

RESOLUTION NO. 13-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID #13-006, SMATHERS AND REST BEACH RENOURISHMENT TO DICKERSON FLORIDA, INC. IN AN AMOUNT NOT TO EXCEED \$1,029,891.45; AUTHORIZING NECESSARY BUDGET TRANSFERS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That ITB #13-006, Smathers and Rest Beach Renourishment Project, is hereby awarded to Dickerson Florida, Inc. in an amount not to exceed \$1,029,891.45.

Section 2: That a necessary budget transfer from Operating Reserves, #103-1900-519-98-03 to the Smathers Beach project #103-1900-519-46/EN1201, in the amount of \$64,100.00 is approved.

Section 3: That the City Manager is authorized to execute a contact in conformance with the bid documents upon the advice and consent of the City Attorney.

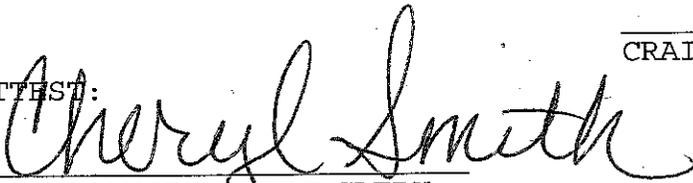
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 18 day of June, 2013.

Authenticated by the presiding officer and Clerk of the Commission on June 19, 2013.

Filed with the Clerk June 19, 2013.

ATTEST:



CHERYL SMITH, CITY CLERK



CRAIG CATES, MAYOR



THE CITY OF KEY WEST
3140 Flagler Ave Key West, FL 33040 (305) 809-3700

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager

FROM: Janet Muccino, Project Manager

CC: David Fernandez, Asst. City Manager
Mark Finigan, Asst. City Manager
Doug Bradshaw, Senior Project Manager

DATE: May 17, 2013

SUBJECT: Resolution approving the award and the City Manager's execution of the contract for Beach Renourishment to Dickerson Florida, Inc. in the amount of \$1,029,891.45 and approve necessary budget transfers.

ACTION STATEMENT:

This Resolution will award the Smathers & Rest Beach Renourishments to Dickerson Florida, Inc. for the placement of permit specified of sand in the amount of \$1,029,891.45, approve the City Manager executing the contract, and approve necessary budget transfers.

BACKGROUND:

In 2011 the City renourished 2,000 feet of the 3,000 foot Smathers Beach with the permitted amount of 17,500 tons of sand. Due to the 5 year permitting timeframe and ongoing erosion, the 17,500 tons was not enough sand to fully renourish the beach. This project will place and additional 6,033 tons on the easterly 1,000 feet of Smathers beach. The City has received an Army Corps permit modification of the 2011 permit and is expecting a FDEP permit in May.

Rest beach has not been renourished since 1996 and requires 10,350 tons. The City expects to receive the Joint Coastal Permit (JCP) in May. No work can begin for either beach until the permits are received.

The City issued ITB #13-006 for Smathers & Rest Beach Renourishments and received three (3) bids on May 08, 2013; Dickerson was the low bid at \$1,029,891.45.

1. Charley Toppino & Sons. Inc. (CTS),	\$1,199,121.48
2. D.N. Higgins	\$1,077,072.75
3. Dickerson Florida, Inc. (Dickerson)	\$1,029,891.45

Key to the Caribbean – Average yearly temperature 77° F.

20130517
 EXECUTIVE SUMMARY

FINANCIAL IMPACT:

Smathers Beach: The current budget for sand placement is \$329,150 which is funded 50/50 by the City of Key West and TDC. The bid for sand placement is \$393,249. A budget transfer from 103-1900-519.98-03 Operating Reserves to 103-1900-519.46 / EN 1201 for \$64,100 is needed to fully fund sand placement.

Total project cost including design & permitting (\$39,640), construction (\$393,150) and, Task Order # 14 for CEI and four years of monitoring (\$193,609) is estimated at \$632,609 of which TDC is funding \$187,500.

Rest Beach: The current budget for sand placement is \$856,433 which is funded 50/50 by the City of Key West and TDC. The bid for Rest is \$587,600 which is under the budget by \$268,833. However, since the City has not maintained or renourished the beach since 1996, FDEP will require mitigation which is estimated at \$400,000 plus 4 years monitoring estimated at \$100,000. The City is working with TDC to allow the excess funds (\$268,833) from construction to go towards the mitigation.

Total project cost including design & permitting (\$87,000), construction (\$587,600) Task Order 15 for CEI & four years of monitoring (\$171,150) and mitigation & monitoring (\$500,000) is estimated at \$1,345,750 of which TDC is funding up to \$452,000 through two grants.

PURPOSE & JUSTIFICATION:

Maintenance and enhancement of the physical environment of Key West and its near shore waters is one of the city's strategic priorities. Periodic renourishment of Smathers & Rest Beach will extend the useful life and maintain the integrity of the beach. Locals and tourists alike will benefit from the renourishment of the beach.

OPTIONS:

Option # 1 Approve the award of the Smathers & Rest Beach Renourishment to Dickerson for the placement of sand in the amount of \$1,029,891.45, allow City Manager to execute the contract and approve any necessary budget transfers. The advantage to awarding the contract to Dickerson is that the contractor has performed beach renourishments projects and received good reviews from their references. Also all beach work must be completed and submitted for reimbursement to TDC by September 30, 2013. Any delays in construction will jeopardize the TDC grant reimbursements.

