

# PROJECT MANUAL FOR:



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**ITB BID No.:18-008**

## **Truman Waterfront Building 103 Demolition**

**November 29, 2017**

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MAYOR: CRAIG CATES

COMMISSIONERS:

SAM KAUFMAN

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

RICHARD PAYNE

MARGARET ROMERO

PREPARED BY:  
City of Key West  
Engineering Services

## **PROPOSAL – REVISED 11/15/2017**

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

To: The City of Key West  
Address: 1300 White St, Key West, Florida 33040  
Project Title: DEMOLITION OF BUILDING 103

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

Company Name: CHARLEY TOPPINO & SONS

Contact Name & Telephone #: ANDREW TOPPINO 305-296-5606

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

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

### **CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

### **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects not later than March 30, 2018.

**PROPOSAL (continued)**

**LIQUIDATED DAMAGES**

In the event the Bidder is awarded the Contract and shall fail 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.

**ADDENDA**

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

3, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

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

**SALES AND USE TAXES**

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

**LUMP SUM 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 lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

**TOTAL LUMP SUM BASE BID<sup>1</sup>:** \$ 809,250.00 (1)

**LANDSCAPE ALLOCATION:** \$ 25,000.00 (2)

**TOTAL LUMP SUM BASE BID:** \$ 834,250.00 (1+2)

\$ EIGHT HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED FIFTY Dollars & ZERO  
Cents *amount written in words*

**Landscape Allocation:** Design, Furnish and Plant Additional Landscaping. Coordinate with Owner to develop vertical landscape plan, subject to approval by the City's Urban Forestry Manager. Provide additional irrigation as necessary. Total cost not to exceed \$25,000 landscaping allocation.

**<sup>1</sup>Indicate Demolition Methodology (check one):**

A. LBP Abatement, then demolition and disposal as solid waste/recycling: \_\_\_\_\_

B. Demolish (no LBP abatement) and disposal as hazardous waste:   X

**The Bidder shall submit a Schedule of Values with the Proposal. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum.**

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

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:

Name

Trade

Percent of Total Base Bid

Street

City

State

Zip

Name

Trade

Percent of Total Base Bid

Street

City

State

Zip

Name

Trade

Percent of Total Base Bid

Street

City

State

Zip

SURETY

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

whose address is

ONE TOWER SQUARE

HARTFORD

CT

06183

Street

City

State

Zip

BIDDER

The name of the Bidder submitting this Proposal is

CHARLEY TOPPINO & SONS, INC

doing business at

PO BOX 787

KEY WEST

FL

33041

Street

City

State

Zip



## THE CITY OF KEY WEST

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

### ADDENDUM NO. 1

#### Truman Waterfront Building 103 Demolition

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

- 1) *A Pre-Bidders conference will be held in the City Manager's Conference Room, 1300 White Street, Key West FL, on November 15, 2017 at 11:00 a.m.*

- ☒ *Bidders shall provide an Additive Alternate cost for the removal of excess reclaimed wood. This Additive Alternate to be priced on a per ton basis. Bidder will use this addendum as a supplement to the bid sheet.*

- a. *Price per ton for removal and recycling/disposal of reclaimed wood*

*Deleted by Addendum 3*

- 3) *Is there a cost estimate or budget for this project?*

- a. *No*

- 4) *Is there an approximate start date for the project?*

- a. *Tuesday, January 2, 2018*

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

*James P. Jorgensen*

Signature

CHARLEY TOPPINO & SONS, INC

Name of Business



## THE CITY OF KEY WEST

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

### ADDENDUM NO. 2

#### Truman Waterfront Building 103 Demolition

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

**1) *Include the following attachments as part of the ITB Documents.***

- a. Tetra-Tech LBP and ACM Report
- b. LBP sample locations
- c. REVISED Proposal Form

**2) *Bidder Questions/Response***

- 1. The documents posted on DemandStar do not include the Tetra Tech Environmental Assessment. Can you add this to the file? *Included in this Addendum.*
- 2. Do you have an overall SF of lead paint to be removed? *No, Contractor to field measure.*
- 3. Should we assume all debris, including concrete material generated during demolition to be hazardous disposal? *If lead based paint is not removed, concrete demolition debris is considered hazardous unless the Contractor demonstrates non-hazardous through TCLP testing.*

**3) *Modify Summary of Work: GENERAL as follows:***

- 1. 1.a.: Delete last sentence and insert "Contractor shall remove and properly dispose residual LBP (i.e., chips) from ground surfaces within the building and limit of work."
- 2. 1.d.: Insert after last sentence "Contractor shall remove and dispose/recycle steel plates covering pits prior to backfill. Steel beams located at or below grade may remain."

