

PROPOSAL

TO: CITY OF KEY WEST
ADDRESS: 1300 WHITE STREET
P.O. BOX 1409
KEY WEST, FLORIDA 33041

PROJECT TITLE: ITB #18-006: SMATHERS BEACH RENOURISHMENT

ENGINEERING PROJECT NUMBER: FT 19001801

BIDDER'S INFORMATION

Contact Name: Charley Toppino & Sons, Inc
Email: Atoppino@charleytoppino.com
Telephone: 305-296-5606

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within ten (10) days including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will, at that time deliver to the Owner evidence of holding the required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

The Bidder agrees to furnish the Owner, before commencing the work under this Contract, the Certificates of Insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within ten (10) calendar days after the date of the Notice to Proceed. The contractor can expect work to occur during turtle nesting season which begins on April 15, 2018. No sand can be placed on the beaches before a turtle nesting survey has been conducted each morning by qualified personnel (e.g., Save-A-Turtle volunteers). Sand may be allowed to be placed at staging areas on the beaches if secured with proper silt fencing and approved by permitting agencies. Contractors need to submit a construction plan (including, but not limited to; staging plan, Maintenance of Traffic (MOT), equipment, and work schedule) with the bid for approval. Project shall be completed within ninety (90) calendar days from Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by the Contract within the time limit or extended time limit agreed upon in that Contract, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500.00 per day for all work authorized under the Contract Documents, until the work shall have been satisfactorily completed as provided in the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

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

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

SALES AND USE TAX

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

UNIT PRICE ITEMS

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

BID FORM

PAYMENT AND PERFORMANCE BONDS

1. Payment & Performance Bonds Per / \$1,000 worth of Construction

<u>Quantity</u>	<u>Unit</u>		
1	LS	\$11.34/ \$1,000 of Construction**	\$ <u>13,750.00</u>

2. MOBILIZATION AND DEMOBILIZATION, (includes M.O.T., Testing Services, Construction Layout, Field Engineering, General & Supplementary Conditions, Environmental Protection)

<u>Quantity</u>	<u>Unit</u>		
1	LS		\$ <u>19,373.00</u>

3. SMATHERS BEACH SAND (includes purchase, delivery, placement, grading of permit approved sand and all permit conditions)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
20,000	TONS	\$ <u>58.78</u>	\$ <u>1,175,600.00</u>

4. SMATHERS BEACH TILLING

<u>Quantity</u>	<u>Unit</u>		
1	LS		\$ <u>4,375.00</u>

TOTAL OF ALL UNIT PRICE ITEMS LISTED ABOVE (1-4) (BASE BID)

Total of extended unit price items: \$ 1,213,098.00

One Million Two Hundred Thirteen Thousand Ninety-Eight Dollars Zero Cents
(Amount written in words has precedence)

ADDITIVE ALTERNATES

#1. SOUTH BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
490	TONS	\$ <u>63.00</u>	\$ <u>30,870.00</u>

#2. DOG BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
80	TONS	\$ <u>63.00</u>	\$ <u>5,040.00</u>

#3. SIMONTON BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
190	TONS	\$ <u>63.00</u>	\$ <u>11,970.00</u>

NOTE: THE CITY MAY EVALUATE THE LOWEST BID PRICE BASED ON THE BASE BID ALONE OR WITH ANY OR ALL ADDITIVE ALTERNATES BASED ON THE ANTICIPATED INCLUSION OF THE ADDITIVE ALTERNATES.

SUBCONTRACTORS

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

Portion of Work: NO SUBCONTRACTORS: ALL WORK TO BE SELF-PERFORMED

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

SURETY

Travelers Casualty and Surety of America whose address is
One Tower Square, Hartford, CT, 01683
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is: Charley Toppino & Sons, Inc

Doing business at PO Box 787
City Key West State FL Zip 33041

This address is where all communications concerning this Bid shall be sent.

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

Name	Title
<u>Frank Toppino</u>	<u>President</u>
<u>Edward Toppino</u>	<u>Secretary</u>
<u>Daniel Toppino</u>	<u>Asst Secretary</u>
<u>Richard Toppino</u>	<u>Asst Treasurer</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2018.

Signature of Bidder _____

Title _____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 15TH day of MAY, 2018.

