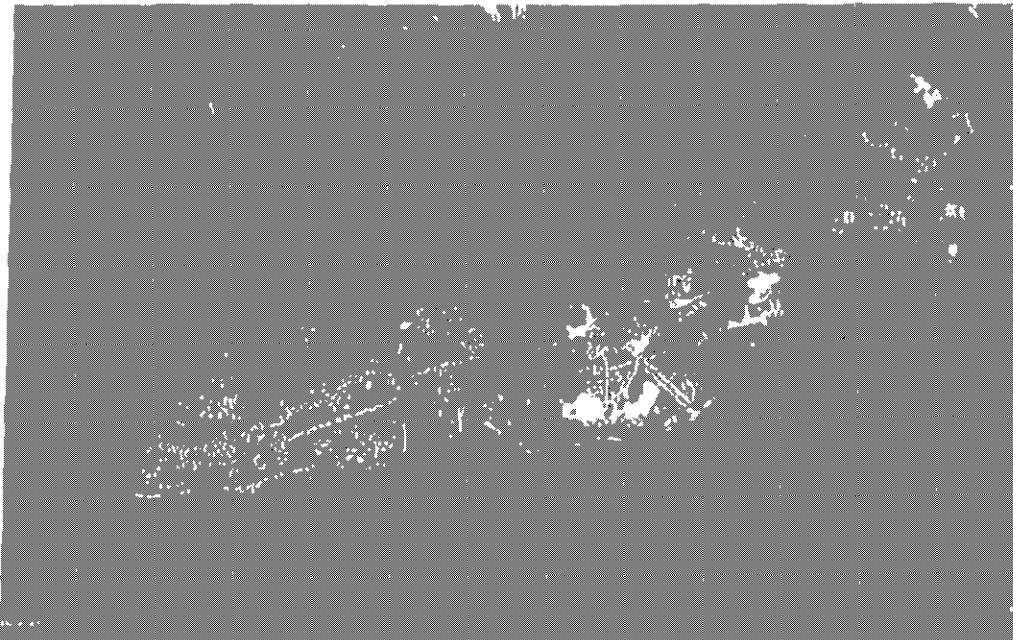
Peattie, Ashley

Po Box 787

Key West, Fl 33041

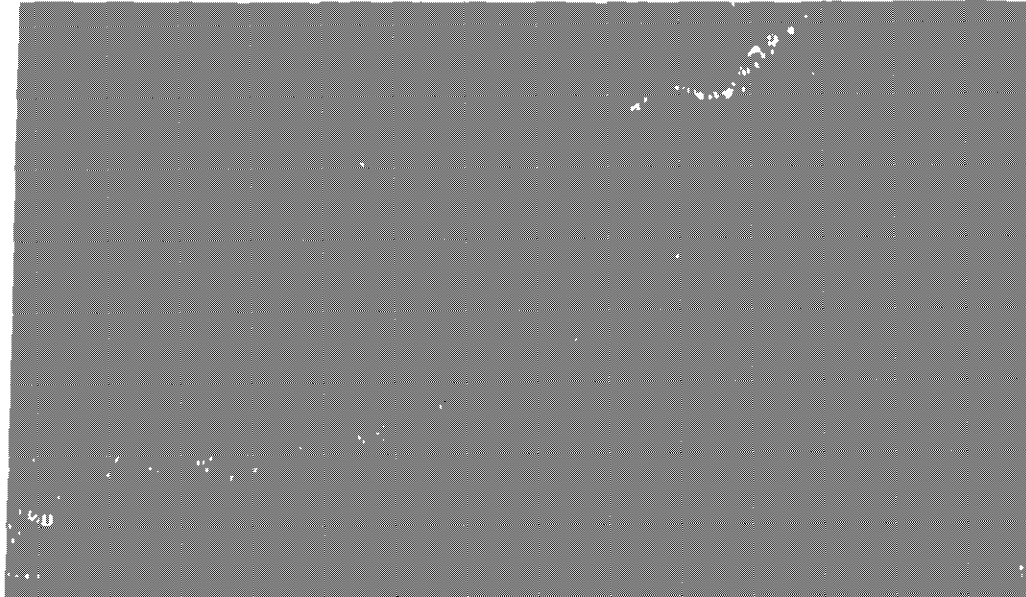


Key West & Lower Keys



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

Middle & Upper Keys



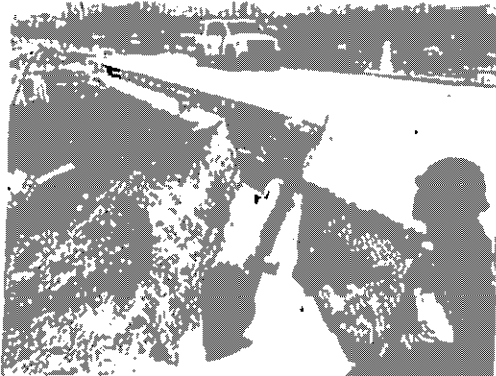
- > **Stanley Swilnik Elementary Sirework & Underground Utilities**
> \$3,775,000.00
- > **FDOT Hurricane Irma Repairs 16489**
> \$6,102,466.00
- > **Marathon Airport Taxi Lanes**
> \$2,366,000.00
- > **Big Pine Observation Platform & Reynolds St. Pier**
> \$762,854.75
- > **FDOT Hurricane Irma Repairs 16476**
> \$1,873,536.00
- > **FDOT Summerland Key Roadway & Drainage E&K75**
> \$2,000,000.00
- > **Tarpon Harbor Marathon**
> \$2,154,405.00
- > **Lazy Lake RV Resort Utilities Improvements**
> \$753,000
- > **Plantation Key Courthouse Demolition & Sirework**
> \$2,320,735.00
- > **Cudjoe Regional Wastewater Collection System**
> \$5,400,000.00
- > **Cross Key WWTP**
> \$4,148,000.00
- > **FDEP Dagny Johnson State Park**
> \$900,000.00
- > **Marathon Library**
> \$645,900.00
- > **Fishermen's Hospital**
> \$2,725,555.00
- > **US Coast Guard Station Marathon**
> \$374,319.00
- > **Saddle Bunch Keys Bike Path**
> \$450,000.00
- > **FKAA Breezy Pines Improvements**
> \$1,309,084.00
- > **FKAA Big Pine Key Repump Station**
> \$919,020.00
- > **FDEP Heritage Trail: Key Haven to Big Coppitt**
> \$2,152,268.00
- > **FDEP Bahia Honda Sandspur Restoration**
> \$2,962,347.00
- > **FDEP Heritage Trail: Spanish Harbor to 7 Mile Bridge**
