PART 1: BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for RIGHT OF WAY IMPROVEMENTS 2022 / ITB 22-010 addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, until 3:00 p.m., local time, on 11/16/2022 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) USB drives with a single PDF file of the entire bid proposal package, electronic copies of blank or incomplete documents will be deemed non-responsive. Bid package shall be enclosed in a sealed envelope clearly marked on the outside "ITB 22-010: RIGHT OF WAY IMPROVEMENTS 2022"; addressed and delivered to the City Clerk's office at the address noted above.

The proposed contract generally consists of work within the City's RIGHTS OF WAY including asphalt paving, sidewalk construction, signage, pavement markings, utility trench repair and shoulder restoration as directed by the City.

Drawings and Specifications may be obtained from Demand Star by Onvia or on the City of Key West website www.cityofkeywest-fl.gov. For bid package access on Demand Star please contact www.demandstar.com or call 1-800-711- 1712.

A non-mandatory pre-bid meeting will be held at 11:00 am on October 19, 2022 in the City Manager's conference room, 2nd floor, Key West City Hall, 1300 White Street, Key West, Florida.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as Prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that they are in compliance with the licensing requirements of the State and that the Provisions of Chapter 66 of the Code of Ordinances of the City of Key West. Compliance with these Provisions is required before the CONTRACTOR can enter into the agreement contained in the Contract Documents.

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 Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that they hold 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, contract 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 OWNER 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 OWNER to evaluate the Bidder's qualifications.

At the time of the award, the successful Bidder must show satisfactory documents of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. 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, (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

The Owner reserves the right to award contracts to multiple bidders (maximum of two) as necessary to meet required work schedules as determined by the City.

INSTRUCTIONS TO BIDDERS

1. <u>CONTRACT DOCUMENTS</u>

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 Specification sections into work performed by the various building trades, work by separate SUBCONTRACTOR 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 eight (8) calendar days prior to the Bid opening) an interpretation thereof. Any interpretation or change in said Contact Documents will be made only in writing, in the form of addenda to the Documents which will become available to all registered holders of Bidding Documents. Bidders shall submit with their BIDS, or indicate receipt of, all Addenda. The OWNER 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 and 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 the Contract by the OWNER.

4. <u>BIDDER'S UNDERSTANDING</u>

Each Bidder must inform himself of the conditions relating to the execution of the work 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 into a Contract and complete the contemplated work in strict accordance with the Contract Documents. 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 work. This requirement includes, but is not limited to, regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, natural resource protection, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. UNIT PRICE

The bid for the work is to be submitted on a Unit Price basis. Unit prices shall be submitted in all appropriate places in the Bid Proposal Form.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK. All Price information will be shown in figures where required. No changes shall be made in the phraseology of the forms.

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 OWNER 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 the 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 on 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 OWNER 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 their experience and expertise in RIGHT OF WAY improvement work. Such experience record shall provide at least five (5) current or recent Projects (within the last 5 years) of similar work, preferably within Florida or the Southeastern United States.

The following information will be provided:

- 1. Description and location of work
- 2. Contract amount
- 3. Dates work was performed
- 4. OWNER
- 5. Name of OWNER's contact person and phone number

D. ATTACHMENTS

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

State of Florida CONTRACTOR's License
City of Key West Business License Tax Receipt
Anti-Kickback Affidavit
Public Entity Crime Form
Local Vendors Certification
Domestic Partnership Affidavit
Cone of Silence Affidavit
Non-Collusion Affidavit
Indemnification
Bidder's 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 OWNER 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 BID PROPOSALS

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 Proposal forms provided herewith, submit one (1) original and two (2) USB drives each with a single file of the entire bid proposal package.

Each Bid must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and

its contents without being opened and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BID PROPOSALS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by email. If by email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the 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 a certified 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 Sixty (60) 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 in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of the 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 fifteen (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(s) has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Bids, the City will accept up to two of the Bids. The acceptance of the Bid(s) 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 Bidder(s) to sign the Contract and provide acceptable insurance certificate(s) and acceptable performance and payment bonds, and evidence of holding required licenses, the

City may award the Contract to the next lowest, responsive, responsible Bidder.

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

13. BASIS OF AWARD

The award will be made by the City, on the basis of the Total of Base Bid Items found on the Bid Proposal Form from the lowest responsive, responsible Bidder(s), which in the City's sole and absolute judgment, will serve the best interests of the City. Quantities shown on the Bid Proposal Form represent an estimate of the total annual work performed under this contract and is not a guarantee of work to be granted by OWNER to CONTRACTOR. The OWNER reserves the right to award contracts to multiple bidders (maximum of two) as necessary to meet required work schedules as determined by the City.

In considering the acceptance of multiple bids, the City will make its determination based on the following criteria:

• The 2nd lowest responsible bid will not be accepted if the bid exceeds 25% of the lowest responsible bidder's **total contract price**.

If at the time this Contract is to be awarded, the total of the lowest acceptable Bids exceed the funds then estimated by the City as available, the City may reject all Bids or take such other action as best serves the City's interest.

14. EXECUTION OF CONTRACT

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

15. <u>CONTRACT BONDS</u>

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidders shall file with the City, at the time of delivery of each individual signed Work Order a Performance Bond and Payment Bond on the forms bound herewith, each in the full amount of the Contract Price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the City.

The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal Projects. Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the CONTRACTOR may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes Performance and Payment Bonds 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. Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder(s) who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds 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 Bidders fail to enter into a Contract or furnish the required Bonds. 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. PERFORMANCE OF WORK BY SUBCONTRACTOR

Each Bidder must furnish with his proposal a list of SUBCONTRACTOR performed items and the estimated value of each item.

18. 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. Work Orders will be issued by ENGINEER as a means to track time & materials for work performed in the referenced right of way. A time estimate for the completion of each work order will be stated in that particular Work Order; when the CONTRACTOR receives a Work Order, work shall commence as soon as possible and all work shall be completed within the number of calendar days stipulated in that particular Work Order.

On any individual Work Order request, if the CONTRACTOR cannot commit to completing the work within the City's specified time of completion, the City reserves the right cancel the work order request and enter into a separate work order with another contracting firm selected through this bid. Should the CONTRACTOR disagree with the time of completion for a specific Work Order, he shall, within five (5) calendar days of the receipt of the Work Order, make a written claim to the ENGINEER and City for an extension in the time of completion. If in the opinion of the ENGINEER

and City, the CONTRACTOR presents sufficient evidence to justify the claim, an extension in the time of completion will be allowed for the period determined by the ENGINEER and City.

Should a Work Order extend past the one (1) year contract period for unforeseen reasons the work shall be automatically extended to the date of completion not to exceed 90 days.

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

BID PROPOSAL

To: The City of Key West, Florida

Address: 1300 White Street

Key West, Florida 33040

Project Title: RIGHT OF WAY IMPROVEMENTS 2022

Project No.: ITB 22-010

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

Name: Charley Toppino & Sons, Inc

Telephone: 305-296-5606

E mail: ____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 City, 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 satisfied himself as to the work involved, including materials and equipment, and conditions of work, 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.

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the City examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tool, apparatus, and other means of

construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days set forth in each Work Order.

This Contract will automatically expire and be terminated two (2) year after the date of the execution of the Contract by the City unless granted a one-year contract extension at the discretion of the City.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by a particular 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 City at the rate of \$500 per day for all work authorized under said Work Order until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos'. 1, ___, ___, ___, ____, _____(Bidder shall insert the number 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.

ESTIMATED QUANTITIES

Estimated Quantities in Bid Proposal Form are provided for Bid comparison purposes. Work will be performed on a unit price basis and actual quantities for payment may vary significantly.