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



CHARLEY TOPPINO & SONS, INC

Signature

Name of Business



## THE CITY OF KEY WEST

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

### ADDENDUM NO. 3

#### Truman Waterfront Building 103 Demolition

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

#### ***Bidder Questions/Response***

- 1) Is the irrigation system cost included in the (25k) predetermined landscaping budget?
  - a. *Refer to Summary of Work 1.n.*
- 2) There are raised features throughout the building floor (grade beams, curbs etc.). Do we need to cut these features flush?
  - a. *Refer to Summary of Work 1.c.*

***Delete item 2 of Addendum 1 as all surplus wood will be disposed of by Owner.***

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to read "Charley Toppino", is written over a horizontal line.

Signature

CHARLEY TOPPINO & SONS, INC

Name of Business

**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: Isaac V. Jordan

Sworn and subscribed before me this 28 day of November, 2017.

Michael Labrada  
NOTARY PUBLIC, State of FL at Large

My Commission Expires:



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**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 BUILDING 103 DEMOLITION  
ITB 18-008

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

whose business address is PO BOX 787, KEY WEST, FL 33041

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

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

3. My name is Frank P. Toppino, Frank Toppino  
(please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

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

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

**PUBLIC ENTITY CRIMES (continued)**

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.)

**PUBLIC ENTITY CRIMES (continued)**

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

Frank P. Toppino  
(signature)  
11/28/17  
(date)

STATE OF FL

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 28 day of Nov, 2017.

My commission expires:



Michael Labrada  
NOTARY PUBLIC

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

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

FRANK TOPPINO

RICHARD TOPPINO

EDWARD TOPPINO

JOHN TOPPINO

DANIEL TOPPINO

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
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 28 day of November 2017.

(SEAL)

CHARLEY TOPPINO & SONS, INC

Name of Corporation

By

W. P. Toppino

Title

Pres. Sec'y

Attest

Mukul Zambarda

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

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

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

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

Business Name CHARLEY TOPPINO & SONS Phone: 305-296-5606

129 TOPPINO INDUSTRIAL DR,  
Current Local Address: MM 8.5 US-1, KEY WEST, FL 33040 Fax: 305-296-5189  
(P.O Box numbers may not be used to establish status)

Length of time at this address: 55 YEARS

Frank P. Toppino Date: 11/28/17  
Signature of Authorized Representative

STATE OF FL COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 28 day of Nov, 2017.

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

or has produced identification Personally known as identification  
(Type of identification)

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



Michael Labrada  
Signature of Notary

Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\* \* \* \* \*

## INDEMNIFICATION

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: CHARLEY TOPPINO & SONS, INC

SEAL:

PO BOX 787, KEY WEST, FL 33041

Address

*Frank P. Toppino*

Signature

Frank P Toppino

Print Name

President

Title

11/28/17

Date

\* \* \* \* \*

**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 & SONS provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: Frank P. Toppino

Sworn and subscribed before me this

28 day of November, 2017.

Michael Labrada  
NOTARY PUBLIC, State of FL at Large

My Commission Expires: June 19, 2021



\* \* \* \* \*

**CONE OF SILENCE AFFIDAVIT**

STATE OF FL )  
 : SS  
COUNTY OF MONROE )

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

Frank P. Toppino  
(signature)  
11/28/17  
(date)

Sworn and subscribed before me this

28 Day of November, 2017.

Michael Labrada  
NOTARY PUBLIC, State of FL at Large

My Commission Expires: June 19, 2021



\*\*\*\*\*



# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

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

**OWNER:**

(Name, legal status and address)

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

**BOND AMOUNT:** 5% of Bid Proposal Submitted

**SURETY:**

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

(Name, location or address, and Project number, if any)

Truman Waterfront Building 103 Demo  
Contract ITB 18-008

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of November, 2017

(Witness) 

(Witness) 

Charley Toppino & Sons, Inc.

