PROPOSAL

TO:

CITY OF KEY WEST

ADDRESS:

525 ANGELA STREET

P.O. BOX 1409

KEY WEST, FLORIDA 33041

PROJECT TITLE:

SMATHERS BEACH RENOURISHMENT

PROJECT NUMBER:

GR 0701

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

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 ten (10) calendar days after the date of the Notice to Proceed, and to complete the construction, in all respects, within 30 calendar days.

This Contract will automatically expire and be terminated on final acceptance by the Owner and the FDEP.

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 \$250.00 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.

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

NOTI			RICES WILL BE ASIS OF AWARE	THE BASIS FOR EVAL	UATI	NG LOW BIDDER
<u>Item</u>	Quant.	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>E</u> 2	xtended Total Amt.
<u>PAYM</u>	ENT AND	PERFORN	MANCE BONDS			
1. Payı	ment & Per	formance B		worth of Construction		
	1	LS		SIX DOLLARS00/100		12,096.00
	d Engineeri nment) 2a.) Mobil	ng, Genera ization / Fi	l & Supplementary	N, (includes M.O.T., Test y Conditions, AutoCAD A Sesting / Protection of the E	s-buil	lts, Protection of the
	layo	out (paid 2: LS		tage of completion) FOUR THOUSAND, NINE HUNI FIFTEEN DOLLARS00/1		4,915.00
				ns, (paid 25%, then on pero	centag	ge of completion)
	1	LS	\$9,750.00	FIFTY DOLLARS00/10	00 \$	9,750.00
	2c.) M.O.T	., (paid 25% LS	%, then on percenta	ge of completion) FIVE HUNDRED DOLI 00/100	ars \$	500.00
	,		THRE	sion and acceptance of as-b		
	I	LS	\$3,750.00 F	IFTY DOLLARS00/100	\$_	3,750.00
	2e.) Demol	bilization (_I	paid at completion	of final punch list complet	-	
	1	LS	\$ 187.50	SEVEN DOLLARS50/		187.50

3.	SMATHERS BEACH SAND (includes purchase, delivery, placement, grading) FORTY DOLLARS45/100					
	17,500	TONS	40.45 \$		\$	07,875.00
4.	SMATHERS B	EACH TI	LLING	THREE THOUSA	ND DOLLADO	
	1	LS	3,000.00			3,000.00
5.	TURBIDITY BA	ARRIERS	3	ONE THOUSAND	FIVE HUNDRED	
	1	LS		DOLLARS(00/100	1,500.00
тот	AL OF ALL UNI	T DDICI	7 ITEMS LIST	ED ADOVE (1.1)a	
101	AL OF ALL UNI	TRICE	e i i iento egoi.	ED ADOVE (1,,	2a -e, 5, 4 & 5)	
Total S	of extended unit pr EVEN HUNDRED	rice items	\$ 743,5 THREE THOU	73.50		
	UNDRED SEVEN				Dollars	Cents
	(Amount writter	in words	s 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	
Portion of Work:		
Name:		
Portion of Work:		
Portion of Work:		
Address:		
Portion of Work:		
Name:		
Portion of Work:		

SURETY

The Hanover	Ins Gmf	Om 🗸	whose address is
440 Lincoln St	Worcester	MA.	01653
Street	City	State	Zip

BIDDER

The name of the Bidder submitting this Proposal is **CHARLEY TOPPINO & SONS, INC.**

			_ doing business at
P.O. Box 787	KeyWest	FL.	33041
Street	City	State	Zip

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

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

Frank P. Tappino	Tresident
1 [Secretary Treasurer
Daniel P. Toppino	Assistant Secretary

