

Attachment A

Proposal Checklist

Attachment B

Qualifications Statement

QUALIFICATION STATEMENT - GENERAL

1. Legal Name, Address, and Telephone Number:

Charley Toppino & Sons, Inc

129 Toppino Industrial Dr, Key West, FL 33040; 305-296-5606

2. Check one: Corporation If a Corporation, State: Date of Incorporation: 8/2/1984

State in which Incorporated: FL

Name and Title of Principal Officers

Date of Assuming Position

Richard Toppino, President

10/11/2019

John Toppino, Treasurer

10/11/2019

Andrew Toppino, Vice President

10/11/2019

If an Out-of-State Corporation, currently authorized to do business in Florida, give date of such authorization.

3. If Partnership:

Date of Organization: _____

Nature of Partnership (General, Limited, or Association):

Name and Address of Partners:

4. If an Individual, State - Name and Address of Owner:

5. Partnership Individual

TOP REASONS TO CHOOSE CHARLEY TOPPINO & SONS



100 YEARS IN THE KEYS

We represent the history of the Keys. Our founder Charley Toppino came to the United States on his own in 1906. By the 1930s, Toppino & Sons had already built a bustling business in the Keys that people still know today for our craft and ability to complete challenging projects.

SAFETY IS OUR TOP PRIORITY

Charley Toppino & Sons doesn't hope for safe outcomes. We plan for them. From ongoing safety training that begins on a team member's first day to honest communication and adaptability, we're always looking for ways to increase safety throughout our business. Our high safety standards benefit workers, clients, and community members alike.

THE RIGHT TRAINING MATTERS

From comprehensive safety training that starts on day one to OSHA 10 and OSHA 30 Certifications, we invest in employee education and preparedness. Toppino & Sons also provides specialized operator training when team members are ready for the next level. We work with passionate, driven individuals who are here for personal development and professional growth as much as a paycheck.

COMMUNITY IS EVERYTHING

Our team members, partners, and clients are our friends, neighbors, and family members here in the Keys. We handle our community's unique needs, from storm cleanup to material recycling. We know the Keys' challenges, including weather vulnerability, which is why we also aid with disaster relief.

COMPREHENSIVE CONTRACTING SERVICES

At Charley Toppino & Sons, we're dedicated to making each project as hassle-free as possible. We're easy to work with and can quickly find suitable partners for any build, initiative, or new project. When working in the Keys, you want to trust your projects to locals who will do the job quickly, safely, and within budget.

- **Disaster Relief & Cleanup**
- **Mitigation**
- **Demolition**
- **Land Clearing**

RECENT EMERGENCY MANAGEMENT SERVICES PROVIDED:

Hurricane Ian (2022) –	Clients: AshBritt, Inc, City of Key West
Hurricane Irma (2017) –	Clients: City of Key West, Monroe County, AshBritt, Inc



ABOUT OUR COMPANIES



CHARLEY TOPPINO & SONS

Founded in the 1920s, Charley Toppino & Sons has deep roots in the Florida Keys, and we're proud of them. CT&S has completed thousands of difficult projects in the Keys over the past 90+ years.

We do "everything civil" from shoreline restoration and beach nourishment to keep our beautiful shores resilient to large infrastructure projects that provide the critical support our island community needs. Our goal is to build lifelong relationships with our clients and create a better quality of life for everyone in our community.

Today, CT&S has over 160 employees and is one of the largest private employers in Monroe County. We maintain a fleet of over 200 pieces of heavy equipment and operate a 50-acre recycled aggregates production facility on Rockland Key. **We are the only local option ready to take on civil projects from 100M to 100K.** Let us show you what we can do.

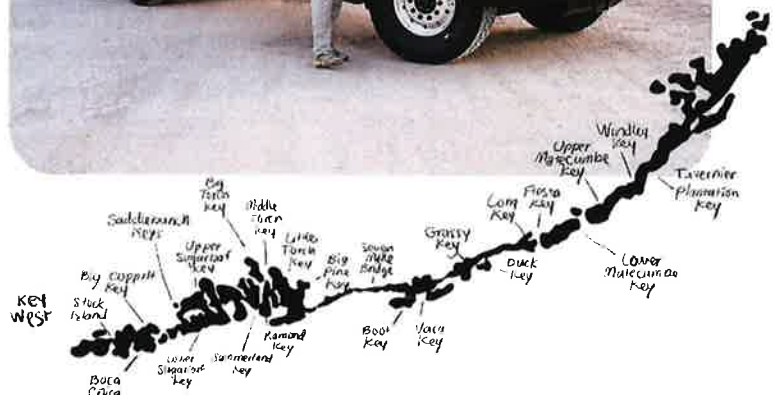
MONROE CONCRETE PRODUCTS

In 1947, Charley Toppino & Sons started producing ready-mix concrete for Keys residents and their projects. Our concrete business grew for decades as we worked on landmark projects across the Florida Keys. In 1997, we established Monroe Concrete to help differentiate our concrete business from our contracting work.

Monroe Concrete is a fourth-generation, family-owned and operated subsidiary of Charley Toppino & Sons, with a proud history of serving the Florida Keys community. The team of concrete experts works tirelessly to provide Monroe County, FL, with the best materials quickly. We offer a wide variety of structural, rapid-strength, and color-in concrete. Monroe Concrete also has mix designs for any project. **We are the only FDOT approved ready mix facilities in Monroe County.** MCP operates a fleet of 18 mixers and two locations to handle projects of any size.

LOCAL COLLABORATION

Charley Toppino & Sons is constantly working with local organizations, contractors and construction teams. We're proud members of a tight-knit industry and community full of hard-earned Keys specific knowledge and expertise. If you are looking for market experts to deliver your project, we are here to help.



Major Projects

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
TOMMY ROBERTS MEMORIAL STADIUM	Name: Ajax Building Corp Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	5/15/2023	UNDERGROUND UTILITIES, EARTHWORK,	ACTIVE	\$3,498,543.00
KWIA TAXIWAY A EXTENSION AND MITIGATION	Name: MONROE COUNTY BOCC Address: 500 WHITEHEAD ST, KEY WEST, Telephone: 305-292-4426	Name: Charles Waller Com: Jacobs Engineering Group Telephone: 904-636-5432	11/17/2021	UTILITIES, DRAINAGE CONCRETE RESTORATION	PRE-CON	\$7,210,999.66
FKAA STOCK ISLAND DISTRIBUTION PUMP STATION	Name: FKA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: JOEL SMASON Company: CAROLLO ENGINEERING Telephone: 561-868-6403	9/23/2020	PUMP STATION INSTALLATION	COMPLETE	\$5,527,874
FDOT T6535	Name: General Asphalt Co, Inc Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	Name: Favio Laverde Company: Trace Consultants, Inc Telephone: 786-808-0090	3/23/2022	CLEARING, EARTHWORK, UTILITIES	COMPLETE	\$4,153,171
SUGARLOAF SCHOOL SITEWORK	Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	4/15/21	UTILITES GRADING ASPHALT	COMPLETE	\$3,884,348.24
SOUTH STREET IMPROVEMENTS	Name: City of Key West; Eric Augst Address: 1300 White St, Key West Telephone: 305-809-3964	Name: Karen Falkenberry Company: Jacobs Engineering Telephone: 904-636-5432	3/14/2024	DRAINAGE, STRUCTURES INSTALLTION , PAVEMENT, STRIPING	ACTIVE	\$3,513,261.06
WRECKERS CAY APARTMENTS	Name: Gediminas Bulota Integra Investments Telephone: 305-774-0110	Name: Aldo Minozzi Company: PQH Group Telephone: 904-224-0001	3/30/2021	MULTI-UNIT HOUSING CONSTRUCTION	COMPLETE	\$49,433,701

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
KWIA ACCESS ROAD	Name: BETH LETO 3491 S ROOSEVELT BLVD, KEY WEST Telephone: 305-809-5239	Name: Scott Kunselman Company: McFarland Johnson Telephone: 321-431-7029	3/19/21	CLEARING, ASPHALT, STRIPING, DRAINAGE	COMPLETE	\$3,213,636
ST MARY'S ACTIVITY CENTER	Name: ARCHDIOCESE OF MIAMI Address: 9401 BISCAYNE BLVD, MIAMI Telephone: 305-762-1032	Name: CARLOS HUEMBES Company: VILLA AND ASSOCIATES Telephone: 305-661-8181	5/8/2017	UTILITIES, BUILDING CONSTRUCTION	COMPLETE	\$1,574,143.14
ISLAMORADA TRANSMISSION MAIN	Name: MICHEL'S PIPELINE Address: 817 Main St, Brownsville WI Telephone: Justin Cooke, 920-924-4300	Name: NITA M. NAIK Company: WADE TRIM Telephone: 813-882-4373	1/17/2022	WATER MAIN INSTALLATION; INJECTION WELLS	ACTIVE	\$23,717,966
FDOT T6489	Name: Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555	Name: Hernan Lugo Company: HBC Engineering Telephone: 305-232-7932	6/23/20	Earthwork, Stabilization, RipRap	COMPLETE	\$6,014,031.65
TRUMAN WATERFRONT PARK PHASE 1B	Name: Albi Balliu Address: 1100 United St, Key West, FL Telephone: 305-809-3962	Name: Erica Pool Company: K2M Design Telephone: 305-292-7722	9/27/19	Building Renovation, Athletic Field Development, Install	COMPLETE	\$4,765,712.00
UNITED STREET IMPROVEMENTS	Name: CITY OF KEY KEY WEST Address: 1300 White St, Key West Telephone: 305-292-4426	Name: Karen Falkenberry Company: JACOBS ENGINEERING Telephone: 813-2823500	4/10/23	EARTHWORK, DRAINAGE INSTALLATION	ACTIVE	\$4,860,063
STANLEY SWITLIK ELEMENTARY SCHOOL	Name: Ajax Building Corporation Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	Name: ALLEN PEREZ Company: PEREZ ENGINEERING Telephone: 305-293-9440	2/27/18	SITework, UNDERGROUND UTILITIES	COMPLETE	\$4,343,634.55

