BIDDER'S CHECKLIST

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

1.	All Contract Documents thoroughly read and understood.	
2.	All blank spaces in Proposal filled in, using black ink.	[1
3,,	Total and unit prices added correctly and attached Schedule of Values	(1)
4.	Addenda acknowledged.	[/]
5.	Subcontractors are named as indicated in the Proposal.	[1]
6.	Experience record included.	
7.	Proposal 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.	Proof of current FDOT applicable Work Classes Qualifications.	$[\Lambda]$
11.	Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.	[1
12.	BID submitted intact with the volume entitled "Bidding Requirements" in the format of one (1) original bid package and two (2) USB flash drives as stated in the Invitation to Bid.	
13,	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	[/]

PART 1 BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #19-020, 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 **3:00 pm on JULY 10, 2019** 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 (2) two USB flash drives with one single PDF file of the entire bid package on each USB flash drive. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR BUS APRONS – LOWER KEYS TS1102" addressed and delivered to the City Clerk at the address noted above.

The project consists of constructing five (5) Asphalt Surface Bus Aprons with related grading, markings, and signage from Saddlebunch Key to Big Pine Key, with bid alternates for four (4) more.

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

A pre-bid meeting will be held in the Commissioners' Conference Room 219 at 1300 White Street, Key West, Florida on Wednesday, JUNE 5, 2019 at 11:00 a.m.

The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and County. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds all licenses and certificates required by State Statute and local codes.

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 MUST ALSO BE FDOT PREQUALIFIED IN ADEQUATE WORK CLASSES TO PEFORM THE WORK AND SUBMIT A CURRENT FDOT QUALIFICATION LETTER WITH THE BID.

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 CITY 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 CITY to evaluate the Bidder's qualifications.

For information concerning the proposed work please contact Ian McDowell, Assistant Engineer, Engineering Services Department for the City of Key West by email at cimcdowell@cityofkeywest-fl.gov. Verbal communications, per the City of Key West Cone of Silence Ordinance Section 2-773 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 Municipalities 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 Bid in question. The City may reject bids for any of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

* * * * *

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 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

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of Ian McDowell, Assistant Engineer, by email at cimcdowell@cityofkeywest-fl.gov, in writing (at least 10 working 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 become available to all holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders 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.

Additionally, Contractors are required to hold appropriate FDOT Work Class Qualifications applicable to the types of work performed in this Contract and Contractor shall provide current FDOT Qualifications letter with bid submittal.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the sites and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the 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, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. <u>LUMP SUM</u>

The Proposal for the work is to be submitted on a Lump Sum basis for all five Base Bid bus aprons. Proposers shall also provide a Lump Sum price for each of the four Bid Alternate bus locations. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal. The Award will be made on the basis of the Lump Sum proposal for the Base Bid aprons, plus any Bid Alternate aprons selected by the City. It is the intention of the City to maximize the use of available grant funds. Owner has the right to accept or reject any, all, or no bid Alternate items. The total of Base Bid plus the sum of owner selected Bid Alternates will be the basis of evaluating low bidder and basis of award.

6. PREPARATION OF BIDS

A. <u>GENERAL</u>

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be 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 CITY that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

The most stringent contract provisions or stipulations shall apply wherever conflicts exist between local, state, and federal agency contracting requirements.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If 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 City prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder shall submit with bid an experience record showing expertise in State and County Highway construction and related work. Such experience record shall provide at least five current or recent projects of similar work, within the State of 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 with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. <u>ATTACHMENTS</u>

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

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
Domestic Partnership Affidavit
Cone of Silence Affidavit

DBE Affirmative Action Program Plan Certification Regarding Debarment Disclosure of Lobbying Activities Prohibited Interests Notice Bidder's Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, submit one (1) ORIGINAL bid package and two (2) USB flash drives containing a single PDF file of the entire bid package on each USB flash drive.

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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 BID. 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

Within sixty (60) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, 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 one hundred five (105) days after the opening of Proposals.

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

13. BASIS OF AWARD

The Award will be made by the Owner on the basis of the Lump Sum proposal for the Base Bid aprons, plus any Bid Alternate aprons selected by the City, from the lowest, responsive, responsible Bidder which, in the Owner's sole and absolute judgment will best serve the interest of the Owner. The intent of the Owner is to maximize the use of available grant funds.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate, bonds, and evidence of holding required licenses as required in the Contract Documents. Within 10 working days after receiving the signed Contract from the successful Bidder, the City'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.

B. 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. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with his own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the contractor from the Engineer.

Each Bidder must furnish with his Proposal a list of the items that he will perform with his own forces and the estimated total cost of these items.

18. <u>TIME OF COMPLETION</u>

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions

stated in the General Conditions.

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 this Proposal.

The term of this contract will be 270 days.

* * * * * *

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

INVITATION TO BID

To:	The City of Key West

Address: 1300 White Street, Key West, Florida 33040

Project Title: Bus Aprons – Lower Keys

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

Company Name: CHARLEY TOPPINO & SONS, INC

Contact Name: ANDREW TOPPINO 305-296-5606

Email & Telephone #: 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 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.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to Proceed and to complete the project, in all respects within 270 calendar days after the date of the Notice to Proceed.

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 \$1,000.00 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

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.

Item Lump Sum price shall include all Mobilization and Demobilization, Maintenance of Traffic, Earthwork, Rock Base, Asphalt, Striping and Lettering, Signage, Sodding, and, where noted, concrete shelter slab, for a complete Bus Apron installation at each location.

