

RESOLUTION NO. 10-351

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AWARING THE BID OF CHARLEY TOPPINO & SONS, INC. FOR A CITY OF KEY WEST THREE-YEAR CONTRACT FOR REHABILITATION OF STORMWATER DRAINAGE WELLS IN RESPONSE TO INVITATION TO BID (ITB) #10-017; WAIVING MINOR BID IRREGULARITY; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the bid of Charley Toppino & Sons, Inc. for the rehabilitation of stormwater drainage wells (ITB #10-017), at the unit prices stated in the bid documents, is hereby awarded.

Section 2: That the minor irregularity associated with the bid is waived.


Section 3: That the City Manager is authorized to enter into a contract in accordance with the bid documents upon the advice and 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.

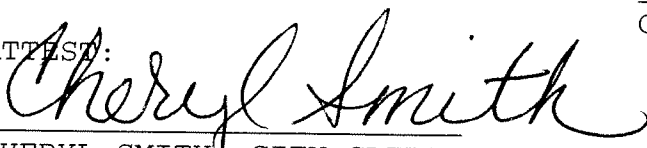
Passed and adopted by the City Commission at a meeting held this 7 day of December, 2010.

Authenticated by the presiding officer and Clerk of the Commission on December 8, 2010.

Filed with the Clerk December 8, 2010.


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

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EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

Cc: David Fernandez, Asst. City Manager - Operations

FROM: Jay Gewin, Utilities Manager

DATE: November 1, 2010

SUBJECT: **Approval of a 3-year Contract with Charley Toppino and Sons for Rehabilitation of Stormwater Drainage Wells. Waiving Minor Bid Informality.**

ACTION STATEMENT:

This request is to approve a 3-year contract with Charley Toppino and Sons for the rehabilitation of stormwater drainage wells. The City would have an option to extend the contract for two one-year extensions at the completion of the 3-year term. This will also waive a minor bid informality.

Specific work under this contract would be performed on a task-order basis, which would require approval of the City Commission prior to award.

BACKGROUND:

The City of Key West currently owns four pump-assisted stormwater drainage well systems located at the intersection of Patricia St., & Ashby St., the North end of Simonton St. (2 wells), and the South end of White St. This City also owns 119 stormwater gravity wells with 3 more that have been designed for future construction.

Under peak flow conditions, excess silt, sand, trash, and other debris can carry through the pollution control devices of stormwater wells, thereby reducing their efficiency. Regular maintenance/cleaning work on both the pollution control devices and well structures are necessary to ensure both the pump-assist and gravity wells operate as intended.

The level of maintenance to be performed in this bid requires a certified well driller with a drill rig to perform the work. OMI regularly cleans the baffle boxes and piping, but is not a certified well driller and does not have the

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

vehicle (a new drill rig would cost \$600,000-\$700,000) and equipment to perform the well cleaning that would be performed under this agreement. OMI is therefore unable to provide the well-cleaning that would be proposed under this contract.

Stormwater gravity wells require well cleaning every 5-7 years, depending on various conditions (hurricanes, location, etc.). Stormwater pump-assist wells require maintenance every 2-4 years based on similar conditions. The difference in years is because the former functions on a gravity system, while the pump-assist wells are situated in areas more prone to flooding and the water is being accelerated through the pump system.

PURPOSE & JUSTIFICATION:

It is therefore in the City's best interest to enter into an agreement with a qualified stormwater well rehabilitation contractor to perform this work over a 3-year period.

According to Best Management Practices, the City is obligated to clean and maintain our stormwater wells on a regular basis, as discussed above. A consent order with the State of Florida also establishes the standards that we must maintain the wells.

The preferred well rehabilitation technique is airlift development. Under this process, large quantities of water are generated that must be disposed of properly. Chemical cleaning of the wells will be included as an add-alternative on an as-needed basis.

The City opened the bids for stormwater well maintenance on September 16, 2010. A total of five firms responded.

I propose entering into stormwater well maintenance contracts with 3 different companies. This will allow the City multiple options for having firms available to perform the work. There will be other well maintenance contracts presented to the City Commission at a future meeting. We have received a signed agreement from Charley Toppino and Sons, so we can move forward on this contract proposal now.

Work under this contract would be awarded on a task-order basis, each of which would require approval of the City Commission. Ordinarily, staff will request task-orders from the firm that can perform work capably at the lowest cost to the City. However, if that firm were to not be available, or if the City would need stormwater wells to be cleaned on an emergency basis prior to an impending storm (such as during the 2005 hurricane season), we would have the option to utilize one of our other contracted firms.

There was a minor bid informality on the Charley Toppino and Sons submittal. The well drilling license forms were not included with the original bid. Toppino's have since provided those documents.

OPTIONS:

1. Approval of this 3-year contract with Charley Toppino and Sons will help the City to maintain its stormwater gravity wells, and will give us the flexibility to have multiple firms under contract so that we can be assured work can begin promptly.

2. The City could decline entering into this contract. This option is not recommended for several reasons. A consent order with the State of Florida requires us to maintain our stormwater infrastructure. And having multiple companies under contract allows the City to have increased flexibility to ensure our stormwater wells are clean prior to an arriving storm.

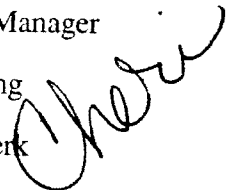
FINANCIAL IMPACT:

There is no direct cost related to entering into a contract with this firm. However, the cost of services for any work will be established through a task order. As per the City's purchasing code, any task order exceeding \$20,000 will be brought to the City Commission for approval.

RECOMMENDATION:

The staff recommends option # 1, the approval of the 3-year contract with Charley Toppino and Sons for stormwater well maintenance and waiving the minor bid informality.

INTEROFFICE MEMORANDUM

To: Jay Gewin, Utilities Manager
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk 
Date: September 16, 2010
Subject: **Rehabilitation of Stormwater Drainage Wells- BID NO 10-017**

Attached for your review is a copy of the bid opened Wednesday, September 16, 2010 at 3:00 p.m. in response to the above referenced project.