MAJOR PROJECTS

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
FDOT E6L20-S ROOSEVELT BLVD	Name: GENERAL ASPHALT CO Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	Name: Manosh Varghese Metric Engineering, Inc: 13940 SW 136th St, Miami, FL 33186 Telephone: 305-293-9440	8/23/22	DRAINAGE, EARTHWORK, UTILITIES, PUMP STATION	ACTIVE	\$10,556,104.42
FKAA KEY HAVEN FM EXTENSION	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	Name: DAVID L. MATHEWS Company: MATHEWS CONSULTING Telephone: 561-655-6175	11/22/2018	UNDERGROUND UTILITIES, LIFT STATIONS	COMPLETE	\$2,762,000.00
LOFTS AT BAHAMA VILLAGE	Name: Marino Construction Group 7025 Shrimp Road, Key West, FL Telephone: 305-356-5269	Name: Josh Jennings Company: Weiler Engineering Corp Telephone: 941-505-1700	12/28/23	SITE DEVELOPMENT, UTILITIES, CONCRETE	ACTIVE	\$4,588,737.50
KWIA CONCOURSE A AND TERMINAL	Name: SIMV 1, LLC Address: 2121 PONCE DE LEON BLVD STE 1250, CORAL GABLE, FL 33134 Telephone: 305-296-3904	Name: MICHAEL GIARDULLO Address: 201 W. MARION AVE STE 1306, PUNTA GORDA, FL Telephone: 941-505-1700	09/19/2022	SITework, AIRPORT RAMP/ APRON	ACTIVE	\$10,556,104
BIG PINE OBSERVATION PLATFORM AND REYNOLDS ST PIER	Name: NV2A Gulf KeyStar JV Address: 9100 S. Dadeland Blvd, Miami, FL Telephone: 305-202-0610	Name: Stantec Address: 21301 Powerline Rd, Ste 311 Boca Raton, FL 33433 Phone: 561-487-3379	3/21/2018	Platform Construction, Piling, Boardwalk, Pier Restoration	COMPLETE	\$762,854.75
QUARRY HOUSING DEVELOPMENT	Name: QUARRY PARTNERS LLC 3030 HARTLEY RD, Address: JACKSONVILLE, FL 32257 Telephone: 904-288-7778	Name: RODOLFO MARTIN Company: PQH GROUP DESIGN, INC Telephone: 904-224-0001	6/7/2018	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK, PAVING, STRIPING	COMPLETE	\$6,163,588.00
MARTY'S PLACE	Name: Marty's Place Associates, LTD Address: 1434 Kennedy Dr, Key West Telephone: 305-293-4800	Name: Mark McLean Company: MHK Architecture & Planning Telephone: 239-250-9915	2/12/2019	Residential Facility Construction	COMPLETE	\$10,461,140

Attachment C

Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2024

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).

PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	CONTACT NAME: Iliana Abbate	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: FLCertificates@MarshMMA.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Co of America		25666
INSURER B: Phoenix Insurance Company		25623
INSURER C: Travelers Indemnity Company		25658
INSURER D: Travelers Property Casualty Co of Amer		36161
INSURER E:		
INSURER F:		

INSURED CHARLTOPPI
 Charley Toppino & Sons Inc.
 Monroe Concrete Products Inc.
 P.O BOX 787
 Key West FL 33041

COVERAGES **CERTIFICATE NUMBER:** 312390103 **REVISION NUMBER:**

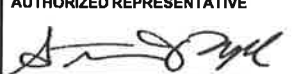
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DTCO3202M181TIA24	5/19/2024	5/19/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	810ON4284482426G	5/19/2024	5/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP3J6572212426	5/19/2024	5/19/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB4K5263662426G	5/19/2024	5/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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.

Certificate holder, as Designated Organization, is an Additional Insured as respects General Liability (including Products-Completed Operations), Auto Liability, and Umbrella Liability. General Liability is primary and non-contributory. Waiver of subrogation as respects General Liability, Auto Liability, Umbrella Liability, and Workers Compensation in favor of Additional Insured. All of the above is applicable when required by written contract subject to the terms, conditions and exclusions of the policy.

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 

INSURANCE REQUIREMENTS

- 1.0 **GENERAL INSURANCE REQUIREMENTS:**
- 1.01 During the Term of the Agreement, the Proposer shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Proposer's Liability policies with the exception of the Proposer's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Proposer shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Proposer fails to provide or maintain the insurance coverages required in his Agreement at any time during the Term of the Agreement and if the Proposer refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement.
- 1.06 The Proposer shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Proposer shall promptly authorize and have delivered such statement to the City.
- 1.07 The Proposer authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Proposer's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Proposer shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Proposer in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Proposer under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Proposer. The Proposer alone shall be responsible for the sufficiency of its own insurance program. Should the Proposer have any question concerning its exposures

to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

- 1.12 During the Term of this Agreement, the City and its agents and Proposers may continue to engage in necessary business activities during the operations of the Proposer. No personal property owned by City used in connection with these business activities shall be considered by the Proposer's insurance company as being in the care, custody, or control of the Proposer.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Proposer shall be responsible for all deductibles and self-insured retentions.
- 1.14 All the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Proposer.
- 1.17 If the Proposer utilizes Contractors or Sub-Contractors to perform any operations or activities governed by this Agreement, the Proposer will ensure all Contractors and Sub-Contractors to maintain the same types and amounts of insurance required of the Proposer. In addition, the Proposer will ensure that the Contractors and Sub-Contractors' insurances comply with all of the Insurance Requirements specified for the Proposer contained within this Agreement. The Proposer shall obtain Certificates of Insurance comparable to those required of the Proposer from all Contractors and Sub-Contractors. Such Certificates of Insurances shall be presented to the City upon request. Proposer's obligation to ensure that all Contractors and Sub-Contractor's insurance as provided herein shall not exculpate Proposer from the direct primary responsibility Proposer has to the City hereunder. The City will look directly to Proposer for any such liability hereunder and shall not be obligated to seek recovery from any Contractor or Subcontractor or under such Contractor's or Sub-Contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Proposer unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

If the Proposer has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Proposer will be required to issue a formal letter (on the Proposer's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*.

Commercial General Liability Insurance shall be maintained by the Proposer on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & each Property Damage Liability	\$1,000,000.00 Combined Single Limit Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Proposer for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Proposer as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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If the Proposer does not own any vehicles, this requirement can be satisfied by having the Proposer's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Attachment D

Local Vendor Certification Pursuant to City of Key West Ordinance
09-22
Section 2-798

**LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST ORDINANCE 09-22
SECTION 2-798**

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

- a) Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principal address within 30 miles of the boundaries of the city for at least one (1) year immediately prior to the issuance of the solicitation;
- b) Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries; and
- c) Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name: Charley Toppino & Sons, Inc
Phone: 305-296-5606
Current Local Address: 129 Toppino Industrial Dr, Key West, FL 33040
Fax: 305-296-5189

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

Length of time at this address: 75 Years

_____ 5/28/24

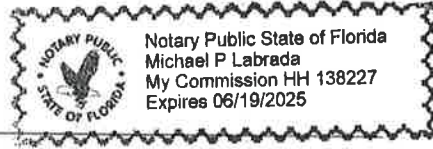
Signature of Authorized Representative

Date

NOTARY FOR THE PROPOSER STATE OF FL
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 28 day of May 2024.
By Richard Toppus of Charley Toppus & Sons, Inc
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
or has produced _____ as identification.

Michael Labrada
Signature of Notary



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

Print, Type or Stamp Name of Notary

Title or Rank

Attachment E

Indemnification Form

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, PO Box 787, Key West, FL 33041

SEAL:

Address

Signature

Print Name

Title

DATE:

5/26/27

NOTARY FOR THE PROPOSER STATE OF FL

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 28 day of May 2024.

By Richard Toppino

of Charley Toppino & Sons, Inc.