> \$4,083,000.00
- > **Grassy Flats Resort Marathon Site Development**
> \$687,569.40



Tab 2 - Job Highlights

Truman Waterfront Park

- 1,500 LF of roadway FDOT standard
- Installed 15,000 LF of underground utilities to include fire suppression, water, drainage, sanitary drainage and irrigation up to 24" in diameter
- Installed a Water Park feature with public bathrooms

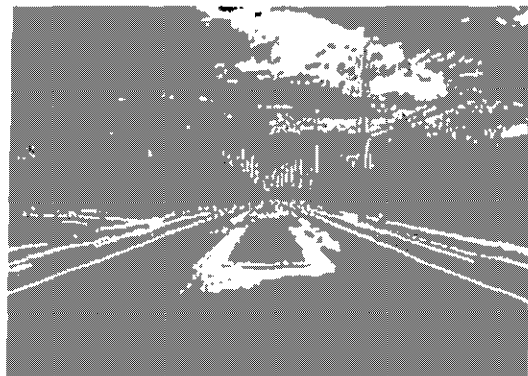


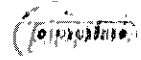
FKAA Sombrero Beach Rd

- Installation of 3,000 LF of 6" Water Main and 4,500 LF 12" Water Main
- Installed all service connection, fire hydrants and waste meters
- Roadway reconstruction

Stock Island Roadway & Drainage

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

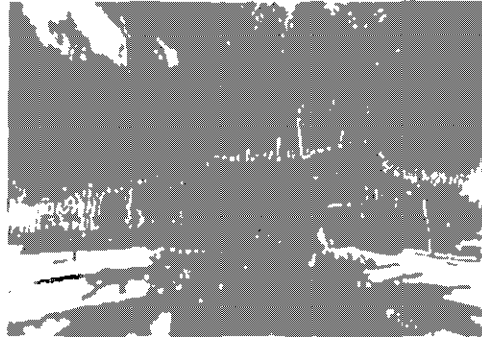




Job Highlights

Stock Island Marina Village

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



NAS Boca Chica Main Extension

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

FCAA Key Haven FM Extension

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



PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2023,
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 him 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 24-001 CITY OF KEY WEST PUMP STATION G REHABILITATION, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ 2023, 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 300 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 \$1,699.00 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.