Option # 2 The City Commission can choose not to move forward with the renourishment project. This is not recommended by staff. The beach is an important component of our tourism industry, home to not only swimmers, but water sports, sunbathers, and weddings. The Key West beaches are promoted and funded by the TDC and having less than fully nourished and maintained beaches is a disservice to citizens & tourists alike. Smaller hotels, motels, guest house and inns all rely on beaches for guest recreation as they do not have their own beaches.

RECOMMENDATION:

Approve the award of the Smathers & Rest Beach Renourishments to Dickerson in the amount of \$1,029,891.45, and authorize City Manager to execute the contract and approve any necessary budget transfers.

City of Key West
BUDGET TRANSFER

Account No./Project No.	Current Budget <i>Finance Use Only</i>	Increase to nearest whole dollar	Decrease to nearest whole dollar	Revised Budget <i>Finance Use Only</i>
103-1900-519.98-03	654,984		64,100	590,884
103-1900-519.46-00 / EN1201	335,360	64,100		399,460
TOTALS:	<u>990,344</u>	<u>64,100</u>	<u>64,100</u>	<u>990,344</u>

Justification: Res # _____ Fully fund project EN1201 Smathers Sand Placement from Fund 103

Operating Reserves _____

Authorized Signatures

Department Head: _____ **Date:** _____

Budget Analyst: _____ **Date:** _____

Finance Director: _____ **Date:** _____
(up to \$5,000 w/in category w/in fund)

City Manager: _____ **Date:** _____
(all w/in category w/in fund; all uses of CM contingency;
up to \$20,000 among categories w/in fund)

City Commission Approval Required? Yes _____ No _____

Finance Use Only	Entered by: _____
Total Items: _____	Date: _____
Group No.: _____	
Acct. Balance Verified: _____	

PROPOSAL

TO: CITY OF KEY WEST
ADDRESS: 3126 FLAGLER AVENUE
KEY WEST, FLORIDA 33041
PROJECT TITLE: SMATHERS & REST BEACH RENOURISHMENTS
ITB #13-006

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

Company Name: Dickerson Florida, Inc.

Contact Name & Telephone #: Larry T. Dale (772) 429-4456

Email Address: ldale@dfifl.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.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data that he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within ten (10) days 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 evidence of holding the required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within five (5) calendar days after the date of the Notice to Proceed. The contractor can expect work to occur during turtle nesting season which begins on April 15, 2013. No sand can be placed on the beaches before a turtle nesting survey has been conducted each morning by qualified personnel (e.g., Save-A-Turtle volunteers). Sand may be allowed to be placed at staging areas on the beaches if secured with proper silt fencing and approved by permitting agencies. Contractors need to submit a construction plan (including, but not limited to; staging plan, MOT, equipment, and work schedule) with the bid for approval. Project is expected to be completed within 60 days.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by the Contract within the time limit or extended time limit agreed upon in that Contract, 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 authorized under the Contract Documents, until the work shall have been satisfactorily completed as provided in the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No. 1 , _____ ,

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

SALES AND USE TAX

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

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices 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. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

BID FORM

Item Quantity Unit Unit price (Fig) Unit price (Words) Extended Total Amt.

SMATHERS BEACH:

PAYMENT AND PERFORMANCE BONDS

1. Payment & Performance Bonds Per / \$1,000 worth of Construction

1 LS \$ 3,500.00 three thousand five hundred dollars and no cents \$ 3,500.00

2. MOBILIZATION AND DEMOBILIZATION

1 LS \$ 32,000.00 thirty two thousand dollars and no cents \$ 32,000.00

3. M.O.T., (paid 25%, then on percentage of completion)

1 LS \$ 25,000.00 twenty five thousand dollars and no cents \$ 25,000.00

**4. PURCHASE, DELIVERY & PLACEMENT OF SAND ON SMATHERS BEACH
(sand must fill design template)**

6,033 TON \$ 53.00 fifty three dollars and no cents \$ 319,749.00

5. TURBIDITY BARRIERS

1,000 LF \$ 8.00 eight dollars and no cents \$ 8,000.00

6. BEACH TILLING

1,000 LF \$ 5.00 five dollars and no cents \$ 5,000.00

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit price (Fig)</u>	<u>Unit price (Words)</u>	<u>Extended Total Amt.</u>
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REST BEACH

PAYMENT AND PERFORMANCE BONDS

7. Payment & Performance Bonds Per / \$1,000 worth of Construction

1	LS	\$ <u>4,000.00</u>	four thousand dollars and no cents	\$ <u>4,000.00</u>
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8. MOBILIZATION AND DEMOBILIZATION

1	LS	\$ <u>32,000.00</u>	thirty two thousand dollars and no cents	\$ <u>32,000.00</u>
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9. M.O.T., (paid 25%, then on percentage of completion)

1	LS	\$ <u>25,000.00</u>	twenty five thousand dollars and no cents	\$ <u>25,000.00</u>
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10. PURCHASE, DELIVERY & PLACEMENT OF SAND ON REST BEACH
(sand must fill design template)

10,350	TONS	\$ <u>50.00</u>	fifty dollars and no cents	\$ <u>517,500.00</u>
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11. TURBIDITY BARRIERS

