
PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West Caroline Street and Bahama Village Community Redevelopment Agency CRA **ITB #22-008 MARGARET STREET FIRE PUMP BUILDING KEY WEST HISTORIC SEAPORT**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:30pm on July 20, 2022**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside **“BID FOR MARGARET STREET FIRE PUMP BUILDING KEY WEST HISTORIC SEAPORT - ITB 22-008”** addressed and delivered to the City Clerk at the address noted above.

THE PROJECT CONSISTS OF THE REMOVAL OF THE EXISTING NON-HISTORIC FIRE PUMP HOUSE IN THE MIDDLE OF MARGARET STREET PLAZA AND THE CONSTRUCTION OF A NEW FIRE PUMP HOUSE IN A MORE APPROPRIATE LOCATION NEAR THE CAROLINE STREET PARKING LOT. THE FIRE PUMP HOUSE SUPPLIES PRESSURE TO THE FIRE SUPPRESSION LINES ON THE DOCKS AT THE HISTORIC SEAPORT. IN ADDITION TO THE CONSTRUCTION OF THE NEW FIRE PUMP HOUSE, THE SCOPE ALSO INCLUDES ELECTRICAL SERVICE TO THE BUILDING BOTH 3 PHASE AND SINGLE PHASE FROM AN EXISTING TRANSFORMER. CONTRACTOR TO INCLUDE NEW UNDERGROUND FIRE LINES AND WATER CONNECTIONS. REVISED LANDSCAPING AROUND THE STRUCTURE AND PAVER REPLACEMENT PER PLAN WILL BE REQUIRED IN THE PLAZA AS WELL.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A **Mandatory pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services Offices, 201 William Street, Key West, Florida on **July 7, 2022, at 2:30 p.m.**

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.

B. City of Key West Business Tax License Receipt

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CRA will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CRA to evaluate the Bidder's qualifications.

The CRA hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

For information concerning the proposed work please contact **Karen Olson, Deputy Director, Port and Marine Services by email at kolson@cityofkeywest-fl.gov**. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CRA may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CRA. (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any proposal.

The CRA retains the right to award bid to the bidder that best meet the needs of the City.

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INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

B. DOCUMENT INTERPRETATION

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (at least **10** calendar days prior to Bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the GENERAL SPECIFICATIONS.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CRA. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural

resources, fire protection, permits, fees, and similar subjects.

5. TYPE OF BID

UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

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. The Bidder agrees that the unit prices include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 3 through 11).

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to BID.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one BID for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the

signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in concrete construction and fire pump equipment/ piping installation and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit at least 3 references from the above work experience.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

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

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vendor Certification
7. Non-Collusion Affidavit
8. Scrutinized Companies List Certification
9. Proof of Required Insurance

E. CITY OF KEY WEST LICENSE REQUIRED

Contractor is required to have a Certified or Registered General Contractors City of Key West license. License fees not to exceed \$410.00. License shall be obtained within ten (10) days of Notice of Award.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BID

All BIDS must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

Each Bid must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

The Award will be made under one Contract by the Owner on the basis of the Bid from the lowest, responsive, responsible Bidder. The Owner may award entire Bid or selected line items based on the CRA's best interest and available funds at time of Award.

Within 90 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids. Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

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

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and

materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

C. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may only be allowed in accordance with the provisions stated in the General Conditions. Time allowed for completion of the work authorized is stated in Bid.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in the Contract.

The term of this contract will be **two hundred fifty (250) calendar days**

18. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b)

provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

20. 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 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.

21. SALES AND USE TAXES

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

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BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **MARGARET STREET FIRE PUMP BUILDING
KEY WEST HISTORIC SEAPORT**

Project No.: ITB #22-008

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

Company Name: Charley Toppino & Sons, Inc

Contact Name & Telephone #: Andrew Toppino; 305-296-606

Email Address: AToppino@charleytoppino.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the 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, that he has personally inspected the Project, 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 Proposal.

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.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

General Insurance Requirements

Prior to the commencement of work or services governed by this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense,

insurance as specified in the attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Sub-Contractors engaged by the Contractor. Alternatively, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules. City of Key West (City)

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the City of Key West (City) as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the contract and any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor will be held responsible for all deductibles and self-insured retentions that may be contained in the Contractor's Insurance policies.

The Contractor shall provide, to the City, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance or
- A Certified copy of the actual insurance policy.

The City, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the City by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The City of Key West, its employees and officials will be included as "Additional Insureds" on the Contractor's Commercial General Vehicle Liability policies.

In addition, the City will be named as an Additional Insured and Loss Payee on all policies covering City-owned property.

Specific Insurance Requirements

Commercial General Liability

Prior to the commencement of work governed by this contract, the Contractor will obtain Commercial General Liability Insurance. Coverage will be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability

The minimum limits acceptable is:

\$1,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve months following the acceptance of work by the City.

Business Automobile Liability

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Business Automobile Liability Insurance. Coverage will be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable is:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable are:

\$ 500,000 per Person
\$1,000,000 per Occurrence
\$ 100,000 Property Damage

Workers' Compensation and Employers Liability

Prior to the commencement of work governed by this contract, the Contractor will obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable Workers' Compensation state statutes and the requirements of Chapter 440, Florida Statutes.

In addition, the Contractor will obtain Employers' Liability Insurance with limits of not less than:

\$1,000,000 Bodily Injury by Accident
\$1,000,000 Bodily Injury by Disease, policy limits
\$1,000,000 Bodily Injury by Disease, each employee

Coverage will be maintained throughout the entire term of the contract.