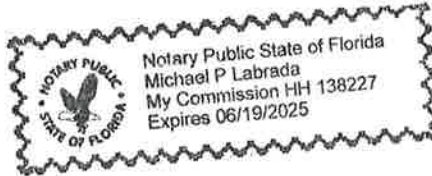
(Name of officer or agent, title of officer or agent)

(Name of corporation acknowledging)

or has produced _____ as identification.

Michael Labrada

Signature of Notary



Print, Type or Stamp Name of Notary

Return Completed form with

Supporting documents to:

City of Key West Purchasing

Title or Rank

Attachment F

Anti-Kickback Affidavit

ANTI-KICKBACK AFFIDAVIT

STATE OF FL

: SS

COUNTY OF MONROE

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

BY: _____



The foregoing instrument was acknowledged before me this 29 day of May 2024.

By Richard Toppas

of Charley Toppas & Sons

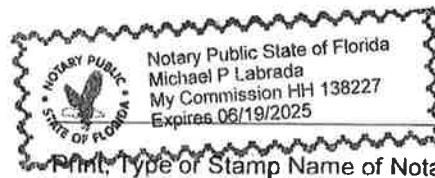
(Name of officer or agent, title of officer or agent)

(Name of corporation acknowledging)

or has produced _____ as identification.

Michael Labrada

Signature of Notary



Print, Type or Stamp Name of Notary

Return Completed form with

Supporting documents to:

City of Key West Purchasing

Title or Rank

Attachment G

Public Entity Crimes Form

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

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

1. This sworn statement is submitted with RFP, Bid or Contract No. RFP 24-012 for
Emergency Management Debris Staging Area

2. This sworn statement is submitted by Charley Toppino & Sons, Inc (Name of entity submitting sworn statement)
whose business address is 129 Toppino Industrial Dr, Key West, FL 33041 and (if
applicable) its Federal Employer Identification Number (FEIN) is
59-2426906 (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement.)

3. My name is Richard Toppino and my relationship to
(Please print name of individual signing)

the entity named above is President

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

[Handwritten Signature]

(Signature)

5/28/24

(Date)

NOTARY FOR THE PROPOSER STATE OF FL

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 28 day of May 2024.

By Richard Toppino

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

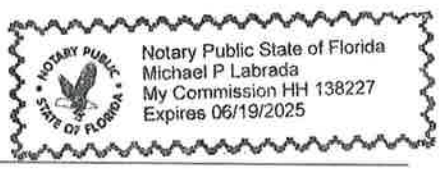
of Charley Toppino & Sons

(Name of corporation acknowledging)

or has produced _____ as identification.

[Handwritten Signature]

Signature of Notary



Print, Type or Stamp Name of Notary

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

Title or Rank

Attachment H

Non-Collusion Declaration and Compliance

NON-COLLUSION AFFIDAVIT

STATE OF FL

: SS

COUNTY OF MONROE

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

By:  _____

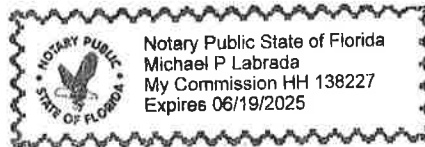
Sworn and subscribed before me this

29 day of May, 2024.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED
NONRESPONSIVE**

Attachment I

Cone of Silence Affidavit

Attachment J

Equal Benefits for Domestic Partners

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)
COUNTY OF MONROE) : SS

I, the undersigned hereby duly sworn, depose and say that the firm of _____

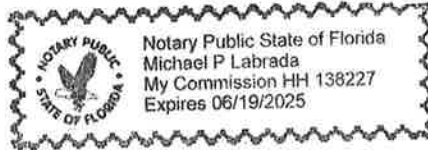
CHARLEY TOPPINO & SONS, INC

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this 29 day of May 2024.

Michael P Labrada
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: _____

Attachment K

Vendor Certification Regarding Scrutinized Companies List

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: <u>CHARLEY TOPPINO & SONS, INC</u>		
Vendor FEIN: <u>59-2426906</u>		
Vendor's Authorized Representative Name and Title: <u>RICHARD TOPPINO, PRESIDENT</u>		
Address: <u>129 TOPPINO INDUSTRIAL DR</u>		
City: <u>KEY WEST</u>	State: <u>FL</u>	Zip: <u>33040</u>
Phone Number: <u>305-296-5606</u>		
Email Address: <u>RTOPPINO@CHARLEYTOPPINO.COM</u>		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified by: RICHARD TOPPINO PRESIDENT
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:  _____

Attachment L

Unit Price Proposal Form

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, TOMS 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, KEY WEST, FL 33040

Phone/ Fax: 305-296-5606

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: CITYCLERK
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
_____	_____
_____	_____
_____	_____

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. (Attach Schedule)

Confirmation of Signature of Unit Price Proposal Information

CHARLEY TOPPINO & SONS, INC

Name of Proposer

President

Title



Signature of Proposer

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 (10 ACRES)</u>
1 - 2	\$450.00	\$4,500.00
3 - 4	\$470.00	\$4,700.00
5 - 6	\$490.00	\$4,900.00

EXHIBIT A
LEASED PREMISES



Attachment M

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

ACKNOWLEDGEMENT OF CONFORMANCE WITH FEMA / NIMS STANDARDS

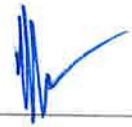
TO: CITY OF KEY WEST

Proposer's Name: I, RICHARD TOPPINO, hereby acknowledge and agree that the Proposer or their Designee have the sole responsibility for compliance with all requirements of the Federal Emergency Management Agency (FEMA) and the National Incident Management System (NIMS) 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 acts.


ATTEST

CHARLEY TOPPINO & SONS, INC
PROPOSERS NAME


ATTEST

By: 

Attachment N

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

Attachment N

This Statement is to Attest That Proposer CHARLEY TOPPINO & SONS, INC is Familiar with City's Comprehensive Emergency Management Plan (CEMP) and Hazard Annex.



**STATE OF FLORIDA
COUNTY OF MONROE**

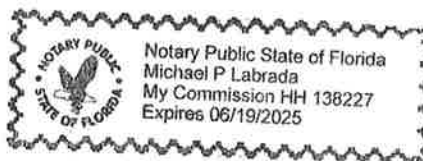
Sworn to or affirmed and signed before me on 29 by May 2024

Michael Labrada
NOTARY PUBLIC OR CLERK

Michael Labrada
Print Name

SEAL or STAMP:

Personally known
ID Produced: _____

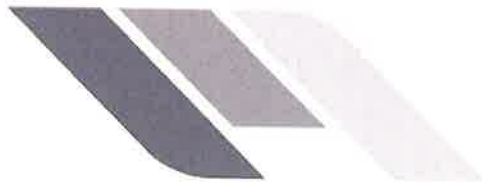


Attachment O

Sample of Proposer's Training Materials and Certificates



Safety & Health Program



MONROE
C O N C R E T E

TABLE OF CONTENTS

- Section 1 - Management Commitment and Involvement Policy Statement**
- Section 2- Employee Responsibilities**
- Section 3- Supervisors Responsibilities**
- Section 4- Disciplinary Policy**
- Section 5- Safety Committee**
 - Safety Committee Organization
 - Responsibilities
 - Meetings
 - Meeting Minutes
- Section 6- New Hire and Orientation Procedures**
 - Orientation Form
- Section 7- Return To Work Procedures**
- Section 8 - Safety and Health Training**
 - Safety and Health Orientation
 - Job-Specific Training
 - Periodic Retraining of Employees
- Section 9 - First Aid Procedures**
 - Minor First Aid Treatment
 - Non-Emergency Medical Treatment
 - Emergency Medical Treatment First Aid Training
 - First Aid Instructions
- Section 10 - Driving Safety/ Accident Investigation**
 - Accident Investigation Procedures
 - Investigation Report Form
- Section 11 - Recordkeeping Procedures**
- Section 12 - Safety Rules, Policies, and Procedures**
- Section 13 - Excavation Safety**
- Section 14- Confined Space Safety**
- Section 15- Demolition Safety**
- Section 16- Landscaping / Right of Way Maintenance Crew**
- Section 17- OSHA Inspections**
- Section 18- EEO Policies**

Attachment P

Proposer's Experience / Reference List

ATTACHMENT P

PROPOSER'S EXPERIENCE / REFERENCE LIST

Customer / Client Name	Contact Name	Telephone	Email	Address	Years of Service	Scope of Services
Monroe County	Kevin Maddox	305-453-8788	wilson-kevin@monroecounty-fl.gov	500 Whitehead St, Key West, FL 33040	20	Debris Collection, Staging, Haul out
AshBritt, Inc	Dow Knight	954-725-6992	dknight@ashbritt.com	565 E Hillsboro Blvd, Deerfield Beach, FL 33441	9	Debris Collection, Staging, Haul out

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
Rey Martinez	29 years at Charley Toppino & Sons	Licensed Engineer, extensive work history in site management
Roman Orofino	15 Years Construction Experience	General Manager of Charley Toppino & Sons
Project Manager		
Exercise Program Leader		
Instructor		

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

- Instructor
- Project Manager
- Exercise Program Leader



REY MARTINEZ

Operations Manager

EDUCATION

University of Havana, Cuba
Civil Engineer Degree
Professional Engineer FL License 83402

Higher Polytechnical Institute, Havana, Cuba
Ingeniero Civil- Equivalent to US: Bachelor of Science, Civil Engineer

EMPLOYMENT HISTORY

Charley Toppino & Sons, Inc.
Operations Manger
1995 – Present

Old Havana District, Architectural Department
Field Engineer
1993 – 1994

EMPIFAR- Military Engineering firm in Havana
Design Engineer
1989 – 1993

WORK EXPERIENCE

Florida Keys Aqueduct Authority - Big Coppitt Key
Construct 34,000+ LF of new sanitary sewer, 1500+ new service laterals, develop and installed 10 Lift stations, 2500+ LF of force main & services, full asphalt replacement

Gravity Injection Wells Phase I – City of Key West
Drill 39 storm water gravity injection wells, install and replace underground water mains, sanitary sewer, catch basins, well boxes. Replace curbs & ADA sidewalks, restore asphalt.