If Sole Proprietor or Partnership

	_		
IN WITNESS hereto the undersigned has set h	is (its) hand this	day of	2011
Signature of Bidder Title			
If Corpor			
IN WITNESS WHEREOF the undersigned co and its seal affixed by its duly authorized office	ors this <u>25</u> day	of $\frac{1}{\sqrt{\Lambda}}$	ent to be executed2011
(SEAL)			
CHARLEY TOPPINO & SONS, INC.			
Name of Corporation		, A	
	By Frank	s Chidar	Rend
	By Frank Title Fresic Attest Pa		770 -

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.) See Attached

* * * * * *

FLORIDA BID BOND

BOND NO. Not applicable
AMOUNT: \$ 5% of Bid
KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc.
8 1/2 Rockland Key, Key West, FL 33040
hereinafter called the PRINCIPAL, andThe Hanover Insurance Company a corporation duly organized under the laws of the State ofNew Hampshirehaving
its principal place of business at 440 Lincoln Street, Worcester, MA 01653
in the State
of Massachusetts and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto hereinafter called the Obligee, in the sum of 5% of Bid Proposal Submitted DOLLARS (\$
for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.
THE CONDITION OF THIS BOND IS SUCH THAT:
WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal for: SMATHERS BEACH RENOURISHMENT / GR 0701, said Bid Proposal, by reference thereto, being hereby made a part hereof.
WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications entitled:
SMATHERS BEACH RENOURISHMENT / GR 0701
WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check,

certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 5 working days after written notice

having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 5 working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this	13th	day of	January	, 2011.
		,		
		Charle	ey Toppino & Sons, Inc.	
		PRIN	CIPAL	
		Ву:	Frank Q. Japa	Leno
		The H	anover Insurance Company	
		SURE	TY /	
		By:	Attorney-In Fact & FL Resident	ent Agent - Davor I. Mimi

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. Bali, Ileana M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker

of Mlami, 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 Assistant 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 a Vice President and an Assistant Vice President, this 8th day of July 2009.

(1972) (1984) (1984) (1972) (1984) THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS LINSURANCE COMPANY OF AMERICA

Mary Jeanne Alderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS COUNTY OF WORCESTER

55.

On this 8th day of July 2009, before me came the above named Vice President and Assistant Vice President 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.



Harbara a. Harlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant 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 Assistant 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 13th day of January

,20 []

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY OF AMERICA

Stoppen L. Braull, Assistant Vice President

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF MONROE	: SS)
be paid to any employees of the C	yorn, depose and say that no portion of the sum herein bid will City of Key West as a commission, kickback, reward or gift, y member of my firm or by an officer of the corporation.
By: Frank P. Jope	Leno
Sworn and subscribed before me	this 25 day of JAN , 2011
NOTARY PUBLIC, State of Flor	
My Commission Expires:	RONALD J. ARMSTRONG Notary Public - State of Florida My Comm. Expires Aug 19, 2013 Commission # DD 916810 Bonded Through National Notary Assn.
	* * * * * *

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

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

This sworn statement is submitted with Bid or Proposal for _____

Smathe	er's Beach Renourishment
This sworn st	CHARLEY TOPPINO & SONS, INC.
whose busine	(name of entity submitting sworn statement) ss address is P.D. Box 787, KeyWest, FL
	33041
and (if applica	able) its Federal Employer Identification Number (FEIN) is
	592426906
(If the entity h	as no FEIN, include the Social Security Number of the individual
	vorn statement
My name is _	Frank P. Toppino
and my relatic	(please print name of individual signing) nship to the entity named above is
I understand t Statutes, mear directly related political subdito, any bid or political subd	hat a "public entity crime" as defined in Paragraph 287.133(1)(g), Flows a violation of any state or federal law by a person with respect to do to the transaction of business with any public entity or with an agency vision of any other state or with the United States, including but not ling contract for goods or services to be provided to any public or an agency vision of any other state or of the United States and involving antity ibery, collusion, racketeering, conspiracy, material misrepresentation.
Florida Statute without an ac charges broug	that "convicted" or "conviction" as defined in Paragraph 287.133(1 es, means a finding of guilt or a conviction of a public entity crime, with ljudication guilt, in any federal or state trial court of record relating the by indictment information after July 1, 1989, as a result of a jury very entry of a plea of guilty or nolo contendere.
I understand t	hat an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statu

1.

