RESOLUTION NO. 15-326

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) AWARDING THE BID OF CHARLEY TOPPINO AND SONS, INC. FOR TRUMAN WATERFRONT PARK PHASE 1A, IN ACCORDANCE WITH THE TERMS SPECIFIED IN ITB 15-022, IN AN AMOUNT NOT TO EXCEED $17,453,752.67, INCLUSIVE OF ADDITIVE ALTERNATES 1, 3 AND 4; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS CONTAINED IN THE BID PACKAGE AND UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS AND AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in September 2015 two bids were opened in response to ITB #15-022, for Truman Waterfront Park Phase 1A, and the bids were determined to be responsive; and

WHEREAS, the bid submitted by Charley Toppino and Sons, Inc. was the lowest responsive bid, and upon staff review, it was recommended that the contract be awarded to Charley Toppino and Sons, Inc.; and

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the bid of Charley Toppino and Sons, Inc. for Truman Waterfront Park Phase 1A, in accordance with the terms specified in ITB #15-022, is hereby awarded in an amount not to exceed $17,453,752.67, inclusive of additive alternates 1, 3 and 4.

Section 2: That the City Manager is authorized to enter into a contract in substantial conformance with the bid documents, upon the advice and consent of the City Attorney.

Section 3: That funds for the project commencing in FY 16 are allocated in accounts #101-4303-543-6300, Project #GR0703 (Truman Waterfront Development) and Project # TR0501 (Truman Waterfront Roadway). Associated sanitary sewer related construction will be funded from budget account 401-3503-535-6500, Project SE1505. Any necessary budget transfers or amendments are hereby authorized.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 4th day of November, 2015.

Authenticated by the presiding officer and Clerk of the Authority on November 5, 2015.

Filed with the Clerk November 5, 2015.

Chairman Craig Cates	Yes
Commissioner Sam Kaufman	Yes
Commissioner Clayton Lopez	Yes
Commissioner Richard Payne	Yes
Commissioner Margaret Romero	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes

CRAIG CATES, CHAIRMAN

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

EXECUTIVE SUMMARY

Date: October 19, 2015

To: Jim Scholl, City Manager

From: James Bouquet, P.E., Director of Engineering

Cc: Greg Veliz, Assistant City Manager
Sarah Spurlock, Assistant City Manager
Mark Finigan, Finance Director

Subject: Approve the Award of ITB#15-022 *Truman Waterfront Park Phase IA* construction to Charley Toppino & Sons, Inc. in the total amount of $17,453,752.67.

ACTION STATEMENT

This Resolution would approve a contract award of $17,453,752.67 to Charley Toppino & Sons, Inc., for construction of Phase IA of the Truman Waterfront Park Base Bid and Additive Alternates 1, 3 and 4, and authorize the City Manager to execute this agreement and any necessary budget transfers/amendments.

BACKGROUND

The City of Key West Naval Properties Local Redevelopment Authority (LRA) awarded RFQ No. 11-004 - Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration to Bermello Ajamil and Partners, Inc. (BA) in May 2011 (Resolution #11-261). BA's contract was approved in November 2011 (Resolution #11-327). The first step in the process was finalizing the Master Plan and approval of a Major Development Agreement as approved by Resolution #12-065. Resolution #14-095 authorized BA to design and prepare construction bid documents for construction of Phase I of the park. The amphitheater and Building 103 were not included in Phase I.

Following City review of the 50% construction documents, the associated cost estimate and available and projected funding, project sub-phases, designated Phase IA and 1B, were established. Phase IA focused on provided the City of

Key West with a recreational park, while Phase 1B included a Community Center, Horse Stables and parking. As shown in the attached figure, Phase IA was further sub-divided into three Notice to Proceeds (NTPs). Targeted for construction between Fiscal Year (FY) 2016 and 2018, Phase IA consists of infrastructure supporting the park (NTP 1), the Central Park Area (NTP 2) and the North Park Area (NTP 3).

100% construction documents for Phase IA were submitted by BA on August 20, 2015. The construction documents were assembled in City ITB#15-020 *Truman Waterfront Park Phase 1A* and bid during September 2015. Responsive bidders consisted of:

Charley Toppino & Sons, Inc. (Toppino)
D.N. Higgins, Inc.

Respective bid proposals and tabulation are attached.

As indicated in the bid tabulation, Toppino was the apparent low bidder with a lump sum base bid price (the sum of NTP 1, 2 and 3) of $16,894,991.17. Following review of the received bids against available and projected funding, staff has recommended acceptance of the following bid alternates:

#1. Saw cut East Quay concrete to maximize North Park (NTP 3) greenspace:	$170,811.50
#3. Construct Eaton Street Connector (NTP 3) as required by NAS Key West:	$367,950.00
#4. Increase Pollution Liability Insurance limits to $5,000,000 as recommended by the City Risk Manager:	$20,000.00

Acceptance of the three NTPs and the above Additive Alternates results in a total project cost of $17,453,752.67.

Acceptance of Deductive Alternate 1 to delete landscaping along roadway between NOAA and the entrance to Fort Zachary Taylor (-$27,675.00) and Additive Alternate 2 (+$219,960.00) to color the East Quay concrete are not recommended.

PURPOSE AND JUSTIFICATION

Development of the Truman Waterfront Property has been a priority of the City of Key West for over 15 years. City Commission Resolutions 12-129 and 12-285 accepted recommendations and a Master Plan for the Truman Waterfront Property process. Resolution #12-065 approved finalizing the Master Plan and a Major Development Agreement for the Truman Waterfront Park. Approval of the current resolution before the LRA will facilitate construction of a community park, including roadways, sidewalks, parking lots, utilities, interactive waterfeature, play area, landscaping, green space, the East Quay promenade and the McCoy Gardens. Completion of Phase 1A will support development of future park components as directed by City Commission.

This resolution supports Key West Strategic Plan Infrastructure Goal #3, *Parks and recreation areas are assessable to all residents and visitors,* Culture Goals #1, 2 and 3 and Infrastructure Goal #1, *A transportation system which is aesthetically attractive, functional, efficient, safe and environmentally sensitive.*

FINANCIAL

The lump sum cost of $17,453,752.67 is funded from budget account 101-4303-543-6300, Project # GR0703 (Truman Waterfront Development) and Project # TR0501 (Truman Waterfront Roadway). Associated sanitary sewer related construction will be funded from budget account 401-3503-535-6500, Project #SE1505. Full funding is currently available for commencing construction during Fiscal Year 2016.

RECOMMENDATION

Engineering Services staff recommends the LRA approve a contract award of $17,453,752.67 to Charley Toppino & Sons, Inc., for construction of Phase IA of the Truman Waterfront Park Base Bid and Additive Alternates 1, 3 and 4, and authorize the City Manager to execute this agreement and any necessary budget transfers/amendments.

INTEROFFICE MEMORANDUM

To: Jim Bouquet, Engineering Director

CC: Devon Steckly, Senior Project Manager
Sue Snider, Purchasing

From: Cheri Smith, City Clerk

Date: October 7, 2015

Subject: **TRUMAN WATERFRONT PARK PHASE 1-A; BID 15-022**

The following bids were opened Wednesday, October 7, 2015 at 3:00 p.m. in response to the above referenced project.

1.	Douglas N. Higgins, Inc. 3390 Travis Pointe Road, Suite A Ann Arbor, MI 48108	Total Lump Sum Base Bid: NTP 1 Base Bid: NTP 2 Base Bid: NTP 3 Base Bid: Deduct Alternate No. 1: Add Alternate No. 1: Add Alternate No. 2: Add Alternate No. 3: Add Alternate No. 4:	$18,154,700.00 9,920,900.00 4,978,900.00 3,254,900.00 15,500.00 310,000.00 330,000.00 290,000.00 50,000.00
2.	Charley Toppino & Sons, Inc. P. O. Box 787 Key West, FL 33041	Total Lump Sum Base Bid: NTP 1 Base Bid: NTP 2 Base Bid: NTP 3 Base Bid: Deduct Alternate No. 1: Add Alternate No. 1: Add Alternate No. 2: Add Alternate No. 3 Add Alternate No. 4	$16,894,991.17 6,921,599.62 5,608,774.45 4,364,647.10 27,675.00 170,811.50 219,960.00 367,950.00 20,000.00

CS/sph
Bid 15-022 – Truman Waterfront Park Phase 1-A

PROPOSAL

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

To: The City of Key West

Address: 3126 Flagler Street, Key West, Florida 33041

Project Title: TRUMAN WATERFRONT PARK PHASE 1A

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

Company Name: CHARLEY TOPPINO & SONS, INC.