Architects Errors and Omissions

Recognizing that the work governed by this contract involves the furnishing of architectural services, the Contractor will purchase and maintain, throughout the life of the contract, Architects Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance must be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability are:

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

Builders Risk

The Contractor is required to purchase and maintain, throughout the life of the contract, and until the project is accepted by the City, Builder's Risk Insurance on an All Risk of Loss form. Coverage will include:

Theft	Aircraft
Wind	Flood
Hail	Smoke
Explosion	Fire
Riot	Collapse
Civil Commotion	Vehicles

The policy limits will be no less than the amount of the Full Replacement Value of the completed structure and coverage will be provided on a Completed Value Basis.

Property, materials, or supplies located on the construction premises, which are intended to become a permanent part of the building, will be included as property insured.

The policy will be endorsed permitting the City to occupy the building prior to completion without effecting the coverage.

The City of Key West shall be included as a Named Insured as their interest may appear (ATIMA).

The policy will be endorsed to include the City of Key West as the Loss Payee.

The Contractor shall ensure that the City will be involved with all claim activities to include the settlement of all claims. No claims will be finalized without the prior approval of the City.

SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of

Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **two hundred-fifty (250) calendar days**, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

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

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, _____, _____, _____. (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.

UNIT PRICE WORK 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.

The Bidder agrees that the unit price 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.

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BID SCHEDULE

MARGARET STREET FIRE PUMP BUILDING KEY WEST HISTORIC SEAPORT

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization, General/Supp Conditions and Demobilization

a. Mobilization	1	each	\$ 25,000.00
b. General/Supp. Conditions	1	each	\$ 48,440.00
c. Demobilization	1	each	\$ 25,000.00
1	LS	(10% of Construction Cost Max.)	\$ 98,440.00

2. Payment and Performance Bonds

1	LS	\$ 50,000.00
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3. Permit Fees (to be paid at cost)

1	LS	\$ 15,000.00
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4. Demolition (Includes all labor, equipment, and disposal for a complete product)

1	LS	\$ 69,034.00
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5. Concrete Foundations (Includes all labor, equipment, and materials for a complete product)

1	LS	\$ 57,210.00
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6. Concrete Shell (Includes stairs, all labor, equipment, and materials for a complete product)

1	LS	\$ 76,600.00
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7. Exterior Finishes (Includes all labor, equipment, and materials for a complete product)

1	LS	\$ 34,250.00
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8. Roof Framing (Includes all labor, equipment, and materials for a complete product)

1	LS	\$ 27,450.00
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9. Thermal Insulation (Includes all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>7,636.50</u>
10. Waterproofing and sealants (Includes all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>6,960.00</u>
11. Roofing System (Includes soffits, fascia, strapping, all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>25,090.00</u>
12. Door and Hardware (Includes all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>9,200.00</u>
13. Louvers and Fans (Includes all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>18,650.00</u>
14. Flood Panels (Includes all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>5,400.00</u>
15. Railings (Includes all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>15,773.00</u>
16. Painting (Includes all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>9,293.00</u>
17. Lattice (Includes all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>9,800.17</u>
18. Fire Extinguisher (Includes all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>1,480.00</u>
19. Fire Pump, Jockey Pump, Valves, FDC, Test Header, Piping and Equipment (Includes all labor, equipment, and materials for a complete product)		
1	LS	\$ <u>135,650.00</u>

20. Fire Backflow Preventor (Includes all labor, equipment, and materials for a complete product)

1 LS \$ 38,552.48

21. New Water Meter and Associated Service Fees (Includes all labor, equipment, materials and new service fees for a complete product)

1 LS \$ 12,482.29

22. General Plumbing not associated with Fire Pump (Includes all labor, equipment, and materials for a complete product)

1 LS \$ 21,103.56

23. 6" Service Line w/ Trench (Includes all labor, equipment, and materials for a complete product)

330 +/- LF Unit Price \$ 322.66 TOTAL \$ 106,477.06

24. Electric Meter, Disconnect, Panel, Lighting, Outlets, Switches (Includes all labor, equipment, materials and new service fees for a complete product)

1 LS \$ 75,000.00

25. All Electrical Conduits and Wires w/ Trench (Includes all labor, equipment, and materials for a complete product)

240 +/- LF Unit Price \$ 241.25 TOTAL \$ 57,900.00

26. Fire Alarm System including SS Permit Drawings (Includes all labor, equipment, materials and SS drawings for a complete product)

1 LS \$ 20,625.00

27. Trench Restoration (Includes all labor, equipment, and materials for a complete product)

570 +/- LF Unit Price \$ 75.50 TOTAL \$ 43,035.00

28. Asphalt Restoration (Includes all labor, equipment, and materials for a complete product)

619 +/- SY Unit Price \$ 97.42 TOTAL \$ 66,133.98

29. Crosswalk and Curb Restoration (Includes all labor, equipment, and materials for a complete product)

1 LS \$ 44,407.50

30. Brick Paver Replacement (Includes all labor, equipment, disposal and materials for a complete product)

1,600 +/- SF Unit Price \$ 32.46 TOTAL \$ 51,936.00

31. Landscaping w/ Irrigation and Maintenance (Includes all labor, equipment, & materials for a complete product)

1 LS \$ 7,144.69

32. Allowance (only to be used with owner's written directive)

1 LS \$ 25,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 32 \$ 1,242,714.23

One Million Two Hundred Forty Two Thousand Seven Hundred Fourteen Dollars & Twenty Three Cents Cents
(amount written in words)

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

The Bidder shall submit a Schedule of Values for Lump Sum items with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.

