

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

BID FORM

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ITB # /Patricia and Ashby Streets Stormwater Emergency Outfall

CH2M HILL Project No.: 389709

City of Key West Project No.: ST 0803

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

Name: Ronald J Armstrong

Telephone: 305 296 5606

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

CONTRACT EXECUTION AND BONDS

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

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CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 240 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 270 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his 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. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

UNIT PRICE SCHEDULE

Unit prices have been computed in accordance with Paragraph 11.03.C of the General Conditions and Section 01 29 00, Payment Procedures, Paragraph 1.06.

CONTINGENCY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work.

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shows is an estimated amount to be included in the Total Base Bid for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

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Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Prices Bid items will be based on actual quantities, determined as provided in the Contract Documents.

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1	General				
1.1	Performance and Payment Bonds	1	EA	14,850.00	14,850.00
1.2	Mobilization	1	LS	12,573.75	12,573.75
1.3	Demobilization	1	LS	1,254.65	1,254.65
1.4	General and Supplementary Conditions	1	LS	27,375.00	27,375.00
1.5	MOT	1	LS	13,463.40	13,463.40
1.6	Certified AutoCAD As-built	1	LS	3,125.00	3,125.00
1.7	Surveyor	1	LS	6,250.00	6,250.00
2	Trench Excavation, Backfill and Storm Pipe				
2.1	30 - inch PVC SDR 41				
2.1.1	6 to 8 Feet Deep	1,645	LF	368.08	605,491.60
2.1.2	8 to 10 Feet Deep	356	LF	162.81	57,960.36
2.2	8 - inch PVC Water Pipe				
2.2.1	4 to 6 Feet Deep	60	LF	168.00	10,080.00
3	Dewatering	1	LS	16,200.00	16,200.00
4	Florida Trench Safety Act Compliance	1,870	LF	.25	467.50
5	Pavement				
5.1	Pavement Replacement at Trench	4,990	SY	20.90	104,291.00
6	Pavement 70Mils Thermoplastic Stripping				
6.1	Replace Traffic Strips	1,870	LF	.88	1,645.60
7	Concrete				
7.1	Sidewalk (6-inch depth)	500	SF	7.50	3,750.00

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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:

TBA

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Surety

_____ whose address is

Street City State Zip

Bidder

CHARLEY TOPPINO & SONS, INC.

The name of the Bidder submitting this Bid is _____

doing business at

US Hwy #1, MM 8.5 Rockland Key Key West FL
Street City State Zip 33040

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

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

Frank P. Toppino President
Edward Toppino Sr VP/Secretary/Treasurer
Daniel P. Toppino Assistant Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 9 day of July 2011.

Signature of Bidder

Title

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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 5 day of July 2011.

(SEAL)

CHARLEY TOPPINO & SONS, INC.

Name of Corporation

By: Frank P. Toppino

Title: President

Attest: [Signature]
Secretary

END OF SECTION

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT: \$ 5% of Bid Bond Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that _____

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

hereinafter called the Contractor (Principal), and _____

The Hanover Insurance Company, 440 Lincoln Street, Worcester, MA 01653

NH a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: 5% of Bid Bond Proposal Submitted

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of the Patricia and Ashby Streets Stormwater Emergency Outfall, Key West, Florida, 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 all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

PATRICIA AND ASHBY STREETS STORMWATER EMERGENCY OUTFALL

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

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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 Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 24th day of June, 20 11.

Charley Toppino & Sons, Inc.

Principal

By: Frank P. Toppino

The Hanover Insurance Company

Surety

By: [Signature]

Attorney-In-Fact & FL Resident Agent - William L. Parker

END OF SECTION

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

POWERS OF ATTORNEY
CERTIFIED COPY

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

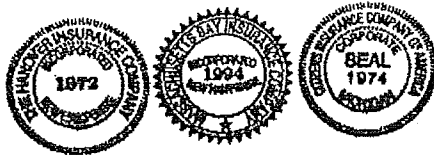
of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

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

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

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

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



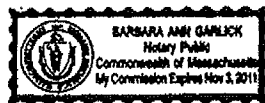
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