Contact Name & Telephone #: RONALD J. ARMSTRONG 305 296-5606

Email Address: RONALDJ@TOPPKW.COM

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

PROPOSAL (continued)

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.

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	$2,000,000 Aggregate $1,000,000 Each Occurrence $2,000,000 Products-Comp / Op Aggregate $1,000,000 Personal Injury $300,000 Fire Damage / Legal
Coverage must include the following:	
- Contractual Liability	- Commercial Form
- CG2010 (1185) or Equivalent	- Broad Form Property Damage
- No exclusion for XCU	- Premises / Operations
- Products / Completed Operations	- Independent Contractors (if any part of the work is to be subcontracted out)
- Personal Injury	
Automobile Liability:	$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	$5,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	$1,000,000 Each Accident $1,000,000 Disease-Policy Limit $1,000,000 Disease-Each Employee
Pollution Liability:	$2,000,000

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail. The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted). Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act. Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation. The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and

PROPOSAL (continued)

must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

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

NTP 1: 365 calendar days after the Notice of Award
NTP 2: 365 calendar days after the date of the respective Notice to Proceed
NTP 3: 180 calendar days after the date of the respective Notice to Proceed.

NTP 2 is anticipated to be issued prior to October 31, 2016. NTP 3 is anticipated to be issued prior to October 31, 2017.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work for each respective NTP 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

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, ____, ____, ____, ____, ____, ____, ____, ____, ____, ____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PROPOSAL (continued)

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.

1. NTP 1 BASE BID

1 LS $ 6,292,363.29

Unforeseen Conditions Allowance

1 LS (10% of NTP 1 Base Bid) $ 629,236.33

TOTAL NTP 1 $ 6,921,599.62

2. NTP 2 BASE BID

1 LS $ 4,871,613.14

Restroom Building Allowance

1 LS $ 250,000.00

Contingency Allowance

1 LS (10% of NTP 2 Base Bid) $ 487,161.31

TOTAL NTP 2 $ 5,608,774.45

3. NTP 3 BASE BID

1 LS $ 3,967,861.00

Contingency Allowance

1 LS (10% of NTP 3 Base Bid) $ 396,786.10

TOTAL NTP 3 $ 4,364,647.10

TOTAL LUMP SUM BASE BID (SUM OF NTP 1 + NTP 2 + NTP 3 TOTALS LISTED ABOVE):

$ 16,894,991.17

SIXTEEN MILLION, EIGHT HUNDRED NINETY FOUR THOUSAND, NINE HUNDRED NINETY ONE Dollars & SEVENTEEN Cents

(amount written in words)

PROPOSAL (continued)
ADDENDA No. 2

DEDUCT ALTERNATE No. 1
NOTE: 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 A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD..

1. In NTP1, remove 29 Green Buttonwood trees, 2,040 square feet of St. Augustine sod, irrigation spray heads, bubblers and associated zone valves and piping and the addition of 2,040 square feet of Bahia sod between the southern entrance of NOAA and the traffic circle to the south as depicted on LL-01, LL-02, IM-01, IM-02 IB-01 and IB-02. Irrigation main shall still be installed as depicted on IM-01 and IM-02.

1 LS $ 27,675.00

ADD ALTERNATE No. 1
NOTE: 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 A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. In NTP3, saw cut curvy edge along east side of Quay/pedestrian promenade, from the NTP Phase Line north of Building 103 as indicated on the drawings), remove /reuse demolished concrete, manage and dispose of contaminated groundwater and or soil, including those encountered during plant installation, and provide a minimum 2 feet of clean fill (or other barrier layer – refer to Soil and Groundwater Management Plan) per the civil and landscape drawings and technical specifications

1 LS $ 170,811.50

ADD ALTERNATE No. 2
NOTE: 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 A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

2. Provide materials, labor and equipment to apply stained concrete wavy pattern on walkways as shown on the Hardscape Paving and Finishes Plans and Details and technical specifications.

1 LS $ 219,960.00

ADD ALTERNATE No. 3
NOTE: 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 A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

3. In NTP3, provide materials, labor and equipment to construct Eaton Street roadway (from park boundary to the Building 103 Parking Lot) including excavation sub-base preparation, base, asphalt pavement and curbing as shown and detailed on the Civil Engineering Drawings and in technical specifications.

1 LS $ 367,950.00

ADD ALTERNATE No. 4
NOTE: 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 A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. Additional cost to provide $5,000,000 Pollution Liability Insurance.

1 LS $ 20,000.00

SCHEDULE OF VALUES				
NTP 1				
TRUMAN WATERFRONT				
MOBILIZATION	1	LS	$	782,640.00
MAINTENANCE OF TRAFFIC	1	LS	$	47,971.00
SITE DEMOLITION	1	LS	$	183,086.50
EXCAVATION AND GRADING	1	LS	$	189,000.00
CUT/FILL AND DEWATERING	1	LS	$	389,062.50
STORM WATER POLLUTION PREVENTION PLAN	1	LS	$	39,050.00
ROADWAY CURBING	1	LS	$	299,881.25
ASPHALT PAVING AND BASE	1	LS	$	628,938.00
PAVEMENT MARKINGS	1	LS	$	24,375.00
TRUNCATED DOME PAVERS	1	LS	$	21,000.00
CONCRETE PAVERS	1	LS	$	490,059.75
4" CONCRETE	1	LS	$	295,500.00
6" CONCRETE	1	LS	$	16,875.00
12" RIBBON CURB	1	LS	$	31,293.60
BOLLARDS	1	LS	$	10,030.00
BENCHES, TRASH CANS, BIKE RACKS	1	LS	$	68,158.80
FENCING AND RAILING	1	LS	$	85,305.63
CUSTOM SIGNAGE	1	LS	$	76,700.00
TREE PROTECTION, REMOVAL AND RELOCATION	1	LS	$	15,812.50
CANOPY TREES	1	LS	$	135,700.00
ORNAMENTAL TREES	1	LS	$	17,700.00
LARGE PALMS	1	LS	$	88,500.00
SMALL PALMS	1	LS	$	21,972.07
SHRUBS AND GROUNDCOVER	1	LS	$	81,290.20
TURF GRASS	1	LS	$	234,260.75
IRRIGATION	1	LS	$	198,000.00
ELECTRICAL SYSTEM (INCLUDES ALL)	1	LS	$	585,822.00
STORM DRAIN SYSTEM	1	LS	$	631,047.50
INJECTION WELLS	1	LS	$	166,250.00
DOMESTIC WATER	1	LS	$	94,575.00
SANITARY SEWER	1	LS	$	323,006.25
REGULATORY SIGNAGE	1	LS	$	19,500.00
TOTAL			$	6,292,363.29
UNFORESEN CONDITIONS ALLOWANCE			$	629,236.33
TOTAL + ALLOWANCES			$	6,921,599.62

