

**REQUEST FOR PROPOSALS FOR:  
AS-NEEDED EMERGENCY MANAGEMENT DEBRIS STAGING AREA**

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**REQUEST FOR PROPOSALS**

The City of Key West requests Proposals for an As-Needed Emergency Management Debris Staging Area. Contracted services are enumerated in Scope of Services. The contract will be for an eight-year term and may extend for a two-year term if agreed to by both parties.

**COMPENSATION**

This is an As-Needed contract. The CITY reserves the right to request and assign services at its sole discretion. Contract services will only be performed when requested and as designated by the Division Chief of Emergency Management and Training (or by authorized designee) by approved Work Authorization issued in writing.

The selected PROPOSER will be compensated for work completed in accordance with the Unit Price Proposal Schedule attached hereto and identified as ATTACHMENT A. All costs presented in ATTACHMENT A are binding through the eight (8) year term of the contract.

**INVOICING AND PAYMENT**

Invoices will be issued by the selected proposer for all work performed. Each invoice will list the date each service(s) completed, service(s) provided. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

**PROPOSAL REQUIREMENTS**

**INSTRUCTIONS TO PROPOSERS**

- 1 Quotations for services are to be provided on the PROPOSAL SCHEDULE included herein, and shall be completed in ink or typewritten.
- 2 Owner's Allowance, if specified in the PROPOSAL SCHEDULE included herein, is to be included in the proposed total CONTRACT price.
- 3 The successful PROPOSER agrees that, upon receipt of the NOTICE OF AWARD, it shall execute and deliver to CITY OF KEY WEST four (4) copies of the CONTRACT and the CITY OF KEY WEST CERTIFICATE OF INSURANCE, all of which are included herein, within 15

days of receipt of the NOTICE OF AWARD. The successful PROPOSER will furnish the services under the CONTRACT included herein.

- 4 CITY OF KEY WEST is exempt from State sales tax on equipment or materials purchased directly from the PROPOSER.
- 5 PROPOSER must complete the PROPOSER'S EXPERIENCE LIST included herein.
- 6 All quotations must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to CITY OF KEY WEST. CITY OF KEY WEST will have an acceptance period of during which the PROPOSER must hold their quotation and/or offer NINETY (90) days open. It is understood and agreed that all items offered or shipped as a result of this PROPOSAL shall be new, current, standard model available at the time of the PROPOSAL. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing and shipping.
- 7 All PROPOSALS must be submitted in sealed envelopes to the City Clerk, City of Key West, 1300 White St., P.O. Box 1409, Key West, Florida 33040 on or before 3:00 PM, local time, on Wednesday, the 10<sup>th</sup> day of October, 2018, at which time Proposals will be publicly opened and read in the City Clerk's office, 1300 White St. Key West, FL 33040. Any proposals received after the time specified will not be considered.
- 8 Three (3) copies on "flash drive" or CD of the proposal are to be enclosed in a sealed envelope clearly marked on the outside "As-Needed Emergency Management Debris Staging Area". Response must be received on or before this deadline. Responses will be retained as property of CITY OF KEY WEST. As such, all responses are public record, subject to public review. The PROPOSAL response marked "original" must contain a manual signature of the authorized representative of the PROPOSER.
- 9 PROPOSER must fill in all blank spaces on the PROPOSAL SCHEDULE included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the PROPOSAL response shall be evaluated or considered, and any and all such revisions shall have no force or effect and are inapplicable to this PROPOSAL. No submission by the PROPOSER, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these instructions. It is understood and agreed that the instructions, and the general and special conditions in this PROPOSAL solicitation are the only conditions applicable to this PROPOSAL and Proposer's authorized signature affixed to the PROPOSAL response constitutes acknowledgment of this fact.
- 10 Any PROPOSAL may be deemed non-responsive which contains omissions, erasures, alterations, additions of any kind, prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein. PROPOSAL may also be deemed non-responsive for budgetary reasons; does not strictly conform to local ordinances, state statutes, or federal law; if the bid is conditional; or if a change of circumstances occurs making the purpose of the bid unnecessary.
- 11 Only one PROPOSAL from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to CITY OF KEY WEST that any PROPOSER has an interest in more than one PROPOSAL for the services under the CONTRACT, all PROPOSALS in which such PROPOSER has an interest shall be rejected.

- 12 The PROPOSER shall sign its PROPOSAL in the appropriate blank space provided therefore. If PROPOSER is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If PROPOSER is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of attorney must accompany the PROPOSAL.
- 13 Failure to provide evidence of authority as referenced in paragraph 13 above may cause the PROPOSAL to be regarded as not properly authorized and may subject it to rejection (disqualification).
- 14 PROPOSALS must be timely submitted in Accordance with the PROPOSAL SCHEDULE included herein and must be submitted in a sealed opaque envelope clearly marked "SEALED PROPOSAL" and addressed as follows:

CITY OF KEY WEST  
1300 WHITE ST., P.O. BOX 1409  
KEY WEST, FLORIDA 33040  
Attention: CHERIE SMITH, CITY CLERK  
CITY OF KEY WEST RFP No: 002-19

**15 CONVICTED FELON**

- 15.1 Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 15.1 Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been laced on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**16 DEBARRED CONTRACTORS**

- 16.1 Contractors debarred by this or any government agency shall not be permitted to submit bids or proposals.

**17 NOTIFICATION OF RIGHT TO PROTEST:**

- 17.1 Any objection to or protest of the form and content of these goods and/or services contract documents shall be made within the time prescribed in section 120.57(3), Florida Statutes. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.
- 17.2 Notification of CITY OF KEY WEST's award resulting from this solicitation will be given by certified mail or other express delivery service, return receipt requested, only to PROPOSERS. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.
- 17.3 The CONTRACT number (as indicated on the INVITATION FOR SEALED PROPOSALS page and at the top of each page) must be included on any correspondence, invoices, insurance forms, etc., having to do with the CONTRACT and sent to CITY OF KEY WEST during the term of the CONTRACT.
- 17.4 PROPOSERS shall complete the NON-COLLUSION AFFIDAVIT included herein as a part of their PROPOSAL.
- 17.5 Each PROPOSER must review the CONTRACT FORMS included herein and sign the form herein acknowledging that the PROPOSER has had adequate time and opportunity to view the CONTRACT FORMS included herein.
- 17.6 The CITY OF KEY WEST representative will not provide information to the PROPOSER. If questions arise, the PROPOSER must submit a written request for additional information. If additional information is provided, it will be provided to all PROPOSERS.
- 17.7 CITY OF KEY WEST accepts no responsibility for any expenses incurred in the PROPOSER'S preparation of the PROPOSALS; such expenses are to be borne exclusively by the PROPOSER.

#### **18 PROPOSER'S DECLARATION AND UNDERSTANDING**

- 18.1 The undersigned, hereinafter called the PROPOSER; declares that the only person(s) or party(s) 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 CITY OF KEY WEST; and that the PROPOSAL is made without any connection or collusion with any person submitting another PROPOSAL on the CONTRACT included herein.
- 18.2 The undersigned PROPOSER proposes and agrees that if this PROPOSAL is accepted it shall enter into a contract with CITY OF KEY WEST in the form included herein as the CONTRACT and perform and furnish all services under the CONTRACT for the CONTRACT price, within the CONTRACT time, and in Accordance with the other terms and conditions of the CONTRACT included herein.
- 18.3 The PROPOSER has familiarized itself with the nature and extent of the CONTRACT FORMS included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the services under the CONTRACT included herein.

18.4 The PROPOSER has read the CONTRACT FORMS included herein, and accepts all of the terms and conditions of the CONTRACT FORMS. All PROPOSALS shall remain open as specified in the INSTRUCTIONS TO PROPOSER included herein.

**25 Contractors to Provide Equal Benefits to Domestic Partners**

25.1 Except where otherwise or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

25.2 City of Key West Code Section 2-799.

**26 CONTRACT EXECUTION**

26.1 The PROPOSER agrees that upon receipt of the NOTICE OF AWARD, it shall execute and deliver to CITY OF KEY WEST four (4) copies of the CONTRACT, and the forms where included herein, within 15 days of receipt of the NOTICE OF AWARD.

**27 CERTIFICATES OF INSURANCE**

27.1 The PROPOSER must be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question.

27.2 The PROPOSER shall complete THE EVIDENCE OF INSURABILITY AFFIDAVIT included herein as part of their proposal.

**28 SALES AND USE TAXES**

28.1 The PROPOSEER agrees that all applicable federal, state, local sales and use taxes are included in the stated proposed prices for the services under the CONTRACT included herein.

**29 QUALIFICATION OF PROPOSERS**

29.1 PROPOSALS will only be considered from PROPOSERS who provide "As-Needed Emergency Management Debris Staging Area" services. PROPOSER shall document their qualifications and experience in providing "As-Needed Emergency Management Debris Staging Area" services on the PROPOSER'S EXPERIENCE LIST.

**30 QUANTITIES**

30.1 The quantity specified on the PROPOSAL SCHEDULE is to be used for establishing the basis of award purposes only and CITY OF KEY WEST reserves the right to increase or decrease quantities shown or used without penalty.

**31 PRICING**

31.1 The PROPOSER acknowledges and agrees that the separate prices on the PROPOSAL SCHEDULE, where they are applicable and deemed acceptable by CITY OF KEY WEST, will be used by CITY OF KEY WEST and the PROPOSER, if awarded the

CONTRACT included herein, whenever similar service is added to or deducted from the CONTRACT.

**32 AWARD**

32.1 Award of the CONTRACT for specified services will be made to the PROPOSER who, in the sole and absolute judgment of CITY OF KEY WEST is the most responsive and responsible, and who can provide the services required by CITY OF KEY WEST.

For information concerning the proposed work, or for an appointment to visit the site of the proposed work, contact:

Division Chief, Emergency Management and Training  
Key West Fire Department  
1600 North Roosevelt Blvd.  
Key West, Florida 33040  
Telephone: (305) 809-3942

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question.