- 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 controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

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

	Frank P. Japapenio
	(signature) JAN 25, 2011
	(date)
STATE OF FL	
COUNTY OF MONVOR	
PERSONALLY APPEARI	ED BEFORE ME, the undersigned authority,
(name of individual signing)	st being sworn by me, affixed his/her
signature in the space provided above on this	s 25 day of January, 2011
My commission expires: RONALD J. ARMSTRON Notary Public - State of Flo My Comm. Expires Aug 19, Commission # DD 9168 Bonded Through National Notary	NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

The CONTRACTOR shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this agreement. Except as specifically provided herein, this agreement does not require CONTRACTOR to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, CONTRACTOR shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.

CONTRACTOR:	CHARLEY TOPPINO & SONS, INC.	SEAL:
	P.O. Box 787 Key West	TFL 33041
	France P. Lappuis Signature	
	Frank P. Toppino Print Name	
	President	
DATE:	Title 1/25/11	

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	□ S
7.	Proposal signed by authorized officer	
8.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond	a
9.	Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work	
10.	Bidder must be a licensed contractor by the state of Florida and submit proof of such with the bid.	ď
11.	Proposal submitted intact with the volume containing the Bidding Requirements. 1 original 2 copies and 2 CDs each with complete bid package.	
12.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid	<u> </u>

* * * * *

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

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. 5 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:

\$2,352,000	BOND YES
\$2,400,000	BOND YES
\$ 88,000	BOND YES
\$ 81,000	BOND YES
\$ 50,000	BOND YES
\$1,656,000	BOND YES
\$ 73,000	BOND YES
\$4,000,000	BOND YES
\$2,000,000	BOND YES
\$2,000,000	BOND YES
\$1,000,000	BOND YES
\$4,800,000	BOND YES
	BOND NO
,	BOND YES
T)	BOND NO
+ ,	BOND NO
	BOND YES
	BOND YES
	BOND YES
1 ,	BOND YES
	BOND YES
	BOND YES
\$ 218,890	BOND YES
\$ 164,181	BOND YES
	\$2,400,000 \$ 88,000 \$ 81,000 \$ 50,000 \$1,656,000 \$ 73,000 \$4,000,000 \$2,000,000 \$2,000,000 \$1,000,000 \$4,800,000 \$1,998,385 \$1,989,225 \$ 90,000 \$ 100,000 \$ 61,000 \$ 431,000 \$ 431,000 \$ 104,000 \$ 104,000 \$ 131,054 \$1,391,000 \$ 1,645,000 \$ 218,890

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:	\$1	0,500,000	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:

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

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

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

PROJECTS:

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

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

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

PROJECTS:

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

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 MARQUESA COURT

KEY COVE LANDINGS

\$ 317,000 BOND NO

\$ 405,000 BOND NO

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

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

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

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.

OHIO BAHIA HONDA BRIDGE REPAIR:

\$837,700.00 BOND YES

18. SH MARATHON, LTD.

506 FLEMING ST. KEY WEST, FL 33040 305 294-6100

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

HOLIDAY INN EXPRESS:

\$8.890.227 BOND YES

19. DORADO/CONQUISTADOR

541 N. PALMATTO AVE. SUITE 104 SANFORD, FL 32771 407 688-0600

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

BOCA CHICA AIRFIELD VEGETATION

\$1,057,126.00

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

AC# 4482291

STATE OF FLORIDA

DATE BATCH NUMBER LICENSE NBR THE STATE OF SERVICE STATE OF

CHARUIS CRÉST GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO SECRETARY

AG# 4482179

STATE OF FLORIDA

DEFARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#109072300607

SEQ# 609072300719

DATE BATCH NUMBER LICENSE NER TIE

07/23/2009 090047095 RG0045369

The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 485 BS
Expiration date AVG 31 2011 CENSING ALL
CINDLYIDUAL MUST MEET ALL LOCAL LICENSING ALL
REQUIREMENTS PRIOR TO CONTRACTING THANK AREA)