TOTAL OF BASE BID ITEMS

Five Million Nine Hundred Thirty Five Thousand Twenty Eight Dollars	
Ten Cents	\$ 5,935,028.10
TOTAL IN WORDS	TOTAL IN FIGURES
Charley Toppino & Sons, Inc	
Company Name	
Authorized Signature	
Title	

BID PROPOSAL FORM

0101-1.1 Mobilization/Demobilization (Work orders greater than \$25,000 and less than \$50,000) 8 Each \$15,000.00 \$120 0101-1.2 Mobilization/Demobilization (Work orders above \$50,000) 10 Each \$50,000.00 \$500 0101-1.3 Asphalt concrete/asphalt milling Mobilization/Demobilization Each \$15,000.00 \$150 0101-1.4 Roadway Striping 10	Price 500.00 0,000.00
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1,000 01 1-100)	1000:00
D. Asphalt Milling	
0327-70-5 Asphalt Milling (2 inch average thickness,	
	3,250.00
E. Asphalt Concrete Courses	
0334-1-13 Superpave Asphalt Leveling Course SP-12.5	
(2" Thickness - Overlay) (Traffic Level C) (Less than 40 tons) 100 Ton \$ 975.00 \$ 97,5	500.00
(Less than 40 tons) 100 Ton \$ 975.00 \$ 97,5 0334-1-13.1 Superpave Asphalt Leveling Course SP-12.5	300.00
(2" Thickness - Overlay) (Traffic Level C)	
	5,000.00
0334-1-13.2 Superpave Asphalt Leveling Course SP-12.5	
(2" Thickness - Overlay) (Traffic Level C)	
	5,250.00
F. Utility Appurtenance Extensions and Replacements	00000
0425-3-50 Manholes, (Raise/Lower) 40 Each \$ 4,500.00 \$ 180	0,000.00
0425-6 Valve/Meter Box, Adjustment 300 Each \$ 600.00 \$ 180	,000.00
Varvo Meter Box, Augustinent 500 Each \$ 555.55	,000.00
0425-7 Manhole Cover – Replacement 10 Each \$ 3,000.00 \$ 30,0	00.00
Drainage Structures – Miscellaneous	
0425-8 Adjustment 40 Each \$ 9,750.00 \$ 390	
	,000.00
Utility Fixtures, 2" - 4.9", Furnish and Install,	0,000.00
1080-11201 Valve/Meter Box 20 Each \$ 8,625.00 \$ 172	2,500.00

1080-15	Utility Fixtures, Adjust and Modify	200	Each	\$ 750.00	\$ 150,000.00
G. Curbs a 0520-1-10	nd Gutters Concrete Curb and Gutter, Type "F"	3,500	LF	\$ 55.00	\$ 192,500.00
0520-2-4	Concrete Curb, Type "D"	1,000	LF	\$ 50.00	\$ 50,000.00
NS-3	Concrete Curb Thickened Edge	500	LF	\$ 22.50	\$ 11,250.00
H. Concret	e Sidewalks				
0522-1	Concrete Sidewalks, 4" thick	3,000	SY	\$ 126.00	\$ 378,000.00
0522-2	Concrete Sidewalks and Driveways, 6" thick	1 000	O. I.	# 420.00	. 400 000 00
I. Detectab	le Warnings	1,000	SY	\$ 138,00	\$ 138,000.00
AL 22.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	Detectable Warnings (Endicott ADA				
0527-2 J. Sod	Truncated Domes or equal)	1,600	SF	\$ 50.00	\$ 80,000.00
0570-1-2	Performance Turf, Sod (Bahiagrass)	400	SY	\$ 37.50	\$_15,000.00
0706-3	Retro-reflective Pavement Mark+A50:H137ers Retro-reflective Pavement Markers	200	Each	\$ 8.00	\$ 1,600.00
0711-11121	plastic Pavement Striping Thermoplastic (70 Mil, White, Solid, 6")	8,000	LF	\$ 3.00	\$ 24,000.00
0711-11123	Thermoplastic (70 Mil, White, Solid, 12")	8,000	LF	\$_4.20	\$ 33,600.00
0711-11124	Thermoplastic (70 Mil, White, Solid, 18")	500	LF	\$ 5.20	\$ 2,600.00
0711-11125	Thermoplastic (70 Mil, White, Solid, 24")	1,000	LF	\$ 6.20	\$ 6,200.00
0711-11221	Thermoplastic (70 Mil, Yellow, Solid, 6")	4,000	LF	\$ 3.00	\$_12,000.00
0711-11223	Thermoplastic (70 Mil, Yellow, Solid, 12")	200	LF	\$ 4.20	\$ 840.00
0711-11224	Thermoplastic (70 Mil, Yellow, Solid, 18")	200	LF	\$ 5.20	\$ <u>1,040.00</u>
0711-11421 M. Pointed	Thermoplastic (70 Mil, Blue, Solid, 6") Pavement Striping	500	LF	\$ 28.00	\$ 14,000.00
0710-11111		500	LF	\$ <u>1.50</u>	\$ 750.00
0710-11211	Painted Pavement Markings (Standard,	4,000	LF	\$ <u>1.50</u>	\$_6,000.00
0710-11421 N. Thermor	Painted Pavement Markings (Standard, Blue, plastic Pavement Markings	500	LF	\$ 15.00	\$ 7,500.00
523-1-3	Pattern Pavement Markings Vehicular Areas	4,000	SY	\$ 130.50	\$ 522,000.00
0711-11160	Thermoplastic (70 Mil, White, Message) RESIDENTIAL PARKING	100	Each	\$ 315.00	\$ 31,500.00
0711-11460	Thermoplastic (70 Mil, Blue, Handicap	15	Each	\$ 675.00	\$ 10,125.00
	Thermoplastic (70 Mil, White, Arrow) gle Post / New Sign	20	Each	\$ 220.00	\$ <u>4,400.00</u>
NS-1	New Single Post and New Sign (includes	25	Each	\$ 2,550.00	\$ <u>63,750.00</u>

RIGHT OF WAY IMPROVEMENTS 2022

P. New S	ingle Post / Reuse Sign				
NS-2	Single Sign Post (includes existing post	25	Each	\$ 2,250.00	\$ 56,250.00
Q. Should	der Restoration				
NS-4	Shoulder Restoration (includes all	12,500	SY	\$ 48.00	\$ 600,000.00
R. Seepas	ge Trench			-	
NS-5	Seepage Trench	500	LF	§ 165.00	\$ 82,500.00
S. Failed	Trench Restoration				
NS-6	Failed Trench Restoration	1,500	SY	\$ 150.00	\$ 225,000.00

Note (1) Bidders are informed that quantities indicated are estimates to allow comparison of bids, and do not repr duration of the contract.

SUBTOTAL OF EXTENDED AMOUNTS

	lillion Eight Hundred Eighteen Thousand Six Hundred Fifty Five L IN WORDS		\$ 5,818,655 TOTAL IN	i.00 N FIGURES
NS-7	Performance and Payment Bonds (based upon Subtotal Extended Amounts = \$ 116,373.10			
		Per \$1,000	\$ 20.00	\$ 116,373.10
	To Be Paid on a Per Work Order Basis			

TOTAL OF BASE BID ITEMS

Five Million Nine Hundred Thirty Five Thousand Twenty Eight Dollars Ten Cents	\$ 5,935,028.10
TOTAL IN WORDS	TOTAL IN FIGURES

Charley Toppino & Sons, Inc

Company Name

Authorized Signature

Authorized Signature

ITB 22-001



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

ROW IMPROVEMENTS ITB 22-010

This addendum is issued as supplemental information to the Request for Qualifications package for clarification of certain matters of both a general and a technical nature. The referenced Request for Qualifications package is hereby amended in accordance with the following items:

- 1) Question: Will the City consider multiple mobilization line items to accommodate mobilization of subcontractors for asphalt work? Also note changes to asphalt line items and changes to quanities. Response: Yes, please see revised bid proposal sheet included in this addendum.
- 2) See revised subcontractor list sheet. Note change to language concerning multiple subcontractors to ensure work is accomplished as scheduled.

Prior to final award, proposers shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive.

Signature

Charley Toppino & Sons, Inc

Name of Business

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: NOTE: The Bidder must maintain a list of subcontractors sufficient to accomplish work orders in the time agreed upon by the City.

General Asphalt Company			
Name			
4850 NW 72nd Ave	Miami	FL	33166
Street	City	State	Zip
Road Runner Striping Technologies			
Name			
9804 NW 80th Ave	Hialeah Gardens	FL	33016
Street	City	State	Zip
Blue Native Landscape & Irrigation	n		
Name			
1010 Kennedy Drive #305	Key West	FL	33040
Street	City	State	Zip
Name			
Street	City	State	Zip
Name			
Street	City	State	Zip
Name			
Street	City	State	Zip

SURETY

Travelers Casualty & Surety Company	of America		_whose address is
One Tower Square	, <u>Hartford</u>	_,_ CT	06183
Street	City	State	Zip
BIDDER			
The name of the Bidder submitting this Bid is			
Charley Toppino & Sons, Inc			_ doing business a
129 Toppino Industrial Dr	, Key West	, FL	33040
Street	City	State	Zip
The names of the principal officers of the corpo all persons interested in this Bid as principals an Richard Toppino	ration submitting re as follows: Daniel To		ie partnership, or o
Paul Toppino	John Top	pino	
Andrew Toppino	Ashley P	eattie	

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _	day of	202
Signature of Bidder		
Title		
If Corporation		
IN WITNESS WHEREOF the undersigned corporation has causits seal affixed by its duly authorized officers this/ day of the undersigned corporation has causits seal affixed by its duly authorized officers this/ day of the undersigned corporation has causits seal affixed by its duly authorized officers this/ day of the undersigned corporation has causits seal affixed by its duly authorized officers this/ day of the undersigned corporation has causits seal affixed by its duly authorized officers this/ day of the undersigned corporation has causits seal affixed by its duly authorized officers this/_ day of the undersigned corporation has causits seal affixed by its duly authorized officers this/_ day of the undersigned corporation has causits seal affixed by its duly authorized officers this/_ day of the undersigned corporation has causits at the undersigned corporation has causits at the undersigned corporation of the undersigned corporation has causits at the undersigned corporation of the undersigned corpora	ed this instrument to	be executed and 202_2.
(SEAL)		
Charley Toppino & Sons, Inc		
Name of Corporation While I have Resisont		
Title Attest		