	SE BID Saddlebunch Key – Opposite Baby's Coffee (Shelter)	SB # 28	\$_	\$104,000.00	LS
2.	Ramrod Key – Opposite Looe Key Tiki Bar (Shelter)	SB # 18	\$	\$98,900.00	LS
3.	Big Pine Key - NAPA (Shelter)	NB # 30	\$	\$98,400.00	LS
4.	Big Pine Key - Industrial Rd. (Shelter)	NB # 31	\$	\$89,192.00	LS
5.	Big Pine Key – CVS (Shelter)	SB # 14	\$	\$94,729.00	LS
	Base Bid Items 1 through 5		\$_	\$485,221.00	LS
Fou	r Hundred Eighty-Five Thousand Two Hundred Twer	nty-One	Dolla	ars and Zero	Cents
	(amount written in words)				
BID 6.	ALTERNATES Saddlebunch Key - Baby's Coffee (Shelter)	NB # 16	\$	\$89,748.00	LS
7.	Cudjoe Key – Trailer Park / Coco's Cantina	SB # 23	\$	\$110,000.00	LS
8.	Cudjoe Key – Opposite Coco's Cantina	NB # 21	\$	\$109,230.00	LS
Tota	al Bid (Base Bid plus Any Bid Alternates)	\$	\$7	94,199.00 LS	
Seven Hundred Ninety-Four Thousand One Hundred Ninety-Nine Dollars and Zero Cent					
Seve	en Hundred Ninety-Four Thousand One Hundred Nir	nety-Nine 1	Doll	ars and Zero	Cents

The Award will be made by the Owner on the basis of the Lump Sum proposal for the Base Bid aprons, plus any Bid Alternate aprons selected by the City, from the lowest, responsive, responsible Bidder which, in the Owner's sole and absolute judgment will best serve the interest of the Owner. The intent of the Owner is to maximize the use of available grant funds.

The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by Base Bid Item Number (Bus Apron Location) and associated Technical Specification Section Numbers within each Bus Apron Location. The Bidder may be considered non-responsive, if a Schedule of Values is not included in Bid package.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed

in the above Proposal will be provide	ed at the supplier	's invoice plus 10 9	/o.	
List items to be performed by CON (Use additional sheets if necessary.)	TRACTOR's ow	n forces and the es	timated total cost of t	hese items
Maintenance of Traffic \$14,000	0.00 Bi	ke Rack Installatio	ons \$20,000	n
Erosion Control \$10,000.00				
Clearing \$50,000.00				0
Earthwork \$75,000.00				Я
Grading \$55,000.00				
Concrete Flatwork \$185,000.00				
SUBCONTRACTORS				
The Bidder further proposes that the subcontracts for the following portion				
General Asphalt Company				
Name				
4850 NW 72nd Ave	Miami	, FL	33166	
Street	City	State	Zip	

SUBCONTRACTORS (Cont'd)

1 Gardens , FL State	22	
	22	
	,33	016
State	Zip	
ine Key , FL	, 33	043
State	Zip	
State	Zip	
COMPANY OF AM	MERICA	whose address is
HARTFORD ,	СТ	0(102
		_06183
City	State	Zip
	<u> </u>	
	<u> </u>	
City	<u> </u>	
City	<u> </u>	Zip
	State State COMPANY OF AM	State Zip State Zip

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:

RANK P TOPPINO, PRESIDENT	EDWARD TOPPINO, SECRETARY
CHARD TOPPINO, ASST TREASURER	DANIEL TOPPINO, ASST SECRETARY
OHN TOPPINO, DIRECTOR	
If Sole Propriet	tor or Partnership
WITNESS hereto the undersigned has set his (i	its) hand this day of 2019.
Signature of Bidder	
Title	
<u>If Cor</u>	rporation_
WITNESS WHEREOF the undersigned corpo seal affixed by its duly authorized officers this	oration has caused this instrument to be executed and day of 2019.
EAL)	
narley Toppino & Sons, Income of Corporation	
	ву Д
	Title V
If Cor WITNESS WHEREOF the undersigned corpo seal affixed by its duly authorized officers this EAL) earley Toppino & Sons, Inc me of Corporation	bration has caused this instrument to be executed and an arrangement of the executed and arrangement of the executed arrangement of the execut

		City of Key West: Bus Apron Pr	oject		
		Schedule of Values			
	Item Number	Location	Unit	Quantity	Total
Base Bid	SB#28	Saddlebunch Key - Opposite Babys Coffee	LS	1	\$ 104,000.00
Base Bid	SB#18	Ramrod Key - Opposite Babys Corree	LS	1	\$ 98,900.00
Base Bid	NB#30	Big Pine Key - Napa	LS	1	\$ 98,400.00
Base Bid	NB#31	Big Pine Key - Industrial Road	LS	1	\$ 89,192.00
Base Bid	SB#14	Big Pine Key - CVS	LS	1	\$ 94,729.00
	Base Bid Total				\$ 485,221.00
Alternate	NB#16	Saddlebunch Key - Babys Coffee	LS	1	\$ 89,748.00
Alternate	SB#23	Cudjoe Key - Trailer Park/Cocos Cantina	LS	1	\$ 110,000.00
Alternate	NB#21	Cudjoe Key - Opposite Cocos Cantina	LS	1	\$ 109,230.00
	Base Bid + Alternates				\$ 794,199.00

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 SIMILAR PROJECT LIST

FLORIDA BID BOND

BOND NO. Not Applicable AMOUNT: \$5% of Bid Proposal Submitted KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc. US Highway 1, Mm 8.5, Rockland Key, Key West, FL 33040 hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America Connecticut a corporation duly organized under the laws of the State of ____ 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, 1300 White Street, Key West, FL 33040 hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of_ DOLLARS (\$ -----5% -----) Five Percent of Bid Proposal Submitted 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 Cemetery Mausoleums, 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 #19-020 Bus Aprons - Lower Keys TS1102

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 this25th	day of	June, 2019.	
PRINCIPAL		Charley Toppino & Sons, Inc. By Travelers Casualty and Surety Company	of Amorica
		SURETY SURETY	Of America
		By Attorney-In-Fact William L. Parker, Attorney in Fact & FL Resid	ent Agent
STATE OFFlorida)		
COUNTY OF Monroe	: SS		



POWER OF ATTORNEY

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

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

Attorney-In Fact No.