- | | | | |
|----|----------------------------------------------------------------------------|--------|--------------|
| 1. | Layne Christensen Company
5061 Lockett Road
Fort Myers, FL 33905 | Total: | \$98,963.00 |
| 2. | Jaffer Well Drilling
1451 SE 9 th Court
Hialeah, FL 33010 | Total: | \$102,750.00 |
| 3. | Rowe Drilling Company, Inc
2715 Parkway Street
Lakeland, FL 33811 | Total: | \$381,550.00 |
| 4. | Charlie Toppino and Sons, Inc.
P O Box 787
Key West, FL 33041 | Total: | \$49,940.00 |
| 5. | WellMasters, Inc.
1635 Industrial Park Road
Mulberry, FL 33860 | Total: | \$88,200.00 |

CS/amb



CH2M HILL

CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL 33040-5835
Tel 305.294.1645
Fax 305.294.4913

September 27, 2010

Mr. Jay Gewin
Utilities Manager
City of Key West
3140 Flagler Ave
Key West, FL 33040

Re: Contractor Recommendation

Rehabilitation of Stormwater Drainage Wells
ITB #10-017

Dear Mr. Gewin:

Five (5) bids were received for the subject contract on September 16, 2010 and are summarized in the Bid Results Summary table (Exhibit 1). A summary of the required documentation that was to be included with each bid is presented in Exhibit 2. Layne Christensen and Jaffer Well Drilling completed the Local Vendor Certification, however the local addresses they provided were more than 30 miles from Key West city limits and they do not meet the requirements to be certified as a local vendor.

We checked several references provided by each bidder and all received favorable recommendations.

We do not believe that the omission of several required forms and licenses is sufficient grounds for declaring Well Masters, Rowe Drilling Company, Jaffer Well Drilling, and Charley Toppino and Sons to be non-responsive. These items should not affect the prices or give one firm an advantage over the others. Since it is the City's intent to enter into contracts with multiple firms, we recommend that the City obtain the missing documents and certifications prior to executing a contract with any of these firms.

We recommend that the City enter into contracts with Charley Toppino and Sons, Well Masters, Layne Christensen, and Jaffer Well Drilling. Although Rowe Drilling Company appears qualified to do the work, their price is approximately three times higher than the second-highest bidder.

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

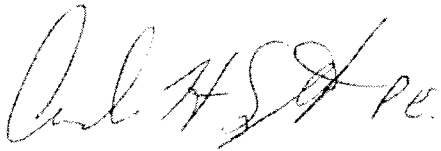
Mr. Jay Gewin

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September 27, 2010

Sincerely,

CH2M HILL

A handwritten signature in black ink, appearing to read "Andrew H. Smyth, P.E.", written in a cursive style.

Andrew H. Smyth, P.E.

cc: David Fernandez/City Key West
Christopher Peters/CH2M HILL

Mr. Jay Gewin

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September 27, 2010

Exhibit 1 Bid Results Summary Table						
Bid Item	Quantity and Units	Bidder				
		Charley Toppino & Sons	Well Masters	Layne Christensen	Jaffer Well Drilling	Rowe Drilling Company
Mob/Demob to/from Key West	1 mob/demob	\$4,380	\$5,000	\$5,613	\$15,000	\$45,000
Restoration of well depth and up to 8 hours of airlifting	5 wells	\$12,300	\$44,500	\$48,250	\$67,000	\$225,000
	<i>1 well</i>	<i>\$2,460</i>	<i>\$8,900</i>	<i>\$9,650</i>	<i>\$13,400</i>	<i>\$45,000</i>
Additional Work on Pump-Assisted Wells	1 well	\$3,000	\$1,200	\$2,250	\$900	\$25,000
Video survey of wells	5 wells	\$9,600	\$7,500	\$7,500	\$4,250	\$32,500
	<i>1 well</i>	<i>\$1,920</i>	<i>\$1,500</i>	<i>\$1,500</i>	<i>\$8,50</i>	<i>\$6,500</i>
Additional airlifting (if necessary)	40 hrs	\$8,640	\$10,000	\$7,400	\$4,000	\$22,000
	<i>1 hr</i>	<i>\$216</i>	<i>\$250</i>	<i>\$185</i>	<i>\$100</i>	<i>\$550</i>
Acidize well (if necessary)	1000 gallons	\$9,200	\$17,300	\$25,000	\$10,000	\$25,000
Brush well (if necessary)	1 hour	\$420	\$400	\$250	\$400	\$550
Mob/Demob geophysical logger	1 mob/demob	\$1,200	\$1,000	\$2,000	\$300	\$3,000
X/Y caliper geophysical log (if necessary)	1 caliper log	\$1,200	\$1,300	\$700	\$900	\$3,500
Total		\$49,940	\$88,200	\$98,963	\$102,750	\$381,550

Note: Unit costs in *italics* are for comparison purposes only and are NOT included in the totals.

Mr. Jay Gewin

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September 27, 2010

Exhibit 2 Summary of Required Documentation					
Required Documentation	Bidder				
	Charley Toppino & Sons	Well Masters	Layne Christensen	Jaffer Well Drilling	Rowe Drilling Company
Signed proposal	X	X	X	X	X
Bid bond	X	X	X	X	X
Key West Indemnification Form	X	X	X	X	X
Non-collusion declaration and compliance with 49 CFR §29 statement	X		X	X	X
Power of attorney	X	X	X	X	X
Anti-kickback affidavit	X	X	X	X	X
Public entity crimes statement	X	X	X	X	X
Local vendor certificate	X		Y	Y	
Water Well Contractor License		X	X		

X indicates that the documentation was included in the bid

Y indicates that the document was submitted but is not applicable. See text for details.

AGREEMENT

This Agreement, made and entered into this 8 day of December 2010,

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, bonds, overhead, profit, and all appliances, machinery, and appurtenances for the Rehabilitation of Stormwater Drainage Wells, Key West, Florida to the extent of the Proposal made by the CONTRACTOR, dated the 8 day of December 2010, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Proposal, the CONTRACT FORMS, the PERFORMANCE AND PAYMENT BONDS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, for the Rehabilitation of Stormwater Drainage Wells, dated July 2010, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the OWNER agrees to pay to the CONTRACTOR an amount using the prices 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. OWNER does not guarantee that the total price will be utilized through individual Work Orders.

The CONTRACTOR agrees to complete the work within the time specified in the Work Orders and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

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.

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

In the event that the CONTRACTOR shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$500 per day. Sundays and legal holidays shall be included in determining days in default.

This Contract will automatically expire and be terminated three (3) years after the date of the execution of the Contract by the OWNER, unless the OWNER and CONTRACTOR mutually agree to up to two 1-year time extensions at the unit prices set forth in the Proposal and adjusted according to the Consumer Price Index on an annual basis beginning on October 1, 2011.

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

8 day of December, A.D., 2010.

CITY OF KEY WEST

By J. K. Schell

Title CITY MANAGER

CONTRACTOR

CHARLEY TOPPINO & SONS, INC.