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

Five Percent of Bid AMOUNT: \$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 Connecticut having its principal place of business at ______ One Tower Square, Hartford, CT 06183 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 Bid Proposal Submitted DOLLARS (\$ -----5%------) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present. THE CONDITION OF THIS BOND IS SUCH THAT: WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for ITB 22-010 / RIGHT OF WAY IMPROVEMENTS 2022 said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications, entitled:

ITB 22-010 / RIGHT OF WAY IMPROVEMENTS 2022

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	, 202 <u>2</u>
PRINCIPAL Charley Toppino & Sons, Inc.	
	STATE OF Florida)
Ву	: SS COUNTY OF Monroe
Travelers Casualty and Surety Company of America	
SURETY	
aw	
By William L Parker Attorney in Fact & FL Res Agent	



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint William L. Parker of MIAMI ,

Florida , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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







State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021

TANK TO THE PARTY OF THE PARTY

marie c Litreault

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 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

2022





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

ANTI-KICKBACK AFFIDAVIT

STATE OF
COUNTY OF MONROE SS
I shared and an include the same day and a second a second and a second a second and a second and a second and a second and a second an
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
Muhal Labrada
NOTARY PUBLIC, State of FL at Large
Notary Public State of Florida Michael P Labrada
My Commission FIF1 138227
My Commission Expires: Expires 08/19/2025

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 22-010 ROW Improvements 2022					
2.	This sworn statement is submitted by Charley Toppino & Sons, Inc					
	(Name of entity submitting sworn statement)					
	whose business address is129 Toppino Industrial Dr, Key West, FL 33040					
	and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2426906					
	(If the entity has no FEIN, include the Social Security Number of the individual					
	signing this sworn statement					
3.	My name is Richard Toppino					
	(Please print name of individual signing)					
	and my relationship to the entity named above isPresident					
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Flor					

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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).

_X	Neither	the	entity	submit	tting	this	sworn	statemen	t, nor	any	officers	, direc	tors,
execu	itives, p	artn	ers, sh	arehold	lers,	empl	oyees,	members	or a	gents	who ar	e activ	e in
mana	gement	of t	he ent	ity, nor	any	affil	iate of	the entity	have	been	charge	d with	and
convi	cted of	a pub	olic ent	ity crim	ie sut	sequ	ent to J	uly 1, 198	9, AN	ID (Pl	ease ind	icate w	hich
additi	ional sta	teme	ent app	lies.)									

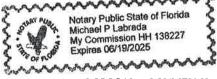
There has been a proceeding concerning the conviction before a hearing of the State
of Florida, Division of Administrative Hearings. The final order entered by the hearing
officer did not place the person or affiliate on the convicted vendor list. (Please attach
copy of the final order.)

____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) - t 1/12/22
(Date)
STATE OFFL
COUNTY OF MONROE
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,
Richard Toppino who, after first being sworn by me, affixed his/her
(Name of individual signing)
Signature in the space provided above on this 16 day of Nov, 2022.
My commission expires:

NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the CONTRACTOR, its SUBCONTRACTOR(S), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes. CONTRACTOR understands and agrees that any and all liabilities regarding the use of any subcontractor for services related to this agreement shall be borne solely by the CONTRACTOR. 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. Ten dollars of the consideration paid by the City is acknowledged by CONTRACTOR as separate, good and sufficient consideration for this indemnification.

This indemnification shall be interpreted to comply with Section 725.06 and 725.08, Florida Statutes.

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 to indemnify, defend and pay for the defense of the CITY, or at the CITY's option, to participate and associate with the CONTRACTOR in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the CONTRACTOR'S receipt of the CITY'S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the CITY sends the notice in accordance with the formal notice mailing requirements set forth in this AGREEMENT.

The CONTRACTOR'S evaluation of liability or its inability to evaluate liability shall not excuse the CONTRACTOR'S duty to defend and indemnify the CITY under the provisions of this AGREEMENT. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the CITY was solely negligent shall excuse performance of this provision by the 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. This indemnification shall continue beyond the date of completion of the work.

			COMPANY SEAL
CONTRACTOR:	Charley Toppino & Son	s, Inc	
Address	129 Toppino In	edustael Da.	
Signature	Print Name	tun	11/11/12
	Pays int	J	Date /
	Title		
NOTARY FOR TH	E CONTRACTOR		
STATE OFFL_			
COUNTY OF MO	NROE		
The foregoing instronline notarization, authorized person of	ument was acknowledged this 16 day of 17 Charley Toppino & So	d before me by means vov , 202 ons, Inc on behalf o	of [X] physical presence, or [] 22, by Puchard Toppus f the Company.
Michae My Co	Public State of Florida el P Labrada mmlssion HH 138227 s 06/19/2025	Signature of Notary P	ublic-State of Florida
Personally Known Type of Identificat		OR Produced Identific	eation

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.
- 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

Charles Tarris & Co. I

• 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 Toppin	o & Sons, inc	Phone: _30	3-296-3606
Current Local Address: 129 Topp (P.O Box numbers may not be used		Fax:30:	5-296-5189
Length of time at this address: 70	years		1/1422
Signature of Authorized Representa	ative	Date:	
STATE OF FL	C	COUNTY OF M	ONROE
The foregoing instrument was ackn	owledged before me this _/6_	_day of <i>Nov</i>	, 202 <u>2</u> .
By Richard Toppino	, of	harley Toppino &	Sons, Inc
(Name of officer or agent, title of o	fficer or agent) (Nan	ne of corporation	acknowledging)
or has produced identification			as identification
(Type of identification)		MIL	The de
Return Completed form with Supporting documents to: City of Key West Purchasing	Michael P Labrada My Commission HH 138227 Expires 06/19/2025	The W	np Name of Notary
	11	tle or Rank	

205 206 5606

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF
COUNTY OF MONROE
I, the undersigned hereby duly sworn, depose and say that the firm of <u>Charley Toppino & Sons</u> , Inc provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799. By
Sworn and subscribed before me this
16th Day of Nov , 202 22.
NOTARY PUBLIC, State of FL at Large

My Commission Expires:

CONE OF SILENCE AFFIDAVIT

STATE OF
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Charley Toppino & Sons, Inc have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.
Sworn and subscribed before me this Day of , 202 Z.
My Commission Expires: Notary Public State of Florida Michael P Labrada My Commission HH 138227 Expires 06/19/2025

NON-COLLUSION AFFIDAVIT

STATE OFFL)
COUNTY OF MONROE : SS
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.
By
Sworn and subscribed before me this
\mathcal{L} day of
NOTARY PUBLIC, State of Florida at Large Notary Public State of Florida Michael P Labrada My Commission HH 138227 Expires 08/19/2025
My Commission Expires:

BIDDER'S CHECKLIST

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

1.	All Contract Documents thoroughly read and understood.	
2.	All blank spaces in Bid filled in, using black ink.	
3.	Total and unit prices added correctly and attached Schedule of Values	
4.	Addenda acknowledged.	
5.	SUBCONTRACTORs are named as indicated in the Bid.	[]
6.	Experience record included.	
7.	Bid signed by authorized officer.	[]
8.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.	[V
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.	[4
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

Inis Contract, made and entered into this	day of	= , 202	, by and between the
City of Key West, hereinafter called the "OWNI	ER", and		
hereinafter called the "CONTRACTOR";			
WITNESSETH:			
The CONTRACTOR, in consideration of the su			
and agreements herein contained, hereby agrees			
furnish all the materials, tools, labor, and all app			
installation, repair and replacement of sidewalks,			
restoration and any scope assigned by the City le	ocated throughout	the City of Ke	y West, FL, to the extent
of the Bid made by the CONTRACTOR, dated t	thec	day of	, 202, all in
full compliance with the Contract Documents re	ferred to herein:		

INVITATION TO BID, INSTRUCTIONS TO BIDDER, PROPOSAL, PERFORMANCE AND PAYMENT BONDS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, SPECIFICATIONS, DRAWINGS AND ADDENDA, which consists of RIGHT OF WAY IMPROVEMENTS 2022, ITB 22-010 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 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 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 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, for each Work Order.