230629

Certificate No. 007305155

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

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

of the City of	Miami		State of	of Flori	da	t)	eir true and lawf	ul Attorney(s)-in-Fact,
each in their sepa other writings ob	rate capacity if a		ed above, to sign, alf of the Compar	execute, seal and a	cknowledge any a	and all bonds, reco	gnizances, conditi ersons, guaranteei	ional undertakings and ing the performance of
IN WITNESS W	HEREOF, the	Companies have caus, 2017	sed this instrumen	it to be signed and t	heir corporate sea	als to be hereto aff	ixed, this	25th
		Farmington Casus Fidelity and Guar Fidelity and Guar St. Paul Fire and St. Paul Guardian	anty Insurance (anty Insurance (Marine Insuranc	Underwriters, Inc. e Company	Tra Tra	Paul Mercury Ins velers Casualty a velers Casualty a ted States Fidelity	nd Surety Compa nd Surety Compa	any any of America
0.8UA 0.00000000000000000000000000000000000	1977) 1977)	PINCOPPORATED BY	THE COLUMN TO THE PARTY OF THE	SEALS	SEAL S	HARTFORD CONN	S (HARTFORD) S (COM.)	HICOTOCHER P
State of Connecti City of Hartford					Ву:	Robert L. Rane	y, Senior Vice President	lent
be the Senior Vice Fire and Marine I Casualty and Sur	e President of Fa Insurance Comp ety Company of	armington Casualty C any, St. Paul Guardia	n Insurance Comp I States Fidelity a	and Guaranty Insur pany, St. Paul Merc nd Guaranty Comp	ance Company, F ury Insurance Co any, and that he,	idelity and Guarar mpany, Travelers (as such, being aut	ity Insurance Und Casualty and Sure	knowledged himself to erwriters, Inc., St. Paul ty Company, Travelers executed the foregoing
	•	set my hand and office day of June, 2021.	cial seal.	OTARY E		Man	in C. Z	itheault Datary Public

58440-5-16 Printed in U.S.A.

ANTI - KICKBACK AFFIDAVIT

STATE OF FL)
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
My Commission Expires: MICHAEL LABRADA State of Florida-Notary Public Commission # GG 116317 My Commission Expires June 19, 2021

* * * * * *

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.

19-A20

1.	This sworn statement is submitted with Bid or Proposal for
	Bus Aprons - Lower Keys
2.	This sworn statement is submitted by <u>Charley Toppino & Sons, Inc</u> (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(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), <u>Florida Statutes</u> , means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or

political subdivision of any other state or of the United States and involving antitrust, fraud,

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

theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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, who, after first being sworn by me, affixed his/her (name of individual signing) signature in the space provided above on this q day of _ My commission expires: MICHAEL LABRADA State of Florida-Notary Public Commission # GG_116317

My Commission Expires June 19, 2021

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	-
	Print Name	ar ar
	Title	ŧ
	7/a/m Date	-

Sec. 2-799. - Requirements for city contractors to provide equal benefits for domestic partners.

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
 - (1) Benefits means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
 - (2) Bid shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
 - (3) Cash equivalent means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalent of the following benefits applies:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
- c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) Contract means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction-related services or any combination of the foregoing.
- (5) Contractor means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five or more full-time employees.
- (6) Covered contract means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over \$20,000.00.
- (7) Domestic partner shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not

register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to chapter 38, article V, of the Key West Code of Ordinances.

(8) Equal benefits means the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include, but not be limited to, providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
 - (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach.
 - (5) Failure to comply with this section may also subject the contractor to the procedures set forth in division 5 [sic] of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers. The provisions of this section shall not apply where:
 - (1) The contractor does not provide benefits to employees' spouses.
 - (2) The contractor is a religious organization, association, society or any nonprofit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
 - (3) The contractor is a governmental entity.
 - (4) The sale or lease of city property.
 - (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to F.S. § 287.055 known as the "Consultants' Competitive Negotiation Act").
 - (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefit or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
 - (7) The city commission waives compliance of this section in the best interest of the city, including, but not limited to, the following circumstances:

- a. The covered contract is necessary to respond to an emergency.
- b. Where only one bid response is received.
- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a nonresponsibility finding, issue a nonresponsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) *Timing of application*. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

(Ord. No. 12-05, § 1, 2-22-2012)

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

EQUILIBRIUM ON DOMESTIC TIME THE TELEVISION
STATE OF <u>FL</u>) SS
COUNTY OF MONROE)
I, the undersigned hereby duly sworn, depose and say that the firm of <u>Charley Toppino & Sons, Inc</u> provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.
By:
Sworn and subscribed before me this
day of July , 2019. Multil Labrida NOTARY PUBLIC, State of FL at Large
My Commission Expires: MICHAEL LABRADA State of Florida-Notary Public Commission # GG 116317 My Commission Expires June 19, 2021

Sec. 2-773. - Cone of Silence.

- (a) *Definitions*. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
 - (1) Competitive solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) Cone of silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) Evaluation or selection committee means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) Vendor's representative means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications*. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
 - (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

- (c) Permitted communications. Notwithstanding the foregoing, nothing contained herein shall prohibit:
 - (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
 - (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publically noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure.

- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

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

(Ord. No. 13-11, § 1, 6-18-2013)

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).
(Signature) July 9, 2019 (Date)
Sworn and subscribed before me this
NOTARY PUBLIC, State of FL at Large MICHAEL LABRADA State of Florida-Notary Public Commission # GG 116317 My Commission Expires June 19, 2021
My Commission Expires:

DBE SPECIAL PROVISIONS DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

(REV 6-6-02) (FA 7-17-02) (1-03)

Disadvantaged Business Enterprise Program.

General: Prior to award of the Contract, have an approved DBE Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan and commitment to carry out the Plan shall be incorporated into and become a part of the awarded Contract. Failure to keep these commitments will be deemed noncompliance with these Specifications and a breach of the Contract. Take all necessary and reasonable steps to ensure that FDOT Certified Disadvantaged Business Enterprises, as defined in 49 CFR Part 26 and DOT Rule Chapter 14-78, have the opportunity to participate in, compete for and perform subcontracts. Do not discriminate on the basis of age, race, color, religion, national origin, sex or disability in the award and performance of DOT assisted Contracts.

Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

- (a) A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The policy making body shall issue a policy statement signed by the chairperson, which expresses its commitment to utilize DBEs, outlines the various levels of responsibility, and states the objectives of the program. Circulate the policy statement throughout the Contractor's organization.
- (b) The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

Use techniques to facilitate DBE participation in contracting activities, which include, but are not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.
- 2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
- 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
 - 4. Encouraging eligible DBEs to apply for certification with the Department.
- 5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

DBE Records and Reports: Submit the Anticipated DBE Participation Statement at or before the Pre-Construction Conference. Report monthly, through the Equal Opportunity Reporting System on the Department's Website, actual payments, retainage, minority status, and work type

of all subcontractors and major suppliers. The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts, which include the following:

- (a.) The procedures adopted to comply with these Specifications;
- (b.) The number of subordinated Contracts on Department projects awarded to DBEs;
- (c.) The dollar value of the Contracts awarded to DBEs,
- (d.) The percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
- (e.) A description of the general categories of Contracts awarded to DBEs; and
- (f.) The specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

All such records are required to be maintained for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION

49 CFR Part 29 - Appendix B CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions For Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled `Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official	Typed Name and Title
Charley Toppino & Sons, Inc Applicant/Organization	Date Signed

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal	Action: 3. Report Type:		
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 4. Name and Address of Reporting Entity: \(\time \) Subawardee Tier	A a. bid/off b. initial c. post-av	ward	a. initial filing b. material change For Material Change Only: year quarter date of last report y in No. 4 is Subawardee, Enter Name rime: N/A	
Charley Toppino & Sons, Inc PO Box 787, Key West, FL 33041				
Congressional District, if known:		Congressional District, if known: 7. Federal Program Name/Description:		
6. Federal Department/Agency:		7. Federal Program	Name/Description:	
N/A		N/A CFDA Number, if applicable:		
8. Federal Action Number, if known: N/A		9. Award Amount, if	known:	
N	'A	\$ b. Individuals Performing Services (including address if		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): N/A		different from No. 1- (last name, first nam	0a)	
(attaci	Continuation Sheet(s)	SF-LLLA, if necessary)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Print Name: Print Name: Title: Telephone No.: 30538(65606 Date: 7/9/19)		
Federal Use Only:			Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)	

Form DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SELF-DISCLOSURE OF LOBBYING ACTIVITIES

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

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

- application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

Form DEP 55-221 (01/01)

PROHIBITED INTERESTS FORM AND NOTICE

I, John James (Printed Name)	(Title), certify that neither	
Charley Toppino & Sons, Inc	PO Box 787, Key West, FL 33041	
(Company Name)	(Company Address)	_

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, the City of Key West with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its <u>contractors</u> to insert in each of their <u>subcontracts</u>, the following provision:

"No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

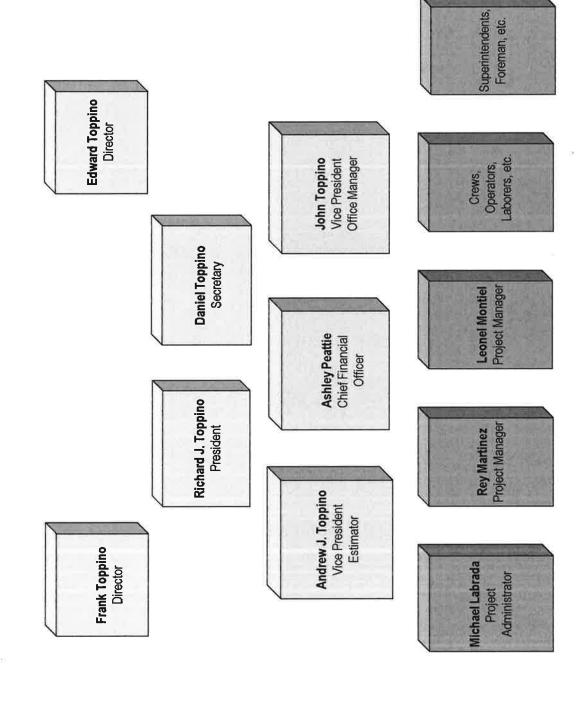
The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

Signature

VETERANS PREFERENCE/EMPLOYMENT

Basic Requirement: Chapter IV, 2.c. (1)(c) C4220.1F of FTA C 4220.1F Recipients and sub-recipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

Charley Toppino and Sons, Inc. P.O. Box 787 Key West, FL 33040 Organizational Chart





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/4/2019

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).

una ceruncate does not comer n	gitts to the certificate holder in hea of s	don endorsement(s).		
PRODUCER		CONTACT NAME:		
Marsh & McLennan Agency LLC		PHONE (A/C, No, Ext): 305-591-0090	FAX (A/C, No): 212-	948-5665
9850 N.W. 41st Street Suite 100		E-MAIL ADDRESS: certsmiami@mma-fl.com		
Miami FL 33178		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: Travelers Indemnity Co of America		25666
INSURED	CHARLTOPPI	INSURER B : Phoenix Insurance Company		25623
Charley Toppino & Sons Inc. Monroe Concrete Products Inc.		INSURER C: Travelers Property Casualty Co of Amer		36161
P.O BOX 787 Key West FL 33041		INSURER D: Travelers Indemnity Company		25658
		INSURER E :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER: 837751150	REVISIO	N NUMBER:	

,	A LIZ	AULU ULIV	11111	J/\ L	- 110111DE11.00/101100			TE VIOLOTT HOMBETT	
		TO CERTIFY THAT THE POLICIES							
		TED. NOTWITHSTANDING ANY RE							
		FICATE MAY BE ISSUED OR MAY I							O ALL THE TERMS,
E)	KCLU	SIONS AND CONDITIONS OF SUCH	POLIC	CIES,	LIMITS SHOWN MAY HAVE BEEN F	REDUCED BY	PAID CLAIMS.		
ISR TR		TYPE OF INSURANCE		SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI"	rs
Α	Х	COMMERCIAL GENERAL LIABILITY			DTCO3202M181TIA19	5/19/2019	5/19/2020	EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 5,000

\$2,000,000 PERSONAL & ADV INJURY GENERAL AGGREGATE \$4,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT \$1,000,000 AUTOMOBILE LIABILITY 5/19/2019 5/19/2020 D 8100N42844819 (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ X OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE HIRED \$ Χ AUTOS ONLY AUTOS ONLY (Per accident) \$ UMBRELLA LIAB 5/19/2019 5/19/2020 C X Χ CUP3J65722119 OCCUR EACH OCCURRENCE \$10,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$10,000,000 DED X RETENTION \$ 10,000 WORKERS COMPENSATION UB4K52636619 5/19/2019 5/19/2020 PER STATUTE AND EMPLOYERS' LIABILITY \$1,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Aggregate applies per Project if required by written contract.

Proof of Insurance only.