Florida Keys Aqueduct Authority - Transmission System
Key Haven to Rockland Key

Florida Keys Aqueduct Authority- Pump Station Boca Chica



CONTACT

PHONE:
305-296-5606 ext. 124

WEBSITE:
www.charleytoppinoandsons.com

EMAIL:
ReyM@charleytoppino.com



ROMAN OROFINO

General Manager

EDUCATION

University of Florida, Gainesville, FL
2010 - 2012

Santa Fe Community College, Gainesville, FL
2006 - 2009

EMPLOYMENT HISTORY

Charley Toppino & Sons Inc.
General Manager
April 2023 – Present

Balfour Beatty
Assistant superintendent – Senior superintendent
2016 – 2023

Americaribe
Assistant superintendent – Senior superintendent
2014 – 2016

Baker Concrete
Line and grade
2012 - 2014

WORK EXPERIENCE

Icon Marina Village, West Palm Beach
Senior Superintendent | 2021 March – March 2023 | \$115,000,000
5 acre development, two 25 story towers attached by six floor garage.
399 units, roof top pools along with courtyard pools and spas. Luxury
amenity spaces including a speakeasy lounge, steam room and sauna
and a beach club with separate pool.

River Landing, Miami
Superintendent | 2018-May – 2020-October | \$291,311,296
The River Landing Shops and Residences is a mixed-use development
on the Miami River. Built on roughly 8.1 acres of riverfront land, it
includes two residential buildings with 528 units, 488,000 SF of retail



CONTACT

PHONE:
305-296-5606

WEBSITE:
www.charleytoppinoandsons.com

EMAIL:
Roman@charleytoppino.com

WORK EXPERIENCE- CONTINUED

space, 142,000 SF of office space, a waterside restaurant row and a 2,344-space parking garage. Completion scheduled for spring of 2020.

Solitar Brickell Apartments, Miami

Superintendent | 2016-March - 2018-May | \$118,063,123

Solitar Brickell is a 50-story, 750,000 gross square foot apartment tower in the Brickell district of Miami. 438 units are above an eight-story parking podium with 430 parking spaces. The ground floor includes 5,000 square feet of retail space and a high-end lobby entrance. The 10th and 50th floors serve as amenity spaces. 40 floors have apartment living units; each apartment floor is approximately 12,500 square feet. The 50th floor includes a pool that overlooks the Brickell and downtown Miami areas.

Brickell City Centre, Miami – Americaribe (AMJV)

Assistant Superintendent – superintendent | \$600,000,000 | 2014 April – 2016 March

Assistant superintendent – 45 story high rise. Schedule, coordinate and supervise all concrete pours and inspections.

Superintendent – oversee amenity decks, valet drive through entry, metro mover deck and climate ribbon (skylight)

Broward county courthouse, Fort Lauderdale – Baker Concrete

Field engineer | April 2013 – March 2014

Responsible for all layout, as builds and embed layout, tracking and installation.

FAU Dormitory, Boca Raton – Baker Concrete

Foreman/ Punch carpenter/ surveyor | February 2013 – April 2013

Completed punch list, planned work for finishers and closed out concrete scope.

Miami Science Museum, Miami – Baker Concrete

Line and grade | October 2012 – January 2013

Layout for foundation, vertical, blockouts, concrete elevations.

FIU student Parkview Housing, Miami – Baker concrete

Line and grade | June 2012 – October 2012

Fort Jackson Dining Facility, SC – Balfour Beatty

Co-Op | May 2011 – December 2011

NAS Historic Home Renovation – Charley Toppino & Sons

Laborer | May 2009 – August 2009

Attachment Q

Proposer's Most Current Financial Statement

Enclosed in Separate Envelope

Attachment R

Conflict of Interest Statement

PROCUREMENT REQUIREMENTS: 2 CFR 200

In anticipation of potentially receiving Federal or State funds for this project in the future, the City will comply with §200.318 - §200.327 of 2 CFR 200. As a result, the following State and Federal requirements will be adhered to:

1. Conflict of Interest: All firms must disclose with their bid the name of any officer, director or agent who is also an employee of the City or any of its departments. Further, all firms must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the firm's entity or any of its branches or subsidiaries.

1) Non-government Conflicts

- a) A firm shall not submit a response or enter into a contract with the City if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:
 - i. The firm's contract with another customer or entity will be averse to the interest of the City; or
 - ii. There is a significant risk that the interest of the City will be materially impacted by the firm's responsibilities to a current customer or entity, a former customer or entity or any other third party.
- b) Notwithstanding the existence of a conflict of interest under paragraph (a), a firm may submit a proposal and enter into a contract with the City if:
 - i. The firm reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;
 - ii. The conflict of interest is not prohibited by law and;
 - iii. The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the firm in the same project or other proceeding.

In addition, each individual participating in the selection process for professional services contracts must also disclose any conflict of interest. Consultant and subconsultant firms representing the City of Key West must be free of conflicting professional or personal interests. It is the responsibility of the consultant to recuse itself from submitting responses for a project if a conflict of interest exists. Subconsultants are responsible for disclosing potential conflicts of interest to the prime consultant firm and recusing themselves accordingly where conflict of interest exists.

2. Full and Open Competition: All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of §200.319 & §200.320.

3. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
 - 1) The City will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - 2) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - vi) Requiring the prime contractor, if subcontracts are to be let to take the affirmative steps listed in paragraphs (e)(2) (i) through(v) of this section.
4. Procurements of Recovered Materials: The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. Unnecessary or Duplicative Items: Provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
6. Federal Excess and Surplus Property: The City encourages the use of Federal

excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

7. Settlement of All Contractual and Administrative Issues: The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.
8. Local Preference: Local preference is not allowed.
9. Domestic Preferences for Procurements: As appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States. For the purposes of this section:
 - 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
10. E-Verify (Execute Order 11-116): Consultant:
 - 1) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the contract term; and
 - 2) Shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
11. Executive Order 11246: Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

12. Termination: This agreement may be terminated at any time, with or without cause, by the City upon thirty (30) days written notice to the consultant. No further work will be performed by the consultant upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the consultant will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the City, reasonable expenses incurred during the close-out of the agreement. The City will not pay for anticipatory profits.

Violation of any local, state, or federal law in the performance of this contract shall constitute a material breach of this contract, which may result in the termination of this contract or other remedy, as the City deems appropriate.

13. Public Records: Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011(12), Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any firm claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Contractors must provide the Sub-recipient, pass-thru entity, Federal awarding agency, Comptroller General of the United States, or any duly authorized representatives right of access to any books, documents, papers, or records which are directly pertinent to the project for the purpose of making audits, examinations, excerpts, and transcriptions.

14. Records Retention: Retention of all required records for six (6) years after final payments are made and all other pending matters are closed.

15. Convicted Vendor List 287.133(2)(a), F.S.: check the convicted vendors list prior to making any awards to ensure that contracts greater than \$35,000 are not awarded to convicted vendors for a period of thirty-six (36) months following the date of their placement on the convicted vendors list.

16. Discriminatory Vendor List 287.134(2)(a), F.S.: check the discriminatory vendors list prior to making any awards to ensure that contracts are not awarded to vendors on the discriminatory vendors list.

17. Monthly and Quarterly Monitoring: The selected firm will provide monthly and quarterly documentation and reports regarding status, changes, and other details as per stipulated grant requirements for submittal by the City.

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.

N/A

Persons Name

Describe the Persons Possible Conflict of Interest:

Attachment S

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TOPPINO, JOHN PETER

CHARLEY TOPPINO & SONS INC
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST FL 33040

LICENSE NUMBER: CGC1518488

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# M03537

Entity Name: CHARLEY TOPPINO & SONS, INC.