700	LF	\$ <u>8.00</u>	eight dollars and no cents	\$ <u>5600.00</u>
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12. BEACH TILLING

700	LF	\$ <u>5.00</u>	five dollars and no cents	\$ <u>3500.00</u>
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13. ALLOWANCE (ADD 5% OF BASE BID)

1	LS	\$ <u>49,042.45</u>	forty nine thousand forty two dollars and forty five cents	\$ <u>49,042.45</u>
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<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit price (Fig)</u>	<u>Unit price (Words)</u>	<u>Extended Total Amt.</u>
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*** DUE TO POSSIBLE DELAY IN PERMITTING OF REST BEACH CONTRACTOR SHALL AGREE TO HOLD PRICING FOR 6 MONTHS FROM DATE OF PROPOSAL**

BASE BID * TOTAL OF ALL UNIT PRICE ITEMS LISTED ABOVE (1 - 13)

Total of extended unit price items, BASE BID: \$ 1,029,891.45
one million twenty nine thousand
eight hundred ninety one Dollars forty five Cents
 (Amount written in words has precedence)

NOTE: THE ABOVE BASE BID* WILL BE THE BASIS FOR EVALUATING LOW BIDDER AND THE BASIS OF AWARD.

ADD / ALT

14. SOUTH BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND
 (includes all costs associated with additional work, i.e. bonds & M.O.T., etc.)

1,100 TONS \$ 55.00 fifty five
dollars and \$ 60,500.00
no cents

15. DOG BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND
 (includes all costs associated with additional work, i.e. bonds & M.O.T., etc.)

112 TONS \$ 57.00 fifty seven
dollars and \$ 6384.00
no cents

TOTAL OF UNIT PRICE ITEMS 14 & 15

Total of extended unit price items: \$ 66,884.00
sixty six thousand eight hundred
eighty four Dollars no cents Cents
 (Amount written in words has precedence)

Company Info: Dickerson Florida, Inc.

Project Title: Smathers & Rest Beach Renourishments ITB#13-006

Sand Source

****Stewart Mining Industries – Stewart Mine, located at 2301 Edwards Grove Road,
Immokalee, Florida. 34142**

DUNKELBERGER ENGINEERING & TESTING, INC.

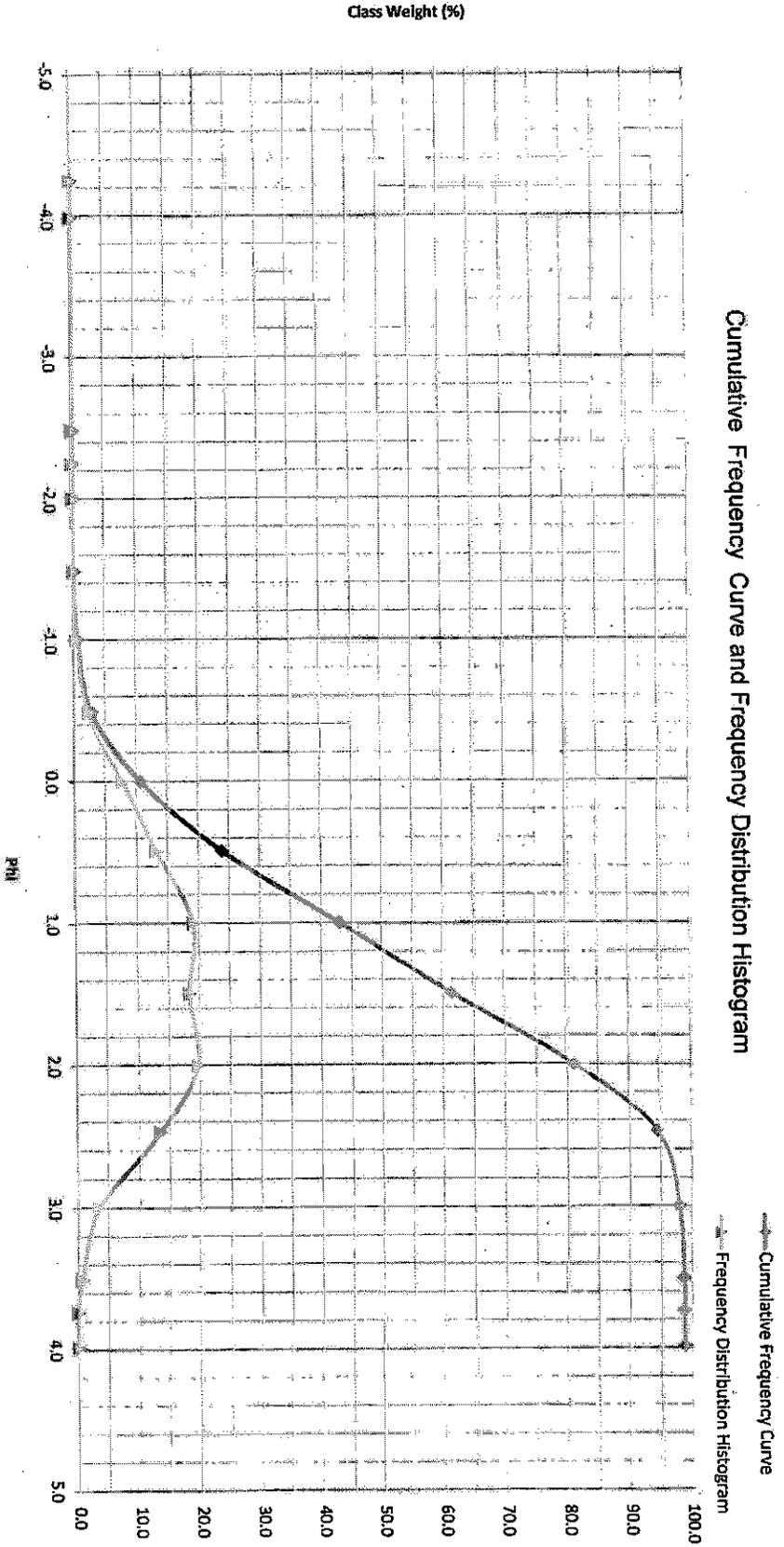
Geotechnical-Materials Testing-Inspection-Environmental