By Frank D. Jopano

Title President

Rehab Inj Wells

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BID BOND

BOND NO. Not applicable

AMOUNT: \$ ---- 5% ----

KNOW ALL MEN BY THESE PRESENTS, that _____

Charley Toppino & Sons, Inc., 8 1/2 Rockland Key, Key West, FL 33040

hereinafter called the PRINCIPAL, and _____

The Hanover Insurance Company

a corporation duly organized under the laws of the State of New Hampshire

having its principal place of business at 440 Lincoln Street

_____ in the State of Worcester, MA 01653-0002

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 5% of Bid Proposal Submitted

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for
Rehabilitation of Stormwater Drainage Wells, Key West, Florida said Bid Proposal, by
reference thereto, being hereby made a part hereof.

405136.DE
AUGUST 11, 2010

BID BOND
00 43 13 - 1

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WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the OWNER), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:
Rehabilitation of Stormwater Drainage Wells, Key West, Florida.

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 1st day of September, 2010.

Charley Toppino & Sons, Inc.

PRINCIPAL _____

By Frank P. Toppino

SURETY The Hanover Insurance Company

By [Signature]
Attorney-In-Fact

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

BID BOND
00 43 13 - 2

405136.DE
AUGUST 11, 2010

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

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
Charles C. Ball, Ileana M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker

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

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

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

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

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



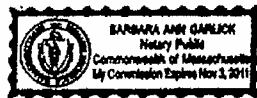
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

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

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

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



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of September, 20 10

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

Stephen L. Brault
Stephen L. Brault, Assistant Vice President

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

PROPOSAL

To: The City of Key West
Address: 525 Angela Street, Key West, Florida 33041
Project Title: Rehabilitation of Stormwater Drainage Wells
Bid No.: 10-017

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

Name: Ronald J Armstrong

Telephone: 305 296 5606

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the City, 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

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

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

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The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

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 Public Construction 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 for a particular Work Order and to complete the construction, in all respects for that particular Work Order, within the number of calendar days set forth in that Work Order.

This Contract will automatically expire and be terminated 3 years after the date of the execution of the Contract by the Owner, unless the Owner and Contractor mutually agree to up to two 1-year time extensions. Unit prices set forth in the proposal will be adjusted annually on October 1st, beginning October 1, 2011, according to Consumer Price Index published by the Bureau of Labor Statistics. If the contract is extended, it will expire and be terminated 1- year after the date of the execution of the contract extension by the Owner.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work authorized by a Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500 per day (or as otherwise modified in the issuance of a Work Order) for all work authorized under the Work Order until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. Liquidated damages shall be assessed individually against each Work Order.

ADDENDA

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

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE ITEMS

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

WORK ORDER

Each Work Order will consist of a summary of extended unit prices derived from units contained in the Lump Sum Bid. The Contractor shall provide bond based on the total of each Work Order.

PUBLIC CONSTRUCTION AND PAYMENT BONDS

Bidder shall obtain Performance and Payment Bonds worth \$100,000 upon award of Contract. Contractor shall bond each Work Order for the amount of the Work Order. Unit prices below shall include the cost of all bonds.

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<u>Item</u>	<u>Quant.</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>PU (Words)</u>	<u>Extended Total Amt.</u>
1. Mobilize and demobilize well rehabilitation personnel and equipment to and from Key West. FOUR THOUSAND, THREE HUNDRED					
	1	EA	\$ <u>4,380.00</u>	<u>EIGHTY DOLLARS--00/100</u>	\$ <u>4,380.00</u>
2. Restore well to original depth, airlift for a minimum of 8 hours, operate temporary disposal system and restore site. Airlifting time shall only be counted when airlifting is occurring; time required to drain the temporary disposal system is not included as airlifting time. TWO THOUSAND, FOUR HUNDRED					
	5	EA	\$ <u>2,460.00</u>	<u>SIXTY DOLLARS--00/100</u>	\$ <u>12,300.00</u>
3. Additional work on pump-assisted stormwater drainage well required to remove wellhead and isolate well from pump station.					
	1	EA	\$ <u>3,000.00</u>	<u>THREE THOUSAND DOLLARS--00/100</u>	\$ <u>3,000.00</u>
4. Video survey of well in accordance with 33 21 13.12 Water Well Video Inspection. ONE THOUSAND, NINE HUNDRED					
	5	EA	\$ <u>1,920.00</u>	<u>TWENTY DOLLARS--00/100</u>	\$ <u>9,600.00</u>
5. Additional airlift development in excess of 8 hours (if necessary).					
	40	HR	\$ <u>216.00</u>	<u>TWO HUNDRED SIXTEEN DOLLARS--00/100</u>	\$ <u>8,640.00</u>
6. Acidize well in accordance with 33 21 13.14 Water Well Rehabilitation (if necessary).					
	1000	GAL	\$ <u>9.20</u>	<u>NINE DOLLARS--20/100</u>	\$ <u>9,200.00</u>
7. Brush well in accordance with 33 2 13.14, Water Well Rehabilitation (if necessary).					
	1	HR	\$ <u>420.00</u>	<u>FOUR HUNDRED TWENTY DOLLARS--00/100</u>	\$ <u>420.00</u>
8. Mobilize and demobilize geophysical logging personnel and equipment to and from Key West. ONE THOUSAND TWO HUNDRED DOLLARS--00/100					
	1	EA	\$ <u>1,200.00</u>	<u>ONE THOUSAND TWO HUNDRED DOLLARS--00/100</u>	\$ <u>1,200.00</u>
9. Conduct x/y caliper log in accordance with 33 21 13.04, Water Well Geophysical Logging. ONE THOUSAND TWO HUNDRED DOLLARS					
	1	EA	\$ <u>1,200.00</u>	<u>--00/100</u>	\$ <u>1,200.00</u>
TOTAL OF ALL EXTENDED UNIT PRICE ITEMS LISTED ABOVE					\$ <u>49,940.00</u>

NOTE: THIS TOTAL WILL BE THE BASIS FOR EVALUATING LOW BIDDER AND BASIS OF AWARD

405136A.GN1

SUBCONTRACTORS

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

Bee Bros, Asphalt
Name
8362 Pines Blvd #250 Pembroke Pine FL 33024
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

SURETY

The Hanover Ins Company whose
 address is
440 Lincoln St Worcester MA 01653-0002
 Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is _____

CHARLEY TOPPINO & SONS, INC.

_____ doing
business at

P.O. Box 787 Key West FL 33041
 Street City State Zip

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

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

Frank P. Toppino
Edward Toppino Sr
Paul E. Toppino

405136A.GN1

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 14 day of Sept 2010.

Signature of Bidder

Title

MA

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 Sept 2010.

(SEAL)

CHARLEY TOPPINO & SONS, INC.