Payment for materials and equipment authorized by the ENGINEER in a written Change Order but not listed in the above Bid will be provided at the supplier's invoice plus 10 %.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 32).

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items.
(Use additional sheets if necessary.)

Demolition	\$69,034.00
Fire Backflow Preventer	\$38,552.48
Water Meter	\$12,482.29
General Plumbing	\$21,103.56
6" Service Line	\$106,477.06
Electrical Conduit Trench	\$20,000.00
Trench Restoration	\$43,035.00
Crosswalk Curb Restoration	\$34,407.50
Brick Paver Restoration	51,936.00

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:

Gary's Plumbing & Fire, Inc

Name

6409 2nd Terrace Ste 1	Key West	FL	33040
Street	City	State	Zip

Gulf Southern Construction Company KW, Inc

Name

1700 N Roosevelt Blvd Ste 6	Key West	FL	33040
Street	City	State	Zip

Pedro Falcon Contractors, Inc

Name

31160 Ave C	Big Pine Key	FL	33043
Street	City	State	Zip

Affordable Asphalt Inc

Name

94411 Overseas Hwy	Tavernier	FL	33070
Street	City	State	Zip

SURETY

Travelers Casualty and Surety Company of America

whose address is

One Tower Sqaure, Hartford, CT, 06183
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Charley Toppino & Sons, Inc

doing business at

129 Toppino Industrial Dr, Key West, FL, 33040
Street City State Zip

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

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

Name	Title
<u>Richard Toppino</u>	<u>President</u>
<u>Daniel Toppino</u>	<u>Secretary</u>
<u>Paul Toppino</u>	<u>Executive Vice President</u>
<u>John Toppino</u>	<u>Treasurer</u>
<u>Andrew Toppino</u>	<u>Vice President</u>
<u>Ashley Peattie</u>	<u>CFO</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2022.

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 1 day of Aug 2022.

(SEAL)

Charley Toppino & Sons, Inc
Name of Corporation

By Richard 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 OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

SEE ATTACHED LIST

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There is no handwriting or other markings on the paper.

Major Projects

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
UNITED AND GRINNELL ST WATER MAIN IMPROVEMENTS	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DON HUBBS Company: FKA Telephone: 305-296-3965	7/18/2017	UNDERGROUND UTILITIES	COMPLETE	\$527,921.34
NAS BOCA CHICA MAIN EXTENSION	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: JASON MCCLAIR Com: CHEN MOORE & ASSOCIATES Telephone: 954-730-0707	11/16/2016	UTILITIES, PIPEWORK, CONCRETE RESTORATION	COMPLETE	\$1,847,000.00
FKA KEY HAVEN UTILITY IMPROVEMENTS	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	7/15/2016	UNDERGROUND UTILITIES, LIFT STATIONS, PAVING, STRIPING	COMPLETE	\$2,779,313.80
GERALD ADAMS SITEWORK AND DEMO	Name: AJAX BUILDING CORP Address: 6050 PORTER WAY Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	5/25/2017	CLEARING, EARTHWORK, UTILITIES	COMPLETE	\$4,578,670.40
SUGARLOAF SCHOOL SITEWORK	Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	4/15/21	UTILITIES GRADING ASPHALT	ACTIVE	\$3,884,348.24
STOCK ISLAND ROADWAY & DRAINAGE IMPROVEMENTS	Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426	Name: FRANCISCO ALONSO Company: T.Y. LIN INTERNATIONAL Telephone: 305-567-1888	6/21/2017	DRAINAGE, STRUCTURES INSTALLATION , PAVEMENT, STRIPING	COMPLETE	\$4,097,278.47
WRECKERS CAY APARTMENTS	Name: Gediminas Bulota Integra Investments Telephone: 305-774-0110	Name: Aldo Minozzi Company: PQH Group Telephone: 904-224-0001	3/30/2021	MULTI-UNIT HOUSING CONSTRUCTION	ACTIVE	\$44,881,021

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
KW1A ACCESS ROAD	Name: BETH LETO 3491 S ROOSEVELT BLVD, KEY WEST Telephone: 305-809-5239	Name: Scott Kunselman Company: McFarland Johnson Telephone: 321-431-7029	3/19/21	CLEARING, ASPHALT, STRIPING, DRAINAGE	ACTIVE	\$3,213,636
ST MARY'S ACTIVITY CENTER	Name: ARCHDIOCESE OF MIAMI Address: 9401 BISCAYNE BLVD, MIAMI Telephone: 305-762-1032	Name: CARLOS HUEMBES Company: VILLA AND ASSOCIATES Telephone: 305-661-8181	5/8/2017	UTILITIES, BUILDING CONSTRUCTION	COMPLETE	\$1,574,143.14
FDOT E-6J96 MARATHON	Name: GENERAL ASPHALT Address: 4950 NW 172 AVE, MIAMI, FL Telephone: 305-592-3480	Name: ORACIO RICCIBONO Company: GEOSOL, INC Telephone: 305-828-4367	3/3/2017	CLEARING, DRAINAGE, SUBBASE INSTALLATION	COMPLETE	\$1,010,539.55
FDOT T6489	Name: Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555	Name: Hernan Lugo Company: HBC Engineering Telephone: 305-232-7932	6/23/20	Earthwork Stabilization, RipRap	ACTIVE	\$6,014,031.65
TRUMAN WATERFRONT PARK PHASE 1B	Name: Albi Balliu Address: 1100 United St, Key West, FL Telephone: 305-809-3962	Name: Erica Pool Company: K2M Design Telephone: 305-292-7722	9/27/19	Building Renovation, Athletic Field Development, Install	ACTIVE	\$4,765,712.00
MONROE COUNTY KW1A DRAINAGE IMPROVEMENTS	Name: MONROE COUNTY BOCC Address: 1100 SIMONTON ST Telephone: 305-292-4426	Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 904-636-5432	11/22/2016	EARTHWORK, DRAINAGE INSTALLTION	COMPLETE	\$2,818,122.25
STANLEY SWITLIK ELEMENTARY SCHOOL	Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	2/27/18	SITEWORK, UNDERGROUND UTILITIES	COMPLETE	\$4,343,634.55