Beach Sand Sample Sieve Analysis Testing Results - Sample No. 2 Smathers Beach

US Sieves No.	Aperture (mm)	Phi	Ind. Retained %	Retained %	Passing %	Sieve Weight (g)
3/4"	19.05	-4.3	0.0	0.0	100.0	0.0
5/8"	15.875	-4.0	0.0	0.0	100.0	0.0
#3.5	5.6	-2.5	0.0	0.0	100.0	0.0
No.4	4.75	-2.2	0.0	0.0	100.0	0.0
NO.5	4	-2.0	0.0	0.0	100.0	0.0
No.7	2.8	-1.5	0.1	0.1	99.9	0.3
No.10	2	-1.0	0.5	0.6	99.4	2.5
No.14	1.4	-0.5	2.3	2.9	97.1	12.0
No.18	1	0.0	7.8	10.7	89.3	44.1
No.25	0.71	0.5	13.1	23.9	76.1	98.1
No.35	0.5	1.0	19.1	43.0	57.0	176.5
No.45	0.355	1.5	18.4	61.3	38.7	251.9
No.60	0.25	2.0	19.7	81.0	19.0	332.8
No.80	0.18	2.5	13.5	94.5	5.5	388.3
No.120	0.125	3.0	3.6	98.1	1.9	402.9
No.170	0.088	3.5	0.7	98.8	1.2	405.7
No.200	0.075	3.7	0.0	98.8	1.2	405.9
No.230	0.063	4.0	0.1	98.9	1.1	406.2
Pan						406.2

Total Sample Weight 410.7 Grams

Cumulative Frequency Curve and Frequency Distribution Histogram



Project Name : <u>Smathers Beach Fill Materials</u>		Project No. : <u>PSL-12-3493</u>		Report Date: <u>5/7/2013</u>				
Sample No. : <u>No.2 (12103)</u>		Sample No. : <u>No.2 (12103)</u>		Sample Date: <u>5/6/2013</u>				
Munsell Color Value	Moisture Content (%)	Carbonate content (%)	Effective (d10)*	Cu*	Silt Content (%)	Median (D50)	Sorting (φ)	D _{max} (mm)
Dry - 2.5Y 8/1 White	4.20	N/A	0.20	3.25	1.10	0.44	0.90	0.45
Moist - 2.5Y - 7/1 White								

* Effective (d10) = Effective Grain Size; Cu= Uniformity Coefficient

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: no subcontractors

Portion of Work: _____

Name: _____

Address: _____

SURETY

Surety Agency, LLC _____ whose address is
552B New Haw Creek Rd. , Asheville , NC , 28801
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Dickerson Florida, Inc. _____ doing business at
3122 North 25th St. , Ft. Pierce , FL , 34946
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 Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
Larry T. Dale	President
Charles H. Cameron	Vice President/Secretary/Treasurer

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2013

Signature of Bidder

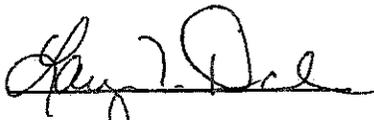
Title

If Corporation

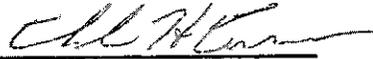
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 8th day of May 2013

(SEAL)

Dickerson Florida, Inc.
Name of Corporation

By 

Title President

Attest 
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years.

(List similar projects, with types, names of clients, construction costs, and references with phone numbers. Use additional sheets if necessary.)

Emergency Dune Restoration (Martin County) effective date of contract
March 9, 2012 - March 8, 2014
Contact: Kathy Fitzpatrick, Coastal Engineer (772) 288-5429
Cost to date: \$457,173

Emergency Dune Repair (St. Lucie County)
Completed 3/31/06
Contract Amount: \$4,355,200
Contact: Mike Powley, P.E. (772) 462-1707

CR 707 North (Indian River Drive) Emergency Repair
FDOT (Managed by St. Lucie County)
Completed 9/30/05
Contract Amount: \$10,103,994
Contact: Mike Powley, P.E. (772) 462-1707

FPL Dune Replacement
Completed March 31, 2013
Contract Amount \$1,610,000
Contact: Joy Graybush - Contracts Agent (772) 467-7559

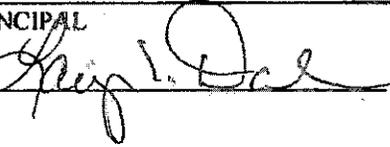
Sebastian Inlet - Winter 2011/2012 Sand Bypassing Dredging Event
Completed January 2012
Contract Amount \$1,373,946.90
Contact: Marty Smithson, Sebastian Inlet District Administrator
(321) 724-5175

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 8th day of May, 2013.