Current Principal Place of Business:

129 TOPPINO INDUSTRIAL DRIVE
ROCKLAND KEY
KEY WEST, FL 33040

Current Mailing Address:

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

FEI Number: 59-2426906

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

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

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name TOPPINO, RICHARD
Address 10 EGRET LANE
City-State-Zip: KEY WEST FL

Title T, S
Name TOPPINO, JOHN
Address PO BOX 787
City-State-Zip: KEY WEST FL 33041

Title V
Name TOPPINO, ANDREW
Address 129 TOPPINO INDUSTRIAL DR
City-State-Zip: KEY WEST FL 33040

Title EXECUTIVE VICE PRESIDENT
Name TOPPINO, PAUL
Address 1500 CATHERINE STREET
City-State-Zip: KEY WEST FL 33040

Title CFO
Name PEATTIE, ASHLEY
Address PO BOX 787
City-State-Zip: KEY WEST FL 33041

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RICHARD TOPPINO

PRESIDENT

04/01/2024

Electronic Signature of Signing Officer/Director Detail

Date

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name CHARLEY TOPPINO & SONS INC
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 23997 CONTRACTOR DBPR STATE CERTIFIED
Issued Date 9/22/2023 Expiration Date: September 30, 2024

GENERAL CONTRACTOR

Comments:

Restrictions: DBPR #CGC1518486 (9/31/24)

CHARLEY TOPPINO & SONS INC
PO BOX 787

This document must be prominently displayed.

KEY WEST, FL 33041

TOPPINO, FRANK

Attachment T

Proposer's Draft Contract Document

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 Attachment Y 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 PROPOSER 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 PROPOSER 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) PROPOSERS:** The PROPOSER 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, PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER agrees as follows:
 - i. The PROPOSER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The PROPOSER 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 PROPOSER 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.

11. The PROPOSER will, in all solicitations or advertisements for employees placed by or on behalf of the PROPOSER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 111. The PROPOSER 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 PROPOSER's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 1v. The PROPOSER 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 PROPOSER 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.
 - v1. In the event of the PROPOSER'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 PROPOSER 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 PROPOSER 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-PROPOSER or vendor. The PROPOSER 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 PROPOSER becomes involved in, or is threatened with, litigation with a sub-PROPOSER or vendor as a result of such direction by the administering agency the PROPOSER may request the United States to enter into such litigation to protect the interests of the United States.

v111. PROPOSER 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.

£ CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
COMPLIANCE

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 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.
11. 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 PROPOSER or sub-PROPOSER 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 sub-PROPOSER or lower tier sub-PROPOSER with the clauses set forth in paragraphs (1) through (4) of this section."

g. CLEAN AIR ACT

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

1. 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 PROPOSER is required to verify that none of the PROPOSER, 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).

11. The PROPOSER 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.

111. This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the PROPOSER 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.

1v. The 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 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)

1. PROPOSERS 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 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 PROPOSER 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.

11. 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/s111/comprehensive-procurement-guideline-cpg-program>."

1. RETENTION OF ALL RECORDS: The PROPOSER 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 PROPOSER 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
 1. The PROPOSER 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 PROPOSER which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 11. The PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER 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, PROPOSER, or any other party pertaining to any matter resulting from the contract.”

e. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS: The PROPOSER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the PROPOSER's actions pertaining to this contract.

Attachment U

Evaluation Scoring Matrix

Name of Proposer:		
Bid Opened:		
Bid Price:		
Response Check List		
Mandatory Submittals	Yes	No
Attachment A: Proposal Checklist		
Attachment B: Proposer's Qualification Statement		
Attachment C: Insurance Requirements		
Attachment D: Local Vendor Cert. Pursuant to CKW Ord. 09-22 Sect. 2-798		
Attachment E: Indemnification Affidavit		
Attachment F: Anti-Kickback Affidavit		
Attachment G: Public Entity Crimes Affidavit		
Attachment H: Non-Collusion Declaration and Compliance Affidavit		
Attachment I: Cone of Silence Affidavit		
Attachment J: Equal Benefits for Domestic Partners Affidavit		
Attachment K: Scrutinized Companies List		
Attachment L: Unit Price Proposal		
Attachment M: Acknowledgement of Conformance to FEMA / NIMS Standards		
Attachment N: Statement Proposer is Familiar with City's CEMP		
Attachment O: Training Materials and Certificates		
Attachment P: Proposer's Experience / Reference List		
Attachment Q: Proposer's Most Current Financial Statement		
Attachment R: Conflict of Interest Statement		
Attachment S: Copy of Florida Business License / Corporate Filings		
Attachment T: Proposer's Draft Contract Document		
Attachment U: Evaluation Scoring Matrix		
Attachment V: Proposer Reference Check		
Attachment W: Certification Regarding Lobbying		
Attachment X: Davis Bacon Act		
Attachment Y: Contract Provisions for Non-Federal Entity Contracts		
Proposal Accepted as Responsive		
Grading Criteria	Points	
	Received	Possible
1. Size of Area		25
2. Accessibility		25
3. Distance to Area		25
4. Familiarity with Debris Staging		15
5. Price Proposal		10
Total Points Received		
Total Points Available		100

Attachment V

Proposer Reference Check

PROPOSER REFERENCE CHECK

Date: _____

Name of Proposal Company: Charley Toppino & Sons, Inc

Name of Referenced Project Mngr.: Rey Martinez

Proposed Project Mngr.: Rey Martinez

Name of Referenced Jurisdiction: Monroe County

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

Name of Contact: Kevin Wilson **Title:** County Administrator

Email: wilson-kevin@monroecounty-fl.gov **Telephone:** 305-453-8788

FAX: _____

Date Contract was in effect: 7/17/2019 - Present

Temporary Disaster Debris Management Sites and Temporary Debris Staging Areas

1Not 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 \$ per acre/ per day basis

Dollar amount of invoiced assignments \$ 0.00 _____

Number of projects completed by Proposer in the last five years \$ 0.00 _____

Term of Contract Years 10 Extension _____

Was contract bid? **Yes** **No**

Any unresolved issues with Proposer? **Yes** **No**

PROPOSER REFERENCE CHECK

Date: _____

Name of Proposal Company: Charley Toppino & Sons, Inc

Name of Referenced Project Mngr.: Rey Martinez

Proposed Project Mngr.: Rey Martinez

Name of Referenced Jurisdiction: AshBritt Inc

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

Name of Contact: Dow Knight **Title:** Vice President

Email: dknight@ashbritt.com **Telephone:** 954-725-6992

FAX: _____

Date Contract was in effect: _____

Hurricane Ian Cleanup and Debris Staging (2022)

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 \$ _____ per acre/per day basis

Dollar amount of invoiced assignments \$ 313,460.92

Number of projects completed by Proposer in the last five years \$ 1

Term of Contract Years N/A Extension _____

Was contract bid? **Yes** **No**

Any unresolved issues with Proposer? **Yes** **No**

Attachment – W

Certification Regarding Lobbying

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

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

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

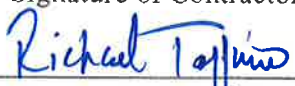
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official



Date

Attachment X
Davis Bacon Act

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 (OBA) 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. 5.5(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)(8) 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.

(1) 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).

Ⓢ 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).

Ⓢ 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.

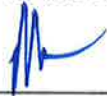
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall 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.

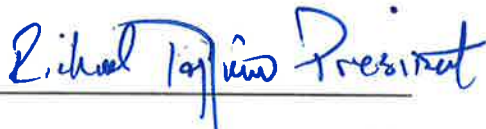
(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower 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 Proposer understands and agrees that the provisions of Davis-Bacon Act apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Attachment Y

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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, 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 in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected 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 in excess of \$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 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. 3701-3708](#)). Where applicable, all contracts

awarded by the non-Federal entity in excess of \$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 on the basis of a standard work week of 40 hours. Work in excess of 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 in excess of 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. 7401-7671g](#).) 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. 7401-7671g](#)) and the Federal Water Pollution Control Act as 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 governmentwide 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 [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

PROPOSAL CHECKLIST

In addition to Proposal, Proposers shall execute and include the following with Package:

- Proposal Checklist - Attachment A
- Qualifications Statement - Attachment B
- Insurance Requirements - Attachment C
- Local Vendor Certification - Attachment D
- Indemnification Form - Attachment E
- Anti-Kickback Affidavit - Attachment F
- Public Entity Crimes Form - Attachment G
- Non-Collusion Declaration and Compliance - Attachment H
- Cone of Silence Affidavit - Attachment I
- Equal Benefits for Domestic Partners Affidavit - Attachment J
- Scrutinized Companies - Attachment K
- Unit Price Proposal - Attachment L
- Acknowledgement of Conformance to FEMA / NIMS Standards - Attachment M
- Statement Proposer is Familiar with City's CEMP - Attachment N
- Training Materials and Certificates - Attachment O
- Proposer's Experience / Reference - Attachment P
- Proposer's Most Current Financial Statement - Attachment Q
- Conflict of Interest Statement - Attachment R
- Copy of Florida Business License / Corporate Filling- Attachment S
- Proposer's Draft Contract Document - Attachment T
- Evaluation / Scoring Matrix - Attachment U
- Proposer Reference Check - Attachment V
- Certification Regarding Lobbying - Attachment W
- Davis Bacon Act - Attachment X
- Contract – Attachment Y