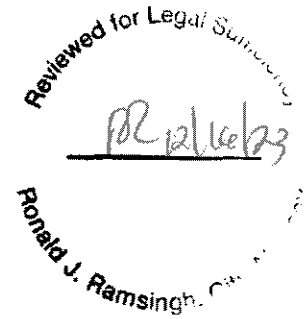
IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ Day of _____, A.D., 2023.

CITY OF KEY WEST

By [Signature] Attest [Signature]
DEC. 20, 2023

Title City Manager



CONTRACTOR

By _____ Attest _____

Title _____

CONTRACT

This Contract, made and entered into this 18th day of Dec. 2023,

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

Charley Toppino & Sons, Inc

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him 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 24-001 CITY OF KEY WEST PUMP STATION G REHABILITATION, Key West, Florida to the extent of the Bid made by the Contractor, dated the 15th day of November 2023, 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 300 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 \$1,699.00 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.

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


18th Day of December, A.D., 2023.

CITY OF KEY WEST

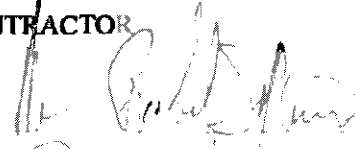


Title City Manager

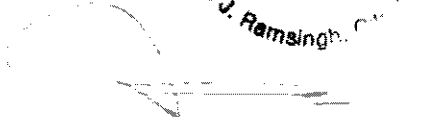

Attest Dec. 20, 2023

Reviewed for Legal Sufficiency

Ronald J. Ramsingh, Clerk

CONTRACTOR

By 

Title President

Attest 

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____,

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2023, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

CITY OF KEY WEST OIL AND GAS WASTE STATIONS

attached hereto, with the CITY, dated _____, 2023, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the permit form, coral

relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____		
Vendor FEIN: _____		
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____		
Email Address: _____		

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: _____	
<i>PRINT NAME</i>	<i>PRINT TITLE</i>
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.	
Authorized Signature: _____	

From: [Michael Labrada](#)
To: [Todd C. Stoughton](#); [Gary Volencic](#); [Kelly M. Crows](#); [Steve Gardner](#); [City Clerk External E-Mail](#)
Cc: [Richard Toppino](#); [Andrew Toppino](#); [Roman Orofino](#); [Jason Pfahl](#)
Subject: [EXTERNAL] ITB # 24-001 - Local Vendor Ordinance
Date: Wednesday, November 15, 2023 3:46:30 PM
Attachments: [Local Vendor Form - ITB 24-001.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

The purpose of this email is to evoke the local vendor preference pursuant to City of Key West Ordinance 09-22 Section 2-798 regarding today's bid opening for the "Pump Station G Rehabilitation" (ITB # 24-001).

The bid for Charley Toppino & Sons, Inc of \$2,737,144.00 is within the 5% margin of the lowest apparent bid of \$2,639,000.00. The local vendor certification was submitted with our bid and is re-attached for your review.

We are willing to match the lowest qualifying bid. Please let us know what you may need from us in this matter.

Thank you,

Michael Labrada

Contract Administrator

mlabrada@charleytoppino.com
(305) 304-9356
(305) 296-5606

Key West: 129 Toppino Industrial Drive Key West, FL 33040



The information contained in this transmission may contain privileged and confidential content. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited.

Sec. 2-798. - Local business enterprise preference.

- (a) *Definition.* A business shall be considered a local business enterprise if it meets all of the following requirements: a business with its principal address as registered with the Florida 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 principal address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation; maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries, and having paid all current license taxes, and any other fees due the city at least 24 hours prior to the publication (construed as 7:00 a.m. of the date of publication in the relevant newspaper) of the call for bids or request for proposals. Post office box numbers may not be used to establish status as a local business enterprise. If a business is a joint venture, it is sufficient for qualification as a local business enterprise if at least one of the joint venture partners meets the test set forth in this subsection, and the combined local workforce of the joint venture is maintained at a level of at least 50 percent of the total number of employees engaged in the venture. At least one member, director or principal of the entity desiring to qualify as a local business enterprise shall reside within 30 miles of the boundaries of the City of Key West as indicated by a Florida driver's license or Florida identification card. In the event a business meets all the requirements enumerated above with the exception of having its principal address as registered with the Florida Department of State located within 30 miles of the boundaries of the city, it shall be sufficient to qualify as a local business enterprise if it has maintained an office within 30 miles of the boundaries of the City of Key West for the past five years, during which period of time it has regularly and continuously conducted business from such location.
- (b) *Preference.* In the purchase of or the contract for goods, services, or construction of capital improvements, the city commission or, in the case of purchases and contracts which are not required to be approved by the city commission, the city finance department may give a preference to a responsive and responsible local business enterprise as specified herein. Any required notice of bid or request for proposals for matters subject to the local preference provided for in this section shall contain a provision notifying prospective bidders or responders of the applicability of the local preference.