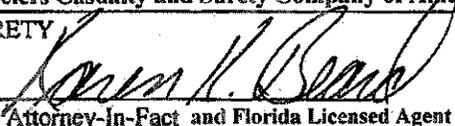
Dickerson Florida, Inc.

PRINCIPAL

By: 

Travelers Casualty and Surety Company of America

SURETY

By: 

Karen K. Beard, Attorney-In-Fact and Florida Licensed Agent



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. 223206

Certificate No. 004935355

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

Karen K. Beard

of the City of Asheville, State of North Carolina, 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 22nd day of June 2012

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: [Signature]
George W. Thompson, Senior Vice President

On this the 22nd day of June 2012, before me personally appeared George W. Thompson, 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.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of 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 8th day of May, 2013

Kevin E. Hughes
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.

**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 OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB #13-006 for
City of Key West

2. This sworn statement is submitted by Dickerson Florida, Inc.
(Name of entity submitting sworn statement)

whose business address is 3122 North 25th St., Ft. Pierce, FL 34946
and (if applicable) its Federal
Employer Identification Number (FEIN) is 56-1327509 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Larry T. Dale and my relationship to
(Please print name of individual signing)

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 entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a 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 a 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.)

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.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

Larry T. Dale
(Signature)
May 8, 2013
(Date)

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Larry T. Dale who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 8th day of May, 2013.

Antoinette Peterson 9/29/2014
My commission expires:
NOTARY PUBLIC



ANTOINETTE PETERSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE026292
Expires 9/29/2014

**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 _____

Phone: _____

Current Local Address: _____
(P.O Box numbers may not be used to establish status)

Fax: _____

Length of time at this address _____

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

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

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

or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

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

Title or Rank

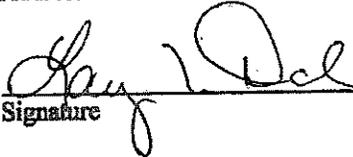
INDEMNIFICATION

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

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

CONTRACTOR: Dickerson Florida, Inc. SEAL:

3122 North 25th St., Ft. Pierce, FL 34946
Address


Signature

Larry T. Dale
Print Name

President
Title

DATE: May 8, 2013

BIDDER'S CHECKLIST

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

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

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	DICKERSON FLORIDA, INC.	CtlNbr:0022726
Location Addr	3122 N 25TH ST	
Lic NBR/Class	13-00028055 CONTRACTOR - CERT GENERAL CONTRACTOR	
Issue Date:	May 03, 2013	Expiration Date:September 30, 2013
License Fee	\$129.06	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$0.00	
Comments:		

This document must be prominently displayed.

DICKERSON FLORIDA, INC.

DICKERSON FLORIDA, INC.
P.O. BOX 910

FT PIERCE FL 34946

AC# 6147303

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12053101639

THIS DOCUMENT HAS A COLORED BACKGROUND ON MICROFILMING - LINES MARK PATENTED PAPER

DATE	BATCH NUMBER	LICENSE NBR
05/31/2012	118195367	CGC060797

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS,
Expiration date: AUG 31, 2014

DALE, LARRY THOMAS
DICKERSON FLORIDA INC
3122 N 25 STREET
FT PIERCE FL 34946

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3867

**ADDENDUM # 1
SMATHERS & REST BEACH RENOURISHMENTS /ITB # 13-006**

May 2, 2013

To All Bidders,

The following is hereby made a part of Project:

SMATHERS & REST BEACH RENOURISHMENTS /ITB # 13-006, as fully as completely as if the same were fully set forth therein:

1. Bidders are required to submit the name & location of the mine they propose to use as a sand source.
2. No sand sample need be submitted with the bid packet.

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


Signature

DICKERSON FLORIDA, INC.

Name of Business

PROPOSAL

TO: CITY OF KEY WEST
ADDRESS: 3126 FLAGLER AVENUE
KEY WEST, FLORIDA 33041
PROJECT TITLE: SMATHERS & REST BEACH RENOURISHMENTS
ITB #13-006

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.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data that he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within ten (10) days 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 evidence of holding the required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within five (5) calendar days after the date of the Notice to Proceed. The contractor can expect work to occur during turtle nesting season which begins on April 15, 2013. No sand can be placed on the beaches before a turtle nesting survey has been conducted each morning by qualified personnel (e.g., Save-A-Turtle volunteers). Sand may be allowed to be placed at staging areas on the beaches if secured with proper silt fencing and approved by permitting agencies. Contractors need to submit a construction plan (including, but not limited to; staging plan, MOT, equipment, and work schedule) with the bid for approval. Project is expected to be completed within 60 days.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by the Contract within the time limit or extended time limit agreed upon in that Contract, 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 authorized under the Contract Documents, until the work shall have been satisfactorily completed as provided in the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No. 1, _____,

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

SALES AND USE TAX

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

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices 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. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

BID FORM

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit price (Fig)</u>	<u>Unit price (Words)</u>	<u>Extended Total Amt.</u>
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SMATHERS BEACH:

PAYMENT AND PERFORMANCE BONDS

1.	Payment & Performance Bonds Per / \$1,000 worth of Construction				
				TEN THOUSAND, SIX HUNDRED FORTY EIGHT & 15/100	
	1	LS	\$ 10,648.15		\$ 10,648.15

2.	<u>MOBILIZATION AND DEMOBILIZATION</u>				
				EIGHTEEN THOUSAND, ONE HUNDRED TWENTY FIVE & 00/100	
	1	LS	\$ 18,125.00		\$ 18,125.00

3.	M.O.T., (paid 25%, then on percentage of completion)				
				FOUR THOUSAND, NINE HUNDRED THIRTY SEVEN & 50/100	
	1	LS	\$ 4,937.50		\$ 4,937.50

4.	PURCHASE, DELIVERY & PLACEMENT OF SAND ON SMATHERS BEACH (sand must fill design template)				
				SIXTY TWO & 84/100	
	6,033	TON	\$ 62.84		\$ 379,113.72

5.	TURBIDITY BARRIERS				
				TEN & 00/100	
	1,000	LF	\$ 10.00		\$ 10,000.00

6.	BEACH TILLING				
				THIRTEEN & 75/100	
	1,000	LF	\$ 13.75		\$ 13,750.00

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit price (Fig)</u>	<u>Unit price (Words)</u>	<u>Extended Total Amt.</u>
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REST BEACH

PAYMENT AND PERFORMANCE BONDS

7. Payment & Performance Bonds Per / \$1,000 worth of Construction				SEVENTEEN THOUSAND TWO HUNDRED SIX & 03/100	
	1	LS	\$ 17,206.03		\$ 17,206.03

8. <u>MOBILIZATION AND DEMOBILIZATION</u>				TWENTY FIVE THOUSAND SIX HUNDRED SEVENTY FIVE & 00/100	
	1	LS	\$ 25,675.00		\$ 25,675.00

9. M.O.T., (paid 25%, then on percentage of completion)				NINE THOUSAND THREE HUNDRED TWELVE & 50/100	
	1	LS	\$ 9,312.50		\$ 9,312.50

10. PURCHASE, DELIVERY & PLACEMENT OF SAND ON REST BEACH (sand must fill design template)				SIXTY ONE & 51/ 100	
	10,350	TONS	\$ 61.51		\$ 636,628.50

11. TURBIDITY BARRIERS				TEN & 00/100	
	700	LF	\$ 10.00		\$ 7,000.00

12. BEACH TILLING				THIRTEEN & 75/100	
	700	LF	\$ 13.75		\$ 9,625.00

13. ALLOWANCE (ADD 5% OF BASE BID)				FIFTY SEVEN THOUSAND ONE HUNDRED & 08/100	
	1	LS	\$ 57,100.08		\$ 57,100.08

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit price (Fig)</u>	<u>Unit price (Words)</u>	<u>Extended Total Amt.</u>
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*** DUE TO POSSIBLE DELAY IN PERMITTING OF REST BEACH CONTRACTOR SHALL AGREE TO HOLD PRICING FOR 6 MONTHS FROM DATE OF PROPOSAL**

BASE BID * TOTAL OF ALL UNIT PRICE ITEMS LISTED ABOVE (1 – 13)

Total of extended unit price items, BASE BID: \$ 1,199,121.48

ONE MILLION, ONE HUNDRED NINETY NINE THOUSAND
ONE HUNDRED TWENTY ONE

Dollars FORTY EIGHT Cents

(Amount written in words has precedence)

NOTE: THE ABOVE BASE BID* WILL BE THE BASIS FOR EVALUATING LOW BIDDER AND THE BASIS OF AWARD.

ADD / ALT

14. SOUTH BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND
(includes all costs associated with additional work, i.e. bonds & M.O.T., etc.)

			SEVENTY FIVE & 00/100	
1,100 TONS	\$	<u>75.00</u>		\$ <u>82,500.00</u>

15. DOG BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND
(includes all costs associated with additional work, i.e. bonds & M.O.T., etc.)

			ONE HUNDRED & 00/100	
112 TONS	\$	<u>100.00</u>		\$ <u>11,200.00</u>

TOTAL OF UNIT PRICE ITEMS 14 & 15

Total of extended unit price items: \$ 93,700.00

NINETY THREE THOUSAND, SEVEN HUNDRED

Dollars ZERO Cents

(Amount written in words has precedence)

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:

Portion of Work: NONE

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 2013

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 5 day of MAY, 2013

(SEAL)

CHARLEY TOPPINO & SONS, INC.....

Name of Corporation

By _____

Title PRESIDENT

Attest _____

Secretary

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 30th day of April, 2013.

Charley Toppino & Sons, Inc.

PRINCIPAL

By: Frank A. Toppino

The Hanover Insurance Company

SURETY

By: [Signature]
Attorney-In-Fact & FL Resident Agent - William L. Parker

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

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Charles C. Ball, Heana M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker

of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28th day of November 2011.

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

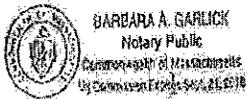


Robert Thomas
Robert Thomas, Vice President

Mary Fitzgerald
Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 28th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 30th day of April 2013.