If yes, describe under DESCRIPTION OF OPERATIONS below

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Proof of Insurance	AUTHORIZED REPRESENTATIVE
	An Syl

E.L. DISEASE - POLICY LIMIT

\$1,000,000

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: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DON HUBBS Company:FKAA Telephone: 305-296-3965	7/18/2017	UNDERGROUND UTILITIES	COMPLE	\$527,921,34
NAS BOCA CHICA MAIN EXTENSION	Name: FKAA 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	ACTIVE	\$1,847,000,00
FKAA KEY HAVEN UTILITY IMPROVEMENTS	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	7/15/2016	UNDERGROUND UTILTIES, LIFT STATIONS	COMP	\$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, UTILTIES	ACTIVE	\$4,578,670.40
PUMP STATION "F"	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JOHN PAUL CASTRO Company: CKW ENGINEERING Telephone: 305-809-3965	1/26/2015	PUMP STATION IMPROVEMENTS	COMP	\$1,670,744.25
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 INSTALLTION, PAVEMENT	COMPLE TE	\$4,097,278.47
VFD PUMP STATIONS A, B ,C , D, DA	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone:305-809-3965	Name: JOHN PAUL CASTRO Company: CKW ENGINEERING Telephone: 305-809-3965	11/13/2015	PUMP STATION IMPROVEMENTS	COMPL	\$4,022,894.40

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
CITY OF KEY WEST RIGHT OF WAY IMPROVEMENTS 2017	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone: 305-809-3965	Name: JANET MUCCINO Company: CKW ENGINEERING Telephone: 305-809-3965	4/11/2017	FLATWORK, MILLING AND PAVING, STRIPING	ACTIVE	\$2,500,000.00
ST MARY'S ACTIVITY CENTER	Name: ARCHDIOCESE OF MIAMI Address: 9401 BISCAYNE BLVD, MIAMICompany: VILLA AND ASSOCIATES Telephone: 305-762-1032 Telephone: 305-661-8181	Name: CARLOS HUEMBES ICompany: VILLA AND ASSOCIATES Telephone: 305-661-8181	5/8/2017	UTILITIES, BUILDING CONSTRUCTION	COMPL ETE	\$1,574,143.14
FDOT E-6J96 MARATHON	Name: GENERAL ASPHALT Address: 4950 NW 172 AVE, MIAMI, FL Telephone: 305-592-3480	Name:ORACIO RICCOBONO Company: GEOSOL, INC * Telephone: 305-828-4367	3/3/2017	CLEARING, DRAINAGE, SUBBASE INSTALLATION	COMP	\$1,010,539.55
SONIC SITEWORK	Name:STANSELL PROPERTIES Address: 11607 Prospefet Rd, Odessa, FL Telephone:727-372-0781	Name: VICTORIA BRISSON Company: DAVID DOUGLAS ASSOCIATES Telephone: 239-337-3330	1/17/17 ATES	CLEARING, EXCAVATION, EARTHWORK	COMP	\$515,000,00
ABC CONSTRUCTION: KWIA COMMERCIAL APRON	Name: ABC CONSTRUCTION Address: 7215 NW 7 ST, MIAMI, FL Telephone: 305-663-0322	Name: CHARLES WALLER Company: JACOBS ENGINEERING Telephone: 904-636-5432	12/16/2016	PAVEMENT REMOVAL, EXCAVATION, ASPHALT MILLINGS	COMPL ETE	\$995,220.00
MONROE COUNTY KWIA 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	ACTIVE	\$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	ACTIVE	\$3,775,000.00

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: ROCKI:ORD CONSTRUCTION 601 FIRST ST NW, GRAND RAPIDS, M Telephone: 616-285-6933	Name: PEREZ ENGINEERING M. 1010 KENNEDY DR, KEY WEST, FL Telephone: 305-293-9440	SEPT 28, 2016	SITEWORK, EARTHWORK, UTILITIES	COMP	\$945,722.00
FKAA KEY HAVEN FM EXTENSION	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L, MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	11/22/2018	UNDERGROUND UTIL TIES, LIFT STATIONS	ACTIVE	\$2,762,000.00
TRUMAN WATERFRONT PARK	Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone:305-809-3965	Name: KIRK OLNEY BERMELLO AJAMIL & PARTNERS Telephone: 305-859-2050	9/30/2015	SITE DEVELOPMENT, UTILTIES, CONCRETE	COMP LETE	\$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	COMPLE	\$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	CLOSE.	\$762,854,75
QUARRY HOUSING DEVELOPMENT	Name: QUARRY PARTNERS LLC 3030 HARTLEY RD, Address: JACKSONVILLE, FL 32257 Telephone: 904288-7778	Name: RODOLFO MARTIN Company: PQH GROUP DESIGN, INC Telephone: 904-224-0001	6/7/2018	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK,	ACTIVE	\$3,863,588.00
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	ACTIVE	\$9,503,818.15

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787

KEY WEST, FL 33041 305 296-5606

PROFESSIONAL REFERENCES:

FKAA: KURT ZELCH: 305 296-2454

CITY OF KEY WEST: JIM SCHOLL 305 809-3888

DL PORTER: GARY LOER (941) 929-9400

FDOT: PATTY IVY 305 289-6106

CREDIT REFERENCES

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

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

PAST PROJECTS

1.) CITY OF KEY WEST P.O. BOX 1409 KEY WEST, FL 33040 305 809-3965

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

PROJECTS:

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 19982000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2011	\$1,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
WHITE ST PIER RIP RAP	\$ 131,054	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 1	\$ 218,890	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 2	\$ 164,181	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES

COLLEGE ROAD ENHANCEMENTS	\$ 283,921.84	BOND YES
ATLANTIC BLVD ENHANCEMENTS	\$ 498,839.13	BOND YES
DONALD AVE CANAL EMBANK	\$ 50,912.00	BOND NO
16 TH ST PAVEMENT STABILIZATION	\$108,000.00	BOND NO
CAROLINE STREET IMPROVEMENTS	\$3,000,000.00	BOND YES
PUMP STATION "F"	\$1,671,000.00	BOND YES
SIMONTON STREET EMER OUTFALL	\$ 893,000.00	BOND YES
ROW IMPROVE: 2015, 2016, 2017	\$2,727,900.00	BOND YES
TRUMAN WATERFRONT PARK	\$14,719,868.05	BOND YES
HAWK MISSILE SITE RESTORATION	\$22,950	BOND YES

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

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

PROJECTS:

PALM AVE ROADWAY WILHELMINA PARK	\$ 931,000 \$ 145,000	BOND YES BOND YES
MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$2,366,000	BOND YES
MARATHON AIRPORT SERVICE ROAD	\$ 688,000	BOND YES
KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 192,000	BOND YES
KW INTN AIRPORT: PARKING LOTS	\$ 531,000	BOND YES
BIG COPPITT PARK	\$ 860, 242	BOND YES
BIG PINE BASIN FILL IN AND DEMO	\$ 904,943	BOND YES
MARATHON AIRPORT APRONS	\$ 376,344	BOND YES
PRADO CIRCLE	\$ 339,000	BOND YES
PALM DR BRIDGE REPAIR	\$ 131,000	BOND NO
KWIA DRAINAGE RECONSTRUCTION	\$ 295,000	BOND YES
KWIA DRAINAGE GAKAP146	\$1,655,480	BOND YES
STOCK ISLAND ROADWAY & DRAINAGE	\$3,953,134	BOND YES
SCENIC HIGHWAY OVERLOOKS	\$787,288.	BOND YES
EAST MARTELLO DRAINAGE	\$466,711	BOND YES
FARALDO CIRCLE IMPROVEMENTS	\$405,190	BOND YES
BIG COPPITT GULF VIEW BOAT RAMP	\$252,000	BOND YES
STOCK ISLAND ROADWAY & DRAINAGE II	\$3,423,967	BOND YES

3.) FLORIDA DEPT OF TRANSPORTATION

605 Suwannee Street Tallahassee, FL 32399-0450 (850) 414-4000

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

TRUMAN AVE PROJECT:

\$10,500,000

BOND YES

BIG COPPITT BIKE PATH:	\$	480,000	BOND	YES
EMERGENCY ROAD REPAIRS, HURR WILMA:	\$	185,000	BOND	NO
HURRICANE GEORGES ROAD REPAIRS:	\$	52,000	BOND	NO
KNIGHTS KEY	\$	373,000	BOND	YES
BIG COPPITT BOAT RAMP & SPANISH HARBOR:	\$	500,000	BOND	NO
BIKE PATH SADDLE BUNCH KEYS	\$	450,000	BOND	YES
BOCA CHICA SEAGRASS MITIGATION	\$ 1	1,352,930	BOND	YES
SUMMERLAND KEY DRAINAGE	\$2	,000,000	BOND	YES

3.) SAUER INC.

11223 PHILLIPS PARKWAY DR EAST JACKSONVILLE, FL 32256-15274 904 262-6444

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

PROJECTS:

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

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

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

PROJECTS:

FKAA CONSTRUCTION YARD BUILDING	\$ 682,000 \$ 377,555	BOND YES BOND YES
PUMP STATION BIG COPPITT WASTE WATER SYSTEM	\$ 377,555 \$11,078,347	BOND YES
DEMO WATER TANKS, BIG COPPITT	\$ 55,000	BOND YES
FLAGLER AVE WATERMAIN	\$ 306,861	BOND YES
REPUMP STATION BIG PINE KEY	\$ 919,020.00	BOND YES
KEY HAVEN UTILITY IMPROVEMENTS	\$ 2,766,744	BOND YES
BOCA CHICA FM EXTENSION	\$ 2,020,468	BOND YES
UNITED AND GRINNELL WATERMAIN	\$527,921	BOND YES
KEY HAVEN FM TRANSMISSION	\$ 2,762,000	BOND YES
SOMBRERO ROAD UPGRADES	\$1,791,793	BOND YES

TRUMBO POINT TANK REPLACEMENT BREEZY PINES IMPROVEMENTS

\$2,186,500 \$1,309,084 BOND YES BOND YES

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

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

PROJECTS:

ROOSEVELT GARDENS HOUSING PROJECT

\$1,256,000

BOND

YES

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

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

PROJECTS:

MERIDIAN WEST APARTMENTS

\$1,700,000

BOND

YES

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

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

PROJECTS:

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3 POINCIANA ELEMENTARY SCHOOL:

\$2,363,000 BOND YES

\$633,000 BOND YES

8. COASTAL CONSTRUCTION

5959 BLUE LAGOON DR STE 200 MIAMI, FL 33126 305 559-4900

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

PROJECTS:

\$2,300,000	BOND	YES
\$2,665,000	BOND	YES
\$ 524,520	BOND	YES
\$ 388,081	BOND	YES
\$1,553,202	BOND	YES
	\$2,665,000 \$ 524,520 \$ 388,081	\$2,300,000 BOND \$2,665,000 BOND \$ 524,520 BOND \$ 388,081 BOND \$1,553,202 BOND

9.) HISTORIC TOURS OF AMERICA 201 FRONT STREET

Key West, Florida 33040

305 296-3609

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

PROJECTS:

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

10.) DEMOYA GROUP

12209 S. DIXIE HWY MIAMI, FL 33156 305 255-5713

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

PROJECTS:

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

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

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

PROJECTS:

HOMELAND SECURITY, KEY WEST	\$ 231,600.00	BOND NO
KEY WEST INTERNATIONAL AIRPORT	\$ 724,000.00	BOND NO
SANTA MARIA HOTEL	\$ 225,000.00	BOND NO
COUCH HARBOR	\$ 210,000.00	BOND NO
ATLANTIC SHORES DEMO & SITEWORK	\$1,011,000.00	BOND NO
TRUMAN HOTEL SITEWORK	\$ 55,000.00	BOND NO
SPINDRIFT HOTEL DEMO & SITEWORK	\$300,000.00	BOND NO
FIRE STATION # 2 CITY OF KEY WEST	\$661,000.00	BOND NO
SPINDRIFT HOTEL	\$150,000.00	BOND NO
HISTORIC SEAPORT COMMONS	\$ 81,000.00	BOND NO
TRUMAN AMPHITHEATER	\$ 183,593	BOND NO
KOSLOSKE RESIDENCE	\$100,000	BOND NO

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

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

PROJECTS:

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

13. BRPH

3275 SUNTREE BLVD MELBOURNE, FL 32940

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

PROJECTS:

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITTNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO
TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO
NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO
SIGSBEE PARK YOUTH CENTER	\$89,600	BOND NO

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

OHIO BAHIA HONDA BRIDGE REPAIR:	\$837,700.00	BOND YES
HERITAGE TRAIL: SUGARLOAF SEGMENT:	\$255,000.00	BOND YES
HERITAGE TRAIL: KEY HAVEN TO BIG COPPITT:	\$2,052,268.00	BOND YES
HERITAGE TRAIL: SPANISH HARBOR	\$4,083,000.00	BOND YES
BAHIA HONDA: LOGGERHEAD BEACH RESTORE	\$1,240,245	BOND YES