(Principal)

(Title)

Travelers Casualty and Surety Company of America

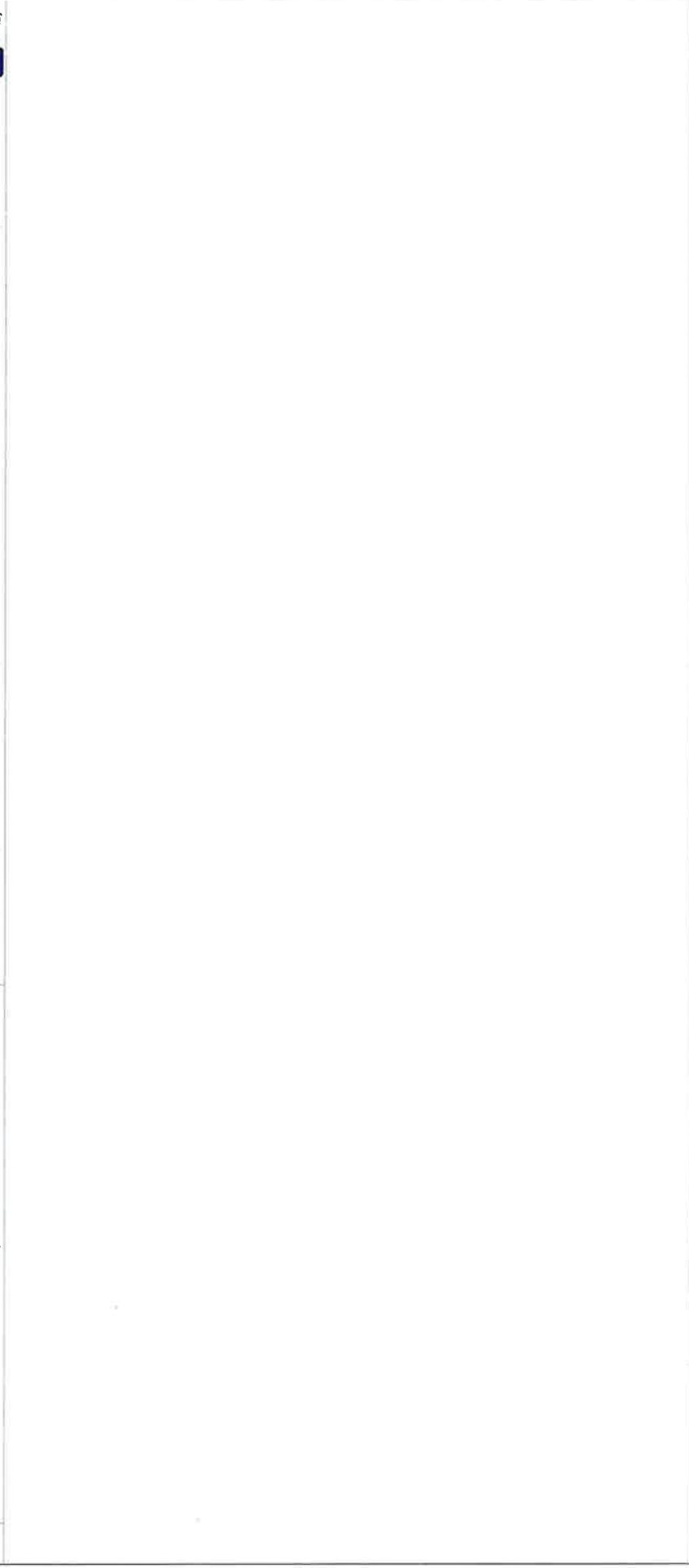
(Surety)

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

Init.