In the event that the CONTRACTOR shall fail to complete the work within the time limit established in a specific work order 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 two (2) year after the date of the execution of the Contract by the OWNER, unless OWNER grants a one-year contract extension at the discretion of the City.

of, 202	arties hereto, each herewith subscribe the same, this	day
CITY OF KEY WEST, FLORIDA		
· · · · · · · · · · · · · · · · · · ·		
Patti McLauchlin, City Manager By		
Contractor		
Ву		
Title		

FLORIDA PERFORMANCE BOND

BOND NO
AMOUNT: \$
NOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section
55.05,
rith offices atereinafter called the CONTRACTOR (Principal), and
ith offices at corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinaffalled the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held firmly bound unto CITY OF KEY WEST, represented by its
,hereinafter called the CITY (Obligee), in the sum of
DOLLARS (\$
HE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:
HEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, will be CITY, dated, 202, to furnish at his own cost, charges, and expense all the cessary 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 are anditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract cuments is made a part of this Bond as fully and completely as if said Contract Documents were set for erein;
OW THEREFORE, the conditions of this obligation are such that if the above bounder ONTRACTOR:
Shall in all respects comply with the terms and conditions of said Contract and his obligation there under cluding the Contract Documents (which include the permit form, coral relocation plan, specifications, and additions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid cepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if an usuad prior to the opening of bids), being made a part of this bond by reference, at the times and in the canner 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 WH day of being hereto affixed of its governing body	and those prese	, 202	, the name an	d corporate seal	of each corporate pa	arty
Contractor						
By (seal)						
Attest	*					
Surety					ж	
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
RIGHT OF WAY IMPROVEMENTS 2022 attached hereto, with the CITY, dated

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 is 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.

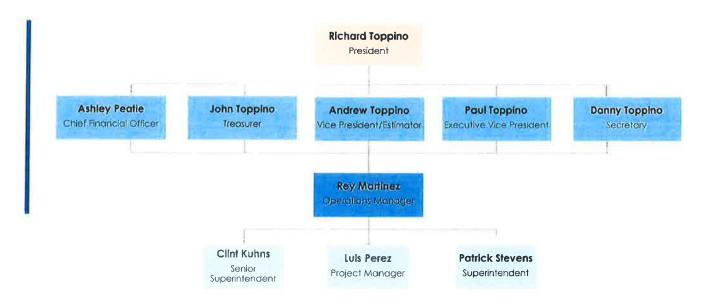
Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2)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

IN WITNESS WHEREOF, a day of party being hereto affixed and authority of its governing body.	the above parties bounded together have executed this instrument this, 202, the name and corporate seal of each corporate those presents duly signed by its undersigned representative, pursuant to
Contractor	
By (seal)	-
Attest	
Surety	-
By (seal)	

Attest



Management Staff







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

Major Projects

UNITED AND GRINNELL ST WATER MAIN IMPROVEMENTS KWIA TAXIWAY A FKAA KEY HAVEN UTILITY IMPROVEMENTS FKAA KEY HAVEN UTILITY IMPROVEMENTS FKAA KEY HAVEN UTILITY IMPROVEMENTS Address: 1100 KENNEDY DRIVE Telephone: 305-292-4426 Telephone: 305-292-4426 Address: 6050 PORTER WAY Telephone: 941-371-6222 Name: Ajax Building Corporation SUGARLOAF SCHOOL Address: 109 Commerce Blvd,						
		Name: DON HUBBS	7/18/2017	OUND	COMPLETE	\$527,921.34
	NEDY DRIVE	Company :FKAA		UTILITIES		
	-2454	Telephone: 305-296-3965				
	COUNTY BOCC	Name: Charles Waller	11/17/2021	UTILITIES,		\$7,210,999.66
	EAD ST, KEY WEST,	Com: Jacobs Engineering Group		DRAINAGE	PRE-CON	
	-4426	Telephone: 904-636-5432		RESTORATION		
		Name: DAVID L. MATHEWS	7/15/2016	UNDERGROUND	COMPLETE	\$2,779,313.80
	INEDY DRIVE	Company: MATHEWS CONSULTING		UTILTIES, LIFT STATIONS.		
	5-2454	Telephone: 561-655-6175		PAVING, STRIPING		
AF SCHOOL	DING CORP	Name: ALLEN PEREZ	5/25/2017	CLEARING,	COMPLETE	\$4,578,670.40
	TER WAY	Company: PEREZ ENGINEERING		EARTHWORK, UTILTIES		
	-6222	Telephone: 305-293-9440				
	g Corporation	Name: ALLEN PEREZ	4/15/21	UTILITES	ACTIVE	\$3,884,348.24
Oldsmar,FL		Company: PEREZ ENGINEERING		GRADING ASPHALT		
Telephone: 941-371-6222	1-6222	Telephone: 305-293-9440				
STOCK ISLAND ROADWAY & Name: MONROE COUNTY BOCC	OUNTY BOCC	Name: FRANCISCO ALONSO	6/21/2017	DRAINAGE,	COMPLETE	\$4,097,278.47
DRAINAGE IMPROVEMENTS Address: 1100 SIMONTON ST	ONTON ST	Company: T.Y. LIN INTERNATIONAL		SIRUCIURES		
Telephone:305-292-4426	-4426	Telephone: 305-567-1888		, PAVEMENT, STRIPING		
WRECKERS CAY Name: Gediminas Bulota	ulota	Name: Aldo Minozzi	3/30/2021	MULTI-UNIT	ACTIVE	\$44,881,021
APARTMENTS Integra Investments		Company: PQH Group		CONSTRUCTION		
Telephone:305-774-0110	0110	Telephone: 904-224-0001				