DEDUCTIVE ALTERNATE 1	1	LS	$	27,675.00

SCHEDULE OF VALUES			
NTP 2			
TRUMAN WATERFRONT			
MOBILIZATION	1	LS	$ 638,600.00
MAINTENANCE OF TRAFFIC	1	LS	$ 16,806.25
SITE DEMOLITION	1	LS	$ 152,129.00
EXCAVATION AND GRADING	1	LS	$ 342,596.40
CUT/FILL AND DEWATERING	1	LS	$ 296,282.50
STORM WATER POLLUTION PREVENTION PLAN	1	LS	$ 20,160.00
POWERWASHING CONCRETE	1	LS	$ 7,218.75
SEAT WALL	1	LS	$ 36,175.00
4" CONCRETE	1	LS	$ 176,700.00
8" CONCRETE	1	LS	$ 304,712.50
INTERACTIVE WATER FEATURE SURFACING	1	LS	$ 39,846.73
PLAYGROUND SAFETY SURFACING	1	LS	$ 427,981.00
12" RIBBON CURB	1	LS	$ 27,000.00
BOLLARDS	1	LS	$ 32,500.00
BENCHES, TRASH CANS, BIKE RACKS	1	LS	$ 179,027.80
PLAYGROUND EQUIPMENT	1	LS	$ 362,690.00
FENCING AND RAILING	1	LS	$ 27,093.75
CUSTOM SIGNAGE	1	LS	$ 31,250.00
INTERACTIVE WATER FEATURE	1	LS	$ 356,962.28
TREE PROTECTION, REMOVAL AND RELOCATION	1	LS	$ 2,700.00
CANOPY TREES	1	LS	$ 22,404.66
ORNAMENTAL TREES	1	LS	$ 38,324.04
LARGE PALMS	1	LS	$ 200,451.32
SHRUBS AND GROUNDCOVER	1	LS	$ 36,564.66
TURF GRASS	1	LS	$ 231,059.00
IRRIGATION	1	LS	$ 78,000.00
ELECTRICAL SYSTEM (INCLUDES ALL)	1	LS	$ 287,920.00
STORM DRAIN SYSTEM	1	LS	$ 456,207.50
WATER & SEWER SYSTEM	1	LS	$ 36,000.00
REGULATORY SIGNAGE	1	LS	$ 6,250.00
TOTAL			$ 4,871,613.14
CONTINGENCY ALLOWANCE			$ 487,161.31
RESTROOM ALLOWANCE			$ 250,000.00
TOTAL + ALLOWANCE			$ 5,608,774.45

SCHEDULE OF VALUES			
NTP 3			
TRUMAN WATERFRONT			
MOBILIZATION	1	LS	$ 466,520.00
MAINTENANCE OF TRAFFIC	1	LS	$ 11,825.00
SITE DEMOLITION	1	LS	$ 126,111.00
EXCAVATION AND GRADING	1	LS	$ 166,857.50
CUT/FILL AND DEWATERING	1	LS	$ 413,275.00
STORM WATER POLLUTION PREVENTION PLAN	1	LS	$ 21,000.00
ROADWAY CURBING	1	LS	$ 82,125.00
ASPHALT PAVING AND BASE	1	LS	$ 213,527.25
PAVEMENT MARKINGS	1	LS	$ 17,500.00
TRUNCATED DOME PAVERS	1	LS	$ 5,183.00
4" CONCRETE	1	LS	$ 161,593.75
8" CONCRETE	1	LS	$ 212,655.00
BOLLARDS	1	LS	$ 12,750.00
BENCHES, TRASH CANS, BIKE RACKS	1	LS	$ 207,270.00
FENCING AND RAILING	1	LS	$ 94,775.00
CUSTOM SIGNAGE	1	LS	$ 65,000.00
TREE PROTECTION, REMOVAL AND RELOCATION	1	LS	$ 7,875.00
CANOPY TREES	1	LS	$ 76,700.00
ORNAMENTAL TREES	1	LS	$ 22,361.00
LARGE PALMS	1	LS	$ 132,708.00
SHRUBS AND GROUNDCOVER	1	LS	$ 88,034.00
TURF GRASS	1	LS	$ 214,418.00
IRRIGATION	1	LS	$ 90,000.00
ELECTRICAL SYSTEM (INCLUDES ALL)	1	LS	$ 419,860.00
STORM DRAIN SYSTEM	1	LS	$ 353,875.00
INJECTION WELL	1	LS	$ 83,125.00
DOMESTIC WATER	1	LS	$ 80,925.00
SANITARY SEWER	1	LS	$ 69,387.50
FIRE SYSTEM	1	LS	$ 26,250.00
PLUMBING	1	LS	$ 15,625.00
REGULATORY SIGNAGE	1	LS	$ 8,750.00
TOTAL			$ 3,967,861.00
CONTINGENCY ALLOWANCE			$ 396,786.10
TOTAL + ALLOWANCE			$ 4,364,647.10

ADD ALTERNATE 1	1	LS	$ 170,811.50
ADD ALTERNATE 2	1	LS	$ 219,960.00
ADD ALTERNATE 3	1	LS	$ 367,950.00
ADD ALTERNATE 4	1	YR	$ 20,000.00
*Quoted per year			

PROPOSAL (continued)

The Bidder shall submit a Schedule of Values with the Proposal for each NTP. Schedule of Values shall be broken down by Bid Items listed in the proposal and shall be used as a basis for payment. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. Schedule of Values are provided in Part 8. The Bidder will be considered non-responsive if Schedule of Values is not complete and or 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 provided at the suppliers invoice plus 10 %.

List items to be performed by CONTRACTOR's own forces and the estimated percent of the Total Lump Sum Base Bid.

DEMOLITION	100%
EXCAVATION & GRADING	80%
CUT / FILL DEWATERING	80%
ROADWAY CURBS	100%
ROAD BASE	80%
STORM DRAINAGE	100%
INJECTION WELLS	100%
DOMESTIC WATER	100%
SANITARY SEWER	100%

PROPOSAL (continued)

SUBCONTRACTORS

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

GRADER MIKE
Name
SITEWORK, GRADING — 5%
Trade — Percent of Total Base Bid
2 BAY DR, KEY WEST, FL, 33040
Street, City, State, Zip

BELLA CONSTRUCTION — 8%
Name
CONCRETE WORK
Trade — Percent of Total Base Bid
35 DIAMOND DR., KEY WEST, FL, 33040
Street, City, State, Zip

FL KEYS ELECTRIC
Name
ELECTRICAL — 10%
Trade — Percent of Total Base Bid
5730 2ND AVE, KEY WEST, FL, 33040
Street, City, State, Zip

ECO SCAPES
Name
LANDSCAPING — 10%
Trade — Percent of Total Base Bid
1120 SEMINARY ST, KEY WEST, FL, 33040
Street, City, State, Zip

GENERAL ASPHALT
Name
ASPHALT — 5%
Trade — Percent of Total Base Bid
4850 NW 72ND AVE, MIAMI, FL, 33166
Street, City, State, Zip

PROPOSAL (continued)

SURETY

TRAVELERS CASUALTY & SURETY whose address is

One Tower Square	Hartford,	CT	06183
Street	City	State	Zip

BIDDER

The name of the Bidder submitting this Proposal is

CHARLEY TOPPINO & SONS, INC. doing business at

P.O. BOX 787	KEY WEST	FL	33041
Street	City	State	Zip

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

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

FRANK P. TOPPINO	PRESIDENT
EDWARD TOPPINO, SR	SECRETARY
DANIEL P. TOPPINO	ASSISTANT SECRETARY

PROPOSAL (continued)

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2015.

_____
Signature of Bidder

_____
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 28 day of SEPT. 2015.

(SEAL)

CHARLEY TOPPINO & SONS, INC.
_____
Name of Corporation

By _____

Title PRESIDENT

Attest _____

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 on attached sheet.

****

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: $ 5% of Bid Proposal

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 Insurance Company of America

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

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

in the State of Connecticut,

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

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

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of

5% of Bid Proposal Submitted ---------- DOLLARS ($----------5%----------)

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for TRUMAN WATERFRONT PARK PHASE 1A, said Bid Proposal, by reference thereto, being hereby made a part hereof.

FLORIDA BID BOND (continued)

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:

TRUMAN WATERFRONT PARK PHASE 1A

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

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

Signed and sealed this 22nd day of September, 2015.

PRINCIPAL

Charley Toppino & Sons, Inc.