**FAILURE TO INCLUDE THE ABOVE FORMS MAY RESULT IN THE BID BEING DECLARED
NONRESPONSIVE.**

#	DESCRIPTION	Asset Tracking	SERIAL #	MODEL #	STATUS
A-70	2005 FORD BOX TRUCK		1FDWE35L45HA83596	F350	IN SERVICE
A-81	2006 JEEP		1J4FA44S26P728004	REBUILT AFTER P	IN SERVICE
A-82	2012 FORD P/U		1FTFW1CF3CFD08473	F-150 SE	IN SERVICE
A-87	2014 CHEVY IMPALA		2G1155S31E9133897	SEDAN	IN SERVICE
A-92	2014 GMC P/U CREW CAB		3GTP1TEH7EG259227	WHITE	IN SERVICE
A-97	2014 CHEVY VAN		1GCWGF0AE1137949	WHITE	IN SERVICE
A-105	2015 GMC SIERRA		1GTN1TEC4FZ901769	WHITE	IN SERVICE
A-106	2014 FORD F-250 SUPER DUTY		1FT7W2A62EEB21814	WHITE	IN SERVICE
A-108	2016 FORD TRUCK F-150 2WD SUPERCREW		1FTEW1CF2GFA22289	WHITE	IN SERVICE
A-112	2017 GMC SIERRA 2500 2WD		1GT11REG7HF118566	WHITE	IN SERVICE
A-113	1994 FORD F350 FLATBED		2FDKF38GXRC6A65563	BLUE	IN SERVICE
A-114	2016 CHEVY SILVERADO		1GC1KWE81GF277392	WHITE	IN SERVICE
A-116	2018 GMC SIERRA 2500		1GT11REG5JF151314	WHITE	IN SERVICE
A-118	2018 ISUZU NPR XD	Yes	JALC4W166J7K00301	BOX TRUCK	IN SERVICE
A-120	2014 NISSAN TITAN		1N6BA0CH6EN511050	WHITE	IN SERVICE
A-121	2017 ISUZU NPR	Yes	54DB4J1B0HS807293	WHITE	IN SERVICE
A-122	2018 GMC YUKON		1GKS1CKJ7JR234232	SILVER	IN SERVICE
A-123	2018 TOYOTA TACOMA		5TF4Z5CN5JX057480	SILVER	IN SERVICE
A-126	2018 250 FORD TRUCK	Yes	1FTBF2A66JEB16619	WHITE	IN SERVICE
A-130	2018 FORD F-150		1FTEX1CB3JKE12486	WHITE	IN SERVICE
A-131	2018 FORD F-150		1FTEX1CP1JKE69264	WHITE	IN SERVICE
A-133	2019 GMC SIERRA 3500HD		1GD41TCGXKF155899	SUMMIT WHITE	IN SERVICE
A-137	2019 TOYOTA TACOMA		5TFRZ5CN2KX084060	WHITE	IN SERVICE
A-138	2017 MERCEDES BENZ SPRINTER VAN		WDZPE8CD3HP522931	WHITE	ARRIVED 9/9/20
A-139	2019 CHEVROLET SILVERADO 1500 LD		2GCRNCE5K1113593	WHITE	IN SERVICE
A-141	2020 GMC CANYON		1GTG5BEN4L1159165	WHITE	IN SERVICE
A-143	2019 CHEVY SILVERADO 2500		2GB2CREG6K1225545	WHITE	IN SERVICE
A-144	2018 CHEVY COLORADO		1GC5G8BEN1J1107109	SUMMIT WHITE	DELIVERY 8/17/20
A-145	2021 Chevy Colorado		1GCPTEET1M1127943	SUMMIT WHITE	
A-147	2021 Chevy Colorado		1GCGSBN8M1159518	SUMMIT WHITE	11/23/2020
A-149	2018 CHEVROLET		3GCPNHEH0JG277889	WHITE	IN SERVICE
A-152	2010 CHEVY SILVERADO 2500		1GB3CVBK1AF114785	WHITE	
A-153	2003 Freightliner MT-65		4UZAARBW33CM04447	WHITE	IN SERVICE
A-154	2021 Chevy Colorado		1GGSCE0M1293087	SUMMIT WHITE	IN SERVICE
A-155	2022 Ford Explorer XLT		1FMSK7DH0NGA74783	WHITE	TRADE A-85
A-157	2022 Nissan Frontier		1N6ED1EJ9NN663916	WHITE	TRADE A-146
A-158	2019 Cadillac CT6		1G6KNSR60KU143155	BLACK	TRADE A-76 & A-151
A-159	2022 Nissan Frontier		1N6ED1EJ6PN608732	WHITE	IN SERVICE 11.2.22
A-160	2023 Range Rover		SALKP9E75PA056186	SILVER	PURCH 4.5.23
A-161	2023 GMC Sierra 1500		3GTPHAEK7PG159353	WHITE	
A-162	2023 GMC Sierra 1500		3GTPHAEK3PG160631	WHITE	
A-163	2023 GMC Sierra 1500		3GTPHAEK5PG233059	WHITE	
A-164	2024 GMC Sierra 2500HD		1GT48LE7XRF179997	WHITE	DELIVERY 7/27/23
A-165	2023 Toyota Tacoma		3TMAZ3CN3PM216088	WHITE	IN SERVICE
A-166	2024 Chevy Silverado 1500		1GCPAAEK7R232504	WHITE	IN SERVICE
A-167	2024 Chevy Silverado 1500		1GCPAAEK8R212312	WHITE	IN SERVICE
A-168	2023 Ford Truck Bronco		1FMEE5DP3PLC12309	WHITE	HASED 3/4/24-DELIVERY
A-169	2024 GMC CANYON		1GTP5BEK6R1144066	WHITE	PURCHASED 5/2/24
A-170	2024 CADILLAC ESCALADE		1GYS4DKL8RR245725	SILVER	PURCHASED 5/20/24
DEBRA T	2021 GMC YUKON		1GKS1DKL7MR111610	DEB TOPPING	IN SERVICE
A-1	1952 FORD PICKUP		F1R2KC24761	ANTIQUE	IN SERVICE

A	B	C	D	E	F	G	H	I
1	BOAT						DATE	
2	DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	DELIVERED	STATUS
4	BOAT-01 2018 CAROLINA SKIFF	EKHA4967J718	EKH03	130166906	FL0958RN	Jun-24		IN SERVICE
5	BOAT-01 2018 ROADKING TRAILER	5MUBB2327JF022115	ROLI/SIL		ISSR54	Jun-24		IN SERVICE

A	B		C	D	E	F	G
NO.	BACKHOES DESCRIPTION	WEIGHT	SERIAL #	MODEL	TITLE #	DATE DELIVERED	
2							
3							
4							
5	B-40 1997 CAT EXCAVATOR		1JM00339	375-L	75000		
6	B-45 2005 CAT B/HOE		FDP25239	420D	42700	5/12/2006	
7	B-46 2007 CAT B/HOE		JJG00464	324DL	154000	5/4/2007	
8	B-47 2006 CAT B/HOE		KCX01173	308C	69000	1/18/2007	
9	B-48 2008 CAT B/HOE	49240	PHX01025	320DL	3453 HRS	8/14/2012	
10	B-52 2015 JOHN DEERE B/HOE		1FF075GXJE015481	75G		9/25/2015	
11	B-53 2016 JOHN DEERE 50G EXCAVATOR		1FF050GXTGH284059	50G		6/24/2016	
12	B-55 2016 CAT 326 FL EXCAVATOR	58470	WGL00973	326FL		10/4/2016	
13	B-56 HITACHI TRACKHOE					1/15/2017	
14	B-57 2013 VOLVO EW180 (RUBER TIRES)		EW180220147	EW180 S1		2/20/2018	
15	B-59 20__ CAT 308E2CRSB		FJX00307	308E2CRSB		RENT-BUY	
16	B-61 2020 JOHN DEERE 85G EXCAVATOR		1FF085GXEKJ021508	85G		PURCHASED 5.12.20	
17	B-62 2019 CAT Backhoe		NDJ20877	325FLCR		9/30/2020	
18	B-63 2020 JOHN DEERE 85G EXCAVATOR		1FF085GXCKJ021721	85G			
19	B-64 2021 JOHN DEERE 245G	57800	1FF245GXHLF801836	245G		9/23/2021	
20	B-65 2017 CATERPILLAR 420F2		CAT0420FA HWC02150	420F2		2/2/2022	
21	B-66 2023 CAT 320F		MYK30873	320F		11/21/2023	
22	B-67 2024 JD 135P EXCAVATOR		1FF135PATRF001466	135P		4/24/2024	
23	B-68 2024 CAT 330 EXCAVATOR 273HP		CAT00330C LHW30168	330			