Except where otherwise provided by this Code, federal or state law or other funding source restrictions, purchases of goods, general services, or professional services by the city may give preference to local businesses in the following manner:

- (1) Under a competitive bid solicitation, when a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the nonlocal business, then the local business with the apparent lowest bid offer (i.e., lowest local bidder) may have

the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive nonlocal bidder within three (3) working days of a notice of intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest nonlocal bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest nonlocal bid price(s), then the award shall be made to the nonlocal business.

- (2) For requests for proposals in which objective factors are used to evaluate the responses from vendors and are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked proposer and the ranking of a qualified and responsive local business is within five percent (5%) of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three (3) working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest ranked qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.
- (c) *Exceptions.* The local business enterprise preference provided for by this section shall not be applied where the application of the preference would conflict with a statute, administrative rule, or the terms of any grant funding the purchase or contract; or in the procurement of services described in section 2-797(4).
- (d) *Certification of eligibility.* Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid or proposal, or who is not prequalified as a local business enterprise pursuant to procedures to be implemented by the city manager, shall not be granted local preference consideration for the purposes of that specific award.
- (e) *Waiver of the application of local preference.* The application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written recommendation of the city manager and approval of the city commission.
- (f)

Comparison of qualifications. The preferences established herein in no way prohibit the right of the city to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city from giving any further preference permitted by law instead of or in addition to the preferences granted herein.

(g) *Change orders.* Notwithstanding the provisions of section 2-845, in the event a local bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the city commission.

(Code 1986, § 1.266(c); Res. No. 06-292, § 1, 9-6-2006; Ord. No. 09-22, § 1, 12-3-2009; Ord. No. 19-28, § 3, 9-17-2019)

From: [Steve Gardner](#)
To: [Joshua Vondersaar](#)
Cc: [City Clerk](#); [Keri O'Brien](#); [Kelly M. Crowe](#)
Subject: RE: [EXTERNAL] RE: [EXTERNAL] Key West - Pump Station G
Date: Wednesday, November 29, 2023 9:06:00 AM
Attachments: [CTS BID PUMP STATION G.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[CTS BID PUMP STATION G - REVISED.pdf](#)
[PS G-Accounts and Amounts.pdf](#)

Good morning Mr. Vondersaar,

Please see the attached documents per your request:

- Charley Toppino & Sons, Inc. original bid package
- Charley Toppino & Sons, Inc. revised bid package with employee roster within
- City of Key West funding sources for Pump Station G Rehabilitation

Regards,

Steve Gardner
Senior Project Manager
City of Key West, Utilities Department

From: Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>
Sent: Tuesday, November 21, 2023 2:08 PM
To: Steve Gardner <sgardner@cityofkeywest-fl.gov>
Cc: City Clerk <cityclerk@cityofkeywest-fl.gov>; Keri O'Brien <kobrien@cityofkeywest-fl.gov>; Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] Key West - Pump Station G

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you Mr. Gardner,

We are disappointed to hear this through email and to learn about this matter as we were hopeful to build this project with the City of Key West.

Reynolds requests the following to allow our examination:

- Reynolds would like to examine, or have a copy of Toppino's original bid documents.
- Reynolds would like to have a copy of Toppino's revised bid as mentioned in the below transmittal.

- Reynolds requests the funding source(s) for the project funds.
- 50% of employees have a mailing address within 30 miles of the project.
 - Please confirm that the City of Key West has confirmed that 50% of Toppino's work force is local based off of their state / federal identification.

Please let us know when Reynolds may examine this information and/or information is confirmed.

Thank you, we appreciate your time.