The City may reject proposals:

- (1) for budgetary reasons,
- (2) if the Proposer misstates or conceals a material fact in its proposal,
- (3) if the Proposal does not strictly conform to the law or is non-responsive to the Proposal requirements,
- (4) if the Proposal is conditional, or
- (5) if a change of circumstances occurs making the purpose of Proposal unnecessary to the City. The City may also waive any minor informalities or irregularities in any Proposal.

**PROPOSAL FORMS**

**ADDENDA**

The PROPOSER acknowledges that he has received Addenda Number(s):

<u>1</u>	As-Needed Emergency Management Debris Addendum # 1	<i>Frank P. Jaffee</i>
Number	Addendum Title	PROPOSER Initials

Number	Addendum Title	PROPOSER Initials
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Number	Addendum Title	PROPOSER Initials
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PROPOSER shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed CONTRACT FORMS, and the PROPOSER further agrees that its PROPOSAL is submitted after consideration of said addenda.



City of Key West

RFP 002-19 As-Needed Emergency Management Debris Staging Area

Addendum #1

10/5/2018

To all Bidders: The following information is provided in accordance with RFP 002-19 , As-Needed Emergency Management Debris Staging Area as fully and as completely as if they were fully set forth therein:

Black - Vendor questions Red – City response

1. We have read the RFP and portions indicate that we are to provide a price proposal to furnish a temporary disposal site only with a bid for cost per acre per day and cost per acre per month. Other sections in the RFP indicate we are to provide debris management services while the site is active. Are we to bid only on providing the site? If we are to provide services, please provide identify the services desired. The services typically provided for a site similar to this are as follows: maintenance of traffic, inspection towers for monitoring firms, segregation of materials once debris is delivered, grinding of delivered materials, incineration of delivered materials, loading of material for final disposal. **You are to bid on providing the site only.**
2. What type of permitting requirements will be enforced by the City of Key West and Monroe County Florida? **Upon the awarding of the contract all that would be required is a business license.**
3. Please provide duration of the contract. Will it be for one year with annual options afterwards? Will we be able to bid on option years or provide a an escalation factor? **The contract is for 3 years with 2 one-year extensions. You will not be able to bid on the option years.**
4. The RFP requires familiarity with the City's Comprehensive Emergency Management Plan and Hazard Annexes but this information or a link to it is not included in the RFP. Please provide. **We will provide the city's CEMP upon being awarded the contract.**

**This will be the final addendum issued for RFP 002-19.**

**PROPOSAL SCHEDULE – Listed in Attachment A – Table A**

**PROPOSED TOTAL CONTRACT PROPOSAL PRICE**

SEE ATTACHED TABLE A

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(Amount Written in Words)

Charley Toppino & Sons, Inc

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Firm Name

**EXHIBIT A**  
**LEASED PREMISES**



TABLE A

**BASIC LEASE INFORMATION**

Premises:

The Property consists of collectively of ten (10) vacant acres zoned Industrial (I) located at 129 Toppino Industrial Drive Rockland Key, Key West, FL 33040  
 Phone Number (305) 296-5606  
 A portion of RE Numbers 00122080-000000, 00122080-000500, and 00121980-000500  
 which is further identified and outlined in **Exhibit A**  
 The parcel is not within one hundred (100) feet of a potable water well

Base Rent: Monthly rent will be total rent per day multiplied by number of days in that month.

<u>LEASE YEAR</u>	<u>DAILY LEASE RATE PER ACRE PER DAY</u>	<u>TOTAL RENT PER DAY</u>
1 - 2	\$400.00	\$4,000.00
3 - 4	\$420.00	\$4,200.00
5 - 6	\$440.00	\$4,400.00
7 - 8	\$480.00	\$4,800.00
9 - 10	\$500.00	\$5,000.00
11 - 12	\$520.00	\$5,200.00
13 - 14		
15 - 16		
17 - 18		
19 - 20		
21 - 22		

**AUTHORIZED SIGNATURES**

PROPOSAL submitted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**If the PROPOSER is an individual (sole proprietor):**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

By: \_\_\_\_\_  
(If other than named individual, attach Power of Attorney)

Doing Business As: \_\_\_\_\_

Business Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**If the PROPOSER is a Partnership:**

By: \_\_\_\_\_

\_\_\_\_\_  
Name of General or Limited Partner(s) Authorized to Sign

By: \_\_\_\_\_  
(Attach Evidence of Authority to Sign)

\_\_\_\_\_  
Name of General or Limited Partner(s) Authorized to Sign

By: \_\_\_\_\_  
(Attach Evidence of Authority to Sign)

Business Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**If PROPOSER is a Corporation:**

By: Charley Toppino & Sons, Inc  
(Legal Corporation Name)

Name and Title: Frank P Toppino, President

By: Frank P. Toppino  
(Attach Evidence of Authority to Sign)

Name and Title and Signature of Official Attesting:

Name: Daniel Toppino

Title: Secretary

By: \_\_\_\_\_

Business Address: PO Box 787

<u>Key West</u>	<u>FL</u>	<u>33041</u>
City	State	Zip

Phone No.: 305-296-5606 Fax No.: 305-296-5189

State of Incorporation: FL

If PROPOSER is a Joint Venture:  
**Each** joint venturer shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

## **EVALUATION OF PROPOSALS**

Evaluation of proposals and selection of Emergency Debris Staging Area shall be at the sole discretion of CITY. This will be a qualification based selection. Staging Areas will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to CITY representatives. The CITY's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The CITY reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

The PROPOSER shall provide references for four (4) emergency management consulting services projects of similar scope and services, performed over the past five (5) years.

<b>GRADING CRITERIA</b>	<b>POINTS</b>
1. Size of Area	25
2. Accessibility	25
3. Distance to Area	25
4. Familiarity with Debris Staging	25
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

### **Response Selection:**

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting to be announced at a future date. The City of Key West solicitation team reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation.

Evaluation and ranking will be accomplished using the Evaluation Scoring Matrix. Only the three (3) highest rated Responses as determined by the City Manager appointed selection team will go forward to the City Commission in ranked order.

### **PROPOSER'S EXPERIENCE / REFERENCE LIST**

To enable CITY OF KEY WEST to evaluate the PROPOSER's qualifications to perform the SERVICES, the respondent shall provide references for any emergency management debris staging projects performed over the past five (5) years. Include the customer / client name, scope of work, brief summary of work, along with name, address, and phone number of a responsible contact person.

### **Experience List – Listed in Attachment F:**

Include the following credentials for, as required by the PROPOSAL SPECIFICATIONS:

- Project manager
- Debris Staging Area Manager

**References:**

**Reference List – Listed in Attachment F**

Include the following:

- Customer / client name
- Contact name
  - Telephone number
  - Email address
- Years of service
- Scope of Services



**SCOPE OF SERVICES**

**Provide an area to stage debris collected after an emergency. Debris to include vegetative, building materials and white goods. Each category should have a separate and distinct location.**

**ATTACHMENT – A**

**UNIT PRICE PROPOSAL FORM**

Proposal costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety, and associated actions necessary for implementation of emergency management operations by the Proposer as defined in the Contract.

**PROPOSAL FROM:**

Company: CHARLEY TOPPINO & SONS, INC

Address: 129 TOPPINO INDUSTRIAL DR, EAST ROCKLAND KEY, FL 33040

Phone/ Fax: 305-296-5606; 305-296-5189

To furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for: **As-Needed Emergency Debris Staging Area**, for the CITY OF KEY WEST, Florida.

To: *CITY OF KEY WEST  
ATTN: CITY CLERK  
1300 White St.  
P.O. Box 1409  
Key West, FL 33040*

- 1.0 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with CITY in substantially the form as the Contract included in the Proposal Documents to perform all Work and any Additional Services as specified or indicated in the Proposal Documents at the unit prices and within the times indicated in

this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

2.0 Proposer accepts all of the terms and conditions of the Invitation to Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. The Proposal will remain subject to acceptance for 90 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of CITY.

3.0 In submitting this Proposal, Proposer represents, as set forth in the Contract, that:

A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all, which is hereby acknowledged;

Addendum No.	Addendum Date
<u>1</u>	<u>10/5/18</u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>

B. Proposer has had an opportunity to visit the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;

C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;

E. Proposer has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by the City is acceptable to Proposer;

F. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.

4.0 Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Proposal; Proposer has not solicited or induced any individual or entity to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City.

5.0 Proposer acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.

6.0 Proposer acknowledges that all unit costs include any necessary insurance and bonds.

**Table A – UNIT PRICING**

**PROPOSAL SCHEDULE**

Cost per acre, daily and monthly.

**Confirmation of Signature of Unit Price Proposal Information**

FRANK P TOPPINO

Name of Proposer

PRESIDENT

Title

*Frank P. Toppino*

Signature of Proposer

## ATTACHMENT – B

### Proposer's Qualifications Statement Form

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail. SEE ATTACHED LETTER  

---

---
2. The address of the principal place of business is: SEE ATTACHED LETTER  

---

---
3. Company telephone number, fax number and e-mail addresses: SEE ATTACHED LETTER  

---

---
4. Number of employees: SEE ATTACHED LETTER  

---

---
5. Number of employees or subcontractors to be assigned to this project (per event) and what is capacity? SEE ATTACHED LETTER  

---

---
6. Company Identification numbers for the Internal Revenue Service:  

---

59-2426906

---
7. Provide **Occupational License Number (and County)**, if applicable, and expiration date: SEE ATTACHED  

---

---
8. How many years has your organization been in business? Does your organization have a specialty?  

55 YEARS; UNDERGROUND UTILITIES, SITEWORK

---

---

9. What is the last project of this nature or magnitude that you have completed?

Please provide project description, reference and cost of work completed.

SITE MANAGEMENT FOR HURRICANE IRMA IN 2017

10. Have you ever failed to complete any work awarded to you? If so, where and why?

NO

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work. List of ALL disaster response contracts performed in the last 5 years, including customer name, total contract amount and yards removed. Use a separate tab if necessary.