	<b>Building 103 Demolition</b>			
	<b>ITEM</b>			
	<b>DESCRIPTION</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total</b>
	Mobilization/General Conditions	1.0	LS	\$ 25,000.00
	Silt Fence	1.0	LS	\$ 1,950.00
	Labor & Equipment	1.0	LS	\$ 198,120.00
	Contaminated Concrete Disposal	1.0	LS	\$ 484,000.00
	C&D Disposal	1.0	LS	\$ 9,100.00
	#57 Stone Backfill	1.0	LS	\$ 15,750.00
	6" Crush Rock	1.0	LS	\$ 18,950.00
	6" Topsoil	1.0	LS	\$ 16,000.00
	Design + Install Irrigation System	1.0	LS	\$ 12,840.00
	Material Testing Consultant	1.0	LS	\$ 4,950.00
	TCLP Test	1.0	LS	\$ 22,590.00
	<b>BASE BID TOTAL</b>			<b>\$ 809,250.00</b>

ID	Task Name	Duration	Start	Finish	Predecessors	Dec 17 '17	Dec 24 '17	Dec 31 '17	Jan 7 '18	Jan 14 '18	Jan 21 '18	Jan 28 '18	Feb 4 '18	Feb 11 '18	Feb 18 '18	Feb 25 '18	Mar 4 '18	Mar 11 '18	Mar 18 '18	Mar 25 '18	Apr 1 '18
1	BUILDING 103 DEMOLITION	65 days	Mon 1/1/18	Fri 3/30/18																	
2	NTP	0 days	Mon 1/1/18	Mon 1/1/18																	
3	Permitting	10 days	Mon 1/1/18	Fri 1/12/18 2																	
4	Mobilization	3 days	Mon 1/15/18	Wed 1/17/18 3																	
5	Lead Abatement	7 days	Thu 1/16/18	Fri 1/26/18 4																	
6	Demolition	25 days	Mon 1/29/18	Fri 3/2/18 5																	
7	Hauling and Disposal	5 days	Mon 3/5/18	Fri 3/9/18 6																	
8	Earthwork	5 days	Mon 3/12/18	Fri 3/16/18 7																	
9	Design (Irrigation/Landscaping)	55 days	Mon 1/1/18	Fri 3/16/18 2																	
10	Landscaping/Irrigation	7 days	Mon 3/19/18	Tue 3/27/18 8,9																	
11	Close out Documents	3 days	Wed 3/28/18	Fri 3/30/18 10																	
12	Punch out	3 days	Wed 3/28/18	Fri 3/30/18 10																	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 305-591-0090 <b>E-MAIL ADDRESS:</b> certsmiami@mma-fl.com <b>FAX (A/C, No):</b> 212-948-5665	
<b>INSURED</b> Charley Toppino & Sons Inc. Monroe Concrete Products Inc. P.O BOX 787 Key West FL 33041		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Co of America <b>INSURER B:</b> Phoenix Insurance Company <b>INSURER C:</b> Travelers Property Casualty Co of Amer <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>CHARLTOPPI</b>		<b>NAIC #</b> 25666 25623 36161	

**COVERAGES****CERTIFICATE NUMBER:** 383073536**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CO3202M18117	5/19/2017	5/19/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		8103202M1817	5/19/2017	5/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		UP3J65722117	5/19/2017	5/19/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		UB3202M18117	5/19/2017	5/19/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Proof of Insurance only.

**CERTIFICATE HOLDER****CANCELLATION**City of Key West  
1100 White St  
Key West FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**2017 / 2018  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2018**

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 122-16-00002493 08/17/2017 250.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2018**

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 122-16-00002493 08/17/2017 250.00

**2017 / 2018  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2018**

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89800

Owner Name: EDWARD TOPPINO SR  
Mailing Address: P O BOX 787  
KEY WEST, FL 33041

Business Location: 8.5 ROCKLAND KEY  
KEY WEST, FL 33040

Business Phone:  
Business Type: CONTRACTOR (ENG CLASS I CC 749 A)

Employees 10

COMP CARD: CC749A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

**Paid 122-16-00002494 08/17/2017 25.00**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2018

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89800

Owner Name: EDWARD TOPPINO SR  
Mailing Address: P O BOX 787  
KEY WEST, FL 33041

Business Location: 8.5 ROCKLAND KEY  
KEY WEST, FL 33040

Business Phone:  
Business Type: CONTRACTOR (ENG CLASS I CC 749 A)

Employees 10

COMP CARD: CC749A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

**Paid 122-16-00002494 08/17/2017 25.00**



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

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

Comments:

This document must be prominently displayed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)  
PO BOX 787