By Frank V. Toppino

Travelers Casualty Insurance Company of America

SURETY

By _____

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

STATE OF FL)
: SS
COUNTY OF Monroe)

FLORIDA BID BOND (continued)

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

By: Frank P. Soppino

Sworn and subscribed before me this 23 day of Sept, 2015.

NOTARY PUBLIC, State of FL at Large

My Commission Expires: Ronald J. Armstrong

RONALD J. ARMSTRONG
MY COMMISSION # FF053743
EXPIRES: September 12, 2017

* * * * * *

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

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. 227701 **Certificate No.** 006296635

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

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

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of March, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 12th day of March, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22 day of SEPTEMBER, 20 15.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

ANTI – KICKBACK AFFIDAVIT

STATE OF FL)
: SS
COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this 28 day of SEPT., 2015.

NOTARY PUBLIC, State of FL at Large

My Commission Expires:

RONALD J. ARMSTRONG
MY COMMISSION # FF053743
EXPIRES: September 12, 2017

* * * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for TRUMAN WATERFRONT PARK PHASE 1A

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC.
(name of entity submitting sworn statement)
whose business address is P.O. BOX 787, KEY WEST, FL 33041

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

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

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

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

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

PUBLIC ENTITY CRIMES (continued)

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

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

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

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

   _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

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

PUBLIC ENTITY CRIMES (continued)

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

Frank P. Toppino
(signature)

SEPT. 28, 2015
(date)

STATE OF FL

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 28 day of SEPT., 2015.

My commission expires:

RONALD J. ARMSTRONG
MY COMMISSION # FF053743
EXPIRES: September 12, 2017

Ronald J Armstrong
NOTARY PUBLIC

* * * * * *

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:

P.O. BOX 787, KEY WEST, FL 33041
Address

Signature

FRANK P. TOPPINO
Print Name

PRESIDENT
Title

SEPT. 28, 2015
Date

* * * * * *

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

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

a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.

b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.

c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

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

Current Local Address: P.O. BOX 787, KEY WEST, FL 33041 Fax: 305 296-5189

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

Length of time at this address: 30 YEARS

Signature of Authorized Representative Date: SEPT. 28, 2015

STATE OF FL COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 28 day of SEPT., 2015.

By Frank P. Toppino, of CHARLEY TOPPINO & SONS, INC.

(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification

(Type of identification)

Signature of Notary

RONALD J. ARMSTRONG
MY COMMISSION # FF031240
EXPIRES: September 12, 2017

Print, Type or Stamp Name of Notary

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

Title or Rank

* * * * * *

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)
: SS
COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this

28 day of SEPT., 2015.

_____
NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____

RONALD J. ARMSTRONG
MY COMMISSION # FF053743
EXPIRES: September 12, 2017

* * * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FL)
: SS
COUNTY OF MONROE)

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

Frank V. Toppino
(signature)

SEPT. 28, 2015
(date)

Sworn and subscribed before me this

28 Day of SEPT., 2015.

Ronald J Armstrong
NOTARY PUBLIC, State of FL at Large

My Commission Expires:

RONALD J. ARMSTRONG
MY COMMISSION # FF053743
EXPIRES: September 12, 2017

* * * * * *

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.	[X]
2.	All blank spaces in Proposal filled in, using black ink.	[X]
3.	Total and unit prices added correctly and attached Schedule of Values	[X]
4.	Addenda acknowledged.	[X]
5.	Subcontractors are named as indicated in the Proposal.	[X]
6.	Experience record included.	[X]
7.	Proposal signed by authorized officer.	[X]
8.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.	[X]
9.	Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.	[X]
10.	Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.	[X]
11.	BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original and 1 flash drive as stated in the invitation to bid.	[X]
12.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	[X]

* * * * * *

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

PAST PROJECTS

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 7 years ago.

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

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

PROJECTS:

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

SIDEWALK ENHANCEMENTS: PHASE 3	$ 253,666.00	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

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

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

PROJECTS:

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

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

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

TRUMAN AVE PROJECT:	$10,500,000	BOND YES
BIG COPPITT BIKE PATH:	$ 480,000	BOND YES
EMERGENCY ROAD REPAIRS, HURR WILMA:	$ 185,000	BOND NO
HURRICANE GEORGES ROAD REPAIRS:	$ 52,000	BOND NO
KNIGHTS KEY	$ 373,000	BOND YES
BIG COPPITT BOAT RAMP & SPANISH HARBOR:	$ 500,000	BOND NO
BIKE PATH SADDLE BUNCH KEYS	$ 450,000	BOND YES
BOCA CHICA SEAGRASS MITIGATION	$ 1,352,930	BOND YES
SUMMERLAND KEY DRAINAGE	$2,000,000	BOND YES

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

MERIDIAN WEST APARTMENTS	$1,700,000	BOND	YES

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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.

PROJECTS:

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

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

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

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

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

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

SCOPE OF WORK: STORM DRAINAGE, INJECTION WELLS.

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

24. AJAX BUILDING CORPORATION
6050 PORTER WAY
SARASOTA, FL 34232
(941) 371-6222

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

FKCC MARINE TECH BUILDING	$466,000.00	BOND YES

25. CIVIC CONSTRUCTION
7144 SW 47TH STREET
MIAMI, FL 33155
(305) 661-4859

JL WOODE, LLC
49 IMMIGRATION ST
SUITE 103
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.

HARRIS SCHOOL DEMO	$86,000.00	BOND NO
HOB PARKING LOT, SOCCER FIELD	$343,882.00	BOND YES

28. BOY SCOUTS OF AMERICA, SOUTH FL COUNCIL

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

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

CAMP SAWYER, BOY SCOUT CAMP	$2,295,049.13	BOND YES

29. LONGSTOCK II, LLC STOCK ISLAND MARINA VILLAGE, PHASE 1

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

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

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

30. DOUGLAS N. HIGGINS, KEY WEST

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

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

EAST FRONT ST FLOOD MITIGATION, CKW	$444,000.00	BOND NO

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

32. GIANNETTI CONTRACTING OF FL, INC.
2660 NW 15th Court # 108
Pompano Beach, FL 33069-1500
(954) 972-8104

SCOPE OF WORK: TEMP INJECTIONS WELLS

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

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
RG0045369

The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2017
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

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

ISSUED: 08/10/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1508100001321

2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-9142

Business Name: TOPPINO FRANK P

Owner Name: FRANK P TOPPINO
Mailing Address:
PO BOX 787
KEY WEST, FL 33040

Business Location: US HWY 1
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL/ENGINEERING CONTRACTOR)

Employees 30

STATE LICENSE: RG0045369/GC152A/ENG I I32A

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 110-13-00007585 09/29/2014 125.00

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, 2015

RECEIPT# 30140-9142

Business Name: TOPPINO FRANK P

Owner Name: FRANK P TOPPINO
Mailing Address:
PO BOX 787
KEY WEST, FL 33040

Business Location: US HWY 1
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL/ENGINEERING CONTRACTOR)

Employees 30

STATE LICENSE: RG0045369/GC

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 110-13-00007585 09/29/2014 125.00

2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-89800

Business Name: CHARLEY TOPPINO & SONS INC

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

Business Location: 8.5 ROCKLAND KEY
KEY WEST, FL 33040
Business Phone:
Business Type: CONTRACTOR (ENG CLASS I CC 749 A)

Employees 10

STATE LICENSE: CC749A

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

Paid 110-13-00007585 09/29/2014 25.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

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MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-89800

Business Name: CHARLEY TOPPINO & SONS INC

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

Business Location: 8.5 ROCKLAND KEY
KEY WEST, FL 33040
Business Phone:
Business Type: CONTRACTOR (ENG CLASS I CC 749 A)

Employees 10

STATE LICENSE: CC749A

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

Paid 110-13-00007585 09/29/2014 25.00

2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 53110-25514

Business Name: ROCKLAND RECYCLING CENTER ENERGY COMMONS INC DBA

Owner Name: FRANK & EDWARD & GEORGE TOPPINO
Mailing Address:
P O BOX 1149
KEY WEST, FL 33041