MAJOR PROJECTS

Name: Scott Kunselman Telephone: 321-431-7029 OF MIAMI Name: CARLOS HUEMBES E BLVD, MIAMICompany: VILLA AND ASSOCIATES Telephone: 305-661-8181 Name: ORACIO RICCOBONO VE, MIAMI, FL Company: GEOSOL, INC Telephone: 305-828-4367 Name: Hernan Lugo Company: HBC Engineering Telephone: 305-232-7932 Name: Erica Pool Key West, FL Company: K2M Design Telephone: 305-292-7722 Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 904-636-5432 Poration Name: ALLEN PEREZ ENGINEERING Company: PEREZ ENGINEERING	Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
3491 S.ROOSEVELT BLVD, KEY WEST Telephone: 305-809-5239 Name: ARCHDIOCESE OF MIAMI Name: CARLOS HUEMBES Address: 9401 BISCAYNE BLVD, MIAMICompany: VILLA AND ASSOCIATES Telephone: 305-762-1032 Telephone: 305-661-8181 Name: GENERAL ASPHALT Name: Oronpany: GEOSOL, INC Telephone: 305-592-3480 Name: Hernan Lugo Address: 4950 NW 172 AVE, MIAMI, FL Company: GEOSOL, INC Telephone: 305-450-9555 Name: Hernan Lugo Address: 1100 United St, Key West, FL Company: K2M Design Telephone: 305-809-3962 Name: CHARLES WALLER Address: 1100 SIMONYON ST Telephone: 305-292-4426 Name: Ajax Building Corporation	TA ACCESS ROAD	Name: BETH LETO	Name: Scott Kunselman	3/19/21	CLEARING,	ACTIVE	\$3,213,636
Telephone: 305-809-5239 Telephone: 31-431-7029 Name: ARCHDIOCESE OF MIAMI Name: CARLOS HUEMBES Address: 9401 BISCAYNE BLVD, MIAMICompany: VILLA AND ASSOCIATES Telephone: 305-762-1032 Telephone: 305-661-8181 Name: GENERAL ASPHALT Name: ORACIO RICCOBONO Address: 4950 NW 172 AVE, MIAMI, FL Company: GEOSOL, INC Telephone: 305-592-3480 Name: Hector Rodriguez Name: Hector Rodriguez Name: Hector Rodriguez Name: Hernan Lugo Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555 Name: Albi Balliu Address: 1100 United St, Key West, FL Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426 Name: Ajax Building Corporation Name: Ajax Building Corporation Name: Alax Building Corporation Name: Ajax Building Corporation Name: Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Company: PEREZ ENGINEERING Company: PEREZ ENGINEERING		3491 S ROOSEVELT BLVD, KEY WEST	Company: McFarland Johnson		STRIPING,		
Name: ARCHDIOCESE OF MIAMI Address: 9401 BISCAYNE BLVD, MIAMICompany: VILLA AND ASSOCIATES Telephone: 305-762-1032 Telephone: 305-661-8181 Name: GENERAL ASPHALT Address: 4950 NW 172 AVE, MIAMI, FL Company: GEOSOL, INC Telephone: 305-592-3480 Telephone: 305-592-3480 Name: Hector Rodriguez Name: Hector Rodriguez Name: Hector Rodriguez Name: Albi Balliu Address: 1100 United St, Key West, FL Company: KZM Design Telephone: 305-809-3962 Telephone: 305-292-7722 Name: MONTON ST Telephone: 305-292-4426 Telephone: 305-292-4426 Telephone: 904-636-5432 Name: Ajax Building Corporation Name: Alax Building Corporation Name: Alax Building Corporation Name: Ajax Building Corporation Name: Alax Building Corporation		Telephone: 305-809-5239	Telephone: 321-431-7029		DRAINAGE		
Address: 9401 BISCAYNE BLVD, MIAMICompany: VILLA AND ASSOCIATES Telephone: 305-762-1032 Telephone: 305-762-1032 Telephone: 305-61-8181 Telephone: 305-592-3480 Name: Hector Rodriguez Name: Hernan Lugo Address: 3100 Overseas Hwy, Marathon, FL Company: HBC Engineering Telephone: 305-450-9555 Telephone: 305-232-7932 RONT Name: Albi Balliu Address: 1100 United St, Key West, FL Company: KZM Design Telephone: 305-809-3962 Telephone: 305-292-7722 XWIA Name: MONROE COUNTY BOCC Telephone: 305-292-4426 Telephone: 305-292-4426 Telephone: 305-292-4426 Name: Ajax Building Corporation Name: ALLEN PEREZ ENGINEERING Oldman; PEREZ PEREZ ENGINEERING Oldman; PEREZ ENGINEERING OLD	MARY'S ACTIVITY CENTER	Name: ARCHDIOCESE OF MIAMI	Name: CARLOS HUEMBES	5/8/2017		COMPLETE	\$1,574,143.14
ATHON Name: GENERAL ASPHALT Name:ORACIO RICCOBONO Address: 4950 NW 172 AVE, MIAMI, FL Company: GEOSOL, INC Telephone: 305-592-3480 Telephone: 305-828-4367 Name: Hector Rodriguez Name: Hernan Lugo Address: 3100 Overseas Hwy, Marathon, FL Company: HBC Engineering Telephone: 305-450-9555 Telephone: 305-232-7932 RONT Name: Albi Balliu Name: Erica Pool Address: 1100 United St, Key West, FL Company: K2M Design Telephone: 305-809-3962 Telephone: 305-292-7722 KWIA Name: MONROE COUNTY BOCC Name: CHARLES WALLER Address: 1100 SIMONTON ST Telephone: 904-636-5432 Telephone: 305-292-4426 Telephone: 904-636-5432 Name: Ajax Building Corporation Name: ALLEN PEREZ ENGINEERING Oldsmar, FL Company: PEREZ ENGINEERING Company: PEREZ ENGINEERING Company: PEREZ ENGINEERING Company: PEREZ ENGINEERING		Address: 9401 BISCAYNE BLVD, MIAM	Company: VILLA AND ASSOCIATES		CONSTRUCTION		
Address: 4950 NW 172 AVE, MIAMI, FL Address: 4950 NW 172 AVE, MIAMI, FL Telephone: 305-592-3480 Name: Hector Rodriguez Name: Hernan Lugo Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555 Telephone: 305-322-7932 Telephone: 305-450-9555 Telephone: 305-232-7932 Telephone: 305-450-9555 Telephone: 305-292-7722 Telephone: 305-809-3962 Telephone: 305-292-7722 Telephone: 305-292-7722 Telephone: 305-292-4426 Telephone: 305-292-4426 Telephone: 305-292-4426 Telephone: 305-292-4426 Telephone: 305-292-4426 Telephone: 305-292-4426 Telephone: 904-636-5432 Name: Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Oldsmar, FL Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Oldsmar, FL Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Oldsmar, FL		Telephone: 305-762-1032	Telephone: 305-661-8181				
Address: 4950 NW 172 AVE, MIAMI, FL Company: GEOSOL, INC Telephone: 305-592-3480 Name:Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Company: Hernan Lugo Address: 3100 Overseas Hwy, Marathon, FL Company: HBC Engineering Telephone: 305-450-9555 Telephone: 305-450-9555 Telephone: 305-809-3962 Telephone: 305	OT E-6196 MARATHON	Name: GENERAL ASPHALT	Name: ORACIO RICCOBONO	3/3/2017		COMPLETE	\$1,010,539.55
Telephone: 305-592-3480 Name: Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555 Telephone: 305-450-9555 Telephone: 305-450-9555 Telephone: 305-232-7932 Telephone: 305-809-3962 Telephone: 305-292-7722 Telephone: 305-292-4426 Telephone: 305-292-7722 Telephone: 305-292-4426 Telephone: 305-292-7722 Telephone: 305-292-7722 Telephone: 305-292-7722		Address: 4950 NW 172 AVE, MIAMI, FL	Company: GEOSOL, INC		DKAINAGE, SUBBASE		
Name: Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555 Telephone: 305-450-9555 Telephone: 305-450-9555 Telephone: 305-809-3962 Telephone: 305-809-3962 Telephone: 305-809-3962 Telephone: 305-809-3962 Telephone: 305-809-3962 Telephone: 305-292-7722 Telephone: 305-292-4426 Telephone: 305-292-7722		Telephone: 305-592-3480	Telephone: 305-828-4367		INSTALLATION		
Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555 Telephone: 305-450-9555 Telephone: 305-450-9555 Telephone: 305-450-9555 Telephone: 305-809-3962 Telephone: 305-809-3962 Telephone: 305-809-3962 Telephone: 305-809-3962 Telephone: 305-809-3962 Telephone: 305-292-7722 Telephone: 305-292-4426 Telephone: 305-292-7722	OT T6489		ame: Hernan Lugo	6/23/20		ACTIVE	\$6,014,031.65
Telephone: 305-450-9555 Telephone: 305-232-7932 RONT Name: Albi Balliu Address: 1100 United St, Key West, FL Company: K2M Design Telephone: 305-809-3962 Telephone: 305-292-7722 Telephone: 305-292-7722 Name: CHARLES WALLER Address: 1100 SIMONTON ST Telephone: 305-292-4426 Telephone: 305-292-4426 Telephone: 904-636-5432 Telephone: 305-292-4426 Telephone: 904-636-5432 Telephone: 905-292-4426 Telephone: 905-292-7722		Address: 3100 Overseas Hwy, Marathon, FL	Company: HBC Engineering		Stabilization, RipRap		
'RONT Name: Albi Balliu Name: Erica Pool Address: 1100 United St, Key West, FL Company: K2M Design Telephone: 305-809-3962 Telephone: 305-292-7722 'KWIA Name: MONROE COUNTY BOCC Name: CHARLES WALLER VEMENTS Address: 1100 SIMONTON ST Company: JACOBS ENGINEERING Telephone: 305-292-4426 Telephone: 904-636-5432 Yool Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Address: 109 Commerce Blvd, Oldsmar, FL Company: PEREZ ENGINEERING		Telephone: 305-450-9555	Telephone: 305-232-7932				
Address: 1100 United St, Key West, FL Telephone: 305-809-3962 Telephone: 305-809-3722 Telephone: 305-809-3962 Telephone: 305-292-7722 Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 305-292-4426 Telephone: 305-292-4426 Telephone: 904-636-5432 Name: Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Telephone: 901-636-5432 Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Telephone: 201-271-272	JMAN WATERFRONT	Name: Albi Balliu	Name: Erica Pool	9/27/19	vation,	ACTIVE	\$4,765,712.00
Telephone: 305-809-3962 Telephone: 305-292-7722 VEMENTS VEMENTS Address: 1100 SIMONTON ST Telephone: 305-292-426 Company: JACOBS ENGINEERING Telephone: 305-292-4426 Telephone: 904-636-5432 Name: Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Company: PEREZ ENGINEERING Telephone: 305-292-7722	NN FILASE IB	Address: 1100 United St, Key West, FL	Company: K2M Design		Athletic Field Development, Install		
YEMIA Name: MONROE COUNTY BOCC Name: CHARLES WALLER VEMENTS Address: 1100 SIMONTON ST Company: JACOBS ENGINEERING Telephone: 305-292-4426 Telephone: 904-636-5432 Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar; FL Name: ALLEN PEREZ ENGINEERING Tolcher of 121 Corporation Oldsmar; FL Company: PEREZ ENGINEERING		Telephone: 305-809-3962	Telephone: 305-292-7722				
Address: 1100 SIMONTON ST Telephone: 305-292-4426 Telephone: 904-636-5432 Telephone: 904-636-5432 Telephone: 904-636-5432 Telephone: 904-636-5432 Telephone: 906-636-5432 Telephone: Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Company: PEREZ ENGINEERING	NROE COUNTY KWIA AINAGE IMPROVEMENTS	Name:MONROE COUNTY BOCC		11/22/2016	ŁK,	COMPI ETE	\$2,818,122.25
Telephone: 305-292-4426 Telephone: 904-636-5432 Name: Ajax Building Corporation Name: ALLEN PEREZ Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Telephone: 304-636-5432		Address: 1100 SIMONTON ST	Company: JACOBS ENGINEERING		DRAINAGE	COMPLETE	
Name: Ajax Building Corporation Name: ALLEN PEREZ Address: 109 Commerce Blvd, Company: PEREZ ENGINEERING Telebrar, FL		Telephone:305-292-4426	Telephone: 904-636-5432				
Address: 109 Commerce Biva, Company: PEREZ ENGINEERING Oldsmar,FL	NLEY SWITLIK	Name: Ajax Building Corporation	Name: ALLEN PEREZ	2/27/18	SITEWORK,	COMPLETE	\$4,343,634.55
	MENIARY SCHOOL	Address: 109 Commerce Biva, Oldsmar,FL Telenberg: 041 271 6222	Company: PEREZ ENGINEERING		UNDERGROUND UTILITIES		
1 clephone: 341-371-0222		1 elepilone: 941-3 / 1-0222	l elephone: 303-293-9440				