• **Name** AshBritt Environmental

**Address** 565 East Hillsboro Blvd, Deerfield Beach, FL 33441

**Telephone No.** 954-725-6992

• **Name** Monroe County

**Address** 1100 Simonton St, Key West, FL 33040

**Telephone No.** 305-294-4641

• **Name** Ajax Building Corporation

**Address** 5855 College Road, Key West, FL 33040

**Telephone No.** 305-602-8233

• **Name**

**Address**

**Telephone No.**



*Charley Toppino & Sons  
129 Toppino Industrial Dr  
Key West, FL  
305-296-5606*

October 10, 2018

To Whom It May Concern,

Charley Toppino and Sons (CTS) is a family-owned construction business that put roots down in the Florida Keys in the 1930s. We are headquartered in Rockland Key and have completed hundreds of projects in the Keys, both for public and private entities. CTS currently employs 140 individuals with expectations to increase to 150. Approximately 10-20 employees would manage site materials. Please see the attached Corporate registration for a list of Company Officers. Below is a short list of the clients that we provide contracting services for on a regular basis:

- Monroe County, FL
- City of Key West, FL
- City of Marathon, FL
- City of Key Colony Beach, FL
- Florida Keys Aqueduct Authority
- Florida Department of Environmental Protection
- US Navy
- US Coast Guard
- Florida Keys Electric Cooperative Association, Inc
- Keys Energy Services
- Monroe County School District
- Key West Resort Utilities.
- Florida Department of Transportation

If there are any questions please do not hesitate to contact myself or our Estimator, Andrew Toppino at the number listed above.

Sincerely,

A handwritten signature in blue ink that reads "Frank P. Toppino".

Frank P Toppino  
President  
Charley Toppino & Sons, Inc

*AN EQUAL OPPORTUNITY EMPLOYER*

12. List the following information concerning all contracts **in progress** as of the date of submission of this proposal. (In event of co-venture, list the information for all co-ventures.)

**Table B-1: In Progress Contracts**

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date

*(Continue list on insert sheet, if necessary.)*

13. Has the Proposer or Representative inspected the proposed project site and does the Proposer or Representative have a complete plan for performance of disaster response services? Yes

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14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project? NONE

**Table B-2: Subcontractors**

Sub Contractor Name	Address	Work to be Performed

*(Continue list on insert sheet, if necessary)*

*The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager.*

15. What equipment do you own that is available for the work? SEE  
PROVIDE LIST IN ATTACHMENT E ATTACHED  
LIST

16. What equipment will you purchase for the proposed work?  
*(Continue list on insert sheet, if necessary)*

---

No purchases needed

---

18. What equipment will you rent for the proposed work?  
*(Continue list on insert sheet, if necessary)*

---

No rentals needed

---

19. State the names of the proposed project team and include resumes, and give details of his or her qualifications and experience in managing similar work.  
(Continue list on insert sheet, if necessary)

Andrew Toppino, Rey Martinez

20. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

Charley Toppino & Sons, Inc Frank Toppino, President Daniel Toppino, Secretary

20.1 The correct name of the bidder is:

Charley Toppino & Sons, Inc

20.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

Corporation

20.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Frank Toppino, Edward Toppino, Daniel Toppino, Richard Toppino, John Toppino

SUBMITTED BY:

SIGNATURE  
STATE OF FLORIDA )

Frank V. Toppino  
PRINT NAME/ TITLE

COUNTY OF \_\_\_\_\_ ) SS.  
)

The foregoing instrument was acknowledged before me this 9 day of OCT, 2018, by FRANK P TOPPINO who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 9 day of OCT, 2018.  
(NOTARY SEAL)

Michael Labrada  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Signature of person taking acknowledgment)









**ATTACHMENT – D**

**Proposer's Most Current Financial Statement**

## ATTACHMENT – E

### PROPOSER'S EXPERIENCE / REFERENCE LIST

Customer / Client Name	Contact Name	Telephone	Email	Address	Years of Service	Scope of Services
SEE ATTACHED						

See attached Experience and References

Include the following:

- Customer / Client Name
- Contact Name
  - Telephone Number
  - Email Address
- Years of Service
- Scope of Services

### PROPOSER'S EXPERIENCE / REFERENCE LIST

Name	Experience	Credentials
Project Manager	SEE ATTACHED	
Exercise Program Leader		
Instructor		

Include the following credentials for, as required by the PROPOSAL SPECIFICATIONS:

- Instructor
- Project Manager
- Exercise Program Lea

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

**PROFESSIONAL REFERENCES:**

**FCAA: KURT ZELCH: 305 296-2454**

**CITY OF KEY WEST: JIM SCHOLL 305 809-3888**

**DL PORTER: GARY LOER (941) 929-9400**

**FDOT: PATTY IVY 305 289-6106**

**CREDIT REFERENCES**

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

**CHARLEY TOPPINO & SONS, INC.**

**P.O. BOX 787**

**KEY WEST, FL 33041**

**305 296-5606**

**PAST PROJECTS**

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

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

**PROJECTS:**

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2011	\$1,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
WHITE ST PIER RIP RAP	\$ 131,054	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 1	\$ 218,890	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 2	\$ 164,181	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES

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

**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
KWIA DRAINAGE RECONSTRUCTION	\$ 295,000	BOND YES
KWIA DRAINAGE GAKAP146	\$1,655,480	BOND YES
STOCK ISLAND ROADWAY & DRAINAGE	\$3,953,134	BOND YES

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

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

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

BOCA CHICA SEAGRASS MITIGATION	\$ 1,352,930	BOND YES
SUMMERLAND KEY DRAINAGE	\$2,000,000	BOND YES

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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
REPUMP STATION BIG PINE KEY	\$ 919,020.00	BOND YES
KEY HAVEN UTILITY IMPROVEMENTS	\$ 2,766,744	BOND YES
BOCA CHICA FM EXTENSION	\$ 2,020,468	BOND YES
UNITED AND GRINNELL WATERMAIN	\$527,921	BOND YES
KEY HAVEN FM TRANSMISSION	\$ 2,762,000	BOND YES

**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	\$2,363,000	BOND	YES
POINCIANA ELEMENTARY SCHOOL:	\$633,000	BOND	YES

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

**10.) DEMOYA GROUP**  
**12209 S. DIXIE HWY**  
**MIAMI, FL 33156**  
**305 255-5713**

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

**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
SIGSBEE PARK YOUTH CENTER	\$89,600	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.

**PROJECTS:**

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

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

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

**PROJECTS:**

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

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

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

**PROJECTS:**

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

**17. FL DEPT OF ENVIRONMENTAL PROTECTION**  
**3900 COMMONWEALTH BLVD.**  
**TALLAHASSEE, FL 32399-3000**

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

**PROJECTS:**

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

**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, ENVIRONMENTAL MITIGATION, CANAL EXCAVATION, FILL REMOVAL AND PROCESSING AT THE BOCA CHICA NAVAL AIR STATION AIRFIELD.

**PROJECTS:**

BOCA CHICA AIRFIELD VEGETATION	\$1,057,126.00	BOND YES
BOCA CHICA ANTENNA PAD MITIGATION	\$ 385,213.00	BOND NO
GEIGER KEY MITIGATION	\$ 432,549.46	BOND NO
NE HYDRO RESTORATION	\$1,206,399.00	BOND YES
BOCA CHICA WEST LAGOONS	\$ 910,420.00	BOND YES
BOCA CHICA PERIMETER ROAD	\$ 315,317.00	BOND YES
ROCKLAND STAGING AREA	\$ 69,899.00	BOND YES
BIG COPPITT SITE 2 EAST	\$ 47,910.00	BOND YES
AREAS: 1,2,3,5,6, 20,21,22,23,24	\$6,800,000.00	BOND YES

**20. SS RAFFERTY, LLC**

**3717 EAGLE AVE  
KEY WEST, FL 33040**

**SCOPE OF WORK:** DEMOLITION, SITEWORK, BUILDING.

512 DUVAL STREET BUILDING \$1,071,586.28 BOND NO

**21. BOTSFORD BUILDERS**

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

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

**PROJECTS:**

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

**22. GENERAL ASPHALT**

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

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

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

**23. WHARTON SMITH**

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

**SCOPE OF WORK:** STORM DRAINAGE, INJECTION WELLS.

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

**24. AJAX BUILDING CORPORATION**

6050 PORTER WAY  
SARASOTA, FL 34232

(941) 371-6222

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

FKCC MARINE TECH BUILDING	\$466,000.00	BOND YES
GERALD ADAMS ELEMENTARY	\$4,392,785	BOND YES
STANLEY SWITLIK ELEMENTARY	\$4,065,854	BOND YES

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

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

**PROJECTS:**

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

<b>27. SCHOOL BOARD, MONROE COUNTY</b>
241 TRUMBO RD
KEY WEST, FL 33040
(305) 293-1400

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

HARRIS SCHOOL DEMO	\$86,000.00	BOND NO
HOB PARKING LOT, SOCCER FIELD	\$343,882.00	BOND YES
HOB BUS LOOP	\$723,700	BOND YES
MARATHON MANOR DEMO	\$409,000.00	BOND YES

<b>28. BOY SCOUTS OF AMERICA, SOUTH FL COUNCIL</b>
15255 NW 82ND AVE
MIAMI LAKES, FL 33016
(305) 364-0020

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

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

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

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

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

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

**30. DOUGLAS N. HIGGINS, KEY WEST**

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

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

EAST FRONT ST FLOOD MITIGATION, CKW                      \$444,000.00                      BOND NO  
KEY WEST TRANSIT FACILITY                      \$ 77,487.00                      BOND NO

**31. LAYNE HEAVY CIVIL**

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

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

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:

OUTER ISLANDS                      \$5,400,000.00                      BOND NO  
BIG PINE KEY BIKE PATH REPAIR                      \$ 192,330.00                      BOND NO

**32. GIANNETTI CONTRACTING OF FL, INC.**

2660 NW 15th Court # 108  
Pompano Beach, FL 33069-1500  
(954) 972-8104

**SCOPE OF WORK:** TEMP INJECTIONS WELLS

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM:

OUTER ISLANDS                      \$391,200.00                      BOND NO

**33. SOUTHERNMOST CABANA RESORT, LLC**

P.O. Box 420236  
Summerland Key, FL. 33042  
(850) 221 2338



**SCOPE OF WORK:** SITEWORK, SANITARY SEWER, STORM SEWER, FIRE LINES, WATERMAINS.

SOUTHERNMOST CABANA RESORT                      \$430,000.00                      BOND NO

**33. MARATHON OCEAN HOUSING LLC**

5604 PGA BOULEVARD  
SUITE 109  
PALM BEACH GARDENS, FL 33418  
(561) 722-9725

**SCOPE OF WORK:** SITEWORK, SANITARY SEWER (GRAVITY & VAC SYSTEM), STORM SEWER, FIRE LINES, WATERMAINS, DEMOLITION, ROADWORK, CONCRETE WORK, ASPHALT PAVING, PAVEMENT STRIPING, LANDSCAPING.