(SEAL)

Charley Toppino & Sons, Inc

By: Frank P. Toppino

Title: President

Attest: [Signature] Secretary

EXPERIENCE OF BIDDER

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

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

McKendry Builders, Gates Hotel - Furnish and Install 36 tons of beach sand as part of larger contract- Contract Amount - \$255,287 July - December 2017, Brian McKendry - 305-304-7937-

Simonton Beach Hurrricane Recovery- November 2017, General Utility Services Contract - City of Key West, \$19,726.52, Jim Scholl 305-809-3888

Key West Harbour Yacht Club - Beach Nourishment - \$ 51,250.00 - March 12, 2018, Owner Contact, Richard Horn, Rhorn@marinaclubsfl.com

Simonton Beach, South Beach, Dog Beach Restoration- December 2016 General Utility Services Contract- City of Key West, \$78,355.57 Jim Scholl 305-809-3888

Smathers Beach Sand Replacement - City of Key West - \$357,936.46 - Proj 711.7
Jim Scholl, 305-809-3888

SEE ATTACHED PAST PROJECTS LIST FOR COMPLETE LIST OF CONTRACTS

* * * * *

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT: \$ 5% of Bid Proposal

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

firmly bound unto hereinafter called the Obligee, in the sum of 5% of Bid Proposal Submitted

----- DOLLARS (\$ ----- 5% -----)

for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal for: ITB #18-006: SMATHERS BEACH RENOURISHMENT / FT 19001801, said Bid Proposal, 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 labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications entitled:

ITB #18-006: SMATHERS BEACH RENOURISHMENT / FT 19001801

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 5 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 5 working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE 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 7th day of May, 2018.

Charley Toppino & Sons, Inc.

PRINCIPAL

By: Frank P. Seppino

Travelers Casualty and Surety Company of America

SURETY

By: [Signature]

Attorney-In-Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230629

Certificate No. 007304975

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William L. Parker, Davor I. Mimica, Ileana M. Bauza, William Frederick Kleis, and Eduardo A. Menendez

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 25th day of July, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of July, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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.



[Signature]
Marie C. Tetreault, Notary Public

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: Frank P. Iepkino

Sworn and subscribed before me this

15 day of May, 2018.

Michael Labrada
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB 18-006 for SMATHERS BEACH NOURISHMENT

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC
(Name of entity submitting sworn statement)
whose business address is PO BOX 787, KEY WEST, FL 33041
and (if applicable) its Federal
Employer Identification Number (FEIN) is 59-2426906 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is FRANK P TOPPINO and my relationship to
(Please print name of individual signing)
the entity named above is PRESIDENT.

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a 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 submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

Frank P. Toppino
(Signature) 5/15/18
(Date)

STATE OF FL

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Frank P. Toppino who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 15 day of May, 2018.

My commission expires:
NOTARY PUBLIC

Michael Labrada



CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: CHARLEY TOPPINO & SONS, INC SEAL:

PO BOX 787, KEY WEST, FL 33041

Address

Frank P. Toppino

Signature

Frank P. Toppino

Print Name

President

Title

DATE: 5/15/16

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)
: SS
COUNTY OF MONROE)

CHARLEY TOPPINO &

I, the undersigned hereby duly sworn, depose and say that the firm of SONS, INC
provides benefits to domestic partners of its employees on the same basis as it provides benefits
to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: *Frank P. Toppino*

Sworn and subscribed before me this

15 day of MAY, 2018.

Michael Labrada
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



CONE OF SILENCE AFFIDAVIT

STATE OF FL)
) SS
COUNTY OF MONROE)

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

Sworn and subscribed before me this

15 Day of MAY, 2018.

Frank P. Joarino

NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____



Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

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

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

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publicly noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

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

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

NON-COLLUSION AFFIDAVIT

STATE OF FL)
 : SS
COUNTY OF MONROE)

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: Frank P. Saperstein

Sworn and subscribed before me this

15 day of MAY, 2018.