TOPPING FRANK P
CHARLEY TOPPING & SONS INC
POST OFFICE BOX 787
KEY WEST FL 23041-0787 WE

CHARLIE CRIST GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO SECRETARY

CITY OF KEY WEST CERTIFICATE OF COMPETENCY

THIS IS TO CERTIFY THAT Frank Toppino
is duly registered as a
General Contractor in conformity with the regulations of the City of Key West Date Issued: 10/01/09 Exp Date:
By:

> CITY OF KEY WEST CERTIFICATE OF COMPETENCY

3064

THIS IS TO CERTIFY THAT Frank Toppino

is duly registered as a Engineering Contractor in conformity with the regulations of the City of Key West

Date Issued:

10/01/09

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 TOPPING & DONG (EDWAR) CtlNbr:0005358
Location Addr	MM 8 1/2 ROCKLAND KEY
Lic NBR/Class	11-00017557 CONTRACTOR REGUNCENEERING I
Issue Date:	September 10, 2010 Expiration Dabe: September 30, 2011
License Fee	\$309,75
Add. Charges	\$0.00
Penalty	\$0.60
Total	\$30.9 75 (Description: 1877)
Comments:	No of the state of
	399.75 51552 \$399.75
Th	nis document must be prominently displayed: \$309.75
•	CHARLEY TOPPINO & SONS, INC. 1309.75
CHARLEY TOPPINO	& SONS (EDWAR) Time: 13:58:64
EDWARD TOPPINO	VEST FLO
P.O. BOX 787	
KEY WEST FL 330	41

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

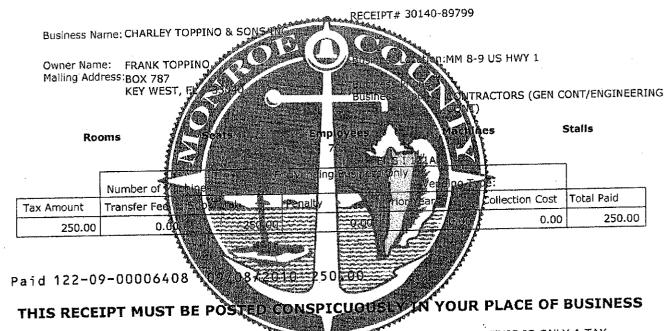
AND CONTRACTOR OF THE PARTY OF

Business Name	CHARLEY TOPPING & STRANK ENG CtlNbr:0010428	·
Location Addr	2011 FLACLER AVE	
Lic NBR/Class	11-00023996 CONTRACTOR REGENCINEERING I	green being young
Issue Date:	September 15, 2010 Expiration Date: September 30, 201	
License Fee	\$309075	" 526 to "."
Add. Charges	\$0.00	
Penalty	\$0.00	· AE SE
Total	\$309 75	v "500
Comments:		
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Thi	is document must be prominently displayed.	
	CHARLEY TOPPINO & SONS, INC.	v 🚎 [
CHARLEY TOPPINO		T wow I
FRANK TOPPINO		
P.O. BOX 787		Drawer: 1 1293, 75 2534576 2534576 2534576
KEY WEST FL 3304	1	/