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
POINCIANA GARDENS ASSISTED LIVING FACILITY	Name: ROCKFORD CONSTRUCTION 601 FIRST ST NW, GRAND RAPIDS, MI Telephone: 616-285-6933	Name: PEREZ ENGINEERING 1010 KENNEDY DR, KEY WEST, FL Telephone: 305-293-9440	SEPT 28, 2016	SITEWORK, EARTHWORK, UTILITIES	COMPLETE	\$945,722.00
FCAA KEY HAVEN FM EXTENSION	Name: FCAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	11/22/2018	UNDERGROUND UTILITIES, LIFT STATIONS	COMPLETE	\$2,762,000.00
TRUMAN WATERFRONT PARK	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: KIRK OLNEY BERMELLO AJAMIL & PARTNERS Telephone: 305-859-2050	9/30/2015	SITE DEVELOPMENT, UTILITIES, CONCRETE	COMPLETE	\$15,164,925.26
STOCK ISLAND MARINA VILLAGE HOTEL	Name: SIMV 1, LLC Address: 2121 PONCE DE LEON BLVD STE 1250, CORAL GABLE, FL 33134 Telephone: 305-296-3904	Name: MICHAEL GIARDULLO Address: 201 W. MARION AVE STE 1306, PUNTA GORDA, FL Telephone: 941-505-1700	2/29/2016	SITEWORK, HOTEL CONSTRUCTION	COMPLETE	\$18,958,714.22
BIG PINE OBSERVATION PLATFORM AND REYNOLDS ST PIER	Name: Monroe County BOCC Address: 500 Whitehead St, Key West, FL Telephone: 305-292-4426	Name: Stantec Address: 21301 Powerline Rd, Ste 311 Boca Raton, FL 33433 Phone: 561-487-3379	3/21/2018	Platform Construction, Pilings, Boardwalk, Pier Restoration	COMPLETE	\$762,854.75
QUARRY HOUSING DEVELOPMENT	Name: QUARRY PARTNERS LLC 3030 HARTLEY RD, Address: JACKSONVILLE, FL 32257 Telephone: 904-288-7778	Name: RODOLFO MARTIN Company: PQH GROUP DESIGN, INC Telephone: 904-224-0001	6/7/2018	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK, PAVING, STRIPING	COMPLETE	\$6,163,588.00
MARTY'S PLACE	Name: Marty's Place Associates, LTD Address: 1434 Kennedy Dr, Key West Telephone: 305-293-4800	Name: Mark McLean Company: MHK Architecture & Planning Telephone: 239-250-9915	2/12/2019	Residential Facility Construction	COMPLETE	\$10,461,140

FLORIDA BID BOND

BOND NO. N/A
AMOUNT: \$ Five Percent of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

having its principal place of business at One Tower Square, Hartford, CT 06183

in the State of Connecticut,

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

City of Key West

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **ITB #22-008 MARGARET STREET FIRE PUMP BUILDING - KEY WEST HISTORIC SEAPORT,**

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 CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #22-008

MARGARET STREET FIRE PUMP BUILDING

KEY WEST HISTORIC SEAPORT

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 CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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

Signed and sealed this 13 day of July, 2022.

Charley Toppino & Sons, Inc.

By

PRINCIPAL

Travelers Casualty and Surety Company of America

SURETY

By

Attorney-In-Fact & FL Res Agent, William L. Parker



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

POWER OF ATTORNEY

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

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

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



State of Connecticut

City of Hartford ss.

By:

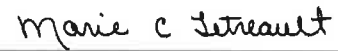

Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, **2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13** day of **July**, **2022**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ANTI-KICKBACK AFFIDAVIT

STATE OF FL)

: SS

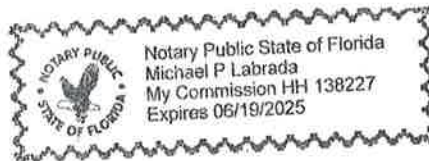
COUNTY OF MONROE)

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: _____

Sworn and subscribed before me this 1st day of August 2022.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires:

* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for _____
MARGARET STREET FIRE PUMP BUILDING KEY WEST HISTORIC SEAPORT

2. This sworn statement is submitted by _____
CHARLEY TOPPINO & SONS, INC
(name of entity submitting sworn statement)

whose business address is 129 Toppino Industrial Dr, Key West, FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2426906

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is Richard Toppino
(please print name of individual signing)

and my relationship to the entity named above 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

a. A predecessor or successor of a person convicted of a public entity crime; or

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity 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.)

(signature)

(date)

STATE OF

FL

COUNTY OF

Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Richard Toppino
(name of individual signing)

who, after first being sworn by me, affixed his/her

signature in the space provided above on this 1 day of Aug, 2022.