Michael Labrada
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



LOBBYING RESTRICTIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Frank P. Toppo Signature of Contractor's Authorized Official
Frank P. Toppo, President Name and Title of Contractor's Authorized Official
5/15/18 Date

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

PROFESSIONAL REFERENCES:

FCAA: KURT ZELCH: 305 296-2454

CITY OF KEY WEST: JIM SCHOLL 305 809-3888

DL PORTER: GARY LOER (941) 929-9400

FDOT: PATTY IVY 305 289-6106

CREDIT REFERENCES

NAME:	ADDRESS	PHONE
CONCRETE PRODUCTS OF PALM BEACHES, INC.	460 Avenue S, Riviera Beach, FL 33404	(561) 842-2743
FERGUSON ENT	1950 NW 18TH STREET POMPANO BEACH, FL 33069	305 947-0514
BBT BANK	1010 KENNEDY DR. KEY WEST, FL	305 292-3842

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787

KEY WEST, FL 33041

305 296-5606

PAST PROJECTS

1.) CITY OF KEY WEST

P.O. BOX 1409

KEY WEST, FL 33040

305 809-3965

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

PROJECTS:

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2011	\$1,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
WHITE ST PIER RIP RAP	\$ 131,054	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 1	\$ 218,890	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 2	\$ 164,181	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES

COLLEGE ROAD ENHANCEMENTS	\$ 283,921.84	BOND YES
ATLANTIC BLVD ENHANCEMENTS	\$ 498,839.13	BOND YES
DONALD AVE CANAL EMBANK	\$ 50,912.00	BOND NO
16 TH ST PAVEMENT STABILIZATION	\$108,000.00	BOND NO
CAROLINE STREET IMPROVEMENTS	\$3,000,000.00	BOND YES
PUMP STATION "F"	\$1,671,000.00	BOND YES
SIMONTON STREET EMER OUTFALL	\$ 893,000.00	BOND YES
ROW IMPROVE : 2015, 2016, 2017	\$2,727,900.00	BOND YES
TRUMAN WATERFRONT PARK	\$14,719,868.05	BOND YES

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

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

PROJECTS:

PALM AVE ROADWAY	\$ 931,000	BOND YES
WILHELMINA PARK	\$ 145,000	BOND YES
MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$2,366,000	BOND YES
MARATHON AIRPORT SERVICE ROAD	\$ 688,000	BOND YES
KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 192,000	BOND YES
KW INTN AIRPORT: PARKING LOTS	\$ 531,000	BOND YES
BIG COPPITT PARK	\$ 860,242	BOND YES
BIG PINE BASIN FILL IN AND DEMO	\$ 904,943	BOND YES
MARATHON AIRPORT APRONS	\$ 376,344	BOND YES
PRADO CIRCLE	\$ 339,000	BOND YES
PALM DR BRIDGE REPAIR	\$ 131,000	BOND NO
KWIA DRAINAGE RECONSTRUCTION	\$ 295,000	BOND YES
KWIA DRAINAGE GAKAP146	\$1,655,480	BOND YES
STOCK ISLAND ROADWAY & DRAINAGE	\$3,953,134	BOND YES

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

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

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

BOCA CHICA SEAGRASS MITIGATION	\$ 1,352,930	BOND YES
SUMMERLAND KEY DRAINAGE	\$2,000,000	BOND YES

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

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

PROJECTS:

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

4.) FLORIDA KEY AQUADUCT AUTHORITY
1100 KENNEDY DRIVE
KEY WEST, FL 33040
305 296-2454

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

PROJECTS:

FKAA CONSTRUCTION YARD BUILDING	\$ 682,000	BOND YES
PUMP STATION	\$ 377,555	BOND YES
BIG COPPITT WASTE WATER SYSTEM	\$11,078,347	BOND YES
DEMO WATER TANKS, BIG COPPITT	\$ 55,000	BOND YES
FLAGLER AVE WATERMAIN	\$ 306,861	BOND YES
REPUMP STATION BIG PINE KEY	\$ 919,020.00	BOND YES
KEY HAVEN UTILITY IMPROVEMENTS	\$ 2,766,744	BOND YES
BOCA CHICA FM EXTENSION	\$ 2,020,468	BOND YES
UNITED AND GRINNELL WATERMAIN	\$527,921	BOND YES
KEY HAVEN FM TRANSMISSION	\$ 2,762,000	BOND YES

5.) GULF BUILDERS
P.O. BOX 668307
POMPANO BEACH, FL 33066
954 583-5115

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

PROJECTS:

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

6.) BJ&K CONSTRUCTION
970 WEST MCNAB ROAD
FORT LAUDERDALE, FL 33309
954 974-7744

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

PROJECTS:

MERIDIAN WEST APARTMENTS \$1,700,000 BOND YES

7.) HEERY INTERNATIONAL
1625 DENNIS STREET
KEY WEST, FL 33040
305 293-3008

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

PROJECTS:

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3 \$2,363,000 BOND YES
POINCIANA ELEMENTARY SCHOOL: \$633,000 BOND YES

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

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

PROJECTS:

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

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

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

PROJECTS:

PARK VILLAGE	\$ 317,000	BOND	NO
MARQUESA COURT	\$ 405,000	BOND	NO
KEY COVE LANDINGS	\$ 675,000	BOND	NO
LANDINGS AT KEY HAVEN	\$1,500,000	BOND	NO

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

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

PROJECTS:

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

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

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

PROJECTS:

HOMELAND SECURITY, KEY WEST	\$ 231,600.00	BOND NO
KEY WEST INTERNATIONAL AIRPORT	\$ 724,000.00	BOND NO
SANTA MARIA HOTEL	\$ 225,000.00	BOND NO
COUCH HARBOR	\$ 210,000.00	BOND NO
ATLANTIC SHORES DEMO & SITEWORK	\$1,011,000.00	BOND NO
TRUMAN HOTEL SITEWORK	\$ 55,000.00	BOND NO
SPINDRIFT HOTEL DEMO & SITEWORK	\$300,000.00	BOND NO
FIRE STATION # 2 CITY OF KEY WEST	\$661,000.00	BOND NO
SPINDRIFT HOTEL	\$150,000.00	BOND NO
HISTORIC SEAPORT COMMONS	\$ 81,000.00	BOND NO
TRUMAN AMPHITHEATER	\$ 183,593	BOND NO

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

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

PROJECTS:

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

13. BRPH
3275 SUNTREE BLVD
MELBOURNE, FL 32940

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

PROJECTS:

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO
TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO

NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO
SIGSBEE PARK YOUTH CENTER	\$89,600	BOND NO

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

OHIO BAHIA HONDA BRIDGE REPAIR:	\$837,700.00	BOND YES
HERITAGE TRAIL: SUGARLOAF SEGMENT:	\$255,000.00	BOND YES
HERITAGE TRAIL: KEY HAVEN TO BIG COPPITT:	\$2,052,268.00	BOND YES
HERITAGE TRAIL: SPANISH HARBOR	\$4,083,000.00	BOND YES

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

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

HOLIDAY INN EXPRESS:	\$8,890,227	BOND YES
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19. DORADO/CONQUISTADOR
541 N. PALMATTO AVE.
SUITE 104
SANFORD, FL 32771
407 688-0600

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

PROJECTS:

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

20. SS RAFFERTY, LLC

**3717 EAGLE AVE
KEY WEST, FL 33040**

SCOPE OF WORK: DEMOLITION, SITEWORK, BUILDING.

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

21. BOTSFORD BUILDERS

937 107th Street Gulf
Marathon, FL 33050
(305) 743-9644

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

PROJECTS:

FLAGLER'S VILLAGE \$956,445.00 BOND YES
OCEANSIDE MARINA DEMO \$193,950.00 BOND NO

22. GENERAL ASPHALT

4950 NW 172 AVE
MIAMI, FL 33166
(305) 592-3480

SCOPE OF WORK: EXCAVATION, CLEAR / GRUBBING, ROAD BASE, CONCRETE WORK
STORM DRAINAGE

SUGARLOAF SEGMENT US # 1 \$401,598.22 BOND NO
SHARK KEY WEST US # 1 \$61,320.86 BOND NO
RAMROD LITTLE TORCH US # 1 \$463,939.28 BOND NO
SUGARLOAF TO BIG COPPITT US # 1 \$136,250.46 BOND NO
TRUMAN AVE E6I33 \$125,588.00 BOND NO
S. ROOSEVELT-BIG COPPITT US # 1 T6320 \$1,860,000.00 BOND NO
FDOT E-6J96-MARATHON \$1,010,539 BOND NO
KWIA RUNWAY \$2,322,853 BOND NO

23. WHARTON SMITH

3547 SW CORPORATE PARKWAY
PALM CITY, FL 34990-8152
(772) 283-2944

SCOPE OF WORK: STORM DRAINAGE, INJECTION WELLS.