Josh

Josh Vondersaar

Reynolds Construction, LLC

6103 Gulf of Mexico Blvd. | Marathon, FL

Mobile: 317 832.5987

joshua.vondersaar@reynoldscon.com | www.reynoldscon.com

The Trusted Name for 85+ years

From: Steve Gardner <sgardner@cityofkeywest-fl.gov>

Sent: Tuesday, November 21, 2023 1:27 PM

To: Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>

Cc: City Clerk <cityclerk@cityofkeywest-fl.gov>; Keri O'Brien <kobrien@cityofkeywest-fl.gov>; Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>

Subject: RE: [EXTERNAL] Key West - Pump Station G

WARNING: This email originated outside of Reynolds Construction. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Vondersaar,

Thank you for bidding the City's project, Pump Station G Rehabilitation. As you are aware, there were two bids, yours in the amount of, \$2,639,000 and Charley Toppino & Sons, Inc. in the amount of \$2,737,144. The difference between the two bids is less than five percent. Charley Toppino & Sons, Inc. chose to exercise their right under City of Key West Ordinance 09-22 Section 2-798 Local Business Enterprise Preference which allows the responsive, responsible local business the opportunity to submit an offer to match the price(s) offered by the lowest qualified and responsive non-local bidder. Charley Toppino & Sons, Inc. has indicated to the City of Key West that they will submit a revised bid to match that of Reynolds Construction, LLC within three (3) business/working days prior to the City's intent to award on December 14, 2023. Provided that their revised bid is submitted per the language spelled out in the Ordinance, it is the City's intent to award the contract to Charley Toppino & Sons, Inc. Thank you again for your interest in this project and your bid.

Regards,

Steve Gardner
Senior Project Manager
City of Key West, Utilities Department

From: Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>
Sent: Wednesday, November 15, 2023 3:50 PM
To: Steve Gardner <sgardner@cityofkeywest-fl.gov>
Cc: City Clerk <cityclerk@cityofkeywest-fl.gov>; Keri O'Brien <kobrien@cityofkeywest-fl.gov>; Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>
Subject: [EXTERNAL] Key West - Pump Station G

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Steve,

Good afternoon.

It appears that Reynolds is the apparent low contractor for the Pump Station G project.

Reynolds looks forward to working with the City and yourself.

I will be your contact during the procurement phase of the project.

Please let me know if you have any questions or concerns.

Thank you and we look forward to working with the City of Key West.

~ Reynolds

Josh Vondersaar

Reynolds Construction, LLC

6103 Gulf of Mexico Blvd. | Marathon 33050

PH: 888.727.8000

joshua.vondersaar@reynoldscon.com www.reynoldscon.com

:

The Trusted Name for 85+ years

From: Steve Gardner <sgardner@cityofkeywest-fl.gov>
Sent: Monday, October 16, 2023 10:43 AM
To: Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>

Cc: City Clerk <cityclerk@cityofkeywest-fl.gov>; Keri O'Brien <kobrien@cityofkeywest-fl.gov>; Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>

Subject: RE: [EXTERNAL] Questions: CofKW - Pump Station G - Contractor Questions

WARNING: This email originated outside of Reynolds Construction. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Mr. Vondersaar,

Your request was received, however we are under the Cone of Silence for this project. All questions will be addressed at the mandatory pre-bid meeting and answered in an addendum after the meeting and distributed to all prospective bidders.

Regards,

Steve Gardner
Senior Project Manager
City of Key West, Utilities Department

From: Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>

Sent: Saturday, October 14, 2023 4:41 PM

To: Steve Gardner <sgardner@cityofkeywest-fl.gov>

Subject: [EXTERNAL] Questions: CofKW - Pump Station G - Contractor Questions

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Reynolds Construction:

1. On the bid sheet, please confirm if item 5.C. is the correct quantity or unit (SY).
2. Please confirm that \$1,699 is the correct liquidate damage amount.
3. With liquidated damages, are SC and FC concurrent?
4. Provided that the bid form indicates that the Mob/Demob may not exceed 5% of the bid amount, please confirm what the max percentage that the mobilization line item may be utilized out of the 5%.
5. Please confirm that the retention amount in the contract is accurate provided Florida Law.
6. Is the project "Buy American" or any other similar requirements?
7. Please confirm if the project has Davis Bacon wages.

8. Please confirm if the City will provide temporary water, or clarify what entity will fund it.
9. In the matter of project as-builts.
 - a. Will a professional surveyor be required?
 - b. Will the drawings need to be performed in CAD?
10. Please confirm if a post construction video is required.
11. Please provide historical flow data for a least the last 12 months.
12. Please provide the submittal of the pump base plates from the last installation.
13. Please confirm that Aluminum will be utilized in the wet well.

