



MEMORANDUM

Date: July 8, 2025

To: Brian L. Barroso
City Manager

From: Matt Willman
Utilities Director

Subject: **City Manager Execution of Stormwater Well Rehabilitation General Utility Services Contract with Charley Toppino and Sons, Inc. As approved under Resolution 25-103**

Introduction

Utility staff request that the City Manager execute the attached contract for Charley Toppino and Sons, Inc. (CTS), for a general utilities and infrastructure services contract as approved by City Commission under resolution 25-103. The initial contract term will be 3 years with a City option to extend for an additional 2 years and is a unit price indefinite quantities contract.

Background

The City has maintained general utility service contracts for nearly 20 years. Indefinite delivery indefinite quantity (IDIQ) contracts allow Utilities Department to task approved contractors with specific work tasks that have known unit pricing. Having these contracts in place eliminates the time and cost required to advertise, bid, approve, and contract for work tasks the Department needs to perform on a regular and/or emergency basis.

The City owns and operates 92 Stormwater injection wells as part of the City's stormwater collection system. Over time sediment and debris deposits diminish well capacity, which in turn reduces the system design efficiency. To ensure our collection system operates as designed these wells require periodic cleaning or "rehabilitation".

Financial

Funds for Stormwater Well Rehabilitation have been and will be annually budgeted in Stormwater Construction/Repair and Maintenance Account Number 402-3802-538-4600.

Recommendation

Utility Staff recommend that the City Manager execute a general utilities and infrastructure services contract with CTS upon consent of the City Attorney (No edits have been made to the ITB 25-002 contract documents).

Attachments:

- CTS GU Contract (CM to date and sign where indicated)
- CTS Bid Form (Unit Pricing included in ITB 25-002)
- Resolution 25-103

CONTRACT

This contract, made and entered into this 15th day of July 2025,

by and between the City of Key West, hereinafter called the "City", and

CHARLEY TOPPINO & SONS, INC hereinafter called the "Bidder".

WITNESSETH:

The Bidder, in consideration of the sum to be paid to them by the City 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 25-002 Stormwater Well Rehabilitation Projects, Key West, Florida to the extent of the bid made by the Bidder, dated the 3rd day of April 2025, 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 Conditions of the Contract.

In consideration of the performance of the work as set forth in these Contract Documents, the City agrees to pay to the Bidder the amount provided 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 Bidder further agrees to complete the work within 120 days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said bid.

The Bidder 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 City, and further agrees to indemnify and save the City 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 Bidder 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 \$1,685.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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

15th Day of July, A.D., 2025.

City of Key West

By Brian H. Bowers Attest Marta Quintanilla
Title City Manager

Bidder: Charley Toppino & Sons, Inc

By Charley Toppino Attest Marta Quintanilla
Title President

Reviewed for Legal Sufficiency
Key West City Attorney

RM

Stormwater Well Rehabilitation Projects:

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	\$20.00	\$550.00
2	Mob / Demobilization				
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	\$1,000.00	\$1,000.00
3	Stormwater Well Rehabilitation – Per Well				
A	Isolate well, Re-drill to original Depth, Airlift, Brush Casing, Airlift (Items b through h paragraph 1.04.B.1 Specification 01 11 00 Summary of Work)	1.00	LS	\$25,000.00	\$25,000.00
4	Video Survey – Per Well				
A	Specification Section 33 21 13.12, Water Well Video Inspection	1.00	LS	\$1,500.00	\$1,500.00
5	Variable Speed Pump Test – Per Well				
A	Specification Section 33 21 13.15 Pump Test	1.00	LS	\$0.00	\$0.00
TOTAL BASE BID: \$				\$28,050.00	\$28,050.00

LUMP SUM TOTAL: Stormwater Well Rehabilitation Projects:

\$28,050.00

In Words:

Twenty Eight Thousand and Fifty Dollars & Zero Cents

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RESOLUTION NO. 25-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AWARDED THE RESPONSIVE BIDS OF CHARLEY TOPPINO & SONS, INC. AND A.C. SCHULTES OF FLORIDA, INC. IN RESPONSE TO INVITATION TO BID 25-002 FOR STORMWATER WELL REHABILITATION; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A GENERAL UTILITIES AND INFRASTRUCTURE SERVICES CONTRACT WITH BOTH BIDDERS, UPON CONSENT OF THE CITY ATTORNEY'S OFFICE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City has maintained general utility service contracts for nearly 20 years; and

WHEREAS, Indefinite Delivery Indefinite Quantity (IDIQ) contracts allow the Utilities Department to task approved contractors with specific work tasks that have known unit pricing; and

WHEREAS, having these contracts in place eliminates the time and cost required to advertise, bid, approve and contract for tasks the Department's needs to perform on a regular and/or emergency basis; and

WHEREAS, the City owns and operates 92 stormwater injection wells as part of the City's stormwater collection system and, over time, sediment and debris deposits diminish well capacity which, in turn, reduces the collection system's designed efficiency; and


Section 3: 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 6th day of May, 2025.


Authenticated by the Presiding Officer and Clerk of the Commission on the 6th day of May, 2025.

Filed with the Clerk on May 6, 2025.

Mayor Danise Henriquez	<u>Yes</u>
Vice Mayor Lissette Carey	<u>Yes</u>
Commissioner Aaron Castillo	<u>Yes</u>
Commissioner Monica Haskell	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Donald "Donie" Lee	<u>Yes</u>


DANISE HENRIQUEZ, MAYOR

ATTEST:


KERI O'BRIEN, CITY CLERK