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

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

HOLIDAY INN EXPRESS:

\$8,890,227

BOND YES

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

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

PROJECTS:

BOCA CHICA AIRFIELD VEGETATION	\$1,057,126.00	BOND YES
BOCA CHICA ANTENNA PAD MITIGATION	\$ 385,213.00	BOND NO
GEIGER KEY MITIGATION	\$ 432,549.46	BOND NO

NE HYDRO RESTORATION	\$1,206,399.00	BOND YES
BOCA CHICA WEST LAGOONS	\$ 910,420.00	BOND YES
BOCA CHICA PERIMETER ROAD	\$ 315,317.00	BOND YES
ROCKLAND STAGING AREA	\$ 69,899.00	BOND YES
BIG COPPITT SITE 2 EAST	\$ 47,910.00	BOND YES
AREAS: 1,2,3,5,6, 20,21,22,23,24	\$6,800,000.00	BOND YES

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

SCOPE OF WORK:

DEMOLITION, SITEWORK, BUILDING.

512 DUVAL STREET BUILDING

\$1,071,586.28

BOND NO

21. BOTSFORD BUILDERS

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

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

PROJECTS:

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

22. GENERAL ASPHALT

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

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

SUGARLOAF SEGMENT US # 1	\$401,598.22	BOND NO
SHARK KEY WEST US # 1	\$61,320.86	BOND NO
RAMROD LITTLE TORCH US # 1	\$463,939.28	BOND NO
SUGARLOAF TO BIG COPPITT US # 1	\$136,250.46	BOND NO
TRUMAN AVE E6I33	\$125,588.00	BOND NO
S. ROOSEVELT-BIG COPPITT US # 1 T6320	\$1,860,000.00	BOND NO
FDOT E-6J96-MARATHON	\$1,010,539	BOND NO
KWIA RUNWAY	\$2,322,853	BOND NO
FDOT E6K75	\$485,537	BOND NO
FDOT E6K67	\$322,437	BOND NO

23. WHARTON SMITH

3547 SW CORPORATE PARKWAY PALM CITY, FL 34990-8152

SCOPE OF WORK: STORM DRAINAGE, INJECTION WELLS.

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

24. AJAX BUILDING CORPORATION

6050 PORTER WAY SARASOTA, FL 34232 (941) 371-6222

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

FKCC MARINE TECH BUILDING	\$466,000.00	BOND YES
GERALD ADAMS ELEMENTARY	\$4,392,785	BOND YES
STANLEY SWITLIK ELEMENTARY	\$4,065,854	BOND YES
MARATHON HS ATHLETIC COMPLEX	\$4,157,965	BOND YES
TRANSPORTATION FACILITY	\$	

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

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

PROJECTS:

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

27. SCHOOL BOARD, MONROE COUNTY

241 TRUMBO RD KEY WEST, FL 33040 (305) 293-1400

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

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

\$409,000.00 \$179.920

BOND YES BOND YES

BOY SCOUTS OF AMERICA, SOUTH FL COUNCIL

15255 NW 82ND AVE MIAMI LAKES, FL 33016 (305) 364-0020

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

CAMP SAWYER, BOY SCOUT CAMP

\$2,295,049.13

BOND YES

LONGSTOCK II, LLC STOCK ISLAND MARINA VILLAGE, PHASE 1

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

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

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

BOND YES

30. DOUGLAS N. HIGGINS, KEY WEST

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

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

EAST FRONT ST FLOOD MITIGATION, CKW

\$444,000,00

BOND NO

KEY WEST TRANSIT FACILITY

\$ 77,487.00

BOND NO

31. LAYNE HEAVY CIVIL

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

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

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:

OUTER ISLANDS

\$5,400,000.00

BOND NO

BIG PINE KEY BIKE PATH REPAIR

\$ 192.330.00

BOND NO

32. GIANNETTI CONTRACTING OF FL, INC.

2660 NW 15th Court # 108

Pompano Beach, FL 33069-1500 (954) 972-8104

SCOPE OF WORK: TEMP INJECTIONS WELLS

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEMS

OUTER ISLANDS \$391,200.00 BOND NO

33. SOUTHERNMOST CABANA RESORT, LLC

P.O. Box 420236

Summerland Key, FL. 33042

(850) 221 2338

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

WATERMAINS.

SOUTHERNMOST CABANA RESORT \$430,000.00 BOND NO

33. MARATHON OCEAN HOUSING LLC

5604 PGA BOULEVARD

SUITE 109

PALM BEACH GARDENS, FL 33418

(561) 722-9725

SCOPE OF WORK: SITEWORK, SANITARY SEWER (GRAVITY & VAC SYSTEM), STORM

SEWER, FIRE LINES, WATERMAINS, DEMOLITION, ROADWORK, CONCRETE WORK, ASPHALT PAVING, PAVEMENT STRIPING,

LANDSCAPING.

TARPON HARBOR, MARATHON

\$2,223,000

BOND NO

34. SUMMIT CONTRACTING GROUP, INC

1000 RIVERSIDE AVE, STE 800 JACKSONVILLE, FL 32204

SCOPE OF WORK: SITEWORK, WATERMAINS, FIRELINES, SEWER, DRAINAGE, LANDSCAPING, BRIDGE RECONSTRUCTION, ROADWAY CONSTRUCTION

QUARRY PHASE I & II

\$3,863,588

BOND NO

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 AND SONS INC R

Location Addr

2011 FLAGLER AVE

Lic NBR/Class

23997

CONTRACTOR DBPR STATE REGISTERED

Issued Date

10/3/2017

Expiration Date: September 30, 2019

GENERAL CONTRACTOR

Comments:

Restrictions:

CHARLEY TOPPINO AND SONS INC R This document must be prominently displayed.

PO BOX 787

FRANK P. TOPPINO

KEY WEST, FL 33041

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

Location Addr

2011 FLAGLER AVE

Lic NBR/Class

23996

STATE LICENSED PROFESSIONAL

Issued Date

10/3/2017

Expiration Date: September 30, 2019

ATTORNEY, PHYSICIAN OR OTHER STATE LICENSED

PROFESSIONAL

Comments:

ENGINEERING

Restrictions:

CHARLEY TOPPINO & S (FRANK ENG This document must be prominently displayed.