Business Location: MM 8.5 US HWY 1
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: WHOLESALE SALES (RECYCLING CONST DEBRIS)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

Paid 110-13-00007585 09/29/2014 30.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

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MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 53110-25514

Business Name: ROCKLAND RECYCLING CENTER ENERGY COMMONS INC DBA

Owner Name: FRANK & EDWARD & GEORGE TOPPINO
Mailing Address:
P O BOX 1149
KEY WEST, FL 33041

Business Location: MM 8.5 US HWY 1
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: WHOLESALE SALES (RECYCLING CONST DEBRIS)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

Paid 110-13-00007585 09/29/2014 30.00

2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

Owner Name: FRANK TOPPINO, JOHN P TOPPINO
Mailing Address: QUALIFIER
BOX 787
KEY WEST, FL 33041

Business Location: US HWY 1
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A

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 110-13-00007585 09/29/2014 250.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

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MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

Owner Name: FRANK TOPPINO, JOHN P TOPPINO
Mailing Address: QUALIFIER
BOX 787
KEY WEST, FL 33041

Business Location: US HWY 1
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A

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 110-13-00007585 09/29/2014 250.00

2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-7153

Business Name: TOPPINO CONSTRUCTION CO INC

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

Business Location: ROCKLAND KEY
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: CONTRACTOR (ENGINEERING CONTRACTOR 131A)

Employees 10

STATE LICENSE: EC 131A 10-05

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

Paid 110-13-00007585 09/29/2014 25.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

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

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-7153

Business Name: TOPPINO CONSTRUCTION CO INC

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

Business Location: ROCKLAND KEY
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: CONTRACTOR (ENGINEERING CONTRACTOR 131A)

Employees 10

STATE LICENSE: EC 131A 10-05

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

Paid 110-13-00007585 09/29/2014 25.00

2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-99340

Business Name: T AND B DRILLING LLC

Owner Name: FRANK P TOPPINO, GEORGE LEONARD
Mailing Address: QUALIFIER
PO BOX 787
KEY WEST, FL 33041

Business Location: MM 9 ROCKLAND KEY
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: CONTRACTOR (WELL DRILLING)

Employees 5

STATE LICENSE: 2947 EXP 7-31-2013

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 110-13-00007585 09/29/2014 20.00

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, 2015

RECEIPT# 30140-99340

Business Name: T AND B DRILLING LLC

Owner Name: FRANK P TOPPINO, GEORGE LEONARD
Mailing Address: QUALIFIER
PO BOX 787
KEY WEST, FL 33041

Business Location: MM 9 ROCKLAND KEY
KEY WEST, FL 33040
Business Phone: 305-296-5606
Business Type: CONTRACTOR (WELL DRILLING)

Employees 5

STATE LICENSE: 2947 EXP 7-31

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 110-13-00007585 09/29/2014 20.00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name	CHARLEY TOPPINO & S (FRANK ENG CtlNbr:0010428
Location Addr	2011 FLAGLER AVE
Lic NBR/Class	15-00023996 CONTRACTOR - REG ENGINEERING I
Issue Date:	October 01, 2014 Expiration Date:September 30, 2015
License Fee	$309.75
Add. Charges	$0.00
Penalty	$0.00
Total	$309.75
Comments:	

Oper: KEYWEB3 Type: RC Drawer: 1
Date: 10/02/14 56 Receipt no: 415
2015 23996
00 LIC OCCUPATIONAL RENEWAL
1.00 $309.75
3024279
CK CHECK 62625 $1827.95
CHARLEY TOPPINO & SONS, INC.
Trans date: 10/02/14 Time: 13:16:47

This document must be prominently displayed.

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

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name	CHARLEY TOPPINO & S (FRANK RG) CtlNbr:0005344
Location Addr	2011 FLAGLER AVE
Lic NBR/Class	15-00023997 CONTRACTOR - REG GENERAL
Issue Date:	October 01, 2014 **Expiration Date:**September 30, 2015
License Fee	$309.75
Add. Charges	$0.00
Penalty	$0.00
Total	$309.75

Comments:

Oper: KEYWOLD Type: OC Drawer: 1
Date: 10/02/14 56 Receipt no: 415
2015 23997
DR LIC OCCUPATIONAL RENEWAL
1.00 $309.75
Trans [illegible] 3024500
CK CHECK 62625 $1027.95
Trans date: 10/02/14 Time: 13:16:47

This document must be prominently [illegible]ed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)
POB 787

KEY WEST FL 33041

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name	CHARLEY TOPPINO & SONS (EDWAR) CtlNbr:0005358
Location Addr	MM 8 1/2 ROCKLAND KEY
Lic NBR/Class	15-00017557 CONTRACTOR - REG ENGINEERING I
Issue Date:	October 01, 2014 **Expiration Date:**September 30, 2015
License Fee	$309.75
Add. Charges	$0.00
Penalty	$0.00
Total	$309.75

Comments:

Oper: KEYWOLD Type: OC Drawer: 1
Date: 10/02/14 56 Receipt no: 415
2015 17557
GR LIC OCCUPATIONAL RENEWAL
1.00 $309.75
Trans payment 3024581
CK CHECK 62625 $1027.95
Trans date: 10/02/14 Time: 13:16:47

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

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

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name	T AND B DRILLING LLC	CtlNbr:0018407
Location Addr	M M 9 ROCKLAND KEY	
Lic NBR/Class	15-00022594 CONTRACTOR - SPEC WELL DRILLING	
Issue Date:	October 01, 2014 **Expiration Date:**September 30, 2015	
License Fee	$98.70	
Add. Charges	$0.00	
Penalty	$0.00	
Total	$98.70	

Comments: LEONARD, GEORGE, QUALIFIER

KARL SICKLE, SECONDARY QUALIFI

This document must be prominently displayed.

T AND B DRILLING INC 6625

T AND B DRILLING LLC
P.O. BOX 787

KEY WEST FL 33041

THE CITY OF KEY WEST
Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM No.: 1
ITB No.: 15-022
Truman Waterfront Park Phase 1A

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

1. The Bid deadline is extended to October 7th, 2015; not later than 3:00 p.m. local time.
2. Addenda No. 2 will be issued on or around September 29th, 2015.
3. The deadline for questions is before 5:00 p.m. on September 28th, 2015.
4. A copy of the Mandatory Pre-Bid Meeting Sign-in Sheet is attached for reference.

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

Signature

CHARLEY TOPPINO & SONS, INC.

Name of Business

THE CITY OF KEY WEST
Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. 2
ITB No. 15-022
TRUMAN WATERFRONT PARK PHASE 1A

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

1.0 CONTRACTOR QUESTIONS AND RESPONSES:

1.01 Please provide rim elevations and inverts for "storm-water Inlets" within NTP 2, as they are not included on the structure table.
RESPONSE: Inlet rim elevations have been added to CP-03. Revised drawing included in this addenda.

1.02 Will there need to be a 2FT clean soil cap across the entire project?
RESPONSE: Parcel E2 currently has two feet (2') of fill over the contaminated soil. The contractor is responsible for providing an Engineering Control as defined in the Soil and Groundwater Management Plan (SGMP). Two feet (2') clean soil cap or other acceptable Engineering Control is only required for Parcels E2 and E3.

1.03 In reference to contaminated parcels, can the contractor re-use excavated soils within the top 2FT under impervious surfaces? Such as under asphalt or concrete.
RESPONSE: Per the SGMP, yes they can.

1.04 Will the contractor be able to re-use crushed concrete and asphalt onsite?
RESPONSE: The contractor is permitted to re-use recycled/crushed concrete as long as it meets the requirements defined in the Technical Specifications. Re-use of asphalt is PROHIBITED.

1.05 Is it the responsibility of the contractor to properly dispose of any excess fill at the end of the project or will the City pay for disposal?
RESPONSE: Yes it is the contractor's responsibility to properly dispose of excess fill at the end of the project at no additional cost to the City.