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

John Margosian
John Margosian, Vice President

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

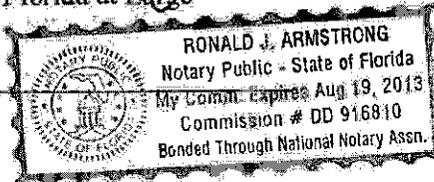
By: [Signature]

Sworn and subscribed before me this

5 day of MAY, 2013.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



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

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

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB # 13-006 for SMATHERS & REST BEACH RENOURISHMENTS

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 and my relationship to
(Please print name of individual signing)
PRESIDENT
the entity named above is _____

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of t 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 a 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.)

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.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

(Signature)

MAY 5, 2013

(Date)

STATE OF FL

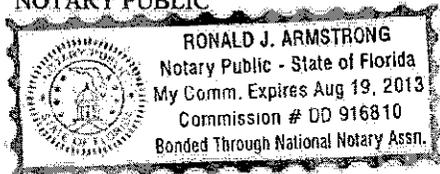
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 5 day of MAY, 2013.

My commission expires:
NOTARY PUBLIC



Ronald J. Armstrong

**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: Fax: 305 296-5189
(P.O Box numbers may not be used to establish status)

2011 FLAGLER AVE. KEY WEST, FL 33040

Length of time at this address

5-5-2013

Signature of Authorized Representative

Date

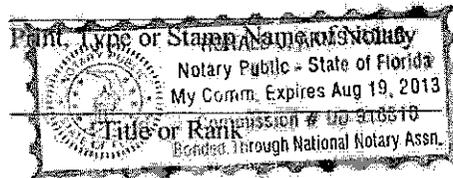
STATE OF FL
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 5 day of MAY, 2013.
By FRANK P. TOPPINO of CHARLEY TOPPINO & SONS, INC.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced _____ as identification
(type of identification)

Ronald J. Armstrong
Signature of Notary

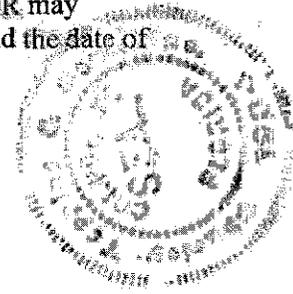
Return Completed form with
Supporting documents to:
City of Key West Purchasing



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 33040

Address

Frank P. Toppino

Signature

FRANK P. TOPPINO

Print Name

PRESIDENT

Title

DATE: MAY 5, 2013

BIDDER'S CHECKLIST

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

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

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. 8 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

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

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

PROJECTS:

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

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

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

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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

PROJECTS:

MERIDIAN WEST APARTMENTS	\$1,700,000	BOND	YES
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7.) HEERY INTERNATIONAL
1625 DENNIS STREET
KEY WEST, FL 33040
305 293-3008

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

PROJECTS:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

13. BRPH
3275 SUNTREE BLVD
MELBOURNE, FL 32940

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

PROJECTS:

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

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

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

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

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

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

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

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

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

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

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

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

OHIO BAHIA HONDA BRIDGE REPAIR:	\$837,700.00	BOND YES
HERITAGE TRAILS: KEY HAVEN TO BIG COPPITT	\$1,984,000	BOND YES
HERITAGE TRAIL: SUGARLOAF SEGMENT	\$ 255,000	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
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19. DORADO/CONQUISTADOR
541 N. PALMATTO AVE.
SUITE 104
SANFORD, FL 32771
407 688-0600

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

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

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
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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.

FLAGLER'S VILLAGE	\$956,445.00	BOND YES
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22. GENERAL ASPHALT
4950 NW 172 AVE
MIAMI, FL 33166
(305) 592-3480

SCOPE OF WORK: EXCAVATION, CLEAR / GRUBBING, ROAD BASE.

SUGARLOAF SEGMENT US # 1	\$401,598.22	BOND NO
SHARK KEY WEST US # 1	\$61,320.86	BOND NO

AC# 5657834

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L11072600819

DATE	BATCH NUMBER	LICENSE NBR
07/26/2011	110016824	RG0045369

The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2013
(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

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

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 13-00017557 CONTRACTOR REG ENGINEERING I
Issue Date: October 02, 2012 Expiration Date: September 30, 2013
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

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

Oper: CWBKER Type: OC Drawer: 1
Date: 10/02/12 55 Receipt no: 499
2013 17557
OR LIC OCCUPATIO 1 \$309.75
Trans number: 2831978
OR CWBKER 56948 \$309.75
Trans date: 10/02/12 Time: 8:47:00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name CHARLEY TOPPINO & S (FRANK RG) CtlNbr:0005344
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 13-00023997 CONTRACTOR - REG GENERAL
Issue Date: October 02, 2012 Expiration Date: September 30, 2013
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & S (FRANK RG)
POB 787

KEY WEST FL 33041

FRANK P. TOPPINO

Count: FRANK P. TOPPINO Type: OC: Drawer: 1
Date: 10/02/12 55 Receipt no: 495
PRIX 23997
OR LIC OCCUPATIO 1 \$309.75
Trans number: 2831974
CK CHECK 56946 \$309.75

Trans date: 10/02/12 Time: 8:46:04

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 CtINbr:0010428
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 13-00023996 CONTRACTOR - REG ENGINEERING I
Issue Date: October 01, 2012 Expiration Date: September 30, 2013
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

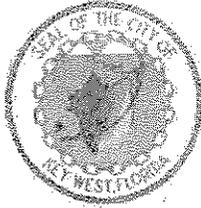
This document must be prominently displayed.