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

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

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



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of June, 20 11

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

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

ANTI-KICKBACK AFFIDAVIT

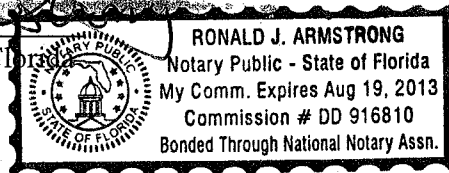
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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. Joppino

Sworn and subscribed before me this
6 day of July, 2011

Ronald J. Armstrong
NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: _____

END OF SECTION

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

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

1. This sworn statement is submitted with Bid or Proposal for Patricia and Ashby Streets Stormwater
Emergency Outfall, City of Key West, Florida

CHARLEY TOPPINO & SONS, INC.

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)

whose business address is P.O. Box 787 Key West, FL 33041

_____ and (if applicable) its Federal Employer

Identification Number (FEIN) is 59 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
(please print name of individual signing)

and my relationship to the entity named above is President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida
Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an
adjudication 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 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).

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

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

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

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

Frank P. Joppo
 (signature)
July 6, 2011
 (date)

STATE OF FL

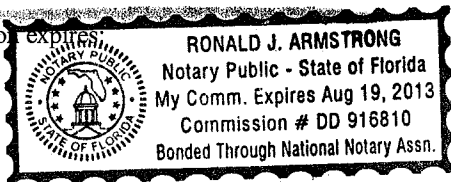
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 6 of July, 2011.

My commission expires



Ronald J. Armstrong
 NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: CHARLEY TOPPINO & SONS, INC. SEAL:

P.O. Box 787 Key West, FL
Address 33041

Frank P. Toppino
Signature

Frank P. Toppino
Print Name

President
Title

DATE: 7/6/11

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.

2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.

3. A Business License Tax Application can be found on the City's web site.

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

Business License Tax Application

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

Date Applied _____

License # _____

Phone 305-809-3955

Fax 305-809-3978

Business Type: _____

Business Name: _____

Business Location: _____

Business Owner: _____

State Licensed Qualifier (if applicable): _____

Mailing Address: _____

EIN / SS # _____ Phone # _____

Applicant name (printed)

Applicant signature

Date

State of Florida

County of Monroe

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

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

____ Sales Tax number 3106 Flagler Ave 292-6735 City utility acct _____

____ Commercial garbage Waste Mgmt 296-8297 _____

____ Lease or deed

____ State License DBPR 850-487-1395 / Dept Ag 305-470-6900

____ Home occupation application

____ Fictitious Name registration Previous use _____

____ Corporate or LLC registration

____ Liability / Worker's Comp Zoning _____

____ Fire Inspector 292-8179

____ CO / final inspection on any permits Category _____ Fee \$ _____

____ Monroe County or local licensing

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

____ Approved _____ Denied / Reason _____

Licensing Official

Date

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

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

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

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name **CHARLEY TOPPINO & SONS, INC.**

Phone: 305 296 5606

Current Local Address:

Fax: 305 296 5189

(P.O. Box numbers may not be used to establish status)

US Hwy #1, MM 8.5 Rockland Key
Key West, FL 33040

Length of time at this address

40 years

Frank P. Toppino
Signature of Authorized Representative

7/6/11
Date

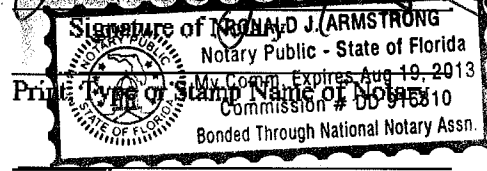
STATE OF FL
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 6 day of July, 2011.

By Frank P. Toppino, of CHARLEY TOPPINO & SONS, INC.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced _____ as identification
(type of identification)

Ronald J. Armstrong



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

Title or Rank

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Proposal filled in, using black ink.
3. Total and unit prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Proposal.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and six copies.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bidder must provide satisfactory documentation of State Licenses
14. Anti-Kickback Affidavit.
15. Public Entity Crimes.
16. City of Key West Indemnification Form.
17. Disclosure of Lobbying Activities.
18. Non-Collusion Declaration and Compliance.
19. Florida Trench Safety Act Compliance.
20. Suspension and Debarment Certification.
21. Local Vendor Certification