1.06 The most feasible option would be that the City (to) provide a disposal contingency or pay for disposal directly, as the contractor is limited on his ability to calculate this quantity accurately. Since a portion of the excavated fill may test at acceptable local disposal levels and some may test at higher levels requiring disposal at a landfill.
RESPONSE: It is the contractor's responsibility to understand the proposed improvements including those involving excavation, cut and fill. The City will NOT provide a disposal contingency or pay for disposal directly.

1.07 Will contaminant testing of the excavated stockpiles also be the responsibility of the contractor?
RESPONSE: Yes. Contamination testing of the excavated soil within known contaminated parcels will likely be necessary for offsite disposal characterization. The contractor should confirm the analytical parameters with the disposal facility. Note that soil excavated from a contaminated site may only be re-used within that same parcel. No testing will be required to re-use the soil within its originating parcel as long as it is utilized in a manner consistent with the provision of the Soil and Groundwater Management Plan and the required Engineering Controls.

1.08 In reference to plan Page SM-00 (Parcels E1, E2, E3, K…), since the site has been separated into sections based on soil contaminants, is the contractor to create a bermed laydown area for each parcel, in order to not cross contaminate soils?
RESPONSE: It is the responsibility of the contractor to implement the necessary measures to manage the soil and prevent cross contamination across parcels. Stockpiles must be managed to separate clean soil from contaminated soil. Section 3.3 of the Soil and Groundwater Management Plan provides additional guidance regarding stockpile management. Additionally, dust and sediment control requirements are addressed in Section 3.2 of the Soil and Groundwater Management Plan.

1.09 In reference to NTP 3 (ADD ALT 1), it states to "Saw cut curvy edge along east side of Quay/pedestrian promenade (in NTP3; north to Building 103…)". This work extends into NTP 2, and there is no alternate provided for NTP 2 saw cutting. How should the contractor handle this?
RESPONSE: The saw cutting of the curved East Quay concrete edge Add Alternate is only part of NTP3. The curved saw cut edge in NTP2 is part of the base bid. The dividing line between what is in the NTP2 base bid and NTP3 Add Alternate is the NTP phase line shown and labeled on plan sheets and graphically depicted on PP-00. The language for this Alternate in the Proposal has be clarified. A revised version of Page 15 (Proposal page 5 of 9) is included in this Addendum.

1.10 In reference to NTP 3 (ADD ALT 2), it states "Provide materials, labor and equipment to apply stained concrete wavy pattern on walkways as shown on the Hardscape Paving and Finishes Plans and Details and technical specifications…" This work extends into NTP 2, and there is no alternate provided for NTP 2 concrete staining. How should the contractor handle this?
RESPONSE: The staining of the concrete, as shown on LF-02, LF-03 and LF-04, extends the length of NTP 2 and NTP3, along the East Quay from Admiral's Cut to the boat ramp. Staining will be completed in NTP3 should the City choose to accept this Alternate. The language for this Alternate in the Proposal has be clarified. A revised version of Page 15 (Proposal page 5 of 9) is included in this Addendum.

1.11 In reference to Site Demolition plan CS-01 & CS-02, the curvy cut concrete seawall cap or slab that is hatched is showing "existing concrete to be demolished". Is this work to be included in additive alternates or base bid for each NTP? As it is not specified on the demo plan but asked for in the bid docs as an alternate.
RESPONSE: The Demolition Plans are delineated with the NTP phase line. Therefore, concrete demolition in NTP 2 shall be completed when work on that area is completed. The same principals apply to NTP 3.

1.12 In reference to mooring bollard refurbishment, are we to refurbish all mooring bollards along the project within NTP 2/NTP 3?
RESPONSE: Contractor shall refurbish all mooring bollards and do so as part of NTP2.

1.13 Please provide a detail explain how the mooring bollards need to be refurbished.
RESPONSE: Per No. 16 on the Paving and Finishes Legend on LF-06, contractor shall "sand blast to raw metal, apply primer and 2 coats of paint".

1.14 In the GMP it states "If groundwater is extracted, it must be contained, characterized and treated (if required) prior to discharge to a permitted discharge point or disposed off-site…" Please define what areas will require extracted groundwater treatment. Would carbon filtration be an adequate treatment for extracted groundwater? (Encotech carbon filtration system).
RESPONSE: Petroleum groundwater impacts have been documented at Parcels E2 and E3. Therefore, we would anticipate that treatment of dewatering effluent would be required for dewatering on those parcels. Also note that dewatering activities conducted on adjacent parcels may affect the migration of contaminated groundwater on the affected parcels. It is incumbent upon the contractor to demonstrate that dewatering will not cause migration of contaminated groundwater and a dewatering plan must be submitted to FDEP. The dewatering plan should propose the treatment details for FDEP approval. FDEP will make the determination if the carbon filtration system that is proposed will be sufficient. Carbon filtration is a typical treatment for petroleum impacted groundwater; however additional treatment may be necessary if other constituents are detected in the groundwater.

1.15 The geometry sheets don't list any horizontal control points or coordinates for layout. The engineer needs to have the project tied to horizontal control points and provide coordinates for everything. This is a very detailed design and needs to be staked to plan, not just made up in the field. Please provide this information.
RESPONSE: Horizontal control will be provided to the successful bidder prior to construction.

2.0 CLARIFICATIONS:

2.01 Contaminated soil may be used within the respective parcel it is excavated from, shown on the SMP and GMP Reference Map. Soil excavated or exposed from below 2'-0" within Parcel E2 and below the concrete slab within Parcel E3 are required to be covered with an "Engineering Control" as defined in the SGMP.

2.02 Excavated soil cannot be relocated from one parcel to another parcel.

2.03 Clean soil mixed with contaminated soil shall be considered contaminated.

2.04 The 90% opinion of probable cost includes line items for implementing the SGMP.

2.05 Contaminated soil can be "processed", as defined in the SGMP, and used for various purposes, such as "bedding" for underground pipes and conduit, as long as engineering controls are provided in accordance with the SGMP.

2.06 CONTRACTOR logistics for placing the site in safe condition to accommodate City Events, such as the Boat Races, is the CONTRACTOR'S responsibility and is not justification for a change order or additional compensation.

2.07 Excavated contaminated soils may remain within the same parcel until they are re-used or disposed. However, contaminated soils must be secured in such a manner as to be protected from human access (e.g. fenced) and exposure to weather or humans (securely covered with an impermeable material). The materials used to secure the soils must be regularly maintained to ensure that they do not deteriorate or move such as that soils become exposed at any time.

2.08 Soils located within a contaminated parcel must be treated as such and are therefore subject to the requirements outlined in the Soil and Groundwater Management Plan. According to the approved Soil and Groundwater Management Plan, soils may remain and be re-used within the same contaminated parcels as long as the required Engineering Control measures applicable to that parcel are implemented.

2.09 Technical Specifications Section 329300-14, Paragraph 3.14 is amended at follows:

A. Contractor is responsible for maintenance of all landscape for one (1) year from the date of Final Acceptance of each respective NTP.

2.10 The CONTRACTOR has the flexibility to bury/consolidate contaminated soil encountered or excavated within a Parcel. That is to say, the CONTRACTOR is permitted to excavate/strip the Engineering Control (2'-0" of clean soil) in Parcel E2, stockpile that clean soil within E2, raise the grades in E2 with contaminated soil from elsewhere in the Parcel and then add 2'-0" of clean fill or other Engineering Control, including the stockpiled material, on top of the contaminated soil.

2.11 Technical Specifications Section 329300-7, Paragraph 2.3, is amended at follows:

A. Granite Mulch: Free from deleterious materials and suitable as top dressing of trees and shurbs and consisting of.

1. Type: Granite. Mulch containing Calcium Carbonate or Limestone is strictly prohibited.
2. Size Range: ½" diameter, Poorly Graded containing no fines or other material that might impeded the flow/exchange of oxygen or water necessary for vigorous plant growth and health.
3. Color: light brown to tan. Contractor to provide sample to Landscape Architect for approval.