	A	B	C	D	E	F	H	L
1		CRANES						
2	NO.	DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	STATUS
3								
4	C-23	1983 GROVE 30TH	1K1S130010SK	TMS250B	60260505	MIN68T	Jun-22	NOT ROAD-WORTHY
5	C-24	2013 KENWORTH T370	2NKH7M7X8DM356404	2013 18 TON 500E2 NATIONAL CRANE	121431856	N5897X	Dec-24	IN SERVICE

A	B	C	D	E	F	G
NO.	DOZERS DESCRIPTION	SERIAL #	MODEL #	TITLE #	DATE DELIVERED	STATUS
2						
3						
4						
5	1968 INTERN'L DOZER	23276	TD-20B	N/A		IN SERVICE
6	CAT DOZER D-5	CAT0D5K2EKYY00263	TD5K2LGP	N/A	DEL 01/15/2013	IN SERVICE
7	CAT DOZER D-5	CAT0D5K2JKYY01341	D5K2LGP	N/A	7/7/2017	IN SERVICE

NO.	DRILL RIGS Description	Serial #	Model #	Title #	Tag #	FORM 2290	GVW	STATUS
DR-01	1980 DRILL RIG HUGHES DIGGER ASSEMBLY	U90XVGH3183 W5940180	CAB 1FTYR90L0RVA00118 MF60T	67785440	U5470Q	Jun-24		IN SERVICE IN SERVICE
DR-02	1999 INTERNATIONAL 2674 6X4 TRUCK 2000 GUSS PECH HD-51 BUCKET DRILL	1HTGLAXT7XH211755	HD-51	98867063	N5731Z	Dec-24	61999	IN SERVICE IN SERVICE

	A	B	C	D	E	F	G
2	NO.	GRADERS DESCRIPTION	SERIAL #	MODEL	TITLE #	DATE DELIVERED	STATUS
3							
4							
5							
6	G-16	2008 LEE BOY	53460	685B			IN SERVICE
7	G-17	1990 HUBER GRADER	M860	M860		10/26/2018	IN SERVICE
8	G-18	2021 Lee Boy Grader 695B	695-247015	695B	N/A	o/s	pending delivery

A	B	C	D	E	F	G	H
NO.	LOADERS DESCRIPTION	SERIAL #	MODEL #	TITLE #	DATE DELIVERED	LOCATION	STATUS
2	L-34	2002 CAT LOADER	IT-28G				IN SERVICE
3	L-40	2007 CAT	908		DEL 04/12/2007		IN SERVICE
4	L-41	2008 BOB CAT	S220				IN SERVICE
5	L-42	2006 CAT LOADER	CAT0930HC DHC01469	HNS.1407	DEL 08/22/2012		IN SERVICE
6	L-47	2014 CAT LOADER	HXC02214		DEL 05/09/2014		IN SERVICE
7	L-49	2012 CAT LOADER	HXC02695		DEL 08/07/2015	CTS Rockland Quarry	IN SERVICE
8	L-50	2015 CAT LOADER	JRD00390		PUR 12/03/2015		IN SERVICE
9	L-51	2015 CAT SKID STEER	BYF01413		6/24/2016		IN SERVICE
10	L-52	CAT 908H2	JRD02548		1/11/2017		IN SERVICE
11	L-53	KUBOTA COMPACT LOADER	31128		10/30/2017		IN SERVICE
12	L-54	2014 CAT LOADER	CAT0930KTRHN03290	SVL75-2HW	1/3/2018	MCP Marathon	IN SERVICE
13	L-55	2018 CAT 930 M LOADER	KTG04373	930M	10/12/2018		IN SERVICE
14	L-57	2018 CAT 950GC	M5T01194	950GC	11/5/2018	CTS Rockland Quarry	IN SERVICE
15	L-58	2018 CAT 914M	H2400519	914M	5/1/2020-PICKED UP		IN SERVICE
16	L-59	2015 CAT 930M	KTG00647	930M	6/30/20-DELIVERED		IN SERVICE
17	L-60	2015 CAT 930M	KTG00645	930M	7/1/20-DELIVERED		IN SERVICE
18	L-61	2019 JOHN DEERE LOADER	1DW544LZHKF700290	544L	8/6/2020	MCP Rockland	IN SERVICE
19	L-62	2018 CAT LOADER 950 GC	M5T01210	950 GC	2/10/2021	CTS Rockland Quarry	IN SERVICE
20	L-63	2021 Kubota 75Compact Track Loader	KBCZ052CCM1C57079	SVL75-2HW	5/24/2021		IN SERVICE
21	L-65	2022 Kubota	KBCZ052CPM1K62040	SVL75-2HW	3/10/2022		IN SERVICE
22	L-66	John Deere 524P Loader	1DW524PAVNLZ14711	524 P	2/23/2023		IN SERVICE
23							
24							
25							
26							

A	B	C	D	E	F	G	H	J	K	L	M	N	O
	MIXERS DESCRIP.	SERIAL#	MODEL#	TITLE#	TITLE STATUS	title on hand	TAG#	EXP DATE	FORM 2290	GW	GW	DATE DELIVERED	STATUS
1													
2													
3													
4	M-16	2005 KENWORTH	1NKDL00X25R075113	91558393	NO LIEN	YES	P0465F	Dec-24	FORM 2290	66000	80000		IN SERVICE
5	M-21	2014 KENWORTH	1NKDL70X5EJ393573	111999990	NO LIEN	YES	N5743Z	Dec-24	FORM 2290	80000		6/5/2013	IN SERVICE
6	M-22	2014 KENWORTH	1NKDL70X3EJ393572	111978508	NO LIEN	YES	N5741Z	Dec-24	FORM 2290	66000		6/5/2013	IN SERVICE
7	M-23	2003 KENWORTH	1NKDLT0XX3J397107	113235857	NO LIEN	NO-ORDER	P1185H	Dec-24	FORM 2290	58000			IN SERVICE
8	M-24	2003 KENWORTH	1NKDLT0X43J397099	113235763	NO LIEN	NO-ORDER	P6375B	Dec-24	FORM 2290	58000			IN SERVICE
9	M-25	2016 PETERBILT	1NPCL70X0GD306976	125571876	LIEN	FINANCED	N5640Y	Dec-24	FORM 2290	68000		11/30/2016	IN SERVICE
10	M-26	2016 PETERBILT	1NPCL70X9GD306975	125571403	LIEN	FINANCED	N5641Y	Dec-24	FORM 2290	68000		11/30/2016	IN SERVICE
11	M-27	2016 PETERBILT	1NPCL70X6GD279665	127755735	NO LIEN	NO-ORDER	N1762Z	Dec-24	FORM 2290	68000		6/27/2017	IN SERVICE
12	M-28	2018 PETERBILT	1NPCL70X9JD419770	131535021	NO LIEN	NO-ORDER	P6380B	Dec-24	FORM 2290	68000			IN SERVICE
13	M-30 (CTS)	2019 PETERBILT	1NPCL70X4KD605332	134195065	LIEN	FINANCED	P6718F	Dec-24	FORM 2290	80000		3/4/2019	IN SERVICE
14	M-31	2020 PETERBILT	1NPCLP0XXLD649241	139821566	LIEN	FINANCED	P6373B	Dec-24	FORM 2290	68000		9/18/2020	IN SERVICE
15	M-32	2021 PETERBILT	1NPCLK0X8MD686339	143555422	NO LIEN	YES	P2318E	Dec-24	FORM 2290	68800			IN SERVICE

A		B		C		D		E		F	
1	2	ROLLERS DESCRIPTION		SERIAL #	MODEL #	DATE DELIVERED		STATUS			
NO.											
4	R-03	1981 Case Vibratory	840124421	W-121	est 1981						IN SERVICE
5	R-04	Rammax Trench Roller		PC23/16C	11/13/1992						IN SERVICE
6	R-06	Amerimax	35110740	P33	1/1/1995						IN SERVICE
7	R-20	Walk Behind Roller	8300258	SDS33D	6/25/1993						IN SERVICE
8	R-26	2009 RAM MAX	1537819	P33/ 24HMMR	4/2/2009						IN SERVICE
9	R-27	CAT ROLLER	24001873	CB-24	1/8/2013						IN SERVICE
10	R-28	DYNAPAC ROLLER	10000138E0A011324	CA2500	4/1/2014						IN SERVICE
11	R-29	2009 CAT CB24	CATOCB24P24000545	CB24	9/26/2016						IN SERVICE
12	R-30	2014 BOMAG	101920651004	BW190AD	4/15/2018						IN SERVICE
13	R-31	2018 Bomag Roller	101586081292	BW211D-50 Single	1709 RENTAL-PURCHA						IN SERVICE
14	R-32	2006 BOMAG ROLLER	901C14603434	BW9ASW	10/26/2018						IN SERVICE
15	R-33	2019 BOMAG ROLLER 8500	101720132239	BMP8500	2/25/2019						IN SERVICE
16	R-34	2019 CAT CB24B	2X401662	CB24B	4/22/2019						IN SERVICE
17	R-35	2023 HAMM Roller	WGH0H230PHAA07374	H230	11/28/2023						IN SERVICE
18	R-36	2023 HAMM Roller	WGH0H230PHAA07323	H230	11/28/2023						IN SERVICE
19	RENTAL	2014 CAT ROLLER	L4H00457	CS54B	RENTING 9/16/16						IN SERVICE