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <input type="checkbox"/> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <input type="checkbox"/> <p>a. initial filing b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center; font-size: 2em;">NA</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	

<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center;">(attach Continuation Sheet(s))</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;">SF-LLLA, if necessary)</p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Frank P. Toppino</u></p> <p>Print Name: <u>Frank P. Toppino</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>305 296 5606</u> Date: <u>7/6/11</u></p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p>

FORM DEP 55-221 (01/01)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING
ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**
- 2. Identify the status of the covered Federal action.**
- 3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.**
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**
- 5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.**
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

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

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: Monroe
BID LETTING OF: July 13, 2011

I, Frank P. Toppino, hereby
declare that I am President of CHARLEY TOPPINO & SONS, INC.
Of Keywest, FL
(NAME) (TITLE) (FIRM) (CITY AND STATE)

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

I further declare that:

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

389678A.GN1

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

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

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

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

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

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

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

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

EXCEPTIONS:

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

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

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

CONTRACTOR:

(Seal)

BY: Frank P. Toppino President WITNESS: Ronald J Armstrong
NAME AND TITLE PRINTED

BY: Frank P. Toppino WITNESS: Ronald J Armstrong
SIGNATURE

Executed on this 6 day of July, 2011

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

FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring
CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to the these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Trench Box</u>	<u>EA</u>	<u>1</u>	<u>\$ 1,000</u>	<u>\$ 1,000.00</u>
B. _____	_____	_____	_____	_____

Frank P. Tappina
Signature
7/6/11
Date

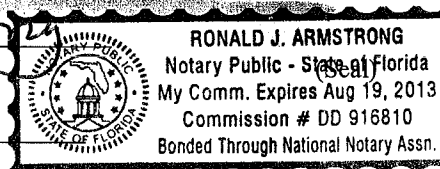
STATE OF FL
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Frank P. Tappina, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 6 day of July, 2011.

Ronald J. Armstrong
Notary Public



MY COMMISSION EXPIRES: _____

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, 20 .

7/6/11

By

Frank P. Toppino

Authorized Signature/Contractor

Frank P Toppino President

Typed Name/Title

CHARLEY TOPPINO & SONS, INC.

Contractor's Firm Name

4S Hwy #1 MM 8.5, Rockland Key

Street Address

Building, Suite Number

Key West, FL 33040

City/State/Zip Code

305 296 5606

Area Code/Telephone Number

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787

KEY WEST, FL 33041

305 296-5606

PAST PROJECTS

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 5 years ago.

1.) CITY OF KEY WEST

P.O. BOX 1409

KEY WEST, FL 33040

305 809-3965

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

PROJECTS:

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
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 BOND YES

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

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

PROJECTS:

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

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

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

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

ROOSEVELT GARDENS HOUSING PROJECT	\$1,256,000	BOND	YES
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6.) BJ&K CONSTRUCTION
970 WEST MCNAB ROAD
FORT LAUDERDALE, FL 33309
954 974-7744

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

13. BRPH
3275 SUNTREE BLVD
MELBOURNE, FL 32940

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

PROJECTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCOPE OF WORK: DEMOLITION, SITEWORK, BUILDING.

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

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.

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) CtlNbr:0005344
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 11-00023997 CONTRACTOR - REG GENERAL
Issue Date: September 15, 2010 Expiration Date: September 30, 2011
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

This document must be prominently displayed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)
POB 787

KEY WEST FL 33041

Open: CHARLER
Date: 9/16/10 55
2011 LIC 00023997
TX CHECK: 5153
Trans Number: 1
1009.75
2009.77
4009.75
Total Of Payment: 1
Receipt No: 11295

Time: 3:42:10
Time: 3:42:10

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 CtlNbr:0010428
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 11-00023996 CONTRACTOR - REG ENGINEERING I
Issue Date: September 15, 2010 Expiration Date: September 30, 2011
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

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

Open: CHALKER Type: OC
Date: 9/15/10 55 Receipt no: 11294
OR 2011 LIC 00009110 1 \$309.75
Trans number: 2574576
CK CHECK 51550 \$309.75
Trans date: 9/16/10 Time: 12:41:21