2.12 Technical Specifications Section 329300-14, Paragraph 3.9, is amended at follows:

B. Mulch backfilled surfaces of planting areas and other areas indicated.

1. Trees in Turf Areas: Apply granite mulch ring of 2-inch depth, with 36-inch (900-mm) diameter ring around trunks or stems. Do not place mulch within 2 inches of trunks or stems.

2. Granite Mulch in Grass Planting Beds: Apply 2-inch depth mulch extending 12 inches (300 mm) beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 2 inches (50.8 mm) of trunks or stems.

3.0 CONTRACT DOCUMENT CHANGES:

3.01 In addition to providing vehicular and pedestrian access to adjacent uses, CONTRACTOR shall also provide the same level of access to the boat ramp and the USCGC Ingham Floating Museum.

3.02 Amend Technical Specification Section 12300-2, 3.1, A. 1. and PROPOSAL, Page 5 of 9, NTP3 BID ADD ALTERNATE No. 1. are amended to say "north of Building 103" instead of "north to Building 103".

3.03 Technical Specification Section 012300-2, Part 3, is amended to add:

E. Add Alternate No. 4: Additional Pollution Liability Insurance.

1. The cost for an additional $3,000,000 in Pollution Liability Insurance (above and beyond the minimum $2,000,000 already required).

3.04 PROPOSAL, Page 5 of 9, is amended to include ADD ALTERNATE No. 4 to include the following: Additional cost to provide $5,000,000 in Pollution Liability Insurance.

3.05 The following attachments are included in Addendum No. 2 and are considered incorporated and part of the Contract Documents and are the CONTRACTORs responsibility to recognize and follow:

a. Cone of Silence per Section 2-773 of the City of Key West Code of Ordinance
b. Unreasonable Excessive Noise per Section 26-192 of the City of Key West Code of Ordinance
c. Maintenance of Traffic
d. Demonstration of Remediation Completion and Proposal for Removal of Deed Letter and Exhibit
e. Conditional Site Rehabilitation Completion Order (SRCO) Letter, Tables and Exhibits
f. Page 5 of 9 of the PROPOSAL

4.0 DRAWING CHANGES:

All revised and modified drawings are noted with a Delta 1 and clouded. A general description of drawing changes include the following:

4.01 Alterations to Angela Street ingress/egress and surrounding parking lots and irrigation and electrical equipment. See Civil, Electrical, Hardscape, Landscape and Irrigation Drawings.

4.02 Modified spot grades and grading at the playground area in NTP 2; see Paving, Grading & Drainage and LF-12 Drawings.

4.03 Irrigation storage tank size has increased; see Irrigation Drawings.

4.04 At the Southard Street traffic circle, the sidewalk has moved to increase area/distance between back of curb and edge of sidewalk. See Site Plan, Phasing Plan, Civil, Electrical, Hardscape, Landscape and Irrigation Drawings.

4.05 The NTP Phase Line has been adjusted to accommodate the relocated sidewalk at the Southard Street traffic circle changes within NTP 1. See Site Plan, Phasing Plan, Civil, Electrical, Hardscape, Landscape and Irrigation Drawings.

4.06 The surface under the exercise equipment, in NTP3, has been changed from concrete to poured-in-place rubberized surface. See Hardscape Paving & Finishes Drawings and Details.

4.07 NTP3 Alternate No. 1 text/description on LF-03 and LF-04 has changed as noted Item 3.02 above.

4.08 Landscape mulch specifications has been amended on LL-06 and LL-07.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