KEY WEST FL 33041

CITY OF KEY WEST, FLORIDA  
BUSINESS TAX RECEIPT  
DATE: 10/03/17  
LIC NBR: 18-00023997  
ISSUE DATE: 10/03/17  
EXPIRATION DATE: 09/30/18  
TOTAL: \$325.00  
PAID: \$325.00  
BALANCE: \$0.00  
CITY OF KEY WEST, FLORIDA  
TREASURER: JAMES J. HARRIS  
1

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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



LICENSE NUMBER	
RG0045369	

The GENERAL CONTRACTOR  
Named below HAS REGISTERED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2017

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

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



ISSUED: 08/10/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1508100001321





# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License Certificate of Competency

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

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

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

TOPPINO FRANK (ENG)  
P.O. BOX 787

KEY WEST FL 33041

User: KEYW002 Type: IC Permit  
Date: 10/03/17 \$1 Receipt no: 12  
2018 30289  
OF LIC ADDITIONAL RENEWA  
1.00 \$15.00  
Trans number: 0110163 \$30.00  
CK CHECK 71636  
Trans date: 10/03/17 Time: 14:35:26



# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License Certificate of Competency

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

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

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

TOPPINO, FRANK  
PO BOX 787

KEY WEST FL 33040

Oper: KEYWAY  
Date: 10/03/17 FL  
Type: OF  
Receipt No: 251  
2019 30288  
CP LIC OCCUPATIONAL RENEWAL  
Trans Number: \$15.00  
OK CHL: 0.00  
Trade Date: 10/02/17 Time: 14:22:23

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

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

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

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

UPPER KEY WEST  
DATE: 10/03/17  
OF  
LIC: 18-00023996  
FEE: \$325.00  
PEN: \$0.00  
TOTAL: \$325.00  
TIME: 10:00 AM  
DATE: 10/03/17  
TIME: 10:00 AM

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

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

Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

CHARLEY TOPPINO & SONS (EDWARD

EDWARD TOPPINO

P.O. BOX 787

KEY WEST FL 33041

Printed: 10/03/17  
Date: 10/03/17  
Type: OF Business Tax  
Receipt  
OK  
LIC REGISTRATION NUMBER  
1.00  
Transmittal  
CA 01111  
Trans Date: 10/03/17  
Time: 14:50:05



## THE CITY OF KEY WEST

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

### ***Truman Waterfront Building 103 Demolition ITB 18-008***

#### **Pre-Bid Meeting Agenda**

November 15, 2017

**1. Introductions:**

- a. *Attendee Introductions*

**2. Request for Proposal critical milestones:**

- a. *Deadline for Inquiries:* November 23, 2017
- b. *Final Addenda Issued:* November 27, 2017
- c. *Bids Due By:* 3:00 p.m., November 29, 2017

**3. Project Scope and Description:**

- a. *Location of Project Site:*
  - i. 103 Quay Road
- b. *Bidder/Contractors Requirements:*
  - i. Review Summary of Work
  - ii. Summary of Work 1.a.: Option not to remove LBP but to dispose of all material as hazardous. So indicate on revised Proposal Form.
  - iii. Continuous Dust Control – TAMPOA and Coast Guard Cutter Ingham (as discussed in meeting)
  - iv. Removal and disposal of stored materials
- c. *Hours of Operation:*
  - i. Noise Ordinance, Monday through Friday 8 a.m.–7 p.m., Saturday 9 a.m.–4 p.m.

**4. Instruction to Bidders / Proposal**

- a. *Type and Preparation of Proposals:*
  - i. The cost for the work is to be submitted on a Lump Sum basis.
  - ii. Bidder shall complete and submit required forms
  - iii. Revised Proposal Form with corrected contract duration and demolition method included in Addendum No. 2.
- b. *Submission of Bids:*
  - i. ALL Bids shall be made on the Bid form provided and contain (1) Original bid package & (2) Flash Drives containing a single PDF file of the entire bid package.

**5. Insurance and Bonds**

- a. *Performance and Payment Bonds*
  - i. The successful Bidder shall file with the City, at the time of delivery of the signed Contract, a Performance and Payment Bond found on the form provided in the ITB documents and CKW Business License Tax Receipt.