TARPON HARBOR, MARATHON                      \$2,223,000.00                      BOND NO

**ATTACHMENT – F**

**Non-Collusion Affidavit**

STATE OF FL

COUNTY OF MONROE

Frank P Toppino ("AFFIANT"), being first duly sworn, deposes and states that:

1. AFFIANT is President of Charley Toppino & Sons, Inc, (the "BIDDER") and has submitted the attached PROPOSAL;
2. AFFIANT has personal knowledge of the matters set forth herein and is competent to testify;
3. AFFIANT is fully informed respecting the preparation and contents of the attached PROPOSAL and all pertinent circumstances respecting the PROPOSAL;
4. The PROPOSAL is genuine and is not a collusive or sham PROPOSAL;
5. Neither the BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including AFFIANT, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other, firm, or person to submit a collusive or sham proposals, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other, firm, or person to fix the price or prices in the attached PROPOSAL or of any other, or to fix any overhead, profit, or cost element of the PROPOSAL price or the PROPOSAL price of any other, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against CITY OF KEY WEST or any person interested in the CONTRACT.

By: Frank P. Toppino

(Corporate Seal)

Title: President

Subscribed and sworn before me this 9 day of, OCT 2018, by Frank Toppino, who

is personally known to me or has produced \_\_\_\_\_ as identification.



Michael Labrada  
Notary Public:

Michael Labrada  
Print Name

My commission expires: \_\_\_\_\_

**ATTACHMENT – G**

**Statement That Proposer is Familiar City's Comprehensive Emergency Management  
Plan and Hazard Annexes**

## **ATTACHMENT – H**

**Sample of proposer's training materials and certificates**



# Safety & Health Program



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Responsibilities  
Meetings  
Meeting Minutes

**Section 6-** New Hire and Orientation Procedures  
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**Section 8** - Safety and Health Training  
Safety and Health Orientation  
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**Section 18-** EEO Policies

# ATTACHMENT – I

## Public Entity Crimes Certification

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to the City of Key West, Florida, by  
Frank P Toppino, President  
(Print individual's name and title)
- for Charley Toppino & Sons, Inc  
(Print name of entity submitting sworn statement)
- whose business address is PO Box 787, Key West, FL 33041  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2426906

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

2. 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 of the United States, including, but not limited to, any Proposal 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, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), 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 or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolocontendere.
4. 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 of 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 Proposals or applies to Proposal 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Frank P. Sappano  
(SIGNATURE)



10/9/16  
(DATE)

STATE OF FL

COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority

Frank P. Teppro who, after first being sworn by me,

\_\_\_\_\_ (name of individual) affixed his/her signature in the  
space

provided above on this 9 day of OCT, 2018.

Michael Labrada  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name

My commission expires:



**ATTACHMENT – J**

**Anti-Kickback Affidavit**

STATE OF FLORIDA

SS:

COUNTY OF MONROE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

This sworn statement is submitted to the City of Key West, Florida, by  
Frank P Toppino, President

\_\_\_\_\_  
(Print individual's name and title)

for

Charley Toppino & Sons, Inc

\_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is

PO Box 787, Key West, FL 33041

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

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

I, the undersigned, being hereby duly sworn, depose and say that no sum has been paid and no sum will be paid to any employee or elected official of the City of Key West as a commission, kickback, reward or gift, directly or indirectly, by me or any member of my company, or by any officer or agent of the corporation.

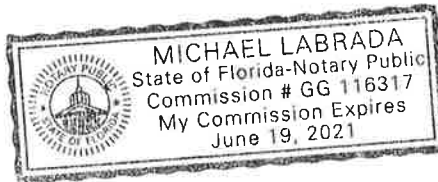
BY:

\_\_\_\_\_

TITLE: Frank P. Toppino

sworn and prescribed before me this 9 day of OCT, 2018.

Michael Labrada  
NOTARY PUBLIC, State of Florida  
My commission expires:



## ATTACHMENT – K

### Conflict of Interest Statement

Proposer must disclose the name of any person that is an employee of the City and also an officer, director, employee or agent of the Proposer, or a relative of an officer, director, employee or agent of the Proposer. Further, each Proposer must disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposers company, its affiliates, or parent or subsidiary organizations.

NONE

---

Persons Name

***Describe the Persons Possible Conflict of Interest***

**ATTACHMENT – L**

**Acknowledgement of Conformance with FEMA / NIMS Standards**

TO: CITY OF KEY WEST

Proposer's Name: Charley Toppino & Sons, Inc, hereby acknowledge and agree that I/We have the sole responsibility for compliance with all requirements of the Federal Emergency Management Agency and the National Incident Management System and all State regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

ATTEST

Frank P. Toppino  
PROPOSERS NAME

ATTEST

Bill R. J. Chesky By: Frank P. Toppino

Title: President

10/9/18  
DATE

**ATTACHMENT – M**

**Copy of State of Florida Business License;  
Corporate Filings; or Articles of Incorporation as  
Required by the Secretary of State of Florida**

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

LICENSE NUMBER	
RG0045369	



The GENERAL CONTRACTOR  
Named below HAS REGISTERED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2019

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

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



ISSUED: 07/06/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1707060000534



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Profit Corporation  
CHARLEY TOPPINO & SONS, INC.

### Filing Information

<b>Document Number</b>	M03537
<b>FEI/EIN Number</b>	59-2426906
<b>Date Filed</b>	08/02/1984
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	01/04/2005
<b>Event Effective Date</b>	NONE

### Principal Address

129 TOPPINO INDUSTRIAL DRIVE  
ROCKLAND KEY  
KEY WEST, FL 33040

Changed: 04/27/2017

### Mailing Address

P. O. BOX 787  
KEY WEST, FL 33041

Changed: 04/23/2018

### Registered Agent Name & Address

TOPPINO, RICHARD  
129 TOPPINO INDUSTRIAL DRIVE  
KEY WEST, FL 33040

Name Changed: 02/08/2018

Address Changed: 02/08/2018

### Officer/Director Detail

#### **Name & Address**

Title P

TOPPINO, FRANK  
37 EVERGREEN DR

ROCKLAND KEY, FL

Title S

TOPPINO, EDWARD SR.  
46 CYPRESS AVE  
KEY WEST, FL 33040

Title AS

TOPPINO, DANIEL P.  
PO BOX 787  
KEY WEST, FL 33041

Title AT

TOPPINO, RICHARD  
10 EGRET LANE  
KEY WEST, FL

Title D

TOPPINO, JOHN, DR  
#18 CALLE UNO  
KEY WEST, FL 33040

**Annual Reports**

Report Year	Filed Date
2016	03/02/2016
2017	04/27/2017
2018	04/23/2018

**Document Images**

<a href="#">04/23/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/08/2018 -- Reg. Agenl Change</a>	View image in PDF format
<a href="#">04/27/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/02/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/24/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/24/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/22/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/27/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/18/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/08/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/31/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/25/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/24/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/16/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/25/2005 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/04/2005 -- Amendment</a>	View image in PDF format
<a href="#">06/08/2004 -- Name Change</a>	View image in PDF format



<a href="#">04/27/2004 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/18/2003 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/28/2002 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/09/2001 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/31/2000 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/03/1999 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/30/1998 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/31/1997 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/29/1996 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/03/1995 -- ANNUAL REPORT</a>	View image in PDF format

Florida Department of State, Division of Corporations

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

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

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

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

Employees 70

COMP CARD: ENG I 131A /GC 152A

STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid 107-17-00009705 09/06/2018 250.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2019**

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

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

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

Employees 70

COMP CARD: ENG I 131A /GC 15

STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid 107-17-00009705 09/06/2018 250.00

## **ATTACHMENT – N**

### **Provide Evidence of Insurability / Copy of Certificates of Insurance**

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against CITY OF KEY WEST, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting there from, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced Agreement.
2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to CITY OF KEY WEST by certified mail.
3. Each of the above listed companies hereby agrees to deliver to CITY OF KEY WEST new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.
4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to CITY OF KEY WEST.
5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in Accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by CITY OF KEY WEST. (AT CITY OF KEY WEST's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)
6. Following insurance is required based on contract value.
  - a. Worker's Comp
  - b. General Liability
  - c. Vehicle Liability
  - d. Pollution



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/12/2018

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

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

<b>PRODUCER</b> Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 305-591-0090      FAX (A/C, No): 212-948-5665 E-MAIL ADDRESS: certsmiami@mma-fl.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Charley Toppino & Sons Inc. Monroe Concrete Products Inc. P.O BOX 787 Key West FL 33041	<b>INSURER A :</b> Travelers Indemnity Co of America      NAIC # 25666	
	<b>INSURER B :</b> Phoenix Insurance Company      25623	
	<b>INSURER C :</b> Travelers Property Casualty Co of Amer      36161	
	<b>INSURER D :</b> Travelers Indemnity Company of CT      25682	
	<b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES      CERTIFICATE NUMBER: 486193245      REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			DTC03202M181TIA18	5/19/2018	5/19/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			DT8103202M181TCT18	5/19/2018	5/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3J65722118	5/19/2018	5/19/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4K52636618	5/19/2018	5/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Proof of Insurance only.