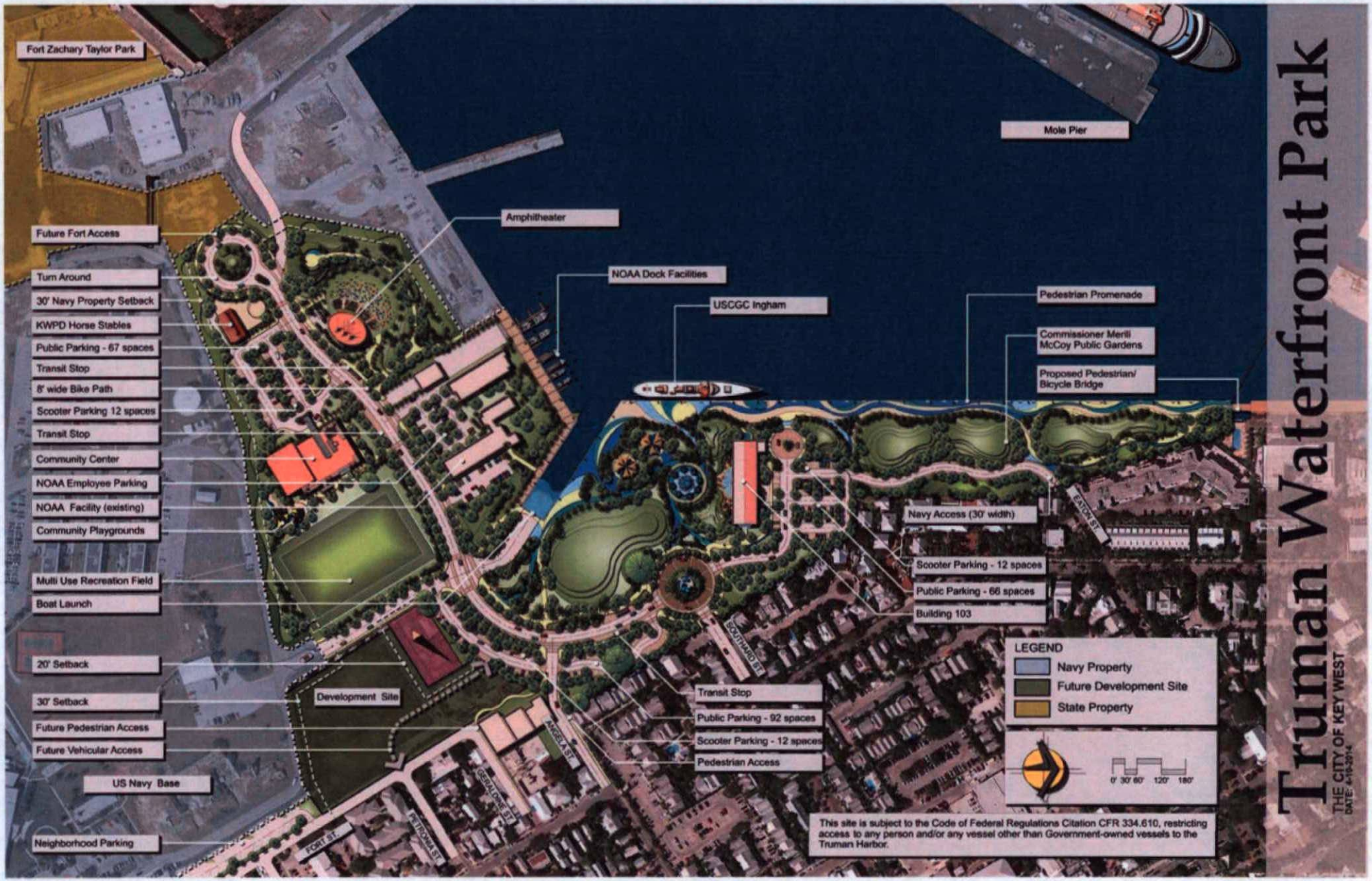
RJA

Signature

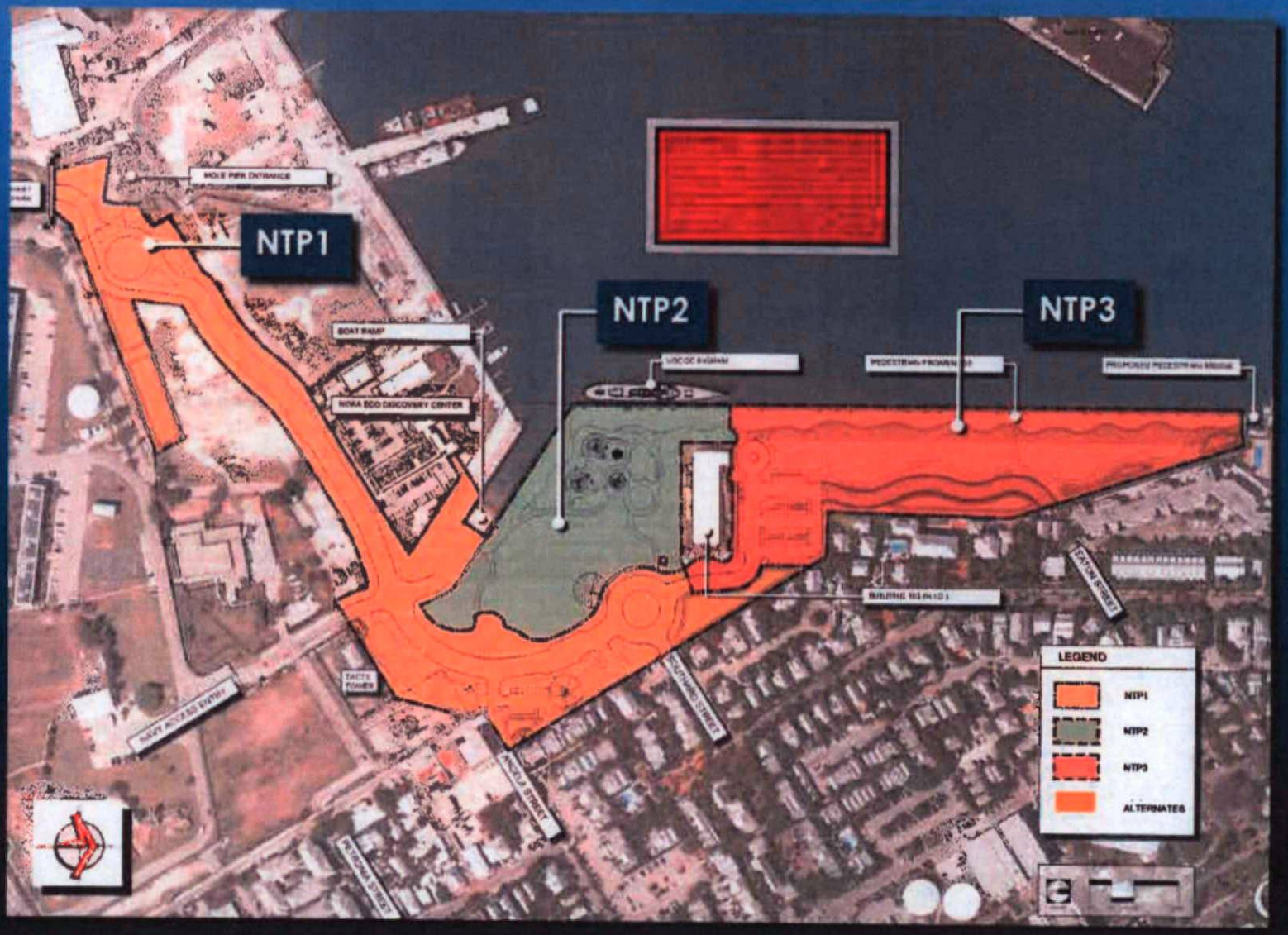
CHARLEY TOPPINO & SONS, INC.

Name of Business

CONTRACTOR Acknowledgment of Page 6 of Addenda No. 2; Initials: RJA


Truman Waterfront Park
THE CITY OF KEY WEST
DATE: 4-10-2014
Fort Zachary Taylor Park
Mole Pier
Amphitheater
Future Fort Access
Turn Around
30' Navy Property Setback
KWPD Horse Stables
Public Parking - 67 spaces
Transit Stop
8' wide Bike Path
Scooter Parking 12 spaces
Transit Stop
Community Center
NOAA Employee Parking
NOAA Facility (existing)
Community Playgrounds
Multi Use Recreation Field
Boat Launch
20' Setback
30' Setback
Future Pedestrian Access
Future Vehicular Access
US Navy Base
Neighborhood Parking
Development Site
NOAA Dock Facilities
USCGC Ingham
Pedestrian Promenade
Commissioner Merili McCoy Public Gardens
Proposed Pedestrian/ Bicycle Bridge
Navy Access (30' width)
Scooter Parking - 12 spaces
Public Parking - 66 spaces
Building 103
Transit Stop
Public Parking - 92 spaces
Scooter Parking - 12 spaces
Pedestrian Access
EATON ST.
SOUTHARD ST.
ANGELA ST.
GERALDINE ST.
PETRONIA ST.
FORT ST.
LEGEND
Navy Property
Future Development Site
State Property
0' 30' 60' 120' 180'
This site is subject to the Code of Federal Regulations Citation CFR 334.610, restricting access to any person and/or any vessel other than Government-owned vessels to the Truman Harbor.

Phasing "Notice to Proceed" Plan



RESOLUTION NO. 11-327

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING THE ATTACHED "AGREEMENT BETWEEN CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY AND BERMELLO AJAMIL AND PARTNERS, INC. FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ ENGINEERING/ARCHITECURAL/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-261, the LRA ranked the responses to RFQ No. 11-004 and authorized the City Manager to negotiate a contract with the highest-ranked company; and

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the attached "Agreement Between City of Key West Naval Properties Local Redevelopment Authority and Bermello Ajamil and Partners, Inc. for Professional Landscape Architectural/Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration is hereby approved.

Section 2: That the City Manager is hereby authorized to execute the Agreement on behalf of the LRA, upon advice and consent of the City Attorney.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 15 day of November, 2011.

Authenticated by the presiding officer and Clerk of the Authority on November 15, 2011.

Filed with the Clerk November 16, 2011.

CRAIG CATES, CHAIRMAN

ATTEST:

CHERYL SMITH, CITY CLERK

RESOLUTION NO. 12-065

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING TASK ORDER No. 1 UNDER THE "AGREEMENT BETWEEN CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY AND BERMELLO AJAMIL AND PARTNERS, INC. FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ ENGINEERING/ARCHITECURAL/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION" IN AN AMOUNT NOT TO EXCEED $413,900.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-327, the LRA awarded a contract to Bermello Ajamil and Partners, Inc. for various services related to the Truman Waterfront Upland Design and Construction Administration; and

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That Task Order No. 1 under the "Agreement Between City of Key West Naval Properties Local Redevelopment Authority and Bermello Ajamil and Partners, Inc. for Professional Landscape Architectural/Engineering/Architectural /Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration" is hereby approved in an amount not to exceed $413,900.00.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 7th day of February, 2012.

Authenticated by the presiding officer and Clerk of the Authority on February 8, 2012.

Filed with the Clerk February 8, 2012.

CRAIG CAPES, CHAIRMAN

ATTEST:

CHERYL SMITH, CITY CLERK

RESOLUTION NO. 14-095

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING TASK ORDER No. 2, FOR TRUMAN WATERFRONT DESIGN SERVICES, UNDER THE "AGREEMENT BETWEEN CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY AND BERMELLO AJAMIL AND PARTNERS, INC. FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ ENGINEERING/ ARCHITECTURAL/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION" IN AN AMOUNT NOT TO EXCEED $1,034,365.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-327, the LRA awarded a contract to Bermello Ajamil and Partners, Inc. for services related to the Truman Waterfront Upland Design and Construction Administration, and in Resolution 12-065 awarded Task Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That Task Order No. 2 for Design Services under the "Agreement Between City of Key West Naval Properties Local Redevelopment Authority and Bermello Ajamil and Partners, Inc. Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration" is

hereby approved in an amount not to exceed $1,034,365.00.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 1st day of April, 2014.

Authenticated by the presiding officer and Clerk of the Authority on April 2, 2014.

Filed with the Clerk April 2, 2014.

Chairman Craig Cates	Yes
Commissioner Terri Johnston	Yes
Commissioner Clayton Lopez	Yes
Commissioner Mark Rossi	No
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Yes

CRAIG CATES, CHAIRMAN

ATTEST:

CHERYL SMITH, CITY CLERK