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

CHARLEY TOPPINO & SONS, INC.

Client: CHALKER Type: DC Drawer: 1
Date: 10/02/12 54 Receipt no: 340
2013 23996
OR LIC OCCUPATIO 1 \$309.75
Trans numbers: 2831811
CK CHECK 6945 \$309.75

Trans date: 10/02/12 Time: 8:17:11



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3867

**ADDENDUM # 1
SMATHERS & REST BEACH RENOURISHMENTS /ITB # 13-006**

May 2, 2013

To All Bidders,

The following is hereby made a part of Project:

SMATHERS & REST BEACH RENOURISHMENTS /ITB # 13-006, as fully as completely as if the same were fully set forth therein:

1. **Bidders are required to submit the name & location of the mine they propose to use as a sand source.**
2. **No sand sample need be submitted with the bid packet.**

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

A handwritten signature in black ink, appearing to read "R. Toppino", written over a horizontal line.

Signature

CHARLEY TOPPINO & SONS, INC.

Name of Business

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787 KEY WEST, FLORIDA 33041 (305) 296-5606 FAX (305) 296-5189

CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FL 33041

May 7, 2013

SUBJECT: SAND SOURCE FOR SMATHERS & REST BEACH RENOURISHMENTS
ITB # 13-006

TO WHOM IT MAN CONCERN;

Per Addendum # 1 for the Smathers & Rest Beach Renourishments, ITB # 13-006, CHARLEY TOPPINO & SONS, INC. source for the sand will be CEMEX: Davenport Sand Mine.

If you have any further questions please advise.

Sincerely:
CHARLEY TOPPINO & SONS, INC.



RONALD J. ARMSTRONG
PROJECT MANAGER

AN EQUAL OPPORTUNITY EMPLOYER



\$379,300,000

Florida Department of Transportation

ROCK SCOTT
GOVERNOR

605 Sawannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 2, 2013

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2014. However, the new application is due 4/30/2014.

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

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.dot.state.fl.us/ContractorPreQualification/>

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

FDOT APPROVED WORK CLASSES:

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

FDOT APPROVED SPECIALITY CLASSES OF WORK:

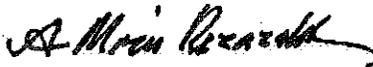
UNDERGROUND UTILITIES, SIDEWALKS CONCRETE CURB.

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: GUARDRAIL.

CHARLEY TOPPINO & SONS, INC.
May 2, 2013
Page two

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

Sincerely,



JM Juanita Moore, Manager
Contracts Administration Office

JM:cj

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
NOTICE OF ADMINISTRATIVE HEARING RIGHTS

225-B20-01
GENERAL COUNSEL
3/20/2012

This is to inform you that you have the right to challenge the action of the Department of Transportation ("Department") described in the attached Notice of Intent. If you wish to challenge the Department's action, you may request an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. An administrative hearing is similar to a trial and is held before an Administrative Law Judge. You must deliver your request by 5:00 p.m. no later than 10 days after you received the Notice of Intent and Notice of Administrative Hearing Rights to:

Clerk of Agency Proceedings
Department of Transportation
Haydon Burns Building
805 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458
Facsimile: (850) 414-6264

If you disagree with the facts stated in the attached Notice of Intent, you may request a formal administrative hearing under Section 120.57(1), Florida Statutes. At a formal hearing, you may call witnesses, admit documents into evidence, present arguments on all issues involved, and question witnesses called by the Department or object to the Department's evidence.

If you agree with the facts stated in the Notice of Intent, you may request an informal administrative hearing under Section 120.57(2), Florida Statutes. At an informal hearing, you may present your argument or a written statement for consideration by the Department.

Your request for an administrative hearing must meet the requirements of Rule 28-106.201 or Rule 28-106.301, Florida Administrative Code, depending on whether you request a formal or informal hearing. If you request a hearing to challenge the Department's action, your written request must be legible and prepared on 8 1/2 by 11 inch white paper and contain all of the following:

1. Your name, address, telephone number, and email address and the name, address, and telephone number of your representative if you have one. You may be represented by a lawyer or a non-lawyer or you may represent yourself.
2. The Department's file number or identification number, if known (including a copy of the Department's Notice of Intent would be sufficient);
3. When and how you received the Department's Notice of Intent;
4. An explanation of how your rights or interests will be affected by the Department's action described in the Notice of Intent;
5. All of the facts in the Notice of Intent with which you disagree. If you do not disagree with any of the facts stated in the Notice of Intent, you must say so;
6. The facts you believe justify a change to the Department's action;
7. The rules or statutes you believe justify a change to the Department's action;
8. An explanation of how the facts relate to those rules and statutes on which you are relying; and
9. The relief you request and the action you wish the Department to take or refrain from taking.

The Department will dismiss your request for an administrative hearing if it does not meet these requirements. If you have not submitted your request to the Clerk of Agency Proceedings by the deadline above, your request will be denied, you will not be entitled to a hearing, and the Department's action will be final.

If you timely request a hearing, mediation, where you and the Department try to resolve the matter by agreement without a hearing, may be available. If no agreement is reached through mediation, you will have the same right to a hearing if one has been requested.

If you have any questions, comments, or concerns about requesting a hearing, you may contact the Clerk of Agency Proceedings at (850) 414-6383.