**CERTIFICATE HOLDER      CANCELLATION**

City of Key West 1300 White St Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## **ATTACHMENT – O**

**Submit Proposed Site Lease with proposal to include language below:**

### **FEDERAL REQUIREMENTS**

In addition to the terms of Appendix II to 2 C.F.R. Part 200, which are attached as Exhibit B and incorporated herein, the following Federal requirements also apply to this Emergency Agreement:

- a. **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The CONTRACTOR shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- b. **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.
- c. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS:** The CONTRACTOR agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
- d. **ENERGY POLICY AND CONSERVATION ACT:** The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- e. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the CONTRACTOR agrees as follows:
  - i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of

Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-CONTRACTOR or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

viii. CONTRACTOR shall:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Divide work, when economically feasible, into smaller tasks to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Provide documentation of compliance with 1-4 above.

f. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

- i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- iii. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency (FEMA) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- iv. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

g. CLEAN AIR ACT

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

h. FEDERAL WATER POLLUTION CONTROL ACT

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.



The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

i. DEBARMENT AND SUSPENSION:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt.180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

j. BYRD ANTI-LOBBYING AMENDMENT,

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- i. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- ii. Attach Certification for Contracts, Grants, Loans, and Cooperative Agreements submitted with bid if exceeding \$100,000)

**k. PROCUREMENT OF RECOVERED MATERIALS**

- i. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

- 1. **RETENTION OF ALL RECORDS:** The CONTRACTOR is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed.

**ADDITIONAL FEDERAL REQUIREMENTS**

- a. **REMEDIES** – In the event of a breach by CONTRACTOR of the terms and conditions of this Agreement CITY shall be entitled to recover any and all monetary damages arising therefrom including the recovery of reasonable attorney fees at all trial and appellate levels.

**b. ACCESS TO RECORDS**

- i. The CONTRACTOR agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- b. **DHS SEAL, LOGO AND FLAGS:** the CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

- c. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- d. NO OBLIGATION: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.”
- e. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS: The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR’s actions pertaining to this contract.

## ATTACHMENT – P

### Evaluation Scoring Matrix

<b>Name of Proposer:</b>		
<b>Bid Opened:</b>		
<b>Bid Price:</b>		
<b>Response Check List</b>		
<b>Mandatory Submittals</b>	<b>Yes</b>	<b>No</b>
Attachment A: Unit Price Proposal		
Attachment B: Proposer's Qualification Statement		
Attachment C: Cone of Silence		
Attachment D: Proposer's Current Financial Statement		
Attachment E: Proposer's Experience / Reference List		
Attachment F: Non-Collusion Affidavit		
Attachment G: Proposer is Familiar with CITY's CEMP		
Attachment H: Sample of Proposer's Training Materials		
Attachment I: Public Entity Crimes Certification		
Attachment J: Anti-Kickback Affidavit		
Attachment K: Conflict of Interest Statement		
Attachment L: Conformance to FEMA/NIMS Standards		
Attachment M: Copy of Florida Business License / Corporation Filings		
Attachment N: Evidence of Insurability		
Attachment O: Site Lease Proposal		
Attachment P: Scoring Matrix		
Attachment Q: Reference Check		
Attachment R: Equal Benefits Affidavit		
Attachment S: Lobbying Certification		
Attachment T: Davis Bacon Act, City of Key West Indemnification Form		
<b>Proposal Accepted as Responsive</b>		
<b>Grading Criteria</b>	<b>Points</b>	
	<b>Received</b>	<b>Possible</b>
1. Size of Area		<b>25</b>
2. Accessibility		<b>25</b>
3. Distance to Area		<b>25</b>
4. Familiarity with Debris Staging		<b>25</b>
<b>Total Points Received</b>		
<b>Total Points Available</b>		<b>100</b>

**ATTACHMENT – Q**

**Emergency Management Debris Staging Area, Proposer Reference Check**

Date: 10/9/16

Name of Proposal Company: Charley Toppano & Sons, Inc

Name of Referenced Project Mngr.: N/A Proposed Project Mngr.: N/A

Name of Referenced Jurisdiction: East Rockland Key

Name and contact information of person at referenced jurisdiction that has worked directly with the Proposer. The contact person should "named contact" listed in the submitted proposal.

Name of Contact: Pat Ortega Title: Admin

Email: PATRICK O@charleytoppano.com Telephone: 305 522 1883 FAX: \_\_\_\_\_

Date Contract was in effect: N/A

1 Not satisfied 2 Acceptable 3 Satisfied 4 Extremely Satisfied 5 Would Recommend

Past performance of Proposer

1 2 3 4 5

Past performance of Proposer Subcontractors

1 2 3 4 5

Experience and performance of Proposer Project Manager

1 2 3 4 5

Ease of use and accuracy of Proposer ticket tracking/invoicing system

1 2 3 4 5

Overall satisfaction of Reference Company

1 2 3 4 5

Dollar amount of contract \$ \_\_\_\_\_

Dollar amount of invoiced assignments \$ N/A

Number of projects completed by Proposer in the last five years \$ N/A

Term of Contract Years N/A Extension     

Was contract bid? Yes  No

Any unresolved issues with Proposer? Yes  No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT – R**

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FL )  
 : SS  
COUNTY OF MONROE )

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

Frank O. Toppino

By: FRANK TOPPINO

Sworn and subscribed before me this

9 day of OCT, 2018.

Michael Labrada

NOTARY PUBLIC, State of FL at Large

My Commission Expires: \_\_\_\_\_



## ATTACHMENT – S

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, Charley Toppino & Sons, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Frank P. Toppino  
Signature of Contractor's Authorized Official

Frank P Toppino, President  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



## ATTACHMENT – T

### **Clause -Davis Bacon Act and Contract Work Hours and Safety Standards Act.**

**Definitions:** For purposes of this clause, Clause - Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance Instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement

of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**(a) Davis Bacon Act**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made, or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made, or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided that* the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under

this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR S.S(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and

Hour Division Web site at or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or

the Department of labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees-

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any apprentice performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any trainee performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the

procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work more than forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked more than forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.



(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR, Charley Toppino & Sons, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of Davis Bacon Act apply to this certification and disclosure, if any.

Frank P. Toppino

Signature of Contractor's Authorized Official

Frank P Toppino, President

Name and Title of Contractor's Authorized Official

Code of Federal Regulations

Title 2, Grants and Agreements (Refs & Annos)

Subtitle A, Office of Management and Budget Guidance for Grants and Agreements (Refs & Annos)

Chapter II, Office of Management and Budget Guidance (Refs & Annos)

Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Refs & Annos)

2 C.F.R. Pt. 200, App. II

APPENDIX II TO PART 200--CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Effective: December 26, 2014

Currentness

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity"

(30 FR 12319, 12935, 3 CFR Part, 1964--1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts more than \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

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2014-12-26

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-37011). Where applicable, all contracts awarded by the non-Federal entity more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7677q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7677q) and the Federal Water Pollution Control Act amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

Credits

[79 FR 75888, Dec. 19, 2014]

WESTLAW      2017 Comstat      Business      Operations      5      3/26/2017

APPENDIX II TO PART 200-CONTRACT PROVISIONS..., 2 C.F.R. Pt. 200, App. II

SOURCE: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise

noted. AUTHORITY: 31 U.S.C. 503

Current through Sept. 14, 2017; 82 FR 43194.

End of Document

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CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Charley Toppino & Sons, Inc

SEAL:

PO Box 787, Key West, FL 33041

Address

Signature

Print Name

Title

*Frank P. Toppino*

*Frank P. Toppino*

*PRESIDENT*

DATE:

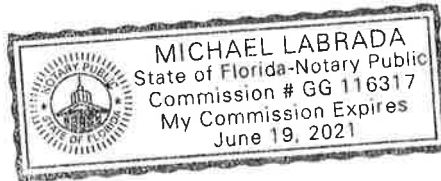
*10/9/18*

Sworn and subscribed before this 9 day of Oct, 2018

*Michael Labrada*

NOTARY PUBLIC, State of FL, at Large

My Commission Expires: \_\_\_\_\_



CO.	#	DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	DRIVER	STATUS
CTS	A-45	2004 FORD P/U	1FDSF34L84EB28150	F-350	89617337	253MNV	Jun-18	WELDING TRUCK	IN SERVICE
MCP	A-59	2006 FORD	1FTRF12216NA69186	F150	94857131	GPYS69	Jun-18	SHOP TRUCK	IN SERVICE
CTS	A-64	2007 LINCON NAV	5L MFU27547LJ04360	NAV	97122554	140MNV	Jun-18	F.T. N/C	IN SERVICE
CTS	A-69	2007 FORD P/U	1FTRX12W87B25426	F150	99980650	K836RC	Jun-18	ALEX MEDEROS	IN SERVICE
CTS	A-70	2005 FORD BOX TRUCK	1FDMWE35L45HAB83596	F350	93335989	K031ST	Jun-18	M.O.T. TRUCK	IN SERVICE
FTD	A-73	08 SMART	WMEEJ31X28K082816	BLUE	100239430	K184ST	Jun-18	F.P.T.	IN SERVICE
CTS	A-76	2003 LEXUS	JTHFN48YX30045186	SILVER	90614285	IGLB39	Jun-18	PAUL T.	IN SERVICE
FTD	A-79	2014 MASERATI (TRADED 2009 MASERA	ZAM56RRRA5E1076377	4D	113111620	EEKL98	Jun-18	F.P.T.	IN SERVICE
CTS	A-81	2006 JEEP	1J4FA44S26P728004	REBUILT AFTER P	94807267	932QVY	Jun-18	RICHARD TOPPINO	IN SERVICE
CTS	A-82	2012 FORD P/U	1FTFW1CF3CFD08473	F-150 SE	110495720	755PRP	Dec-18	TOMAS REZA	IN SERVICE
CTS	A-83	2012 FORD P/U	1FTFW1CF5CFD08474	F-150 SE	110444858	703PRP	Dec-18	DONANLD BUSCH	IN SERVICE
CTS	A-84	2012 CHEVY P/U	1GCNCSEAXCZ11262	1500	107254335	324QAB	Jun-18	MATT BUSSARD	IN SERVICE
MCP	A-85	2013 FORD EXPLORER	1FM5KY784DGA57901	EXPLORER	109489440	IGLB40	Jun-18	PATRICK ORTEGA	IN SERVICE
CTS	A-86	2013 FORD P/U	1FTFW1CF5DKD87007	F-150 SE	112279338	039QBX	Jun-18	KIRKCONNEL	IN SERVICE
CTS	A-87	2014 CHEVY IMPALA	2G115S531E9133897	SEDAN				EDWARD TOPPINO, SR	IN SERVICE
CTS	A-89	2014 JEEP CHEROKEE	1C4RJEGB2EC326416	GRAND CHEROKE	113580907	804QII	Jun-18	PAUL TOPPINO	IN SERVICE
MCP	A-92	2014 GMC P/U CREW CAB	3GTP1TEH7EG259227	WHITE	117388109	HKN5E	Jun-18	ANTHONY GALVAN	IN SERVICE
MCP	A-93	2014 GMC P/U CREW CAB	3GTP1TEH4EG268748	WHITE	117688156	667RGN	Jun-18	JOHN MCGEE	IN SERVICE
MCP	A-97	2014 CHEVY VAN	1GCWGFFA0E1137949	WHITE	113397615	292RRM	Dec-18	GEORGE SQUELLA	IN SERVICE
CTS	A-98	2007 FORD	1FDWF38P97EA14714	WHITE	120217354	ERKU45	Dec-18	H. HERNAEZ (GUAJIRO)	SOLD 4/10/18
CTS	A-99	2015 CHEV P/K	3GCPCREH3FG114247	WHITE	116253470	EKK070	Jun-18	LUIS PEREZ HERARA	IN SERVICE
CTS	A-100	2001 DODGE TRUCK	3B6MC365X1M545882	BLUE	83420886	GDKG78	Dec-18	VENIEL	IN SERVICE
2016 CTS	A-103	2015 GMC	1GTM1TEC1F2901678	WHITE	122489791	GLMY35	Jun-18	JEFF BURHAM	IN SERVICE
2016 FPT&R	RAMONA	2018 MERCEDES	WDDZF6GB1JA466148	BLACK	131009282	EPZD26	Sep-18	RAMONA TOPPINO	IN SERVICE
2016 FPT	FRANK	1936 FORD PHAETON MODEL 68	1824121711		114737700	BT4484	Jun-18	FRANK TOPPINO	IN SERVICE
2016 CTS	A-105	2015 GMC SIERRA	1GTMTECAFZ901769	WHITE	124543934	HDXL58	Jun-18	CARLOS KELLEY	IN SERVICE
2016 CTS	A-106	2014 FORD F-250 SUPER DUTY	1FT7W2A62EEB21814	WHITE	115237345	Y40NJK	Dec-18	JOSE GUADARAMA	IN SERVICE
2016 CTS	A-108	2016 FORD TRUCK F-150 2WD SUPERCR	1FTEW1CF2GF A22289	WHITE	120958301	HGYH45	Jun-18	ALBERTO BARBA	IN SERVICE
2016 CTS	A-109 (T-88)	2003 CHEVY 1/2 TON PICKUP	1GCCE14V53Z291958	WHITE	87818765	HGYC92	Jun-18	DYLAN COX	IN SERVICE
2017 CTS	A-110 (T-89)	2007 DODGE 1 TON TRUCK	3D6W6G46D77G81720	WHITE	98907096	HGYC93	Dec-18		IN SERVICE
2017 CTS	A-111	1990 FORD PICKUP (BLUE/WHITE)	1FTDF15N6LPA60810	BLUE & WHITE	115320067	HYJS68	Jun-18	CLINT KUHNIS	IN SERVICE
2017 CTS	A-112	2017 GMC SIERRA 2500 2WD	1G111REG7HF118566	WHITE	128053868	ILEC03	Dec-18	RICHARD TOPPINO	IN SERVICE
2017 CTS	A-113	1994 FORD F350 FLATBED	2FDKF38GXRC A65563	BLUE	65698205	IQPK89	Dec-18	ANDREW TOPPINO	IN SERVICE
2017 CTS	A-114	2016 CHEVY SILVERADO	1GC1KWE81GF277392	WHITE	125426635	IJCL66	Dec-18	DANIEL TOPPINO	IN SERVICE
2017 CTS	A-115	2017 CADILLAC ESCALADE-LEASE	1GYS3JKJHR373056	BLACK	LEASE	ISXD59	Jul-18	PATRICK STEVENS	IN SERVICE
2017 CTS	A-116	2018 GMC SIERRA 2500	1GT11REG5JF151314	WHITE	129275855	ISXF39	Dec-18	JOHN TOPPINO	IN SERVICE
2017 CTS	A-117	2018 GMC YUKON	1GKS1CKJ6JR138463	WHITE	129334931-LEASE	ISXG54	Jul-18	STEVE H.	IN SERVICE
2017 CTS	A-118	2018 ISUZU NPR XD	JALC4W166J7K00301	BOX TRUCK	129456971	IZLY22	Dec-18	JASON PEPPER MCP	IN SERVICE
2017 MCP	A-119	2017 GMC SIERRA 1500	3GTP1MEH2HG305198	GAZ SUMMIT	129708839	JAFE25	Jun-18	DEB TOPPINO	IN SERVICE
2017 -	DEBRA T	2018 CADILLAC ESCALADE		DEB TOPPINO	O/S	O/S	O/S		IN SERVICE
2017 MCP	A-120	2014 NISSAN TITAN	1N6BA0CH6EN511050	WHITE	120194655	JAF J20	Jun-18	CHRIS BUTLER	IN SERVICE
2017 CTS	A-121	2017 ISUZU NPR	54DB4J1B0HS807293	WHITE	130145611	IZM Q11	Dec-18	MOT JIMMY REEVES	IN SERVICE
2017 CTS	A-122	2018 GMC YUKON	1GKS1CKJ7JR234232	SILVER	LEASE	HOD51	Jan-19	RICHARD TOPPINO	IN SERVICE
2017 CTS	A-123	2018 TOYOTA TACOMA	5TFZ5CMT5JX057480	SILVER	O/S	IXC D28	Dec-18	ASHLEY PEATTIE	IN SERVICE
2017 CTS	A-124	2018 FORD EXPEDITION MAX	1FMJK1MT5JEA07468	WHITE	LEASE	GDK N61	Jun-19	FRANK TOPPINO	IN SERVICE
2017 CTS	A-125	2001 CHEVY PICKUP	2GCEC19T611260344	WHITE	1017389594	JDK B26	JUN-19	TIMMY JOSLYN	IN SERVICE
2017 CTS	A-126	2018 FORD TRUCK	1FTBF2A66JEB16619	WHITE	FTBF2A66JEB1661	JMVV61	12/31/2018	ORIOLO LOPEZ	IN SERVICE

CTS EQUIPMENT LIST

NO.	BACKHOES DESCRIPTION	SERIAL #	MODEL	TITLE #	DATE DELIVERED	STATUS
B-02	1987 CASE B/HOE	JJG0209914	590 Super L	6500		IN SERVICE
B-04	1994 CAT EXCAVATOR	9RL00362	322L	22000		IN SERVICE
B-18	1988 225 TRACK HOE	2ZD01409	225-B	18000		IN SERVICE
B-18	OVERHAUL ON B-18					IN SERVICE
B-20	1988 CAT EXCAVATOR	5-AF-00347	235-C	22000		IN SERVICE
B-40	1997 CAT EXCAVATOR	1JM00339	375-L	75000		IN SERVICE
B-42	2003 CASE B/HOE MODEL 1	JJG0288426	590 SM	40000	12/2005	IN SERVICE
B-43	1999 CAT B/HOE	2JR2415	325	5681 HRS		IN SERVICE
B-44	2003 VOLVO B/HOE	EW170KRC03631	EW 170	39500		IN SERVICE
B-45	2005 CAT B/HOE	FDP25239	420D	42700	5/12/2006	IN SERVICE
B-46	2007 CAT B/HOE	JJG00464	324DL	154000	5/4/2007	IN SERVICE
B-47	2006 CAT B/HOE	KCX01173	308C	69000	11/8/2007	IN SERVICE
B-48	2008 CAT B/HOE	PHX01025	320DL	3453 HRS	8/14/2012	IN SERVICE
B-49	2014 CAT B/HOE	PLW00629	329EL	1820	6/18/2014	IN SERVICE
B-51	2011 CASE 580SN B/HOE	JJGN58SNPBC542224	580SN		3/23/2015	IN SERVICE
B-52	2015 JOHN DEERE B/HOE	1FF075GXJE015481	75G		9/25/2015	IN SERVICE
B-53	2016 JOHN DEERE 50G EXCAVATOR	1FF050GXTGH284059	50G		6/24/2016	IN SERVICE
B-55	2016 CAT 326 FL EXCAVATOR	WGL00973	326FL		10/4/2016	IN SERVICE
B-56	HITACHI TRACKHOE				1/15/2017	IN SERVICE
B-57	20 VOLVO EW180	EW180220147	EW180 S1		2/20/2018	IN SERVICE
B-58	2016 VOLVO 235EL	C235E310169	ECR235EL		3/21/2018	IN SERVICE