CITY OF KEY WEST, FLORIDA Business Tax Receipt

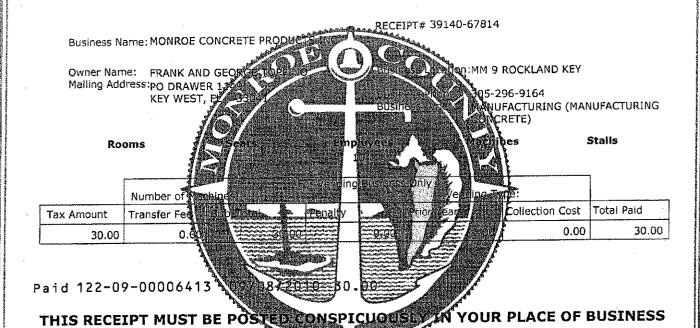
This Document is a business tax receipt Holder must meet all City zoning and use provisions. P.O. Box 1409, Key West, Florida 33040 (305) 809-3955 THE WALLES

Business Name	CHARLEY TOPPING & (FRANK RG) CtlNbr:0005344		
Location Addr	2011 FLACLER AVE		
Lic NBR/Class	11-00023997 CONTRACTOR REGERERAL		
Issue Date:	September 15, 2010 Expiration Date: September 30, 20	กาส์	979 22
License Fee	\$309.75	Ν'n	
Add Charges	\$0.00	EZ. EX	
Penalty	\$0.00	1791 . 1881	
Total	\$309.75	LCI	- E. 5
Comments:		9/16/	E G
		AGE!	
Thi	s document must be prominently displayed.		A.A. 144.44
	FRANK P TOPPINO	200 200 200 200 200 200 200 200 200 200	78
CHARLEY TOPPINO	& S (FRANK BG)	#1 H	5 S
POB 787	a 5 (FRANK NG)	ro En	
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KEY WEST FL 3304	1	60)	러크레 웹트
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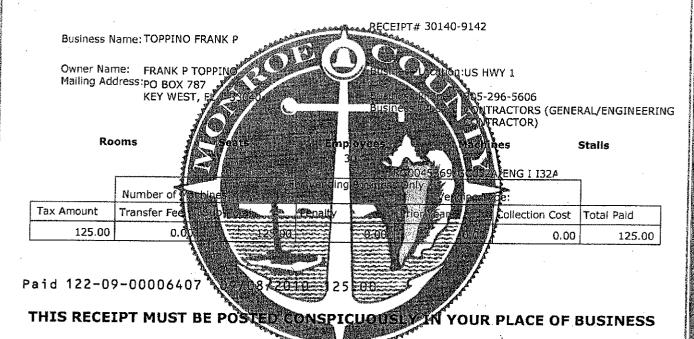
THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector PO 8ox 1129, Key West, FL 33041



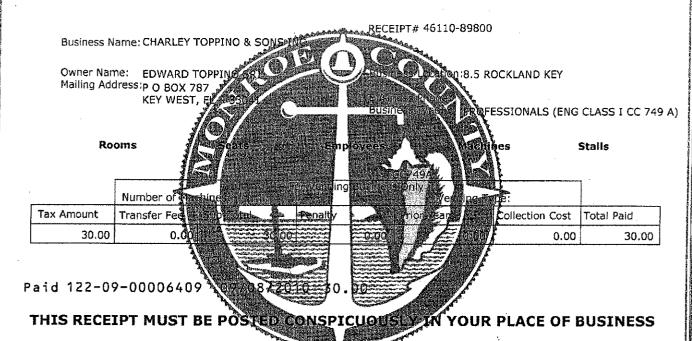
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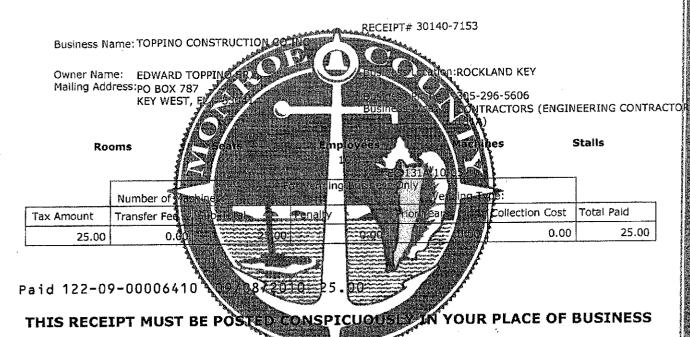
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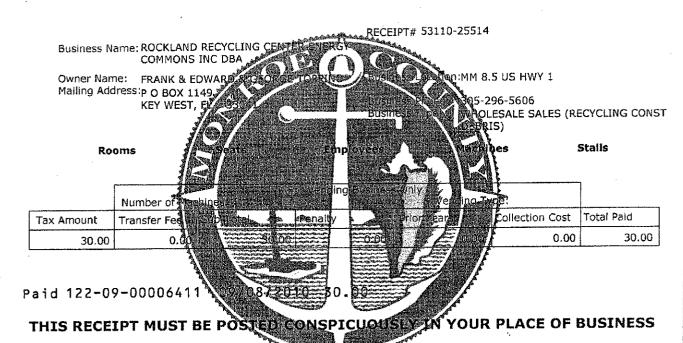
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Danise D. Henriquez, CFC, Tax Collector PO Box 1129, Key West, FL 33041