From: [Steve Gardner](#)
To: [Joshua Vondersaar](#)
Cc: [City Clerk](#); [Ken O'Brien](#); [Sean McCoy](#)
Subject: RE: [EXTERNAL] RE: [EXTERNAL] Key West - Pump Station G
Date: Wednesday, December 5, 2023 8:21:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Good morning Josh,

Item 2A was addressed in Addendum 3, allowing up to 10% for the Total Base Bid for Mobilization/Demobilization.

Per your concern regarding subcontracting and listing of, please refer to item 33 in the General Conditions in the front end documents:

33. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within 10 days after the execution of the Contract, the CONTRACTOR shall submit to the ENGINEER the names of all SUBCONTRACTORS Proposed for the work, including the names of any SUBCONTRACTORS that were submitted with the Bid. The CONTRACTOR shall not employ any SUBCONTRACTORS to which the OWNER may object to as lacking capability to properly perform work of the type and scope anticipated.

The CONTRACTOR is as fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the OWNER or ENGINEER.

I hope this information answers your concerns.
Regards,

Steve Gardner
Senior Project Manager
City of Key West, Utilities Department

From: Joshua Vondersaar <joshua.vondersaar@reynoldskon.com>
Sent: Tuesday, December 5, 2023 2:26 PM
To: Steve Gardner <sgardner@cityofkeywest-fl.gov>
Cc: City Clerk <cityclerk@cityofkeywest-fl.gov>; Keri O'Brien <kobrien@cityofkeywest-fl.gov>; Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] Key West - Pump Station G

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Mr. Gardner,

Good afternoon.

In addition to the below, please note that there is not an electrician noted in the subcontractor's.

There were two quotes on this project, FKE and Nearshore. Both quotes are in excess of \$250K with a range up to \$400K.

Based off of the importance of the electrical on this project in terms of timing, importance and scope of work I would consider them "significant".

I do not believe that CTS self performs this scope of work and I am not certain why the electrical is omitted on all bidding documents.

Please let us know how the City of Key West intends to proceed.

Thank you.

Josh Vondersaar

Operations Manager, VP MidSouth Facilities

Reynolds Construction, LLC

300 East Broad Street | Fairburn, GA | 30213

Mobile: 317.832.5987

| www.reynoldson.com

The Trusted Name for 85+ years

From: Joshua Vondersaar

Sent: Tuesday, December 5, 2023 6:51 AM

To: Steve Gardner <sgardner@cityofkeywest-fl.gov>

Cc: City Clerk <cityclerk@cityofkeywest-fl.gov>; Keri O'Brien <kobrien@cityofkeywest-fl.gov>; Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>

Subject: RE: [EXTERNAL] RE: [EXTERNAL] Key West - Pump Station G

Good morning Mr. Gardner.

Thank you for the documents that Reynolds requested. Reynolds is appreciative of you getting them to us.

In the matter of the bid documents, there are a couple of items in the documents that appear to not comply with the bid direction as provided by the Engineer / Owner and are items we as Reynolds

have had bids rejected for items similar in the past.

One item that we request that the Owner review, and/or note, more so than the others is item 2A in their bid proposal form as it does not appear to comply with the conditions of the bid.

If you would please let us know the intent of the City of Key West as you move forward in the path of letting the contract we would be thankful.

Thank you for your time Steve.

Josh

Josh Vondersaar

Operations Manager, VP MidSouth Facilities

Reynolds Construction, LLC

300 East Broad Street | Fairburn, GA | 30213

Mobile: 317.832.5987

| www.reynoldskon.com

The Trusted Name for 85+ years

From: Steve Gardner <sgardner@cityofkeywest-fl.gov>

Sent: Wednesday, November 29, 2023 9:07 AM

To: Joshua Vondersaar <joshua.vondersaar@reynoldskon.com>

Cc: City Clerk <cityclerk@cityofkeywest-fl.gov>; Keri O'Brien <>; Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>

Subject: RE: [EXTERNAL] RE: [EXTERNAL] Key West - Pump Station G

WARNING: This email originated outside of Reynolds Construction. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning Mr. Vondersaar,

Please see the attached documents per your request:

- Charley Toppino & Sons, Inc. original bid package
- Charley Toppino & Sons, Inc. revised bid package with employee roster within
- City of Key West funding sources for Pump Station G Rehabilitation

Regards,

Steve Gardner

Senior Project Manager

City of Key West, Utilities Department

From: Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>
Sent: Tuesday, November 21, 2023 2:08 PM
To: Steve Gardner <sgardner@cityofkeywest-fl.gov>
Cc: City Clerk <cityclerk@cityofkeywest-fl.gov>; Keri O'Brien <>; Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] Key West - Pump Station G

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Thank you Mr. Gardner,

We are disappointed to hear this through email and to learn about this matter as we were hopeful to build this project with the City of Key West.