Name of Corporation

By *Fran Poppino*

Title *President*

Attest *Diane Lynn Casette*
Secretary

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

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787

KEY WEST, FL 33041

305 296-5606

PAST PROJECTS

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 4 years ago.

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

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

PROJECTS:

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

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

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

PROJECTS:

PALM AVE ROADWAY	\$ 931,000	BOND YES
WILHELMINA PARK	\$ 145,000	BOND YES
MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$2,366,000	BOND YES
MARATHON AIRPORT SERVICE ROAD	\$ 688,000	BOND YES
KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 192,000	BOND YES
KW INTN AIRPORT: PARKING LOTS	\$ 531,000	BOND YES
BIG COPPITT PARK	\$ 860, 242	BOND YES
BIG PINE BASIN FILL IN AND DEMO	\$ 904,943	BOND YES
MARATHON AIRPORT APRONS	\$ 376,344	BOND YES
PRADO CIRCLE	\$ 339,000	BOND YES
PALM DR BRIDGE REPAIR	\$ 131,000	BOND NO

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

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

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

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

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

PROJECTS:

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

4.) FLORIDA KEY AQUADUCT AUTHORITY

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

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

PROJECTS:

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

5.) GULF BUILDERS

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

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

PROJECTS:

ROOSEVELT GARDENS HOUSING PROJECT	\$1,256,000	BOND	YES
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6.) BJ&K CONSTRUCTION

**970 WEST MCNAB ROAD
FORT LAUDERDALE, FL 33309
954 974-7744**

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

PROJECTS:

MERIDIAN WEST APARTMENTS	\$1,700,000	BOND	YES
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7.) HEERY INTERNATIONAL
1625 DENNIS STREET
KEY WEST, FL 33040
305 293-3008

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

PROJECTS:

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3	\$633,000	BOND YES
POINCIANA ELEMENTARY SCHOOL:	\$2,240,000	BOND YES

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

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

PROJECTS:

SUGARLOAF ELEMENTARY SCHOOL:	\$2,300,000	BOND YES
BEACHSIDE CONDOS	\$2,665,000	BOND YES
POINCIANA ROYALE	\$ 524,520	BOND YES

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

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

PROJECTS:

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

10.) DEMOYA GROUP
12209 S. DIXIE HWY
MIAMI, FL 33156
305 255-5713

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

13. BRPH
3275 SUNTREE BLVD
MELBOURNE, FL 32940

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

PROJECTS:

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

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

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

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

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

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

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

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

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

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

BOND NO

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

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

OHIO BAHIA HONDA BRIDGE REPAIR: \$837,700.00 BOND YES

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

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

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

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

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

BOCA CHICA AIRFIELD VEGETATION \$1,057,126.00 BOND YES

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

SCOPE OF WORK: DEMOLITION, SITEWORK, BUILDING.

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



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

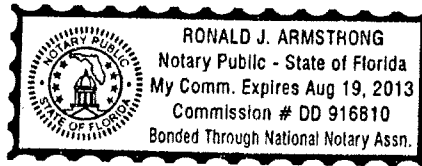
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Jacob P. Jarrow

Sworn and subscribed before me this 14 day of Sept, 2010

Ronald J. Armstrong
NOTARY PUBLIC, State of Florida 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 Proposal for Rehab Stormwater Drainage Wells

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC.
(name of entity submitting sworn statement)
whose business address is P.O. Box 787
Key West, FL 33041
and (if applicable) its Federal Employer Identification Number (FEIN) is 59 2426 906

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

3. My name is Frank P. Toppino
(please print name of individual signing)
and my relationship to the entity named above is President

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

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

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

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

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

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

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

Frank A. Jorrend
(signature)
9/14/10
(date)

STATE OF FL
COUNTY OF Monroe

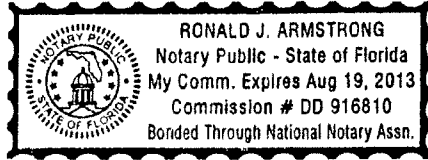
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

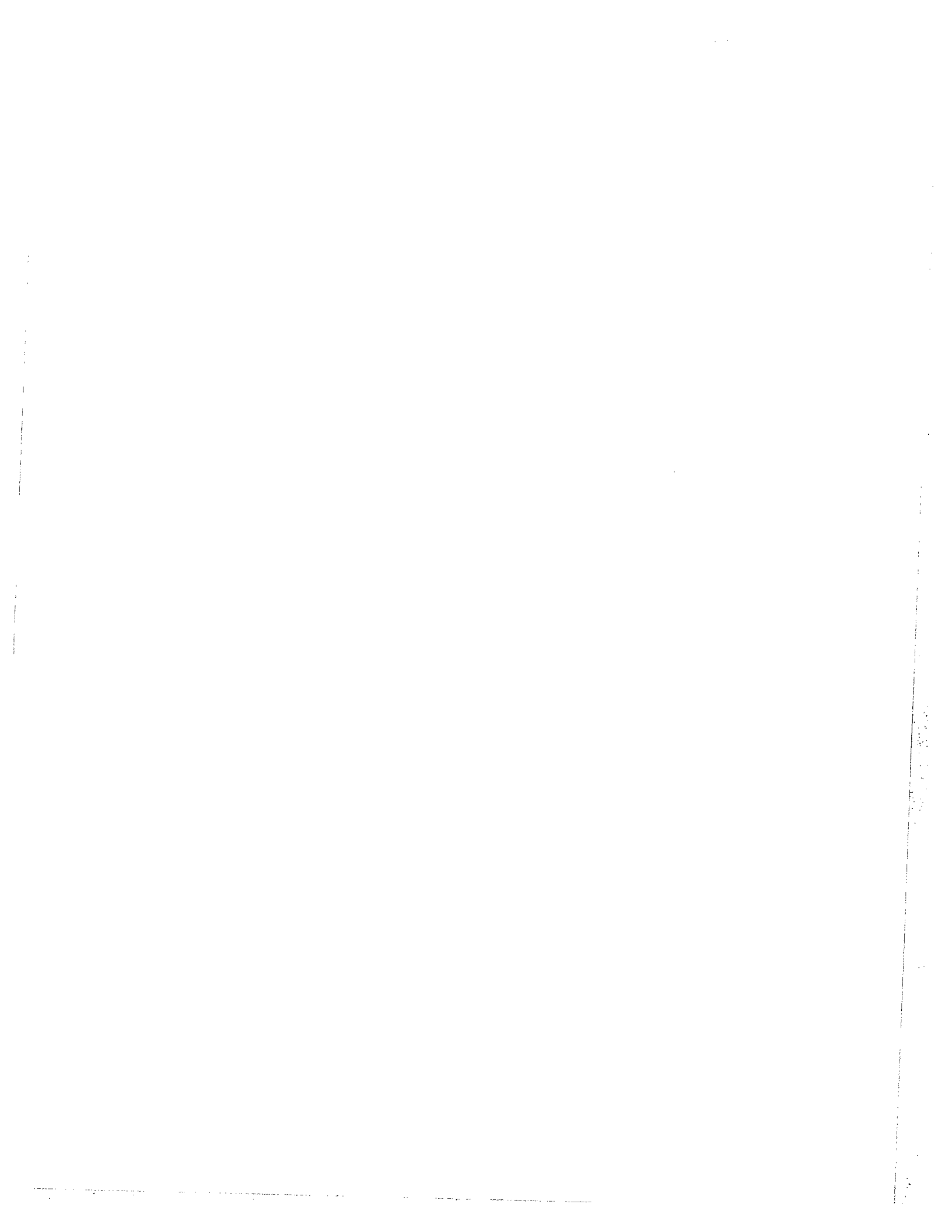
Frank P Toppino who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 14 day of Sept 2010.