Ocean Cay Sediment Analysis Ocean Cay, Bahamas

Submitted to:

Ocean Cay, Ltd Ocean Cay, Bahamas

Submitted by:

Coastal Tech Melbourne, Florida

October 8, 2010



Coastal Technology Corporation

Granularmetric Report

Depths and elevations based on measured values

Project Name: Ocean Cay

Sample Name: Ocean Cay 4

Analysis Date: 10-08-10

Analyzed By: LA



715 North Drive Suite E Melbourne, Florida 32934 Phone 321-751-1135 x 206

Easting (ft): Northing (ft): Coordinate System: Elevation (ft): USCS: Munsell: Comments: Wet - 5Y-8/1 Dry - 5Y-8/1 Pan Retained (g): Dry Weight (g): Wash Weight (g): Sieve Loss (%): #200 - 0.83 Organics (%): Carbonates (%); She%s (%): 192.17 190.64 0.00 0.00 #230 - 0,82 1.70 97.40 Sieve Size Sieve Size Grams % Weight Cum, Grams C. % Weight Sieve Number (Phi) (Millimeters) Retained Retained Retained Retained 3/4" -4.2519.03 0.00 0.00 0.00 0.00 5/8" -4.0016.00 0.00 0.00 0.00 0.00 11/16" -3.5011.31 0.00 0.00 0.00 0.00 5/16" -3.008.00 0.00 0.00 0.00 0.00 3.5 -2.505,66 0.24 0.12 0.24 0.12 4 -2.25 4.76 0.08 0.04 0.32 0.16 5 -2.00 4.00 0.09 0.05 0.41 0.21 7 -1.502.83 0.16 80.0 0.57 0.29 10 -1.00 2.00 0.44 0.23 1.01 0.52 14 1.41 -0.500.54 0.28 1.55 0.80 18 0.00 1.00 1.12 0.58 2.67 1.38 25 0.50 0.71 2.37 1.23 5,04 2.61 35 1.00 0.50 28,77 14.97 33.81 17.58 45 1.50 0.35 99.52 51.79 133.33 69.37 60 2.00 0.25 49.51 25.76 182.84 95.13 80 2.50 0.18 6.85 3.56 189.69 98.69 120 3.00 0.13 0.83 0.43 190.52 99.12 170 3.50 0.09 0.08 0.04 190.60 99.16 200 3.75 0.07 0.02 0.01 190.62 99,17 230 4.00 0.06 0.02 0.01 190.64 99.18 Phi 16 Phi 5 Phi 25 Phi 50 Phi 75 Phi 84 Phi 95 2.00 1.78 1.61 1.31 1.07 0.95 0.58 Moment Mean Phi Mean mm Sorting Skewness Kurtosis **Statistics** 1.3 0.41 0.49 -1.7314.79