My commission expires:

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: PO Box 787, Key West, FL 33041
Address
Signature
Print Name
Title
DATE: 8/1/22

SEAL:

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)

: SS

COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

CHARLEY TOPPINO & SON, INC

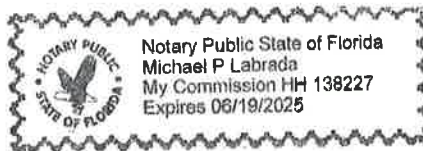
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this 1st day of August 2022.

Michael P 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 & SON, INC have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

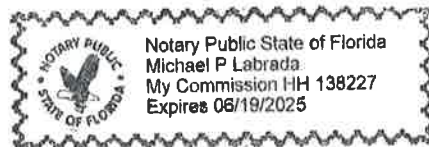
By: _____

Sworn and subscribed before me this

1st day of August 2022.

NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF MONROE)

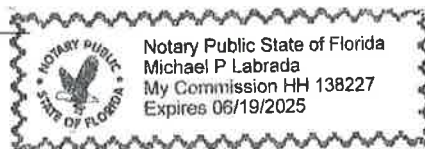
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By: _____

Sworn and subscribed before me this

_____ day of _____, 2022.

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: _____

LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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.
 - Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances 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
129 Toppino Industrial, Key
 Current Local Address: West, FL 33040
 (P.O Box numbers may not be used to establish status)

Phone: 305-296-5606

Fax: 305-296-5189

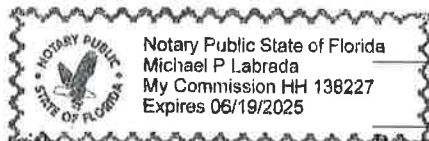
Length of time at this address 77 Years

Signature of Authorized Representative

Date

STATE OF FL
 COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 1 day of Aug, 2022.
 By Richard 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)



Signature of Notary

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

Print, Type or Stamp Name of Notary


Title or Rank

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: <u>Charley Toppino & Sons, Inc</u>		
Vendor FEIN: <u>59-2426906</u>		
Vendor's Authorized Representative Name and Title: <u>Andrew Toppino, VP</u>		
Address: <u>129 Toppino Industrial Dr</u>		
City: <u>Key West</u>	State: <u>FL</u>	Zip: <u>33040</u>
Phone Number: <u>305-296-5606</u>		
Email Address: <u>AToppino@charleytoppino.com</u>		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: <u>Richard Toppino</u>	<u>President</u>
<i>Print Name</i>	<i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.	
Authorized Signature: 	

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood ☒
2. All blank spaces in Bid filled in black ink. ☒
3. Total and unit Prices added correctly. ☒
4. Addenda acknowledged. ☒
5. Subcontractors are named as indicated in the Bid. ☒
6. Experience record included. ☒
7. Bid signed by authorized officer. ☒
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond. ☒
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 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, one (1) original, two (2) USB drives. ☒
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; Non-Collusion Affidavit; Scrutinized Companies List Certification; Proof of Required Insurance ☒

* * * * *



PORT & MARINE SERVICES

201 William Street
Key West, FL
33040

ADDENDUM NO. 1

**MARGARET STREET FIRE PUMP BUILDING
KEY WEST HISTORIC SEAPORT
ITB #22-008**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL NOTES:

1. Mandatory Pre-Bid sign-in sheet attached.
2. Construction activities are allowed on Saturdays, 9am – 5pm.
3. Bid date has been extended to August 3, 2022 @ 3:30pm

QUESTIONS & CLARIFICATIONS:

1. What is the City's construction budget?

The construction budget is \$250,040.00

2. Verify the check-valve size at backflow preventor.

Check-valve to be min. 6" per sheet FP-1

3. Will a temporary fire pump or Fire Watch be required during disconnection?

All connections shall be installed and tested up to existing fire pump system. Once tested and approved, connection can be made. System down time must be limited to less than 24 hours. If down time is great than 24 hrs. It shall be contractors' responsibility to provide Fire Watch at contractor's expense. Coordinate any fire watch needs with Derek Berger 305-809-3935.

4. None of the drawings show Fire Alarm System details inside new Fire Pump Building. Does the new Fire Pump Building need to be equipped with Fire Alarm System?

Refer to sheet E-3 for "FIRE ALARM NOTE" and "NOTES TO CONTRACTOR"

there is also a note in the controller to connect to the Fire Alarm panel.

5. Clarify who is the City's Internet Provider

Connection to City data network will no longer be through data vault. Provide (2) data conduits in electrical trench to panel location. Conduits to run up "Waterfront Brewery" building into existing second floor data closet. Data conduit run approximately 300 ft. for bid purposes.

6. Clarify size of electrical conductors and raceways From: Existing pad mounted transformer to New 600A Utility meter to 3P-500A Disconnect.

Please note we have designed the conductor sizes per NEC sections that apply to Fire Pumps. (relevant articles attached). The contractor should review the sizes with the Fire Department, Building Department and Keys Energy. If they want wire sizes upgraded, 2 sets of 4-250 KCMIL will be required.