MAJOR 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	PRECON	\$10,556,104.42
FKAA KEY HAVEN FM EXTENSION	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	11/22/2018	UNDERGROUND UTILTIES, 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, UTILTIES, CONCRETE	COMPLETE	\$15,164,925.26
STOCK ISLAND MARINA VILLAGE HOTEL	Name: SIMV 1, LLC Address: 2121 PONCE DE LEON BLVD STE 1250, CORAL GABLE, FL 33134 Telephone: 305-296-3904	Name: MICHAEL GIARDULLO Address: 201 W. MARION AVE STE 1306, PUNTA GORDA, FL Telephone: 941-505-1700	2/29/2016	SITEWORK, HOTEL CONSTRUCTION	COMPLETE	\$18,958,714.22
BIG PINE OBSERVATION PLATFORM AND REYNOLDS ST PIER	Name: Monroe County BOCC Address: 500 Whitehead St, Key West, FL Telephone:305-292-4426	Name: Stantec Address: 21301 Powerline Rd, Ste 311 Boca Raton, FL 33433 Phone: 561-487-3379	3/21/2018	Platform Construction, Pilings, Boardwalk, Pier Restoration	COMPLETE	\$762,854.75
QUARRY HOUSING DEVELOPMENT	Name: QUARRY PARTNERS LLC 3030 HARTLEY RD, Address: JACKSONVILLE, FL 32257 Telephone: 904-288-7778	Name: RODOLFO MARTIN Company: PQH GROUP DESIGN, INC Telephone: 904-224-0001	6/7/2018	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK,	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	\$10,461,140



Company Officers and Directors

CT&S company officers

Title President

Toppino, Richard

10 Egret Lane

Key West, Fl

Title Treasurer

Toppino, John

#18 Calle Uno

Key West, Fl 33040

Title Vice President

Toppino, Andrew

129 Toppino Industrial Dr

Key West, Fl 33040

Title Secretary

Toppino, Daniel P

Po Box 787

Key West, Fl 33041

Title Executive Vice President

Toppino, Paul

1500 Catherine Street

Key West, Fl 33040

Title CFO

Peattie, Ashley

Po Box 787

Key West, Fl 33041



2. Charley Toppino & Sons Experience





Key West & Lower Keys



- United & Grinnell St. Water Main Improvements
 - ▶ \$527,921,34
- > NAS 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
 - ▶ \$2,818,1222.25
- > Quarry Housing Development
 - ▶ \$6,163,588.00

- Poinciana Gardens Assisted Living
 - > \$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 Coppit Wastewater System
 - > \$11,078,347.00
- > Key Haven Estates Sitework
 - > \$299,917.75

Joppino

Middle & Upper Keys



- Stanley Switlik Elementary Sitework & Underground Utilities
 - » \$3,775,000.00
- FDOT Hurricane Irma Repairs 16489
 - > \$6,002,466.00
- 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
- FDOI Summerland Key Roadway & Drainage E6K75
 - > \$2,000,000.00
- Tarpon Harbor Marathon
 - > \$2,154,405.00

- Lazy Lakes RV Resort Utilities Improvements
 - > \$753,000
- Plantation Key Courthouse Demolition & Sitework
 - ▶ \$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 Coppit
 - > \$2,052,268.00
- FDEP Bahia Honda Sandspur Restoration
 - > \$2,962,347.00
- FDEP Heritage Trail: Spanish Harbor to 7 Mile Bridge
 - > \$4,083,000.00
- Grossy Flats Resort Marathon Site Development
 - **\$687,569.40**



Tab 2 - Job Highlights

Truman Waterfront Park

- 1500 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 3000 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.

FKAA 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



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m	O.	DESCRIPTION	* V			DATE	
4			# TUNDO	MODEL	TITLE #	DELIVERED	STATUS
2	B-02	1987 CASE B/HOE					
9	B-04	1994 CAT EXCAVATOR	3360209914	590 Super L	6500		IN SERVICE
+	at a	4000 22F TD4 CK 110F	9RL00362	322L	22000		INSERVICE
+		1300 223 IRACK HUE	2ZD01409	225-B	18000		N OF CHAPTE
, l	8-18	OVERHAUL ON 8-18			200		IN SERVICE
60	B-20	1988 CAT EXCAVATOR	5-AF-00347	225.0	00000		IN SERVICE
10	B-40	1997 CAT EXCAVATOR	4 1800000	2.22-0	22000		IN SERVICE
-	B-42	2003 CASE BIHOE MODEL	JUNIOUSSE	375-L	75000		IN SERVICE
12	B.43	1900 CAT DUOR	JJG0288426	290 SM	40000	12/2005	IN SERVICE
1 2	2 4	2002 VOLVO PRIOT	2JR2415	325	5681 HRS		IN SERVICE
†	0 45	2002 VOLVO BIADE	EW170KRC03631	EW 170	39500		IN SERVICE
+	2	ZOUS CAL BIRIDE	FDP25239	420D	42700	5/12/2006	NSERVICE
2	0.45	2007 CAT B/HOE	JJG00464	324DL	154000	5/4/2007	N SERVICE
او	44	2006 CAT B/HOE	KCX01173	3080	9000	11/8/2007	IN SERVICE
1	B-48	2008 CAT B/HOE	PHX01025	22001	2452 UDG	014410040	N OF THE
18	8.49	2014 CAT B/HOF	0000000110	SOOF	571 5545	2102/81/0	IN SERVICE
19	1	2015 JOHN DEEDE BILDE	LANGOOS	SZSEL	1820	6/18/2014	IN SERVICE
۱	23 0	2015 JOHN PERPERSON	1FF075GXJE015481	75G		9/25/2015	IN SERVICE
١,	20-0	2016 JUHN DEEKE 50G EXCAVATOR	1FF050GXTGH284059	50G		6/24/2016	IN SERVICE
7 8	8	2016 CAL 326 FL EXCAVATOR	WGL00973	326FL		10/4/2016	IN SERVICE
1 8	000	HI ACHI I KACKHOE				1/15/2017	IN SERVICE
3) (2013 VOLVO EW180 (RUBER TIRES)	EW180220147	EW180 S1		2/20/2018	IN SERVICE
7			C235E310169	ECR235EL		3/21/2018	IN SERVICE
52		ZO CAT 308E2CRSB	FJX00307	308E2CRSB		RENT-BUY	IN SERVICE
56	Ţ	2015 CAT 329FL	ERL00794	329FL	A	PURCHASED 5.14 IN SERVICE	IN SERVICE
27	B-61	2020 JOHN DEERE 85G EXCAVATOR	1FF085GXEKJ021508	85G	Image: Control of the con	PURCHASED 5.12 IN SERVICE	IN SERVICE

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5	1990 HUBER GRADER	M860	M860		10/26/2018	IN SEBVICE

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1-22	1999 BOB CAT	StA47275					
-34	SANS CAT LOADER	0770744	836				POUTO IN
	-	8CR03546	IT-28G				IN SERVICE
3	2007 CAT	CAT00908VTAR01138	808				IN SERVICE
7	2008 BOB CAT	ASCKOOLEE	000		DEL 04/12/2007		IN SERVICE
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L48	2015 CAT LOADER	CATDS50KI RAADS647	DEON		1	AL MICH MAKATHON	IN SERVICE
- 43	2012 CAT LOADER	TOO COOK	YORK		DEL 07/01/2015		IN SERVICE
9	1	CEGZON	924H		DEL 08/07/2015		IN SERVICE
		JRD00390	908H2		PUR 12/03/2015		IN SEDVICE
9		BYF01413	245011		CIONIDOAC		IN SERVICE
r.	CAT 908H2	JRD02548	10000		8/24/2019		IN SERVICE
23	KUBOTA COMPACT I CALED	244.30	30000		7/11/2017		IN SERVICE
1	2014 CAT L CADED	21120	SVL75-2HW		10/30/2017		N SERVICE
ľ	4	CA 10930K TRHN03290	930KQC		1/3/2018		IN SFRVICE
3	1	KTG04373	930M		10/12/2018		INSERVICE
3		DW544GD545484	544G	67208309	10/25/2018		20000
į	12018 CAT 950GC	M5T01194	,		01070707		IN SERVICE
285	2018 CAT 914M	U2400540	20000		8102/6/11		IN SERVICE
94	SAME CAT GOOM	100013	914M		5/1/2020-PICKED UP		IN SERVICE
100	1	K1G00647	930M	N/A	6/30/20-DELIVERED		IN SERVICE
3	-	KTG00645	930M	N/A	7/1/20-DELIVERED		IN SERVICE
3	Z019 John Deere	1DW544LZHKF700290	544L	N/A	RIGIZUSU		TOWN TOWN