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 (EDWAR) CtlNbr:0005358
Location Addr MM 8 1/2 ROCKLAND KEY
Lic NBR/Class 11-00017557 CONTRACTOR - REG ENGINEERING I
Issue Date: September 10, 2010 Expiration Date: September 30, 2011
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

CHARLEY TOPPINO & SONS (EDWAR)
EDWARD TOPPINO
P.O. BOX 787
KEY WEST FL 33041

Operator: CHARLEY
Date: 9/10/10 51 Type: DC Drawer: 1
Receipt no: 109779
OR # 17557
LIC OCCASION 1 \$309.75
CHECK 51932 \$309.75
Total Payment \$309.75
Time: 13:58:04

CITY OF KEY WEST
CERTIFICATE OF COMPETENCY

= 3064 THIS IS TO CERTIFY THAT

Frank Toppino

is duly registered as a

Engineering Contractor

in conformity with the regulations of the City of Key West

Date Issued: 10/01/09 Exp Date: 09/30/11

By: *John P. Wood*
CHIEF BUILDING OFFICIAL

CITY OF KEY WEST
CERTIFICATE OF COMPETENCY

= 121 THIS IS TO CERTIFY THAT

Frank Toppino

is duly registered as a

General Contractor

in conformity with the regulations of the City of Key West

Date Issued: 10/01/09 Exp Date: 09/30/11

By: *John P. Wood*
CHIEF BUILDING OFFICIAL

AC# 4482291

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09072300719

DATE	BATCH NUMBER	LICENSE NBR
07/23/2009	090047121	QB64716

The BUSINESS ORGANIZATION

Named below IS QUALIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2011

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS THE
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

CHARLEY TOPPINO & SONS INC

PO BOX 787

KEY WEST

FL 33040

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY

AC# 4482179

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09072300607

DATE	BATCH NUMBER	LICENSE NBR
07/23/2009	090047095	RG0045369

The GENERAL CONTRACTOR

Named below HAS REGISTERED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2011

(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

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

April 25, 2011

CHARLEY TOPPINO & SONS, INC.
PO BOX 787
KEY WEST FL 33041

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2012. However, the new application is due 4/30/2012.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established. To access it, please log into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

UNDERGROUND UTILITIES, SIDEWALKS CONCRETE CURB.

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: BRIDGE DECK OVERLAYS, GUARDRAIL, PORTLAND CEMENT CONCRETE, R&R INTERMEDIATE BRIDGES, R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, R&R MINOR BRIDGES.

CHARLEY TOPPINO & SONS, INC.
April 25, 2011
Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

A handwritten signature in cursive script that reads "Juanita Moore".

Juanita Moore, Manager
Contracts Administration Office

JM:cj



Contractor Pre-Qualification (CPQ)

Logout
ASHLEY@CHARLEYTOPPINOANDSONS



[Home](#) [Update Work Underway](#) [Help](#)

Annual Application

5/9/2011 2:53:14 PM EST

[Vendor](#) [Stakeholders](#) [Affiliates](#) [Work Classes](#) [Financial](#) [Contracts](#) [Manage](#)
[Attach Financial Statements](#) [Additional Documentation](#) [Submit](#) [Application Summary](#)

Vendor Number: F592426906002
Application Status: APPROVED

Name: CHARLEY TOPPINO & SONS, INC.
Fiscal Year End Date: 12/31/2010 Application Due Date: 4/30/2011

Adjusted Current Ratio:	1.61		
Ability Score:	75	Surety Multiplier:	0
Ability Factor:	4	Calculated Maximum Bid Capacity:	\$ 342,600,000.00
Adjusted Net Worth:	\$ 53,201,689.70		

Document	Mailed	Received	Attached
Audited Financial Statements	4/19/2011	4/19/2011	N/A
Affidavit	4/19/2011		2011 - FDOT PREQUALIFICATION SIGNED AFFIDAVIT.PDF <input type="button" value="Request Document"/>
Equipment	4/19/2011		123110 EQUIPMENT LISTING- FDOT FORMAT.PDF <input type="button" value="Request Document"/>
Surety Letter			
Letters of Recommendation			
Audited Financial Statements	N/A	N/A	2010 AUDITED FINANCIAL STATEMENTS - FINAL.PDF <input type="button" value="Request Document"/>