A	B	C	K	L	M	N	Q
NO.	TRUCK-TRACTORS DESCRIPTION		TAG EXP DATE	FORM 2290	GW	DRIVER	STATUS
1							
2							
3							
4	T-41	1998 Ford tractor TL-31	Dec-24	FORM 2290	72000		IN SERVICE
5	T-42	2000 Ford Sterling Flat Bed	Dec-24	N/A	34999	RMIX	IN SERVICE
6	T-47	2005 MACK GRANITE	Dec-24	FORM 2290	62000	GONZALEZ	IN SERVICE
7	T-48	2005 MACK GRANITE	Dec-24	FORM 2290	62000		IN SERVICE
8	T-49	1997 FORD WATER TRUCK	Dec-16	N/A		Water truck	JUNKED UNTIL OVERHAULED 2/2016
9	T-52 (mcp)	1999 Kenworth	Dec-24	FORM 2290	60000		IN SERVICE
10	T-52/FL-06	1999 Moffett FORLIFT (MCP)	N/A	N/A	60000		IN SERVICE
11	T-55	L805 Flatbed	Dec-24	N/A	34999	ALBERTO	IN SERVICE
12	T-58	1997 INTERN'L WATER TRUCK	Dec-22	N/A	26000	DONT TAG-DOESNT	IN SERVICE
13	T-62	2000 INTERN'L FLATBED	Dec-24	N/A	33000	WATER TRUCK	IN SERVICE
14	T-66	2007 CHEVY	Dec-24	N/A	11400	Landscape body	IN SERVICE
15	T-76	FORD BOX TRUCK VAN	Dec-24	N/A	11000	U-HAUL	IN SERVICE
16	T-77	2001 STERLING FUEL TRUCK	Dec-24	N/A	52000		IN SERVICE
17	T-78 (MCP)	2008 KENWORTH TRACTOR	Dec-24	FORM 2290	80000		IN SERVICE
18	T-82	2004 FORD F-650 WATER TRUCK	Dec-24	N/A	26000	WATER TRUCK	IN SERVICE
19	T-84	2009 CHEVY 5500 HD	Dec-24	N/A	19999	Joe McNelly	IN SERVICE
20	T-85	2015 ISUZU NPR/GASOLINE	Dec-24	N/A	12000	CONCRETE CREW	IN SERVICE
21	T-86	1999 INTERNATIONAL	Dec-22	N/A	14999	DONT TAG-NOT ROAD	IN SERVICE
22	T-87	2015 WESTERN STAR 4700SF	Dec-24	FORM 2290	70000		IN SERVICE
23	T-88	2015 WESTERN STAR 4700SF	Dec-24	FORM 2290	70000		IN SERVICE
24	T-89	2014 WESTERN STAR 4700SF	Dec-24	FORM 2290	70000		IN SERVICE
25	T-90	2007 INTERNATIONAL 4300	Dec-24	N/A	34999	water truck	IN SERVICE
26	T-92	DUMPER 6001-DW60	N/A	N/A	OFFROAD	S	IN SERVICE
27	T-93	DUMPER 6001-DW60	N/A	N/A	OFFROAD	N/A	IN SERVICE
28	T-94	2018 WESTERN STAR 4700SB	Dec-24	FORM 2290	79200		IN SERVICE
29	T-95	2019 WESTERN STAR 4700SB	Dec-24	FORM 2290	79200		IN SERVICE
30	T-96 (MCP)	2018 WESTERN STAR 4700SB	Dec-24	FORM 2290	79200		IN SERVICE
31	T-97	2019 ISUZU FUEL TRUCK	Dec-24	N/A	19500		IN SERVICE
32	T-98	2019 PETERBUILT 337 TRACTOR	Dec-24	FORM 2290	72000		IN SERVICE
33	T-99	2019 PETERBUILT 337 TRACTOR	Dec-24	FORM 2290	72000		IN SERVICE
34	T-100	2019 PETERBUILT 337 TRACTOR	Dec-24	FORM 2290	72000		IN SERVICE
35	T-101	2019 FORD F-750	Dec-24	N/A	25999	ARSENIO ARIETTA	IN SERVICE
36	T-102	2019 DODGE RAM 5500	Dec-24	N/A	19500	F-ERIBERTO HERNANDEZ	IN SERVICE
37	T-103	2020 PETERBILT 579 TRACTOR	Dec-24	FORM 2290	80000	LOWBOY	IN SERVICE
38	T-104 (MCP)	2012 FORD F750	Dec-24	N/A	26000		IN SERVICE
39	T-105 (MCP)	1999 KENWORTH TRACTOR	Dec-24	FORM 2290	80000		IN SERVICE
40	T-106 (MCP)	2015 International 8600 Tractor	Dec-24	FORM 2290	80000		IN SERVICE
41	T-107	2011 International 8600 SBA 6x4	Dec-24	N/A	52000		IN SERVICE
42	T-108	2022 Dodge 3500 Service Truck	Dec-24	N/A	11000	Joe McNelly	IN SERVICE

A	B	C	L	M	N
	TRAILERS	SCOW		TRUCK	STATUS
NO.	DESCRIPTION				
1					
2					
3					
4	TL-16	1993 Home Made Trailer			
5	TL-40	1994 Trailer Tilt (RED) W/GENERATOR	PUMP TRAILER	6" yellow pump	IN SERVICE
6	TL-42	1996 Borco		Red Tilt Trl	K IN SERVICE 6/27/18-NEW
7	TL-44	1998 B/Hoe TL.			IN SERVICE
8	TL-46	2002 CLEVELAND TL.			IN SERVICE
9	TL-47	2004 AMERICAN PACE	SMALL LOWBOY	T-39	IN SERVICE
10	TL-50	2005 UTILITY TL	BRANDON HOWARD		IN SERVICE
11	TL-51	2006 CARGO		wash crew	IN SERVICE
12	TL-56	1979 PIPE CREW OFFICE			IN SERVICE
13	TL-57	Grout Pump	CLINT KUHN		IN SERVICE
14	TL-58	2014 LOW BOY EAGER BEAVER			IN SERVICE
15	TL-59	2014 HITCH KING (PAUL TOPPINO)	DROP NECK LOWBOY		IN SERVICE
16	TL-60	1988 SUN	PAUL TOPPINO		PERSONAL
17	TL-61	2015 SWTM 7x16 CARGO TRAILER	bobcat trailer-COLABELLA		IN SERVICE
18	TL-62	2016 8.6 X 18FT TANDEM AXEL ENCLOS	jobsite	3/27/2015	IN SERVICE
19	TL-64	2014 CONTINENTAL TRAILER	JOSES ENCLOSED TRAILER	10/10/2016	IN SERVICE
20	TL-65	2018 TRAIL-EZE	JESSIES TRAILER-ENCLOSED	JESSIE HARRIS	IN SERVICE
21	TL-66	2017 PALMER TRAILER	LOW BOY	T-103	IN SERVICE
22	TL-67	2018 PALMER TRAILER	SCOW	T-98	IN SERVICE
23	TL-69	2001 SIMPLX TRAILER	SCOW	T-99	IN SERVICE
24	TL-70	2019 PACE TRAILER	DON'T KNOW WHERE THIS TRAILER IS		IN SERVICE
25	TL-71	2008SUNCOAST TRAILER	Jessie Harris		IN SERVICE
26	TL-73	2020 DIAMOND C DECK OVER	LUIS MENDOZA		IN SERVICE
27	TL-74	2021 FOREST RIVER	TRAILER	BLACK	IN SERVICE
28	TL-75	2020 PALMER TA-24H	TRAILER	GEORGE FARNHAM	IN SERVICE
29	TL-76	2007 COTC Trailer	TRAILER	T-100	IN SERVICE
30	TL-77	2022 FELLING	MICHAEL GUAY		IN SERVICE
31	TL-78 MCP	2022 CONCRETE TRAILER	DECK OVER TRAILER		IN SERVICE
32	TL-79 MCP	2022 CONCRETE TRAILER	CONCRETE TRAILER	T-105	DELIVERED 3/7/22
33	TL-80 MCP	2023 HEIL CONCRETE TRAILER	CONCRETE TRAILER	T-78	DELIVERED 3/7/22
34	TL-81	2022 CONTINENTAL CARGO TRAILER	CARGO TRAILER	T-106	PURCHASED 7/13/22
35	SEC BLDG	2020 PAHL	BENITOS CREW		
36	SEC BLDG	2020 PAHL	SECURITY BUILDING		
37	TL-82	2023 CONTINENTAL CARGO TRAILER	CARGO TRAILER	Joe Colabella	