FRANK TOPPINO P.O. BOX 787

KEY WEST, FL 33041

CHARLEY TOPPINO & SONS, INC.

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

Location Addr

MM 8 1/2 ROCKLAND KEY

Lic NBR/Class

17557

STATE LICENSED PROFESSIONAL

Issued Date

10/3/2017

Expiration Date: September 30, 2019

ATTORNEY, PHYSICIAN OR OTHER STATE LICENSED

PROFESSIONAL

Comments:

ENGINEERING

Restrictions:

CHARLEY TOPPINO & SONS

(EDWARD

EDWARD TOPPINO

P.O. BOX 787

KEY WEST, FL 33041

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.



CITY OF KEY WEST, FLORIDA Regulatory Permit / License Certificate of Competency

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

TOPPINO, FRANK Business Name Location Addr

2011 FLAGLER AVE

CtlNbr:0024611

19-00030288 COMPETENCY CARD Lic NBR/Class

October 03, 2017 Expiration Date: September 30, 2019

\$15.00 License Fee

Issue Date:

\$0.00 Add. Charges

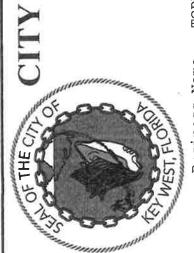
\$15.00 \$0.00 Penalty Total COMP CARD #121 FOR GENERAL CONTRACTOR Comments:

TOPPINO, FRANK PO BOX 787 KEY WEST FL 33040

MCCOLPATION RENEAM 1.00 1.00 315.00 71638 \$30.00

Trans number: CX CHECK

Time: 14:33:22 Trans date: 10/19/17



CITY OF KEY WEST, FLORIDA Regulatory Permit / License Certificate of Competency

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

TOPPINO FRANK (ENG) Business Name

CtlNbr:0024612

2011 FLAGLER AVE Location Addr 19-00030289 COMPETENCY CARD

October 03, 2017 Expiration Date: September 30, 2019 Lic NBR/Class

\$15.00

Issue Date:

\$0.00 Add. Charges License Fee

\$0.00 Penalty

\$15.00 Total

Comments: COMP CARD #3064 FOR ENGINEERING CONTRACTOR CLASS I

TOPPINO FRANK (ENG)

P.O. BOX 787

KEY WEST FL 33041

LIC COLPATIONAL RENEWL STS.CO Type: (C. Drawer: 1) 71635 Oper: KENNING Date: 10/08/17 61 P Trans number: CX OFETX

Tim: 14:35:35 Trens date: 10/03/17



Regulatory Permit / License Certificate of Competency

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

TOPPINO EDWARD Business Name Location Addr

MM 8 1/2 ROCKLAND KEY

CtlNbr:0024610

19-00030287 COMPETENCY CARD

October 03, 2017 Expiration Date: September 30, 2019 Lic NBR/Class

\$15.00

License Fee

Issue Date:

\$0.00 Add. Charges

\$0.00 Penalty CARD #473 FOR ENGINEERING CLASS I CONTR. COMP Comments:

TOPPINO EDWARD PO BOX 787 KEY WEST FL 33040

30287 (C 000.PATIONAL RENGAL 1.00 \$15,00 3116058 77.577 \$30,00 Type: OC Drawer: 1 Trans number: CX OPEDX

Tim: 14:2:3 Trans date: 10/03/17



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 & SONSTINC 129 TOPPINO INDUSTRIAL DRIVE KEY WEST FL 33040

LICENSE NUMBER: CGC1518488

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

RG0045369

The GENERAL CONTRACTOR Named below HAS REGISTERED Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2019
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

123

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





ISSUED: 07/06/2017

DISPLAY AS REQUIRED BY LAV

SEQ # L1707060000534

2018 / 2019 MONROE COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2019**

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

FRANK TOPPINO, JOHN P TOPPINO QUAL Owner Name:

Mailing Address:

BOX 787

KEY WEST, FL 33041

Business Location: KEY WEST, FL 33040

US HWY 1

Business Phone: 305-296-5606

CONTRACTOR (GENERAL & ENGINEERING Business Type:

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 107-17-00009705 09/06/2018 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, 2019

Business Name: CHARLEY TOPPINO & SONS INC

RECEIPT# 30140-89799

US HWY 1 Business Location: KEY WEST, FL 33040

Owner Name:

Mailing Address:

FRANK TOPPINO, JOHN P TOPPINO QUAL

BOX 787 KEY WEST, FL 33041 Business Phone:

305-296-5606

Business Type:

CONTRACTOR (GENERAL & ENGINEERING

CONTRACTORS)

70 **Employees**

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



RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 KEVIN J. THIBAULT, P.E. SECRETARY

April 29, 2019

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S.337.14 (1) F.S. your next application <u>must be</u> filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/

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

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, CURB & GUTTER, GROUT INJECTION, LIFT/PUMP STATION, RIP RAP, UNDERGROUND UTILITIES.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

CHARLEY TOPPINO & SONS, INC. April 29, 2019
Page Two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager

Contracts Administration Office

AA:cj



Vendor Number: F592426906002

Name: CHARLEY TOPPINO & SONS, INC.

Application Status: COMPLETED Fiscal Year End Date: 12/31/2018

Application Due Date:

4/27/2019 3:05:15 PM EST

4/30/2019

NOTE: The Capacity shown below will be reduced by your Work Underway to determine your Available Bidding Capacity.

Adjusted Current

Ratio:

1.88

Ability Score:

75

Surety Multiplier:

Capacity:

0

Ability Factor:

4

Calculated Maximum Bid

\$418,250,000.00

Adjusted Net Worth:

\$55,619,700.00

Document		Mailed	Received	Attached
Audited or Reviewed Financial Statements		4/16/2019	4/16/2019	N/A
Affidavit		4/16/2019	4/16/2019	2019 AFFIDAVIT-EXECUTED.PDF Request Document
Equipment		4/16/2019	4/16/2019	123118 EQUIPMENT LISTING-2019 FDOT FORMAT V1.PDF Request Document
Surety Letter				
Letters of Recommendation				
Audited or	Reviewed Financial Statements	N/A	N/A	CHARLEY TOPPINO SONS INC 2018 FINAL.PDF Request Document
Additional Document		N/A	N/A	2019 FDOT PREQUAL ADDITIONAL DOCUMENTATION.PDF Request Document