My commission expires:

Ronald J. Armstrong
NOTARY PUBLIC





CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR:

CHARLEY TOPPINO & SONS, INC.

SEAL:

P.O. Box 787

Address

Key West, FL 33041

Address

Frank P. Toppino

Signature

Frank P. Toppino

Print Name

President

Title

DATE:

9/14/10



CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

Business License Tax Application

City of Key West
 City Hall Annex
 PO Box 1409
 Key West, FL 33041

Date Applied _____

License # _____
 Phone 305-809-3955
 Fax 305-809-3978

Business Type: _____

Business Name: _____

Business Location: _____

Business Owner: _____

State Licensed Qualifier (if applicable): _____

Mailing Address: _____

EIN / SS # _____ Phone # _____

Applicant name (printed) _____ Applicant signature _____ Date _____

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

 Signature of Notary Public (stamp or seal). Personally known _____
 Produced id _____

- ____ Sales Tax number 3106 Flagler Ave 292-6735 City utility acct _____
- ____ Commercial garbage Waste Mgmt 296-8297 _____
- ____ Lease or deed _____
- ____ State License DBPR 850-487-1395 / Dept Ag 305-470-6900 _____
- ____ Home occupation application _____
- ____ Fictitious Name registration Previous use _____
- ____ Corporate or LLC registration _____
- ____ Liability / Worker's Comp Zoning _____
- ____ Fire Inspector 292-8179 _____
- ____ CO / final inspection on any permits Category _____ Fee \$ _____
- ____ Monroe County or local licensing _____

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

____ Approved _____ Denied / Reason _____

Licensing Official _____ Date _____

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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - o 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: US Hwy #1
(P.O. Box numbers may not be used to establish status)

Fax: 305 296 5199

MM 8.5 Rockland Key

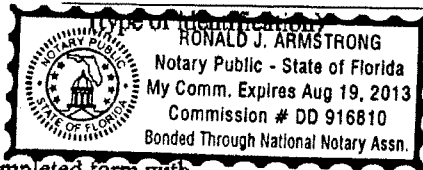
Length of time at this address 25 yrs

Frank P. Toppino
Signature of Authorized Representative

9/14/10
Date

STATE OF FL
COUNTY OF Monroe

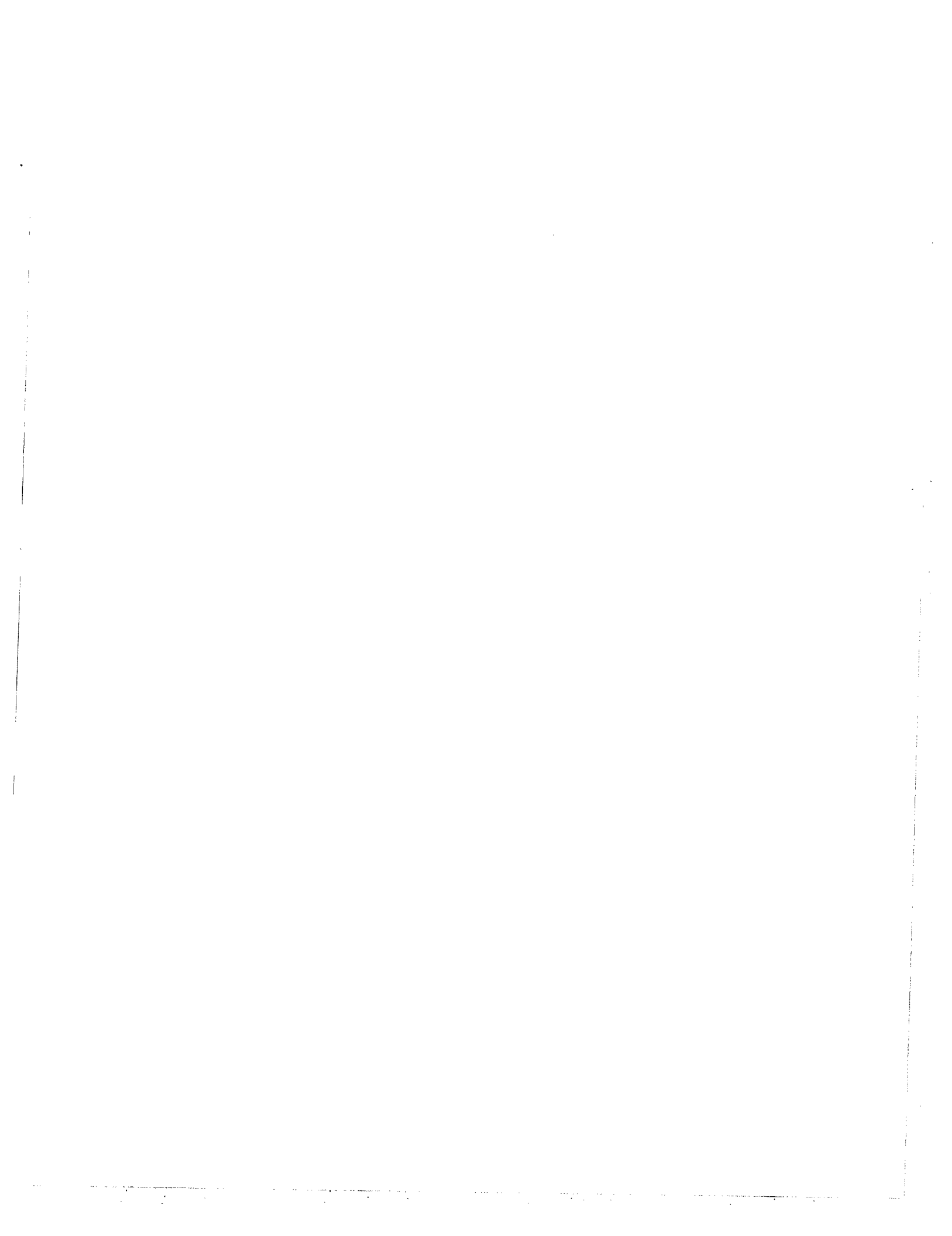
The foregoing instrument was acknowledged before me this 14 day of Sept, 2010
By Frank P. Toppino, of CTS
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification



Ronald J. Armstrong
Signature of Notary
Ronald J. Armstrong
Print, Type or Stamp Name of Notary

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

Project Manager
Title or Rank



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 Proposal filled in, preferably in black ink
- 3. Total and unit prices added correctly
- 4. Addenda acknowledged
- 5. Subcontractors are named as indicated in the Proposal
- 6. Experience record included
- 7. Proposal signed by authorized officer
- 8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond
- 9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work
- 10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award
- 11. Proposal submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract
- 12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid

Bidder Acknowledgment

Name Ronald J Armstrong

Title Project Manager

Signature [Handwritten Signature]



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

10-017

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: Monroe
BID LETTING OF: Sept 16, 2010

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

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

405136A.GNI

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

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

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

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

CONTRACTOR: _____ (Seal)

BY: Frank P. Toppino
NAME AND TITLE PRINTED

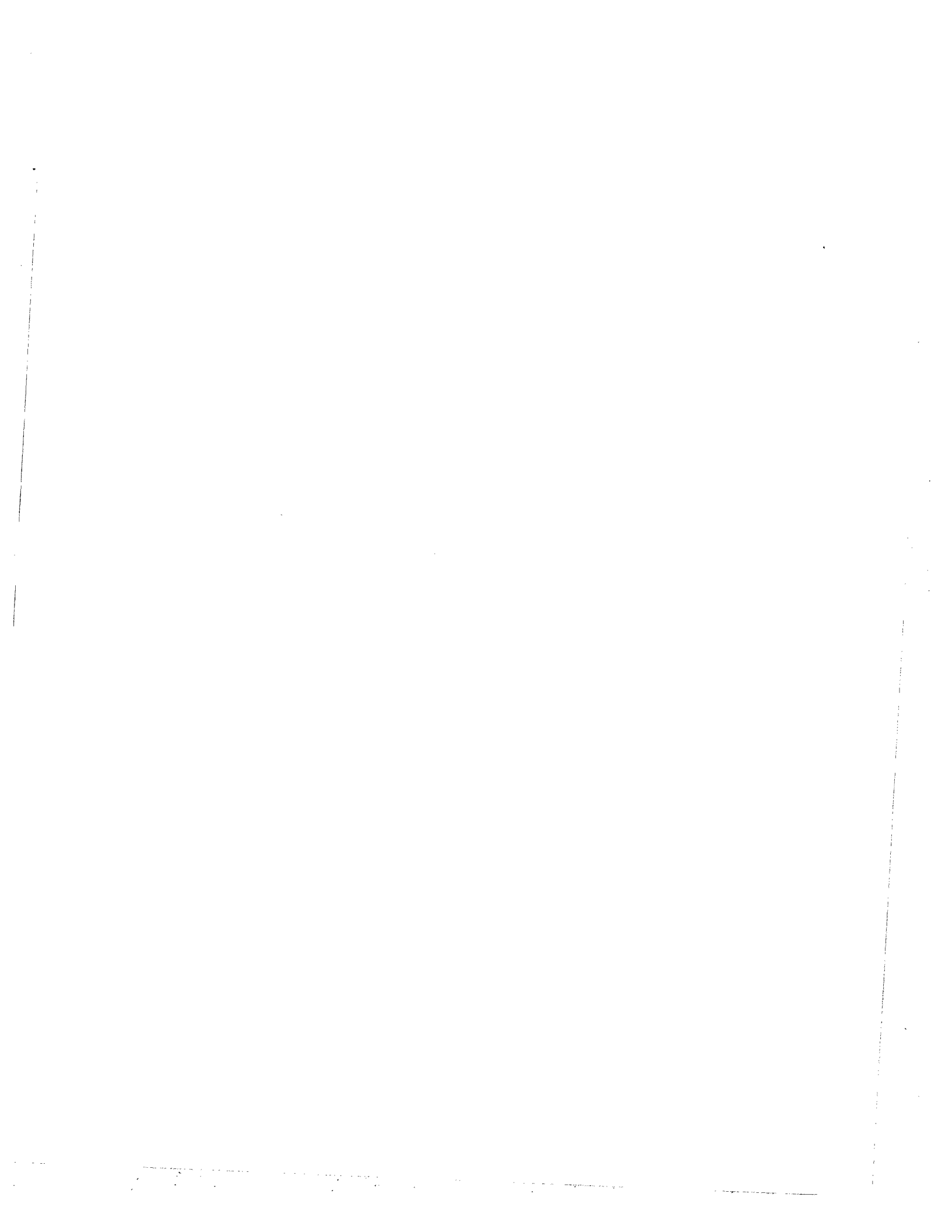
WITNESS: Ronald J. Armstrong

BY: Frank P. Toppino
SIGNATURE

WITNESS: Ronald J. Armstrong

Executed on this 14 day of Sept, 2010

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





CH2MHILL

#1

405136A.GN1

**ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS
FOR REHABILITATION OF
STORMWATER DRAINAGE WELLS
CITY OF KEY WEST**

Date: September 3, 2010
Project No.: 405136

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents FOR REHABILITATION OF STORMWATER DRAINAGE WELLS dated July 2010 as fully and completely as if the same were fully set forth therein:

CONTENTS

PRE-BID MEETING

1. Attached is a copy of the "Sign-in Sheet" for mandatory pre-bid meeting held on Thursday, September 2, 2010.
2. Attached is a copy of the Minutes from the Pre-Bid Meeting.

SPECIFICATIONS

SECTION 00 41 13, PROPOSAL

1. DELETE in its entirety and REPLACE with Revised Section 00 41 13 attached.

SECTION 33 21 13.03, WATER WELL DRILLING

1. Page 2, Paragraph 3.04.A: REPLACE with the following:
"A. Drill wells by the bucket or rotary method."

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.

CH2M HILL

Andrew Smyth, P.E.

Appended hereto and part of Addendum No. 1:

Mandatory Pre-Bid Meeting Sign-In Sheet, attached.