**6. Time of Completion**

- a. *Target City Commission award January 3, 2018 with work complete March 30, 2018.*



**Bid Opening: November 29, 2017**

[illegible]



5363-Stuart-17

October 25, 2017

James W. Bouquet P.E.  
Director of Engineering  
City of Key West  
1300 White Street  
Key West, FL 33040

*Transmitted via electronic mail to James Bouquet at [jbouquet@cityofkeywest-fl.gov](mailto:jbouquet@cityofkeywest-fl.gov) on October 25, 2017.*

Reference: P.O. 084901

Subject: Truman Annex Building 103 Asbestos and Lead Based Paint Surveys

Dear Mr. Bouquet:

Per P.O. 084901 under the General Environmental Engineering Services Agreement between the City of Key West and Tetra Tech Inc., we are submitting an Asbestos and Lead Base Paint Assessment for the Truman Annex Building 103 at 35 East Quay Road.

Tetra Tech conducted a lead based paint assessment and subcontracted Jupiter Environmental Laboratories, Inc. to analyze lead paint samples. A total of 15 samples were collected. A total of 7 out of 15 samples detected concentrations for lead that exceeded the criteria set by the EPA or HUD. The EPA and HUD rules exempt renovations when the paint to be disturbed has been determined to be below the EPA-HUD standard for lead-based paint of 1 mg/cm<sup>2</sup> or 5000mg/g (0.5%) of lead, or 5,000 ppm.

(See <http://www.epa.gov/oppt/chemtest/pubs/petitions.html#petition5> for links to the petition and EPA's response.)

Results are displayed in Table 1 and the laboratory analytical report is attached.

Tetra Tech subcontracted Florida Air Quality Solutions (FAQS) to conduct an asbestos assessment. A total of 27 samples were collected. Samples were collected from 9"x 9" floor tile with mastic, black base with adhesive, stucco, modified roof, and the parapit/flashing. None of the samples detected asbestos. Results are located in the FAQS survey report attached.

**Tetra Tech, Inc.**

759 South Federal Highway, Suite 314, Stuart, FL 34994  
Tel 772.781.3400 Fax 772.781.3411 [www.tetrattech.com](http://www.tetrattech.com)

**Table 1**

Sample	Concentration	Criteria
KW-103-1	350 mg/kg	5000 mg/kg (ppm)
KW-103-2	350 mg/kg	5000 mg/kg (ppm)
KW-103-3	240 mg/kg	5000 mg/kg (ppm)
KW-103-4	9300 mg/kg	5000 mg/kg (ppm)
KW-103-5	4100 mg/kg	5000 mg/kg (ppm)
KW-103-6	23000 mg/kg	5000 mg/kg (ppm)
KW-103-7	76000 mg/kg	5000 mg/kg (ppm)
KW-103-8	26000 mg/kg	5000 mg/kg (ppm)
KW-103-9	120000 mg/kg	5000 mg/kg (ppm)
KW-103-10	1000 mg/kg	5000 mg/kg (ppm)
KW-103-11	2000 mg/kg	5000 mg/kg (ppm)
KW-103-12	4000 mg/kg	5000 mg/kg (ppm)
KW-103-13	13000 mg/kg	5000 mg/kg (ppm)
KW-103-14	7000 mg/kg	5000 mg/kg (ppm)
KW-103-15	2200 mg/kg	5000 mg/kg (ppm)

Note: Shaded lines are samples that exceeded criteria.

**Recommendations**

Before demolition of Building 103 occurs, an EPA/FL certified lead-based paint abatement company will need to remove all lead-based paint from the interior and exterior of the building; analyze for TCLP concentrations; and dispose of the paint and any abatement materials as hazardous or non-hazardous waste. The determination of hazardous or non-hazardous will be dependent upon the TCLP concentrations.

If you have any questions or require any additional information, please contact me at 706.831.7259.

Sincerely,

*Shauna Stotler*

Project Manager

cc: Brian Proctor, Tetra Tech, Inc.





# LBP Photolog

Site Photographs  
October 12, 2017





Photo 1 – sample 1



Photo 2 – sample 2





Photo 3 – sample 3



Photo 4 – sample 4



Photo 5 -- sample 5



Photo 6 -- sample 6



Photo 7 – sample 7



Photo 8 – sample 8





Photo 9 – sample 9



Photo 10 – sample 10



Photo 11 – sample 11



Photo 12 – sample 12





Photo 13 – sample 14



Photo 14 – sample 15