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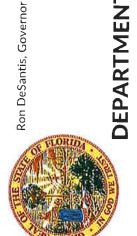
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			MODEL #	DELIVERED	STATUS
202	1981 Case Vibratory	840124421	W-121	1001	
404	Rammax Trench Roller		PC23/46C	4414214002	IN SERVICE
R-06	Amerimax	35410740		7661/01/11	IN SERVICE
R-20	Walk Rehind Roller	04.01.00	F33	1/1/1995	IN SERVICE
P.22	District Difference of the same	9300228	SDS33D	6/25/1993	IN SERVICE
	Contrad Roller 2006	.101920001051.	BW 141AD-4	1252008	COLO TREPORT
K-25	INGERSOLL RAND	165472	DD-12	Anoci v Ci Ot	
R-26	2009 RAM MAX	1537819	C 2010	20074-700	IN SERVICE
R-27	CAT ROLLED	0101001	F33/ Z4HMMK	4/2/2009	IN SERVICE
R-28	DVNADAC BOLLED	24001873	CB-24	1/8/2013	IN SERVICE
000	DINALAC NOLLER	10000138E0A011324	CA2500	4/1/2014	IN SERVICE
200	2011 DOLL	CATOCB24P24006545	CB24	9/26/2016	IN SERVICE
	ZU14 BUMAG	191920651004	BW190AD	4/15/2018	IN SERVICE
K-21	2018 Bornag Roller	101586886792	RW211D 50 Single	RW2110.50 Single 1700 DENITAL BUDGLIA	
R-32	2006 BOMAG ROLLED	004044600494	aliano po di Isano	IND REMINE-FUNCHA	IN SERVICE
P. 73		301C14603434	BW9ASW	10/26/2018	IN SERVICE
250	בא	8500 101720132239	BMP8500	2/25/2019	IN SERVICE
5	2013 CAI CB24B	2X401662	CB24B	4/22/2019	IN SERVICE

	r	TAG#		470RGN	GBGV44	- REMERCE	ASSESS.	NR374C	KAMERA	P4116B	N7850U	N830:V	NATATAN	NS646Y	NVA	NSS477	EVEU38	HMZ43	4 HALTHYS	W.OCAY	NCBROOP .	CREME	NKRIBES	SAPXC.	NG475X	Parallea		DOMESTIC OF THE PARTY OF THE PA	BIRIEZE	EDEY78	EVEP93	N5643Y	N5644Y	NSSAZY	N4862Y	The state of the s	N/A	N/A	PSTZA	PETSTA	P6188A	KEPPES	KANARSK	KAMETSE	1,686,347
ļ	٥	TTLE #		68067462	20590810	67904560	80065206	81993661	70577767	90840767	90840795	91981380	92875839	93286343		94548445	94989583	97079069	76580846	80977038	277700990	101121137	91381503	108768307	83086444	TRANSPORT	- Andreader	117099663	102190045	119454108	119670423	125572311	125572384	125572217	98930839	127755375	NA	NA	130526320	130992057	130858271	132252325	182628468	18850 E. R	A CONTRINSION
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AE-40 11998 BAHOE 7L.		18805252819313009		70544531	Cooper	WA SCOUT		KEG HILL IN	A IN SERVICE 627/18-NE
1645 1995 Barco Ti	1	NDVIND200057315			10010	1000		*	M SERVICE
	SCOM	1890S292XP313007	Dump	TREAMENE	3	2405			IN SERVICE
۲ř	LOW BOY	4WMDK2S2221001620	10 Ton Th	1	411400	WATER IN		1.67	TOWNS ME
-10	SAR	3S ENCLOSED TRAAFPERIOHOLCATEST	10101	300000	219900	NA-PERM TRE	SWALL LOWBOY	1739	SUBSESSME.
10-0 1996 I KAIL KING	LOW BOY	TECANOSTURE	Signal Control		GPYS57	300-51	MATT BUSSARD	JOSEPH	SCHOOL M
		/97590 E 1700-7011	IKIONI	70577788	5153000	NAPERITRE	LARGE LOWBOY	37.1	A CONTRACTOR OF THE PERSON OF
		HILL MODERACIO COCCOS DE GOS	Ţ.		EEKL98	12-000		WORTH COM	TAN STANCE
TESS 2006 BARCO	WO'S	30410F (01160,203935			LPJG83	Jun-21	ALEX MEDEROK		THE SECURITY OF THE SECURITY O
TESS 1979 PIPE CREW OFFICE		189US25286P313001		96525366	519800	N/A-PERM TRL	13951	17.64	M. N. TOWN.
TEST Grout Pump		7.093074019		97154173	PJG82	An.23	CLINT KURNS		A SHOKE
15	NOW SOL	NOVING200662825			277710	Jun-21			BOOM
TESS 2014 HITCH KING IPALI: TOPPINO!	1	112502492EL079438	SOCSUS	115252105	535500	N.A.PERM TRL	DROP NECK LOWROY		MOCHENA
CLESS 1988 SUN		H11K48200072014S0			588QW	340-21	PALIL TOPPING		OCCOONAL
ALESE SOUS SWIM 7x18 CARGO TRAIL FO	SALE STORY SALE STORY SALES	ALL SPICE 184CH1623JT010547			X2.1241	Jun-21	Doocal trailer		Name of the least
1182 2016 3 6 X 1851 TANDEM AVE: ENCY OF 10650 ENGINEER	2000 1013 30301 30	15907X164FM962079	SW-07x157		JAPKZE	3un-21	CLINTKUNNS	Sucception	The state of the s
٠,	ISSUES ENCLOSED IRALER	15986X16XGM582290	SWTM	125345531	rtCL/2522	Jun-21	JOSEG	TOTOGRA	OCCUPANT DESCRIPTION
T	1 Out one	SHUNS428EU107335		113908339	HYJR63	Jun-21	PURCH 3/2017	PASSIE LABOR	
TES6 2017 PALMER TRAILED	econi.	1DAHFCX2X_IP022297	TEBOHT40	127414185	515800	N/A-PERM TRL	DELIVERED SCOUT	VOR MO	NAME OF TAXABLE PARTY.
7	- Constant	1PS24HS29HAD03422	TA24H	129533508	5239CU	NA-PERM TRL			3-Janobas Ma
	and a	1P924-522JA003445	TAZER	128633637	\$240CU	NA-PERM TRL			COMMON DE
		17662	YELLOW	1017390432	JOK 825	300-21	Jan-18	YELOW	SURPRISE III
1	-	15911121615389181		84280456	KUN DK2	Jun-21			A CONTRACTOR OF THE PERSON OF
Т		SSBPTEA23KU034031			KYB NSS	Jun-21			2000000
Г	1000 50	15950121181303044		100585056	PJXC63	Jun-21			- SURCOSMI
7L-73 2020 DIAMOND C DECK OVER	TDANGE	SFTCF1225M1001923	FT-20-2	139639436	PKW47	Jun-21		3LACK	SECSEMENT STATES
ı	The state of the s	400-U3023-1225885	2X212	1187556918	CTANDATA	20.00		2000	

	DESCRIPTION			DATE	
	TOT TOTAL	SERIAL #	MODEL#	DELIVERED	STATUS
CR 402 C	Cedar Rapids Cobra 1000 30" X 40"				
CR42 C	Conveyor for crusher (CR-02)	49851	Cobra 1000		IN SERVICE
R-02 C	GR-82 Crushing plant (CR-02)				IN SERVICE
CR-02 p	pin plate CRUSHER				IN SERVICE
R-82 n	GR492 new crusher (CR-02)				IN SERVICE
K-02 N	ON Magnet for CR-02				IN SERVICE
R 82 C	SRSS Other equipment CRUSHFR				IN SERVICE
R-02	OR-82 new crusher (CR-02)				IN SERVICE
R-02 R	SEAST REBUILT CLIMMINS NAA DIESEI ENGINE DI MAD				IN SERVICE
K.02	BEEDER-GENERAL KINEMATICS BABANOLINE IL STEDEN	SN #60511150			IN SERVICE
C 69-49					IN SERVICE
	NGINE				IN SERVICE
		8186688	BF4M1012C		IN SERVICE
CR-03 2	2000 Used Kolbert Digaser 4223 Dominion Parker				
Т	2015 GENERATOR MODEL 2467 2505 CD 120 House	SN #402264	PIONEER 4233		IN SERVICE
7	STATE OF MODEL STOT-0888- FOR NEW CRUSHER				IN SERVICE
CR-04 2	2015 MCCLOSKEY 144 IMPACT CRITCHED				
		84538			IN SERVICE
SC-01 2	20,000 Mark II Powerscreen BIG UNIT	527224482			N SEOVICE
2-01A S	SC-01A Screen- Gem Industrial Supply	20112			IN SERVICE
2-018 2	SC-018 2013 MCLANAHAN DOUBLE SCREW WASHED				IN SERVICE
2-01C P	SC-01C POWERSCREEN-CONVEYORS				IN SERVICE
040	NOME OF THE PROPERTY OF THE PR				IN SERVICE
0.00	SCHOOL ENGINE (GERMAN DEUIZ)	8186688	BF4M1012C		IN SERVICE
SC-02 S	SCREEN MACHINE PORTABLE	70D35SP9E483			IN SERVICE