Please see below:

- 1- NEC art. 695.3(A)(1) permits to have a separate service to the fire pump.
- 2- Per NEC 695 all fire pump controllers are suitable for use as service equipment (SUSE)
- 3- NEC art. 695.4(A) allows to make a direct connection (service entrance feeder) between the power source and the fire pump controller, which is not our design since it is installed with a single disconnect before the fire pump controller.
- 4- NEC art. 695.4(B)(2)(a)(1) permit to install a single disconnecting means between the power source and the fire pump controller which shall be capable to carry indefinitely the sum of the locked-motor current of the fire pump motor and the jockey pump (which we have done). This requirement shall not apply to the conductors in the fire pump circuit. The key is that the utility company and the Fire/ Bldg Departments allow this installation as per construction drawings. If they do not allow, and the equipment remains as per construction drawings a (2) sets of 4-250kcmil would be required.
Also, contractor should verify with AHJ if a single disconnecting means 3phase-480V without fuses is allowed, then # 1 AWG would be used.
- 5- NEC art. 695.4(B)(2)(a)(2) permit to install a single disconnecting means ("upstream disconnecting means)) between the power source and the fire pump controller that comply with items a, b, c & d indicated on that article. Contractor shall verify with manufacturer to provide the disconnect means in NEMA 4XSS and size the disconnect based on the sum of HPs of fire pump motor and jockey pump. FIRETROL has an upstream disconnecting means but NEMA 2 enclosure and should be located inside the fire pump room and not outside close to the utility meter. This is too similar that is explained in item 2 above (see attachment).
- 6- NEC art. 695.6(B)(1) indicates that the conductor size of supply conductors shall be sized not less than 125% of the sum of the fire pump motor and jockey pump full-load currents (which is on the plans).

See attachments provided for further clarification.

7. Clarify if fire pump is design/build as stated on sheet E-4 or are we to use the design provided on sheets FP-1 and FP-2.

Sheet E-4's intent is to provide parameters to the fire pump design. The fire pump shall be constructed according to FP-1 and FP-2, if the contractor desires to use a different manufacturer they can be accepted if equal or better.

8. Provide Additional information on lattice structure.

See attached SK-1 LATTICE INFORMATION for more information on lattice construction.

9. Asphalt Resurface Work C-1: Are we to remove the existing asphalt from the areas shaded in grey and place new limerock base and asphalt pavement in this area or only within the limits of the diagonal arrows?

In addition to the area highlighted in grey, asphalt resurfacing will also be necessary along the trench to the electrical transformer. The resurfacing need only be 6' wide along the electrical trench only. We have provided a rough yardage estimate in the bid schedule for all resurfacing.

10. Provide electrical trench detail.

See attached SK-2 ELECTRICAL TRENCH DETAIL for more information on lattice construction.

11. The existing WM from the existing pump to the RPDA on A-1 does not match the existing WM on C-1. Please designate which one is correct.

WM line is diagrammatic in nature on the civil drawings. On A-1 this was provided to us from an old survey. We do not know exact locations; contractor will need to verify the exact location of this water line along with all other services in the ground in the area of work.

BID FORM:

ADD:

SUBSTITUTIONS

Any material or equipment that will fully perform the duties specified will be considered 'equal,' provided the bidder submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of 'or equal' shall be made in writing at least five business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two business days prior to the bid opening date."

INSTRUCTIONS TO BIDDERS:

1. CONTRACT DOCUMENTS B. DOCUMENT INTERPRETATION

DELETE: "(at least 10 calendar days prior to Bid opening)"

REPLACE with: "(at least 14 days prior to Bid opening (EOB July 20, 2022))"

17. TIME OF COMPLETION

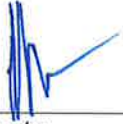
ADD: "Contractor shall perform limited activities, coordinated through Port & Marine Services, Fantasy Fest (October 19 – 29, 2022), the Poker Run (November 8 – 14, 2022), Thanksgiving (November 23 – 24, 2022), Christmas and New Years Eve, Memorial Day (May 29, 2023) and Independence Day (July 4, 2023)".

BID SCHEDULE:

DELETE Bid Schedule and REPLACE with attached

All other elements of the Contract and Bid documents shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Charley Toppino & Sons, Inc

Name of Business

References



Allen Perez
Owner
Perez Engineering
305-293-9440



Robert Lopez
Owner
General Asphalt
305-510-3031



Rachel Cone
The Southern Group
Interim Secretary of FDOT under Rick Scott
904-386-3033

CREDIT REFERENCES



Concrete Products Of Palm Beaches, Inc.
460 Avenue S
Riviera Beach, FL 33404
(561) 842-2743