GEORGE ST BASIN PROJECT \$ 80,134.50 BOND YES
CUDJOE REGIONAL AWRF \$250,800.00 BOND YES

24. AJAX BUILDING CORPORATION

6050 PORTER WAY
SARASOTA, FL 34232

(941) 371-6222

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

FKCC MARINE TECH BUILDING	\$466,000.00	BOND YES
GERALD ADAMS ELEMENTARY	\$4,392,785	BOND YES

25. CIVIC CONSTRUCTION	JL WOODE, LLC
7144 SW 47TH STREET	49 IMMIGRATION ST
MIAMI, FL 33155	SUITE 103
(305) 661-4859	CHARLESTON, SC 29403
	(312) 363-6000

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

PROJECTS:

HILTON GARDEN INN, SITE B DEMO	\$62,000.00	BOND NO
FAIRFIELD INN, SITE A DEMO	\$50,000.00	BOND NO
QUALITY INN, SITE C DEMO	\$235,502.00	BOND NO
HAMPTON INN, SITE D SITEWORK	\$244,653.00	BOND NO
HILTON GARDEN INN, SITE B SITEWORK	\$603,000.00	BOND NO
FAIRFIELD INN, SITE A SITEWORK	\$461,000.00	BOND NO
QUALITY INN, SITE C SITEWORK	\$477,000.00	BOND NO

27. SCHOOL BOARD, MONROE COUNTY
241 TRUMBO RD
KEY WEST, FL 33040
(305) 293-1400

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

HARRIS SCHOOL DEMO	\$86,000.00	BOND NO
HOB PARKING LOT, SOCCER FIELD	\$343,882.00	BOND YES
HOB BUS LOOP	\$723,700	BOND YES

28. BOY SCOUTS OF AMERICA, SOUTH FL COUNCIL
15255 NW 82ND AVE
MIAMI LAKES, FL 33016
(305) 364-0020

SCOPE OF WORK: SITEWORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, LIFT STATION, GRINDER PUMPS, WATER MAINS, PARKING LOTS, ASPHALT, SIDEWALKS, CURBS, ROADWORK, MODULAR HOUSE, TWO STORY BATHHOUSE FACILITY, ELECTRICAL, PLUMBING, LANDSCAPING, ENVIRONMENTAL MITIGATION.

CAMP SAWYER, BOY SCOUT CAMP	\$2,295,049.13	BOND YES
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29. LONGSTOCK II, LLC STOCK ISLAND MARINA VILLAGE, PHASE 1

7009 SHRIMP ROAD
KEY WEST, FL 33040
(305) 294-2288

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS, SANITARY SEWER, WATER MAINS, FIRE LINES, SIDEWALKS, CURBS, BRICK PAVING, ROADWORK, PARKING LOTS, ASPHALT, FENCING, MARINE DOCK FACILITIES: DECKING, FIRE SYSTEM, SANITARY SEWER LIFT STATION, FORCE MAINS, SEAWALLS, FLOATING DOCKS, FUEL SYSTEM, LANDSCAPING, IRRIGATION, DREDGING.

STOCK ISLAND MARINA VILLAGE PH 1 \$ 15,010,683.79 BOND YES

30. DOUGLAS N. HIGGINS, KEY WEST

5707 College Road
Key West, FL 33040
(305) 292-7717

SCOPE OF WORK: DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS, SANITARY SEWER.

EAST FRONT ST FLOOD MITIGATION, CKW \$444,000.00 BOND NO
KEY WEST TRANSIT FACILITY \$ 77,487.00 BOND NO

31. LAYNE HEAVY CIVIL

4520 NORTH STATE ROAD 37
ORLEANS, IN 47452
812 865-3232

SCOPE OF WORK: TEMP INJECTIONS WELLS, SANITARY SEWER, WATER MAINS.