Mandatory Pre-Bid Meeting minutes, attached.

Section 00 41 13 Proposal, Revised, attached.

END OF ADDENDUM



#2

**ADDENDUM NO. 2
TO THE CONTRACT DOCUMENTS
FOR REHABILITATION OF
STORMWATER DRAINAGE WELLS
CITY OF KEY WEST**

Date: September 10, 2010
Project No.: 405136
ITB 10-017

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents FOR REHABILITATION OF STORMWATER DRAINAGE WELLS dated July 2010 as fully and completely as if the same were fully set forth therein:

QUESTIONS

Questions submitted to the Engineer in writing after the pre-bid meeting.

1. **Question:** Does the City have original as-built information on all the wells so we can establish what the original well depths were?
Answer: Please refer to the revised Sheet 1 and Sheet 2. The table has been updated to show the permitted depth of each well. The deepest well is 127 ft.
2. **Question:** During airlift development, can discharge water be directed to a settlement box, and then re-circulated back to the well?
Answer: Water from development can be re-circulated back to the well provided that the conditions of Section 3.05 "Debris and Fluids Disposal" in 33 21 13.14 WATER WELL REHABILITATION are met. Paragraph 3.05 B.2 allows reinjection of the water back into the well.
3. **Question:** Does bid item no. 6, well acidization, include all work associated with acidizing the wells (the cost of the acid, mixing and placing the acid, surging 20' intervals, pumping the acid solution from the well, treating and disposing of the acid solution, etc.), or is it just for the cost of the acid and mixing and placing the acid in the well?
Answer: Bid item number 6 should include all costs associated with acidization, including (but not limited to) the ones identified in the question.

CHARLEY TOPPINO & SONS, INC.

405136
SEPTEMBER 3, 2010

ADDENDUM NO. 2
00005-1

4. **Question:** Can we assume that there is a sanitary sewer connection within close proximity to each well site, say within 100 feet? If not, is there a sanitary sewer plan available that would indicate the locations of the sanitary sewers nearest the well sites?
Answer: As stated in the Bid Documents and as noted at the pre-bid meeting; it is incumbent upon each Bidder to familiarize themselves with the conditions of each site. Copies of as-builts for the City's sewer system can be made available for review at City Hall, 3140 Flagler Avenue, Key West, FL. Please call Jay Gewin at 305.809.3902 to coordinate if you are interested in viewing these documents. Note that as-builts may not be available for every site and it is ultimately the Bidder's responsibility to field-verify conditions.
5. **Question:** Bid item no. 2 states to "Restore well to original depth, airlift for a minimum of 12 hours, operate temporary disposal system and restore site". How would we know which wells required deepening, and by how much, without knowing existing depths and original depths of the wells? It would seem that we need a separate line item for restoring wells to original depth.
Answer: Please refer to the revised table of well depths, which shows the permitted depths of the wells. The City regularly measures the depth of its wells and will select individual wells for rehabilitation in each Work Order based on the amount of accumulated debris in the wells. The City intends to rehabilitate each well when open interval of each well is reduced by 30 percent, however the actual amount of debris could be more or less. For example, after a storm, one or more wells could be completely filled up to land surface with debris. Alternatively, the City may select wells with less debris accumulation.
6. **Question:** Section 33 21 13.14, par. 2.01.E.1, page 4, references section 33 21 13.09. I believe that this section is missing from the bid documents.
Answer: Please refer to the revised Section 33 21 13.14.
7. **Question:** Can the contractor choose what type of acid is to be used for acidization?
Answer: The City will make the determination for each well on a case-by-case basis. In the event a well is to be acidized, input from the Contractor will be considered in selecting the acid to be used, however the ultimate decision will be made by the City. Please note that hydrochloric acid has been eliminated from the revised Section 33 21 13.14.
8. **Question:** Who and when will it be determined which well(s) are going to receive acidization? Acid cannot be purchased in the Keys. Therefore, a sufficient amount needs to be transported to the work site during mobilization.
Answer: If a well is to be acidized, this will be stated in the Work Order that is issued to the Contractor prior to mobilization. The Work Order will also specify the type of acid to be used.

9. **Question:** Section 33 21 13.14, page 6, states that the open borehole needs to be surged in 20' sections after chemical emplacement, and "this procedure" needs to be performed twice over a 48-hour period. Does "this procedure" refer to just the surging, or will acid be injected again and then surged again. Secondly, do we need to wait 48 hours to repeat procedure?
Answer: The surging must be performed twice, not the injection of chemicals. The City may elect to reduce the wait time on a case-by-case basis; however bidders should base their bid on the requirements of the specifications.
10. **Question:** Would cable tool be an acceptable method for deepening the wells?
Answer: Cable tool is an acceptable method for deepening the wells. City staff will verify the depth of each well after depth restoration and prior to airlifting regardless of the method used to remove debris.
11. **Question:** Will there be any charges for discharging to the sanitary sewer system?
Answer: No.
12. **Question:** Will standard procedure be to airlift develop the well, brush the well, then proceed with acidization? Please confirm.
Answer: First, restore the depth of the well by removing accumulated sediment. This can be done by either drilling or airlifting. City staff will verify restoration of well depth. Next, brush the well if required by the Owner. Then, airlift the well for a minimum of 8 hours, or until the water is free from sand, silt, and turbidity (Section 33 21 13.14 3.02E). Note that the airlift development time could be less than 8 hours. If the airlift method is used to restore depth, the Contractor will not be paid under Line Item 5 (additional airlift development) for time spent airlifting the well to restore depth. Line Item 2 should reflect all costs for restoring the well depth (regardless of method) AND up to 8 hours of airlifting following depth restoration. If acidization is required, it will be performed following depth restoration and airlifting. Caliper logging may be required, the proposal (Section 00 41 13) has been modified to reflect this. If caliper logging is required, it will be included in the Work Order. Caliper logging will only be performed if required under the terms of the City's permit with FDEP. Please refer to the revised Section 33 21 13.14 Water Well Rehabilitation and to the new Section 33 21 13.04 Water Well Geophysical Logging.

CONTENTS

1. DELETE in its entirety and REPLACE with Revised Section 01 01 10, attached

SPECIFICATIONS

SECTION 00 41 13, PROPOSAL

1. DELETE in its entirety and REPLACE with Revised Section 00 41 13, attached.

SECTION 01 11 00, SUMMARY OF WORK

1. DELETE in its entirety and REPLACE with Revised Section 01 11 00, attached.

SECTION 33 21 13.03, WATER WELL DRILLING

1. Page 2, Paragraph 3.02.A: REPLACE with the following:

“A. Provide drilling equipment and accessories required to redrill wells to their original depths, as listed on the Drawing.”