Ferguson Enterprises
1950 NW 18th Street
Pompano Beach, FL 33069
(305) 947-0514



BB&T Bank - Jay Hall
1010 Kennedy Dr.
Key West, FL 33040
(305) 292-3842



Key West & Lower Keys



- | | | |
|--|--|---|
| <ul style="list-style-type: none"> ➤ United & Grinnell St. Water Main Improvements <ul style="list-style-type: none"> ➤ \$527,921.34 ➤ NAS Boca Chica Main Extension <ul style="list-style-type: none"> ➤ \$1,847,000.00 ➤ FCAA Key Haven Utility Improvements <ul style="list-style-type: none"> ➤ \$2,779,313.80 ➤ Gerald Adams Sitework & Demolition <ul style="list-style-type: none"> ➤ \$4,578,670.40 ➤ Pump Station "F" <ul style="list-style-type: none"> ➤ \$1,670,744.25 ➤ Stock Island Roadway & Drainage Improvements <ul style="list-style-type: none"> ➤ \$4,097,278.47 ➤ VFD Pump Stations "A, B, C, D, DA" <ul style="list-style-type: none"> ➤ \$4,022,894.40 | <ul style="list-style-type: none"> ➤ City of Key West ROW Improvements <ul style="list-style-type: none"> ➤ \$2,500,000.00 ➤ St. Mary's Activity Center <ul style="list-style-type: none"> ➤ \$1,574,143.14 ➤ Sonic Sitework <ul style="list-style-type: none"> ➤ \$515,000.00 ➤ Key West International Airport Commercial Apron <ul style="list-style-type: none"> ➤ \$995,220.00 ➤ Key West International Airport Drainage Improvements <ul style="list-style-type: none"> ➤ \$2,818,122.25 ➤ Quarry Housing Development <ul style="list-style-type: none"> ➤ \$6,163,588.00 | <ul style="list-style-type: none"> ➤ Polciana Gardens Assisted Living Facility <ul style="list-style-type: none"> ➤ \$945,722.00 ➤ FCAA Key Haven FM Extension <ul style="list-style-type: none"> ➤ \$2,762,000.00 ➤ Truman Waterpark Park <ul style="list-style-type: none"> ➤ \$15,164,925.56 ➤ Stock Island Marina Village Hotel <ul style="list-style-type: none"> ➤ \$18,958,714.22 ➤ Marty's Place <ul style="list-style-type: none"> ➤ \$10,594,453.00 ➤ Big Coppitt Wastewater System <ul style="list-style-type: none"> ➤ \$11,078,347.00 ➤ Key Haven Estates Sitework <ul style="list-style-type: none"> ➤ \$299,917.75 |
|--|--|---|

Middle & Upper Keys



- **Stanley Switlik Elementary
Sitework & Underground Utilities**
 - \$3,775,000.00
- **FDOT Hurricane Irma Repairs
T6489**
 - \$6,002,466.00
- **Marathon Airport Taxi Lanes**
 - \$2,366,000.00
- **Big Pine Observation Platform &
Reynolds St. Pier**
 - \$762,854.75
- **FDOT Hurricane Irma Repairs
T6476**
 - \$1,873,536.00
- **FDOT Summerland Key
Roadway & Drainage E6K75**
 - \$2,000,000.00
- **Tarpon Harbor Marathon**
 - \$2,154,405.00
- **Lazy Lakes RV Resort
Utilities Improvements**
 - \$753,000
- **Plantation Key Courthouse
Demolition & Sitework**
 - \$2,320,735.00
- **Cudjoe Regional Wastewater
Collection System**
 - \$5,400,000.00
- **Cross Key WWTP**
 - \$4,148,000.00
- **FDEP Dagny Johnson State Park**
 - \$900,000.00
- **Marathon Library**
 - \$645,900.00
- **Fishermen's Hospital**
 - \$2,725,555.00
- **US Coast Guard Station
Marathon**
 - \$374,319.00
- **Saddle Bunch Keys Bike Path**
 - \$450,000.00
- **FKAA Breezy Pines Improvements**
 - \$1,309,084.00
- **FKAA Big Pine Key Repump Station**
 - \$919,020.00
- **FDEP Heritage Trail: Key Haven to
Big Coppitt**
 - \$2,052,268.00
- **FDEP Bahia Honda Sandspur
Restoration**
 - \$2,962,347.00
- **FDEP Heritage Trail: Spanish Harbor
to 7 Mile Bridge**
 - \$4,083,000.00
- **Grassy Flats Resort Marathon Site
Development**
 - \$687,569.40

Tab 2 - Job Highlights

Truman Waterfront Park

- 1,500 LF of roadway FDOT standard
- Installed 15,000 LF of underground utilities to include fire suppression, water, drainage, sanitary drainage and irrigation up to 24" in diameter
- Installed a Water Park feature with public bathrooms



FKA Sombbrero Beach Rd

- Installation of 3,000 LF of 6" Water Main and 4,500 LF 12" Water Main
- Installed all service connection, fire hydrants and waste meters
- Roadway reconstruction

Stock Island Roadway & Drainage

- Installed 7,000 LF of drainage pipe from 15" to 24", including a French drain
- Installed 8,000 LF of two lane roadway reconstruction per FDOT standards



Job Highlights

Stock Island Marina Village

- Installed more than 10,000 LF of underground utilities including drainage, sanitary, fire, water, and irrigation systems.
- 100 room Hotel, Restaurant and Marina

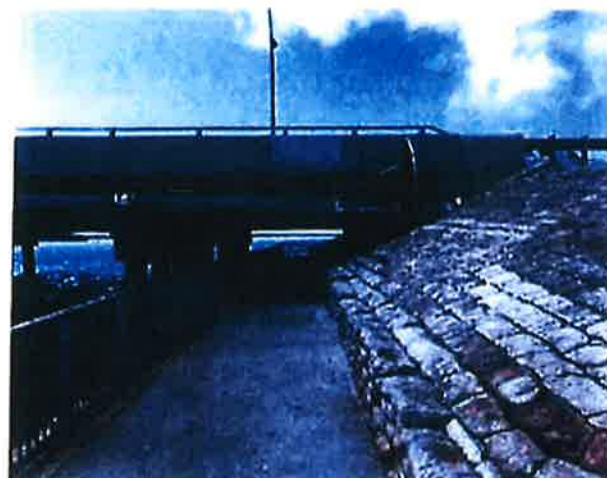


NAS Boca Chica Main Extension

- Installed 5,100 LF of 8" HDPE pipe directional drilled and appurtenances
- Treatment plant conversion including new VFD's, telemetry, pumps, and controls
- Completed all structural modifications, penetrations, etc.