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:
OUTER ISLANDS \$5,400,000.00 BOND NO
BIG PINE KEY BIKE PATH REPAIR \$ 192,330.00 BOND NO

32. GIANNETTI CONTRACTING OF FL, INC.

2660 NW 15th Court # 108
Pompano Beach, FL 33069-1500
(954) 972-8104

SCOPE OF WORK: TEMP INJECTIONS WELLS

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:
OUTER ISLANDS \$391,200.00 BOND NO

33. SOUTHERNMOST CABANA RESORT, LLC

P.O. Box 420236
Summerland Key, FL. 33042
(850) 221 2338

SCOPE OF WORK: SITEWORK, SANITARY SEWER, STORM SEWER, FIRE LINES, WATERMAINS.

SOUTHERNMOST CABANA RESORT \$430,000.00 BOND NO

33. MARATHON OCEAN HOUSING LLC

5604 PGA BOULEVARD
SUITE 109
PALM BEACH GARDENS, FL 33418
(561) 722-9725

SCOPE OF WORK: SITEWORK, SANITARY SEWER (GRAVITY & VAC SYSTEM), STORM SEWER, FIRE LINES, WATERMANS, DEMOLITION, ROADWORK, CONCRETE WORK, ASPHALT PAVING, PAVEMENT STRIPING, LANDSCAPING.

TARPON HARBOR, MARATHON \$2,223,000.00 BOND NO

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

LICENSE NUMBER

RG0045369



The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2019

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

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



ISSUED: 07/06/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1707060000534

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 (EDWARD CtlNbr:0005358
Location Addr MM 8 1/2 ROCKLAND KEY
Lic NBR/Class 18-00017557 CONTRACTOR - REG ENGINEERING I
Issue Date: October 03, 2017 Expiration Date:September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

CHARLEY TOPPINO & SONS (EDWARD

EDWARD TOPPINO

P.O. BOX 787

KEY WEST FL 33041

Oper: KEYWJAB Type: OC Drawer: 1
Date: 10/03/17 51 Receipt no: 247
2018 1/257

OR LIC OCCUPATIONAL FEMALE
1.00 \$325.00

Trans number: 71626 3116056
CK CHECK \$325.00

Trans date: 10/03/17 Time: 14:32:05



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name TOPPINO EDWARD CtlNbr:0024610
Location Addr MM 8 1/2 ROCKLAND KEY
Lic NBR/Class 19-00030287 COMPETENCY CARD
Issue Date: October 03, 2017 Expiration Date:September 30, 2019
License Fee \$15.00
Add. Charges \$0.00
Penalty \$0.00
Total \$15.00

Comments: **COMP CARD #473 FOR ENGINEERING CLASS I CONTR.**

TOPPINO EDWARD
PO BOX 787

KEY WEST FL 33040

Oper: KEMUDAB Type: CC Drawer: 1
Date: 10/03/17 61 Receipt no: 248
2019 30287
OR LIC OCCUPATIONAL RENEWAL \$15.00
Trans number: 3116088
CK CHECK 71637 \$30.00
Trans date: 10/03/17 Time: 14:32:33



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name TOPPINO EDWARD CtlNbr:0024610
Location Addr MM 8 1/2 ROCKLAND KEY
Lic NBR/Class 18-00030287 COMPETENCY CARD
Issue Date: October 03, 2017 Expiration Date:September 30, 2018
License Fee \$15.00
Add. Charges \$0.00
Penalty \$0.00
Total \$15.00

Comments: **COMP CARD #473 FOR ENGINEERING CLASS I CONTR.**

TOPPINO EDWARD
PO BOX 787

KEY WEST FL 33040

Oper: KEWLAB Type: OC Drawer: 1
Date: 10/03/17 61 Receipt no: 248
2018 30287
OR LIC OCCUPATIONAL RENEWAL \$15.00
Trans number: 3116057
CK CHECK 71637 \$30.00
Trans date: 10/03/17 Time: 14:32:33

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name CHARLEY TOPPINO & S (FRANK RG) CtINbr:0005344
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 18-00023997 CONTRACTOR - REG GENERAL
Issue Date: October 03, 2017 Expiration Date:September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)
PO BOX 787