2. Page 2, Paragraph 3.03.A: REPLACE with the following:

“A. Drill wells by the bucket, rotary, or cable tool method.”

SECTION 33 21 13.04, WATER WELL GEOPHYSICAL LOGGING

1. ADD this section to the project Section 33 21 13.04, attached.

SECTION 33 21 13.14, WATER WELL REHABILITATION

1. Page 2, Paragraph 2.01.A.1, DELETE Subitem a. in its entirety and renumber the subsequent Subitems.

2. Page 4, Paragraph 2.01.E, DELETE Subitems 1 and 2 and REPLACE with the following:

“1. Provide a solid surge block for surging well and equally distributing the chemical solutions throughout the well bore and into the surrounding formation.

”2. Furnish a pump and discharge piping for displacement of spent chemicals out of the well.”

3. Page 4, Paragraph 3.02.A, ADD the following to the end of this paragraph:

“...eductor pipe with a diameter of 10 inches.”

4. Page 4, Paragraph 3.02.E, DELETE first sentence and REPLACE with the following:

“Operate the airlift development equipment continuously at a rate of at least 1,000 gallons per minute and for such periods of time as determined by the Owner or Owner’s Representative.”

5. Page 7, Paragraph 3.05.B, Subitem 2, second line, DELETE "...Engineer and..." after Owner, ADD "...and Owner's Representative."
6. Page 7, Paragraph 3.05.G, DELETE first sentence, REPLACE with the following:
"Provide tank(s) with a minimum capacity of 10,000 gallons to accommodate discharge."

DRAWINGS

1. REPLACE Sheet 1, with Revised Sheet 1, attached.
2. REPLACE Sheet 2, with Revised Sheet 2, attached.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.

CH2M HILL

Andrew Smyth, P.E.

Appended hereto and part of Addendum No. 2:

Section 00 01 10, Contents, Revised, attached.
Section 00 41 13, Proposal, Revised, attached.
Section 01 11 00, Summary of Work, Revised, attached.
Section 33 21 13.04, Water Well Geophysical Logging, attached.
Revised Sheet 1, attached.
Revised Sheet 2, attached.

END OF ADDENDUM

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name T AND B DRILLING LLC CtlNbr:0018407
Location Addr M M 9 ROCKLAND KEY
Lic NBR/Class 11-00022594 CONTRACTOR - SPEC WELL DRILLING
Issue Date: October 06, 2010 Expiration Date: September 30, 2011
License Fee \$108.57
Add. Charges \$0.00
Penalty \$9.87
Total \$108.57

Comments: WILLIAM BROOK, QUALIFIER
KARL SICKLE, SECONDARY QUALIFI

This document must be prominently displayed.

T AND B DRILLING INC

T AND B DRILLING LLC
P.O. BOX 787

KEY WEST FL 33041

Oper: CRAWLER Type: CC Drawer: 1
Date: 10/06/10 51 Receipt no: 1910
2011 22594
OR LIC OPERATIVE 1 \$108.57
Trans number: 2542510
CK CHECK 1049 \$108.57
Trans date: 10/06/10 Time: 10:30:11

**2010 / 2011
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2011**

Business Name: T AND B DRILLING LLC

RECEIPT# 30140-99340

Owner Name: FRANK P TOPPINO, WILLIAM A BROOKS QU
 Mailing Address: PO BOX 787
 KEY WEST, FL 33041
 Business Location: MM 9 ROCKLAND KEY
 KEY WEST, FL 33040
 Business Phone: 305-296-5606
 Business Type: CONTRACTORS (WELL DRILLING)

Rooms Seats Employees Machines Stalls

5

FL1884 EXP 7-31-09

Number of Machines:		For Vending Business Only			Vending Type:		
Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid	
20.00	0.00	20.00	0.00	0.00	0.00	20.00	

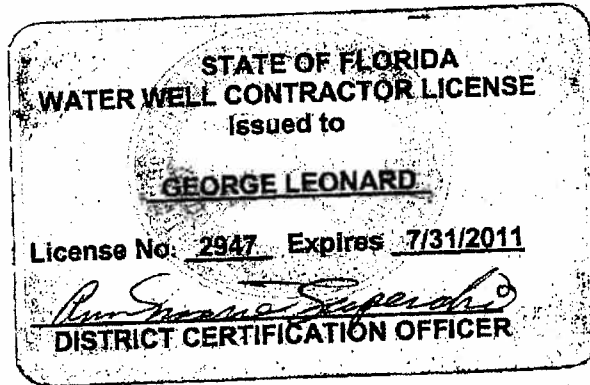
Paid 122-09-00006406 09/08/2010 20.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

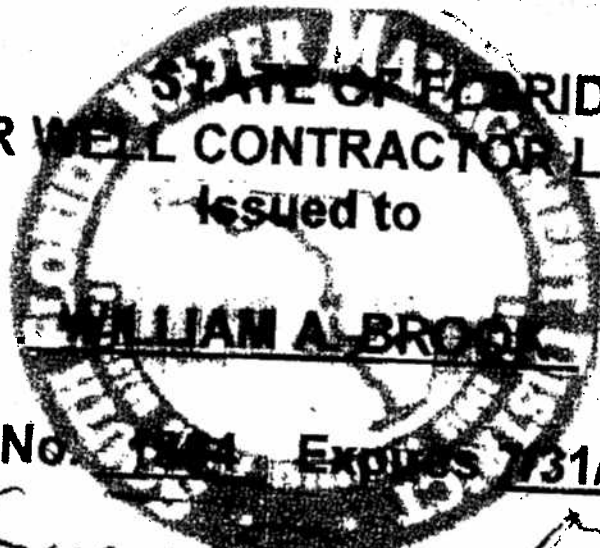
Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

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



1-305-296-5189

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE



Issued to

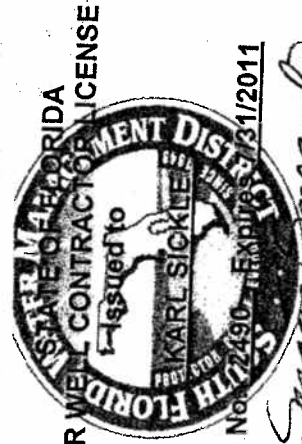
WILLIAM A. BROOK

#1884

License No. ~~1884~~ Expires 7/31/2011

Ann Marie Sperche

DISTRICT CERTIFICATION OFFICER



WATER WELL CONTRACTOR LICENSE

License No. 22490 Expires 3/31/2011

Karl Sickner
DISTRICT CERTIFICATION OFFICER