FCAA Key Haven FM Extension

- Installation of 10,000 LF of 10" HPDE pipe FM, directional drill
- Installation of 3,000 LF 8" SS pipe FM under bridge structure to include hangers, ARY's and expansion joints





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
CHARLEY TOPPINO & SONS, INC.

Filing Information

Document Number	M03537
FEI/EIN Number	59-2426906
Date Filed	08/02/1984
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/11/2019
Event Effective Date	NONE

Principal Address

129 TOPPINO INDUSTRIAL DRIVE
ROCKLAND KEY
KEY WEST, FL 33040

Changed: 04/27/2017

Mailing Address

P. O. BOX 787
KEY WEST, FL 33041

Changed: 04/23/2018

Registered Agent Name & Address

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

Name Changed: 02/08/2018

Address Changed: 02/08/2018

Officer/Director Detail

Name & Address

Title P

TOPPINO, RICHARD

10 EGRET LANE
KEY WEST, FL

Title T

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

Title V

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

Title Secretary

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

Title Executive Vice President

Toppino, Paul
1500 Catherine Street
Key West, FL 33040

Title CFO

Peattie, Ashley
PO Box 787
Key West, FL 33041

Annual Reports

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

Document Images

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04/25/2005 -- ANNUAL REPORT	View image in PDF format
01/04/2005 -- Amendment	View image in PDF format
06/08/2004 -- Name Change	View image in PDF format
04/27/2004 -- ANNUAL REPORT	View image in PDF format
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01/31/1997 -- ANNUAL REPORT	View image in PDF format
01/29/1996 -- ANNUAL REPORT	View image in PDF format
02/03/1995 -- ANNUAL REPORT	View image in PDF format

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# M03537

Entity Name: CHARLEY TOPPINO & SONS, INC.**Current Principal Place of Business:**129 TOPPINO INDUSTRIAL DRIVE
ROCKLAND KEY
KEY WEST, FL 33040**FILED**
Apr 25, 2022
Secretary of State
5172309484CC**Current Mailing Address:**P. O. BOX 787
KEY WEST, FL 33041 US**FEI Number:** 59-2426906**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**TOPPINO, RICHARD
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	P
Name	TOPPINO, RICHARD
Address	10 EGRET LANE
City-State-Zip:	KEY WEST FL
Title	V
Name	TOPPINO, ANDREW
Address	129 TOPPINO INDUSTRIAL DR
City-State-Zip:	KEY WEST FL 33040
Title	EXECUTIVE VICE PRESIDENT
Name	TOPPINO, PAUL
Address	1500 CATHERINE STREET
City-State-Zip:	KEY WEST FL 33040

Title	T
Name	TOPPINO, JOHN
Address	#18 CALLE UNO
City-State-Zip:	KEY WEST FL 33040
Title	SECRETARY
Name	TOPPINO, DANIEL P
Address	PO BOX 787
City-State-Zip:	KEY WEST FL 33041
Title	CFO
Name	PEATTIE, ASHLEY
Address	PO BOX 787
City-State-Zip:	KEY WEST FL 33041

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

SIGNATURE: ASHLEY PEATTIE

CFO

04/25/2022

Electronic Signature of Signing Officer/Director Detail

Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TOPPINO, JOHN PETER

CHARLEY TOPPINO & SONS INC
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST FL 33040

LICENSE NUMBER: CGC1518488

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name CHARLEY TOPPINO & SONS INC
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 23997 CONTRACTOR DBPR STATE CERTIFIED
Issued Date 9/3/2021 Expiration Date: September 30, 2022

GENERAL CONTRACTOR

Comments:

Restrictions: DBPR #CGC1518488 (8/31/22)

CHARLEY TOPPINO & SONS INC
PO BOX 787

KEY WEST, FL 33041

This document must be prominently displayed.

TOPPINO, FRANK

2021 / 2022
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2022

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUAL
Mailing Address:

BOX 787
KEY WEST, FL 33041

Business Location: US HWY 1
KEY WEST, FL 33040

Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING
CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 152A

STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid 000-20-00037807 08/23/2021 250.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

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

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2022

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUAL
Mailing Address:

BOX 787
KEY WEST, FL 33041

Business Location: US HWY 1
KEY WEST, FL 33040

Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING
CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 15

STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid 000-20-00037807 08/23/2021 250.00

PART 2

CONTRACT FORMS

DRAFT CONTRACT AGREEMENT

This Contract, made and entered into _____ day of _____ 2022,
by and between the City of Key West, hereinafter called the "Owner", and
_____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #22-008 MARGARET STREET FIRE PUMP BUILDING - KEY WEST HISTORIC SEAPORT**

Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____, 2022, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, and the SPECIFICATIONS, TECHNICAL SPECIFICATIONS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within **two hundred-fifty (250) calendar days** and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of **\$500.00 per day**. Sundays and legal holidays shall be included in determining days in default.

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

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _____ day
of _____, A.D., 2022.

CITY OF KEY WEST

By _____

Printed _____

Title _____

CONTRACTOR

By _____

Printed _____

Title _____

APPROVED AS TO FORM

Attorney for Owner

* * * * *

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05 _____

with offices at _____

hereinafter called the CONTRACTOR (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of 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**, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20__, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument

this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____
hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____

_____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS(_____),
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

ITB #22-008 MARGARET STREET FIRE PUMP BUILDING - KEY WEST HISTORIC SEAPORT attached hereto, with

the CITY, dated _____

_____, 20__, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR’S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument

this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

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