Reynolds requests the following to allow our examination:

- Reynolds would like to examine, or have a copy of Toppino's original bid documents.
- Reynolds would like to have a copy of Toppino's revised bid as mentioned in the below transmittal.
- Reynolds requests the funding source(s) for the project funds.
- 50% of employees have a mailing address within 30 miles of the project.
 - Please confirm that the City of Key West has confirmed that 50% of Toppino's work force is local based off of their state / federal identification.

Please let us know when Reynolds may examine this information and/or information is confirmed.

Thank you, we appreciate your time.

Josh

Josh Vondersaar

Operations Manager, VP MidSouth Facilities

Reynolds Construction, LLC

6103 Gulf of Mexico Blvd. | Marathon, FL | 33050

Mobile: 317.832.5987

joshua.vondersaar@reynoldscon.com | www.reynoldscon.com

The Trusted Name for 85+ years

From: Steve Gardner <>

Sent: Tuesday, November 21, 2023 1:27 PM

To: Joshua Vondersaar <joshua.vondersaar@reynoldson.com>

Cc: City Clerk <cityclerk@cityofkeywest-fl.gov>; Keri O'Brien <kobrien@cityofkeywest-fl.gov>; Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>

Subject: RE: [EXTERNAL] Key West - Pump Station G

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Good afternoon Mr. Vondersaar,

Thank you for bidding the City's project, Pump Station G Rehabilitation. As you are aware, there were two bids, yours in the amount of, \$2,639,000 and Charley Toppino & Sons, Inc. in the amount of \$2,737,144. The difference between the two bids is less than five percent. Charley Toppino & Sons, Inc. chose to exercise their right under City of Key West Ordinance 09-22 Section 2-798 Local Business Enterprise Preference which allows the responsive, responsible local business the opportunity to submit an offer to match the price(s) offered by the lowest qualified and responsive non-local bidder. Charley Toppino & Sons, Inc. has indicated to the City of Key West that they will submit a revised bid to match that of Reynolds Construction, LLC within three (3) business/working days prior to the City's intent to award on December 14, 2023. Provided that their revised bid is submitted per the language spelled out in the Ordinance, it is the City's intent to award the contract to Charley Toppino & Sons, Inc. Thank you again for your interest in this project and your bid.

Regards,

Steve Gardner
Senior Project Manager
City of Key West, Utilities Department

From: Joshua Vondersaar < >

Sent: Wednesday, November 15, 2023 3:50 PM

To: Steve Gardner <sgardner@cityofkeywest-fl.gov>

Cc: City Clerk <cityclerk@cityofkeywest-fl.gov>; Keri O'Brien <kobrien@cityofkeywest-fl.gov>; Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>

Subject: [EXTERNAL] Key West - Pump Station G

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Steve,

Good afternoon.

It appears that Reynolds is the apparent low contractor for the Pump Station G project.

Reynolds looks forward to working with the City and yourself.

I will be your contact during the procurement phase of the project.

Please let me know if you have any questions or concerns.

Thank you and we look forward to working with the City of Key West.

~ Reynolds

Josh Vondersaar

Operations Manager, VP MidSouth

Reynolds Construction, LLC

6103 Gulf of Mexico Blvd. | Marathon, FL | 33050

Mobile: 317.832.5987

| www.reynoldskon.com

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From: Steve Gardner <sgardner@cityofkeywest-fl.gov>

Sent: Monday, October 16, 2023 10:43 AM

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Regards,

Steve Gardner
Senior Project Manager
City of Key West, Utilities Department

From: Joshua Vondersaar <

>

Sent: Saturday, October 14, 2023 4:41 PM

To: Steve Gardner <sgardner@cityofkeweenaw-mi.gov>

Subject: [EXTERNAL] Questions: CofKW - Pump Station G - Contractor Questions

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