Serial # Model # Title # Tit		Description					
SECTION ATTERNATION COURT COURT			Serial #	Model #	Titte #	Tag #	STATU
Section Figure	100						
19 19 19 19 19 19 19 19		1	1685-192-4730	J-100-10050			
New York Far Street Far S		5	WHITE TAKENE	2000		The state of the s	
Nissan Fork Lift 8,000 LB Diese YF03-002437 YF03A35TV shop cts		100	Control of the Contro	PIL ZSBYOG			100
199 Moffett Forkiff (T-52: FL)		Nissan Fork Lift 8 000 I R Dies	District 12018	HORNAL			100
SAN AT14E50120 AT14E50120 Shop cts	(P)	199 Moffett Forkiff (T-52 Ft)	YF03-002437	YF03A35TV		shop cts	IN SERVI
A114E50120 shop ds		2013 FORKI IFT CAT PRESIDING ATTACE DATE	9777				N SEBVIC
00524 HHF08CB0000524 at mcp		2015 BEC BLANK FORKS (SHOOL FORK) 14E-30120	AT14E50120			shop cts	IN SERVICE
VN HHF08CB0000524 AHF08CB0000524 at mcp N005V02804E HYSTER H90FT at mcp HHKHHN13PHDDD2287 30D-9 MCP MARATHON IN SHOP LIFT (MR LIFT TRUCK) AF14E30194 SHOP		CHAIL MOUNT COOK CITY					
HHF08CB0000524 AHF08CB0000524 at mcp N005V02804E HYSTER H90FT at mcp HHKHHN13PHDDD2287 30D-9 MCP MARATHON II		HYUNDAI FORKI IET 251, 78 CRI LUFEGGDSSSSSS					
N005V02804E HYSTER H90FT HHKHHN13PHDDD2287 30D-9 MCP MARATHON (INR UFT TRUCK) AF14E301S4 SHOP		HYSTER HONET 2007 DIEGE	HHF08CB0000524			at mco	IN SEBVIC
IFT (MR LET TRUCK) HHKHHN13PHDDD2287 30D-9 MCP MARATHON II		HYUNDAI 30D-9	N005V02804E	HYSTER H90FT			IN SERVIC
AF14E301S4			HHKHHN13PHDDD2287	30D-9		MCP MARATHON	IN SERVIC
	П		AF14E30194			SHOP	IN SERVIC
	1						



Melanie S. Griffin, Secretary



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION STATE OF FLORIDA

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

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2022

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		NAME: Iliana Abbate	
Marsh & McLennan Agency LL0 9850 N.W. 41st Street	3	PHONE (A/C, No, Ext):	FAX (A/G, No);
Suite 100		E-MAIL ADDRESS: FLCertificates@Mar	shMMA.com
Miami FL 33178		INSURER(S) AFF	ORDING COVERAGE NAIC#
		INSURER A: Travelers Indemnity	y Co of America 25666
INSURED	CHARLTOPPI	INSURER B : Phoenix Insurance	Company 25623
Charley Toppino & Sons Inc. Monroe Concrete Products Inc.		INSURER c : Travelers Property	Casualty Co of Amer 36161
P.O BOX 787		INSURER D: Travelers Indemnity	Company 25658
Key West FL 33041		INSURER E :	
		INSURER F :	
COVERAGES	CERTIFICATE NUMBER: 1373242075		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. ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY DTCO3202M181TIA22 5/19/2022 5/19/2023 \$2,000,000 **FACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$4,000,000 X POLICY X PRO-\$2,000,000 PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea socident) **AUTOMOBILE LIABILITY** \$1,000,000 810O4284482226G 5/19/2022 5/19/2023 X ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) X X UMBRELLA LIAB X CUP3J6572212226 5/19/2022 5/19/2023 EACH OCCURRENCE \$10,000,000 OCCUR **EXCESS LIAB** AGGREGATE \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UB4K5263662226G

General Liability Aggregate applies per Project if required by written contract. Monroe County Board of County Commissioners, its employees and officials, as Designated Organization, is an Additional Insured as respects General & Auto Liability. Umbrella follows form to the underlying policies as respects to Additional Insureds. All of the above is applicable when required by written contract subject to the terms, conditions and exclusions of the policy.

5/19/2022

CERTIFICATE HOLDER	CANCELLATION
Monroe County Board of County Commissioners (BOCC)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
500 Whitehead St Key West FL 33040	AUTHORIZED REPRESENTATIVE
	S 1 - 5 499

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STATUTE

E.L. EACH ACCIDENT

E.L. DISEASE - POLICY LIMIT

E.L. DISEASE - EA EMPLOYEE \$ 1,000,000

s 1,000,000

\$1,000,000

CLAIMS-MADE

N/A

DED X RETENTION \$ 10.000

ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)

If yos, describe under DESCRIPTION OF OPERATIONS below

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation CHARLEY TOPPINO & SONS, INC.

Filing Information

Document Number

M03537

FEI/EIN Number

59-2426906

Date Filed

08/02/1984

State

FL

Status

ACTIVE

Last Event

AMENDMENT

Event Date Filed

10/11/2019

Event Effective Date

NONE

Principal Address

129 TOPPINO INDUSTRIAL DRIVE

ROCKLAND KEY

KEY WEST, FL 33040

Changed: 04/27/2017

Mailing Address

P. O. BOX 787

KEY WEST, FL 33041

Changed: 04/23/2018

Registered Agent Name & Address

TOPPINO, RICHARD

129 TOPPINO INDUSTRIAL DRIVE

KEY WEST, FL 33040

Name Changed: 02/08/2018

Address Changed: 02/08/2018

Officer/Director Detail

Name & Address

Title P

TOPPINO, RICHARD

10 EGRET LANE KEY WEST, FL

Title T

TOPPINO, JOHN #18 CALLE UNO KEY WEST, FL 33040

Title V

TOPPINO, ANDREW 129 TOPPINO INDUSTRIAL DR KEY WEST, FL 33040

Title Secretary

Toppino, Daniel P PO Box 787 Key West, FL 33041

Title Executive Vice President

Toppino, Paul 1500 Catherine Street Key West, FL 33040

Title CFO

Peattie, Ashley PO Box 787 Key West, FL 33041

Annual Reports

Report Year	Filed Date		
2020	06/19/2020		
2021	04/22/2021		
2022	04/25/2022		

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01/29/1996 ANNUAL REPORT	View image in PDF format
02/03/1995 ANNUAL REPORT	View image in PDF format

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# M03537

Entity Name: CHARLEY TOPPINO & SONS, INC.

Current Principal Place of Business:

129 TOPPINO INDUSTRIAL DRIVE

ROCKLAND KEY KEY WEST, FL 33040

Current Mailing Address:

P. O. BOX 787

KEY WEST, FL 33041 US

FEI Number: 59-2426906

Certificate of Status Desired: No.

Name and Address of Current Registered Agent:

TOPPINO, RICHARD 129 TOPPINO INDUSTRIAL DRIVE KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Apr 25, 2022 **Secretary of State**

5172309484CC

Officer/Director Detail:

Title

TOPPINO, RICHARD

Name

Address

10 EGRET LANE

City-State-Zip: KEY WEST FL

Title

TOPPINO, ANDREW

Address

Name

129 TOPPINO INDUSTRIAL DR

City-State-Zip:

KEY WEST FL 33040

Title

EXECUTIVE VICE PRESIDENT

Name

TOPPINO, PAUL

Address

1500 CATHERINE STREET

City-State-Zip:

KEY WEST FL 33040

Title

Title

Name

Name

Address

Address

Name

Address

#18 CALLE UNO

City-State-Zip:

KEY WEST FL 33040

TOPPINO, DANIEL P

TOPPINO, JOHN

SECRETARY

PO BOX 787

City-State-Zip:

KEY WEST FL 33041

Title

CFO

PEATTIE, ASHLEY

PO BOX 787

City-State-Zip:

KEY WEST FL 33041

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under eath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ASHLEY PEATTIE

CFO

04/25/2022

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

9/14/2022

Expiration Date: September 30, 2023

GENERAL CONTRACTOR

Comments:

Restrictions:

DBPR #CGC1518488 (8/31/24)

CHARLEY TOPPINO & SONS INC

PO BOX 787

This document must be prominently displayed.

KEY WEST, FL 33041

TOPPINO, FRANK



Cash Register Receipt City of Key West

Receipt Number R60579

	DESCRIPTION	ACCOUNT	QTY	PAID
LicenseTRAK				\$358.00
23997	Address: 2011 FLAGLER AVE	APN: 00045270-000000		\$358.00
CC	ONTRACTOR DBPR STATE CERTIFIED		- 012	\$358.00
	CONTRACTOR DBPR STATE CERTIFIED	2022		\$358.00
TOTAL FEES	PAID BY RECEIPT: R60579		3.	\$358.00

Date Paid: Wednesday, September 14, 2022

Paid By: CHARLEY TOPPINO

Cashier: JLM

Pay Method: CHECK 00089156