KEY WEST FL 33041

Oper: KEYTAB Type: CC Drawer: 1
Date: 10/03/17 61 Receipt no: 249
2018 2387
CR: LIC OCCUPATIONAL RENEWAL \$325.00
1.00
Trans Number: 3116059
CK CHECK 71627 \$325.00
Trans date: 10/03/17 Time: 14:58:07



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name TOPPINO, FRANK CtLNbr:0024611
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 19-00030288 COMPETENCY CARD
Issue Date: October 03, 2017 Expiration Date:September 30, 2019
License Fee \$15.00
Add. Charges \$0.00
Penalty \$0.00
Total \$15.00

Comments: **COMP CARD #121 FOR GENERAL CONTRACTOR**

TOPPINO, FRANK
PO BOX 787

KEY WEST FL 33040

Over: NEWJOB Type: OC Drawer: J
Date: 10/03/17 61 Receipt no: 250
OR 2019 30288
LIC OCCUPATIONAL RENEWAL \$15.00
Trans number: 3116051
OK CHECK 71638 \$30.00
Trans date: 10/03/17 Time: 14:38:32



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name: TOPPINO, FRANK
Location Addr: 2011 FLAGLER AVE
Lic NBR/Class: 18-00030288 COMPETENCY CARD
Issue Date: October 03, 2017
Expiration Date: September 30, 2018

License Fee: \$15.00
Add. Charges: \$0.00
Penalty: \$0.00
Total: \$15.00

Comments: **COMP CARD #121 FOR GENERAL CONTRACTOR**

CT1Nbr: 0024611

TOPPINO, FRANK
PO BOX 787

KEY WEST FL 33040

Oper: KEYVALAB Type: CC Drawer: 1
Date: 10/03/17 61 Receipt no: 250
OR 2018 30288
LIC OCCUPATIONAL RENEWAL
Tracs number: 1.00 \$15.00
OK CHECK 71638 \$30.00
Trans date: 10/03/17 Time: 14:38:52

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name CHARLEY TOPPINO & S (FRANK ENG CtINbr:0010428
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 18-00023996 CONTRACTOR - REG ENGINEERING I
Issue Date: October 03, 2017 Expiration Date:September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & S (FRANK ENG
FRANK TOPPINO
P.O. BOX 787
KEY WEST FL 33041

CHARLEY TOPPINO & SONS, INC.

Dist: KEYLAB
Date: 10/03/17 6L
2018
Types: OC
Receipt no: 251
Drawer: 251

CR LIC OCCUPATIONAL RENEWAL
Trans Number: 71628
OK CHECK
1.00
\$325.00
3116062
\$325.00

Trans date: 10/03/17 Time: 14:34:01



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name : TOPPINO FRANK (ENG) CtLNbr: 0024612
Location Addr : 2011 FLAGLER AVE
Lic NBR/Class : 19-00030289 COMPETENCY CARD
Issue Date: October 03, 2017 **Expiration Date: September 30, 2019**
License Fee \$15.00
Add. Charges \$0.00
Penalty \$0.00
Total \$15.00

Comments: **COMP CARD #3064 FOR ENGINEERING CONTRACTOR CLASS I**

TOPPINO FRANK (ENG)
P.O. BOX 787

KEY WEST FL 33041

Oper: KEYWLAB Type: OC Drawer: 1
Date: 10/03/17 61 Receipt no: 252
CR 2019 30289 LIC OCCUPATIONAL RENEWAL
Trans number: 3116054 \$15.00
CK CHECK 71635 \$30.00
Trans date: 10/03/17 Time: 14:35:25



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name TOPPINO FRANK (ENG) CtLNbr: 0024612
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 18-00030289 COMPETENCY CARD
Issue Date: October 03, 2017 Expiration Date: September 30, 2018
License Fee \$15.00
Add. Charges \$0.00
Penalty \$0.00
Total \$15.00

Comments: **COMP CARD #3064 FOR ENGINEERING CONTRACTOR CLASS I**

TOPPINO FRANK (ENG)
P.O. BOX 787

KEY WEST FL 33041

User: KEYWLAB Type: OC Drawer: J
Date: 10/03/17 51 Receipt no: 202
CR 2018 30288
LIC OCCUPATIONAL RENEWAL \$15.00
1.00 311663
Trans number: 71636 \$30.00
CK CHECK
Trans date: 10/03/17 Time: 14:35:26