NO.	BOAT DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	DATE DELIVERED	STATUS	INSURANCE
BOAT-01	2018 CAROLINA SKIFF	EKHA4967J718	EKH03	130166806	FL0858RN	Jun-18		IN SERVICE	
BOAT-01	2018 ROADKING TRAILER	5MUBB2327JF622116	ROLIUSIL		ISSR54	Jun-18		IN SERVICE	OCEAN MARINE POLICY



NO.	CRANES DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	DATE ISSUED	DATE OF EXPIRATION	DATE DELIVERED	STATUS
C-23	1983 GROVE 30TH	1K1S130010SK	TMS260B	60260505	MIN6BT	Jun-18	97096 miles	52424 hrs	12/8/07	IN SERVICE
C-24	2013 KENWORTH T370	2NKHMH78DM366404	2013 18 TON 600E2 NATIONAL CRANE	121431856	N6687X	Dec-18			DEL. 12/14/2015	IN SERVICE

NO.	DOZERS DESCRIPTION	SERIAL #	MODEL #	TITLE #	DATE DELIVERED	STATUS
D-28	1968 INTERN'L DOZER	23276	TD-20B	N/A		IN SERVICE
D-29	2000 KAOMATSU/CRAWLER	PO75738	D-32E-1	N/A		IN SERVICE
D-34	CAT DOZER D-5	CAT0D5K2EKYY00263	TD5K2LGP	N/A	DEL 01/15/2013	IN SERVICE
D-35	CAT DOZER D-5	CAT0D5K2JKYY01341	D5K2LGP	N/A	7/7/2017	IN SERVICE

NO.	GRADERS DESCRIPTION	SERIAL #	MODEL	TITLE #	DATE DELIVERED	STATUS
G-15	2004 CAT Grader	CBK 00495	12H			IN SERVICE
G-16	2008 LEE BOY	53460	685B			IN SERVICE

NO.	LOADERS DESCRIPTION	SERIAL #	MODEL #	TITLE #	DATE DELIVERED	LOCATION	STATUS
L-22	1999 BOB CAT	514428226	836				IN SERVICE
L-34	2002 CAT LOADER	8CR03546	IT-28G				IN SERVICE
L-39	2007 KOMATSU	72496	WA150L-5				IN SERVICE
L-40	2007 CAT	TAR01138	908		DEL 04/12/2007		IN SERVICE
L-41	2008 BOB CAT	A5GK20455	S220				IN SERVICE
L-42	2006 CAT LOADER	CAT0930HC DHC01469	930HIT	HNS.1407	DEL 08/22/2012		IN SERVICE
L-43	2008 CAT LOADER	CRD02672	938G	HNS. 5478	DEL 12/13/2012		IN SERVICE
L-44	2010 CASE LOADER	JEE 224701	621E		DEL 02/2013		IN SERVICE
L-45	2010 JOHN DEERE	DW744KX628126	744K		DEL 06/18/2013		IN SERVICE
L-46	2014 HYUNDAI	HLN01TD0000840	HL740-9		DEL 02/20/2014	AT MCP ROCKLAND	IN SERVICE
L-47	2014 CAT LOADER	HXC02214	924H		DEL 05/09/2014	AT MCP MARATHON	IN SERVICE
L-48	2015 CAT LOADER	CAT0950KLR4A02657	950K		DEL 07/01/2015		IN SERVICE
L-49	2012 CAT LOADER	HXC02695	924H		DEL 08/07/2015		IN SERVICE
L-50	2015 CAT LOADER	JRD00390	908H2		PUR 12/03/2015		IN SERVICE
L-51	2015 CAT SKID STEER	BYF01413	246D L1		6/24/2016		IN SERVICE
L-52	CAT 908H2	JRD02548	908H2		1/11/2017		IN SERVICE
L-53	KUBOTA COMPACT LOADER	31128	SVL75-2HW		10/30/2017		IN SERVICE
L-54	2014 CAT LOADER	CAT0930KTRHN03290	930KQC		1/3/2018		IN SERVICE

NO.	TRUCK-TRACTORS DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	FORM 2290	G/W	DRIVER	DATE DELIVERED	VENDOR	STATUS
T-01	1988 Ford Fuel Truck	1FDXW832AXVA31734	L 8000	68027462	4709AN	Dec-18	N/A	22000				IN SERVICE
T-02	1992 Ford 30 Tn DUMP (CONVERTED 2017)	1FDYU8W87CVA17200	L 7000	20580810	2C 31444	Dec-18	FORM 2290	72000	OLD LOWBOY			IN SERVICE
T-03	1995 Ford TL	1FTYB8888VA275782	L9000	67893443	1N 3306	Dec-18	FORM 2290	80000				IN SERVICE
T-38	1994 Ford TL-42	1FTY95877RVA201857	L-9501	80065260	1N 3306	Dec-18	FORM 2290	71000	SMALL LOWBOY			IN SERVICE
T-41	1998 Ford tractor TL-31	1FTY95877RVA201857	L-9501	80065260	1N 3306	Dec-18	FORM 2290	72000				IN SERVICE
T-42	2000 Ford Sterling Flat Bed	1FDY95877RVA201857	SL-8501	81993581	1N 3306	Dec-18	N/A	34999	RIMIX			IN SERVICE
T-43	1998 Ford tractor TL-42	1FTY95877RVA201857	L-9501	80065260	1N 3306	Dec-18	FORM 2290	72000				IN SERVICE
T-44	2000 Ford tractor TL-31	1FTY95877RVA201857	SL-8501	81993581	1N 3306	Dec-18	N/A	34999	LOW BOY			IN SERVICE
T-45	1998 Ford tractor TL-42	1FTY95877RVA201857	L-9501	80065260	1N 3306	Dec-18	FORM 2290	72000				IN SERVICE
T-46	2005 Mack Granite	1MZAG11C85M015595	CV713	90840767	N8377S	Dec-18	FORM 2290	80000	GONZALEZ			IN SERVICE
T-47	2005 Mack Granite	1MZAG11C85M015595	CV713	90840767	N8377S	Dec-18	FORM 2290	80000				IN SERVICE
T-48	1997 Ford Water Truck	1FDMX80EVA34167	8500	91581380	N6301V	Dec-16	FORM 2290	62000	Water truck			JUNKED UNTIL 0
T-49	1994 GMC DUMP TRUCK	1GDM7LJ8R1J510408	TOPKICK	92875839	1G 4574	Dec-18	TAKEN OFF 201	34999				IN SERVICE
T-50	1998 Kenworth	1NKDLV8X8J831755	T-8000	93288343	1N 3306	Dec-18	FORM 2290	60000				IN SERVICE
T-51	1999 Mercedes Forlift (MCP)	9177	M-5000		N/A		N/A	60000				IN SERVICE
T-52	1997 Ford Flat Bed	1FDXN80F1WVA09106	L80501	84546445	1L 2471	Dec-18	N/A	34999	ALBERTO	11/18/2005	Albert	IN SERVICE
T-53	1998 Freightliner step van	4U2A3N1Z1WC319191	9900M	94895583	2V 2400	Dec-18	N/A	14999	PIPE CREW	11/16/2008		IN SERVICE
T-54	1997 Intern'l Water Truck	1HTSDAANVH464561	4900 HD	97079059	RM2H13	Dec-18	N/A	25000	WATER TRUCK	DEL 5/15/06		IN SERVICE
T-55	2000 Intern'l Tractor	2H8RPAHNY0308378	9100	76500816	H12H12	Dec-18	FORM 2790	72000		DEL 7-17-08		IN SERVICE
T-56	2000 Intern'l Flatbed	1HTSCAANVH321163	378/1922	69777038	1L 2471	Dec-18	N/A	33000		11/3/2006		IN SERVICE
T-57	1995 Int Tractor	1H8BAHMXSH599522		77199399	1L 2471	Dec-18	FORM 2290	50000		12/28/2007	ATLANTIC FORD	IN SERVICE
T-58	1995 Ford Dump TK	1FDZV82E6SVA50040		69120847	1L 2471	Dec-18	FORM 2290	82000		4/5/2008		IN SERVICE
T-59	2007 Chevy	1GBJG39K87E595380		101121137	1L 2471	Dec-18	N/A	11400	SIDEWALK CREW	4/2/2010		IN SERVICE
T-60	2002 Inter Tractor	2H8CAAHM2C042917		85018221	1L 2471	Dec-18	FORM 2290	54999				IN SERVICE
T-61	1993 Ford	1FDYF48P15EA20255	F450	91381503	7Z 2327	Dec-18	N/A	11400	SIDE WALK			IN SERVICE
T-70	1993 Ford Dump	1FDYWE87E7RVA25284		64813899	1L 2471	Dec-18	FORM 2290	52000		1/10/2011	MONROE COUNTY	IN SERVICE
T-71	1993 Mack Roll Off	1HFB28030P4010925	DM690S	64234877	1L 2471	Dec-18	FORM 2290	85000		6/10/2011		IN SERVICE
T-72	2000 Volvo Offroad	A30CV60400	A30C	N/A	N/A		N/A	OFFROAD				IN SERVICE
T-73	2000 Volvo Offroad	A30CV3571	A30C	N/A	N/A		N/A	OFFROAD				IN SERVICE
T-74	2000 Volvo Offroad	A30CV3571	A30C	N/A	N/A		N/A	OFFROAD				IN SERVICE
T-75	2000 Volvo Offroad	A30CV3571	A30C	N/A	N/A		N/A	OFFROAD				IN SERVICE
T-76	FORD BOX TRUCK VAN	1FDWE37S1WBH58759		108769307	2L 2792	Dec-18	N/A	11000	U-HAUL	DEL 3-27-13		IN SERVICE
T-77	2001 Sterling Fuel Truck	2FZHANBS31A49796	T8000	83086444	1L 0111X	Dec-18	N/A	52000		DEL 12-6-12		IN SERVICE
T-78	2008 Kenworth Tractor	1KXDD8X08J160261	T8000	112055481	1L 0111X	Dec-18	FORM 2290	80000		DEL 6-8-13		IN SERVICE
T-79	2004 International	2HSCDA2X84C017027		112668346	1L 0111X	Dec-18	FORM 2290	65000				IN SERVICE
T-81	2001 Mack Dump	1M2B1803C31W028396	F660	116244812	1L 0111X	Dec-18	FORM 2290	83100		DEL 5/8/2014		IN SERVICE
T-82	2004 Ford F-550 Water Truck	3FRNF6A3A3V1L12099	F660	117099663	1L 0111X	Dec-18	N/A	29000	WATER TRUCK	DEL 12/11/2014		IN SERVICE
T-83	2009 Chevy 5500 HD	1GRGC3879F404916	5500 HD	102180445	1L 0111X	Dec-18	N/A	15999	STEVE H			IN SERVICE
T-84	2015 Suzuki MFGASOLINE	540BLL187F5894017	NPR	119454108	1L 0111X	Dec-18	N/A	12000	CONCRETE CREW	DEL 8/15/2015		IN SERVICE
T-85	1989 International	1HTSDAANVH240932	4900HD	118970423	1L 0111X	Dec-18	N/A	14999	WATER TRUCK	DEL 8/20/2015		IN SERVICE
T-86	2015 Western Star 4700SF	5KXMAVDV0PFGC4847	4700SF	125972311	N8843Y	Dec-18	FORM 2290	70000			no auction 11/16/16	IN SERVICE
T-87	2015 Western Star 4700SF	5KXMAVDV0PFGC4845	4700SF	125572394	N8844Y	Dec-18	FORM 2290	70000			no auction 11/16/16	IN SERVICE
T-88	2014 Western Star 4700SF	5KXMAVDV0PFGC4846	4700SF	125572317	N8842Y	Dec-18	FORM 2290	70000			REV TRUCK CENTER	IN SERVICE
T-89	2007 International 4300	1HTMAAAN27H415230	4300	98630839	N1082Y	Dec-18	N/A	34999				IN SERVICE
T-90	2010 International Prostar	3H8CLAPR7A168701	PROSTAR	127755375	1GLG44	Dec-18	N/A	20000	N/A			IN SERVICE
T-91	2017 Dumper 6001-DW60	WKC1801CPAL01206	DW60	N/A	N/A	N/A	N/A	OFFROAD				IN SERVICE
T-92	2017 Dumper 6001-DW60	WKC1801CPAL01206	DW60	N/A	N/A	N/A	N/A	OFFROAD				IN SERVICE
T-93	2017 Dumper 6001-DW60	WKC1801CPAL01206	DW60	N/A	N/A	N/A	N/A	OFFROAD				IN SERVICE
T-94	2018 Western Star 4700SB	5KXMAVDV1L1Z2592	4700SB	130629320	P8172A	Dec-18	FORM 2290	70000			LOU BACHROOT	IN SERVICE
T-95	2013 Western Star 4700SB	5KXMAVDVXK1K32686	4700SB	130602057	P8191A	Dec-18	FORM 2290	70000			LOU BACHROOT	IN SERVICE
T-96	2013 Western Star 4700SB	5KXMAVDVXK1K32686	4700SB	130602057	P8191A	Dec-18	FORM 2290	70000			LOU BACHROOT	IN SERVICE
T-98 (MCP)	2013 Western Star 4700SB	5KXMAVDV8JLJY4129	4700SB	130698271	P9165A	Dec-18	FORM 2290	70000			LOU BACHROOT	IN SERVICE

NO.	TRAILERS DESCRIPTION	SCOW	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	TRUCK	STATUS
TL-16	1993 Home Made Trailer		NOVINO00082608072	Welding Tr.		L416UV	Jun-18	welding	IN SERVICE
TL-31	1995 Borco	SCOW	1B9DS2525SP313014		69828716	5192CQ	N/A-PERM TRL	T-41	IN SERVICE
TL-42	1996 Borco	SCOW	1B9DS2528TP313009		70544631	5194CQ	N/A-PERM TRL	T-64	IN SERVICE
TL-44	1997 B/Hoe TL.		NOVINO200057315			GPYS86	Jun-18		IN SERVICE
TL-45	1999 Borco TL.	SCOW	1B9DS292XP313007	Dump	76943606	4114CQ	N/A-PERM TRL	T-67	IN SERVICE
TL-46	2002 CLEVELAND TL.	LOW BOY	4MNDK262221001520	10 Ton TL	86223083	5199CQ	N/A-PERM TRL	T-39	IN SERVICE
TL-47	2004 AMERICAN PACE		4FPFB10194G078271	JT610SA		GPYS67	Jun-18	Jessie	IN SERVICE
TL-48	1996 TRAIL KING	LOW BOY	1TKA04821TM065267	TK70HT	70577768	5193CQ	N/A-PERM TRL	T-45	IN SERVICE
TL-49	2005 BORCO DUMP	SCOW	1B9DS29275P313001	RDS	94841618	5197CQ	N/A-PERM TRL	T-38	SOLD 5/10/18
TL-50	2005 UTILITY TL		HITC882000060805	5+8		EELK99	Jun-18	wash crew	IN SERVICE
TL-51	2006 CARGO		5NHUFT0116U209935			GPYS88	Jun-18	ALEX MEDEROS	IN SERVICE
TL-52	2006 BARCO	SCOW	1B9DS25286P313001		96585366	5198CQ	N/A-PERM TRL	38953	IN SERVICE
TL-56	1979 PIPE CREW OFFICE		7U93074019		97154173	M075JG	Jun-18	CLINT KUHNS	IN SERVICE
TL-57	Groat Pump		NOVINO200862825			105PLD	Jun-18		IN SERVICE
TL-58	2014 LOW BOY EAGER BEAVER	LOW BOY	112SD2492EL079438	50GSL/3	115252105	5195CQ	N/A-PERM TRL	DROP NECK LOWBOY	IN SERVICE
TL-59	2014 HITCH KING (PAUL TOPPINO)	PERSONAL	H1TK4820007201450			588QVV	Jun-18	PAUL TOPPINO	PERSONAL
TL-60	1988 SUN	bobcat trailer	154CH1623JT010547			GBGP67	Jun-18	bobcat trailer	IN SERVICE
TL-61	2015 SWTM 7x16 CARGO TRAILER	jobsite	1S907X164FM982079	SW-07X16T		JAFK26	Jun-18	CLINT KUHNS	IN SERVICE
TL-62	2016 8.6 X 18FT TANDEM AXEL ENCLOS	jobsite	1S986X18XGM982290	SWTM	125345531	HCMZ92	Jun-18	JOSE G	DEPOSIT PAID 9/28/18
TL-64	2014 CONTINENTAL TRAILER	jobsite	5HUNS428EU107336		113908939	HYJR63	Jun-18	PURCH 3/2017	JESSIE HARRIS
TL-65	2018 TRAIL-EZE	LOW BOY	1DAHFCX2XJP022297	TE80HT40	127414186	5198CQ	N/A-PERM TRL	LOW BOY	IN SERVICE
TL-66	2017 PALMER TRAILER	SCOW	1P924HS29HA003422	TA24H	129533608	5239CU	N/A-PERM TRL		IN SERVICE
TL-67	2018 PALMER TRAILER	SCOW	1P924HS22JA003445	TA24H	129533637	5240CU	N/A-PERM TRL		IN SERVICE
TL-68	1974 MILER TRAILER		17662	YELLOW	1017390432	JDK B25	Jun-19	Jan-18	YELLOW

NO.	ROLLERS DESCRIPTION	SERIAL #	MODEL #	DATE DELIVERED	STATUS
R-02	1988 Dynapac Roller	686B036	CA2511		IN SERVICE
R-03	1981 Case Vibratory	840124421	W-121	NO INS	IN SERVICE
R-04	Rammax Trench Roller		PC23/16C	NO INS	IN SERVICE
R-06	Amerimax	35110740	P33	NO INS	IN SERVICE
R-20	Walk Behind Roller	8300258	SDS33D	NO INS	IN SERVICE
R-23	Bomag Roller 2006	.101920001051.	BW 141AD-4	NEW AS OF 1-25-06	IN SERVICE
R-25	INGERSOLL RAND	165472	DD-12	10/24/2006	IN SERVICE
R-26	2009 RAM MAX	1537819	P33/ 24HMMR		IN SERVICE
R-27	CAT ROLLER	24001873	CB-24	REC. 1-8-13	IN SERVICE
R-28	DYNAPAC ROLLER	10000138E0A011324	CA2500	REC 4-2014	IN SERVICE
R-29	2009 CAT CB24	CATOCB24P24000545	CB24	DELIVERED 2016-09-26	IN SERVICE
R-30	2014 BOMAG	101920651004	BW190AD	WAITING ON DELIVERY	

NO.	CRANES DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	IAG EXP DATE	DATE ISSUED	DATE OF EXPIRATION	DATE DELIVERED	STATUS
C-23	1983 GROVE 30TH	1K1S130010SK	TMS260B	60260505	MIN68T	Jun-18	97096 miles	52424 hrs	12/6/07	IN SERVICE
C-24	2013 KENWORTH T370	2NKHHM7X8DM366404	2013 18 TON 600E2 NATIONAL CRANE	121431856	N6597X	Dec-18			DEL. 12/14/2015	IN SERVICE



NO.	DRILL RIGS Description	Serial #	Model #	Title #	Tag #	FORM 2290	GVW	STATUS
DR-01	1980 DRILL RIG	490XVGH3183	CAB 1FTYR90LORVA00118	67785440	U5470Q	Jun-18		10-23-03 ISSUED
RIG-01	HUGHES DIGGER ASSEMBLY	W5940180	MF60T					IN SERVICE
DR-02	1999 INTERNATIONAL 2674 6X4 TRUCK	1HTGLAXT7XH211755		98867063	N5731Z	Dec-18	61999	IN SERVICE
RIG-02	2000 GUSS PECH HD-51 BUCKET DRILL		HD-51			FORM 2290		IN SERVICE