PART 1 BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for City of Key West "SOUTH STREET IMPROVEMENTS" addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until 3:00 p.m., local time, on the March 6, 2024, and then will be publicly opened and read.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside "ITB #24-008 SOUTH STREET IMPROVEMENTS" addressed and delivered to the City Clerk at the address noted above.

The CITY is seeking BIDS from qualified individuals or firms for roadway improvements including paving, sidewalks, curbing and stormwater improvements as well as landscape and hardscape installation and pavement markings, all in accordance with the Scope of Services and engineered drawings.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

For information concerning the proposed work please contact Ian McDowell, City Engineer, Engineering Services by email at cimcdowell@cityofkeywest-fl.gov. Please include:

"ITB # 24-008 SOUTH STREET IMPROVEMENTS" in the subject line of email requests. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CITY may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY. (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor formalities or irregularities in any proposal.

The City retains the right to award bid to the bidder that best meet the needs of the City.

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

B. DOCUMENT INTERPRETATION

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the City Engineer, in writing at least 5 calendar days prior (March 6, 2024) to Bid opening an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

Project includes the all construction related activities per attached engineered drawings including the following:

Roadway Improvements including paving, sidewalks, curbing and stormwater improvements as well as landscape installation and pavement markings, all in accordance with the Scope of Services and engineered drawings.

The intent of this Scope of Work is to describe a functionally complete project (or part thereof) to be constructed in accordance with all applicable codes. Any work, materials, or equipment that may reasonably be inferred from this Scope of Work, as being required to produce the intended result shall be supplied whether or not specifically called for.

REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the City. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. <u>BIDDER'S UNDERSTANDING</u>

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

5. TYPE OF BID

UNIT PRICE

The Bid for the work is to be submitted on Unit Price basis. All items required to complete the work specified but not included in the BID shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

The total contract base bid price shall be the sum of the extended prices for all work described in the City of Key West's drawings and specifications.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to BID.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one BID for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. **SIGNATURE**

The Bidder shall sign his BID in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in *roadway and sidewalk construction* and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

- 1. Description and location of work.
- 2. Contract amount.
- 3. Dates work was performed.
- Owner.

- 5. Name of Owner's contact person and phone number.
- 6. Engineer.
- 7. Name of Engineer's contact person and phone number.

The bidder shall submit at least 3 references from the above work experience.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

- 1. Anti-Kickback Affidavit
- 2. Public Entity Crimes Form
- 3. City of Key West Indemnification Form
- 4. Equal Benefits for Domestic Partners Affidavit
- 5. Cone of Silence
- 6. Local Vendor Certification
- 7. Non-Collusion Affidavit
- 8. Scrutinized Companies List Certification
- 9. Proof of Required Insurance

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the OWNER is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the CONTRACTOR, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless Provision is made in the Bid form to separately itemize the tax.

8. <u>SUBMISSION OF BID PROPOSALS</u>

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid Proposal forms provided herewith, submit one (1) original and two (2) USB drives each with a single file of the entire bid proposal package.

Each Bid must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened and addressed in conformance with the instructions in the Invitation to Bid.

MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract, the City will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract(s) has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within 1 calendar day after the opening of Bids the City will recommend acceptance of one of the Bids. The acceptance of the Bid will be approved by City Commission by written notice of award mailed to the office designated in the Bid or delivered to the Bidder's representative.

The City reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY,

shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

The CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, CONTRACTOR shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

18. PERFORMANCE OF WORK BY SUBCONTRACTOR

Each Bidder must furnish with his proposal a list of SUBCONTRACTOR performed items and the estimated value of each item.

19. <u>TIME OF COMPLETION</u>

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may only be allowed in accordance with the provisions stated in the General Conditions. Time allowed for completion of the work authorized is stated in Bid. When the Contractor receives a Notice to Proceed, he shall commence work and shall complete all work within the number of calendar days stipulated in the Contract.

The term of this contract will be three hundred (300) calendar days.

BID PROPOSAL FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: SOUTH STREET IMPROVEMENTS

Project No.: ITB # 24-008

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

Company Name: Charley Toppino & Sons, Inc

Contact Name & Telephone #: Andrew Toppino, 305-296-5606

Email Address: AToppino@charleytoppino.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days after Notice of Award, sign and deliver the Contract in the form annexed hereto, and will also at that time, deliver to the City the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tool, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the City, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work upon receipt of the Notice to Proceed and to fully complete all work under this contract within three hundred (300) calendar days.

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

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

SALES AND USE TAXES

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

LUMP SUM WORK ITEMS

The Proposal for the work is to be submitted on lump sum basis. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents and based on the following individual lump sum amounts. The Bidder agrees that the lump sum pricing include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

* * * * *



Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

South Street Improvement Project

ITB No. 24-008

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

- 1) Question: Is there information regarding an estimated budget for this project? Response: A estimated budget is not available for release for the project.
- Question: The documents and drawings specifically list Tensar Glasgrid CG grid system, are alternate products, such as Huesker HaTelit 100 acceptable?
 Response: The asphalt reinforcement grid is provided as an example and should be called out as "Tensar Glasgrid CG or equivalent". Another asphalt reinforcement grid product with reasonable like qualities can be utilized. Huesker HaTelit 100, for example, would be an approved equivalent.

Prior to final award, the winning bidder shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive.

Signature

Charley Toppino & Sons, Inc

Name of Business

SOUTH STREET IMPROVEMENTS BID PROPOSAL FORM

ROADWAY ITEMS

| Pay Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|------------------|--|-----------------------|------|----------------|----------------|
| 0101-1 | Mobilization | 1 | LS | \$397,050.00 | \$397,050.00 |
| 0102-1 | Maintenance of Traffic | 1 | LS | \$77,700.00 | \$77,700.00 |
| 0104-18 | Inlet Protection System | 12 | EA | \$224.00 | \$2,688.00 |
| 0107-1 | Litter Removal | 2.88 | AC | \$850.00 | \$2,448.00 |
| 0110-1-1 | Clearing and Grubbing | 0.08 | AC | \$1,618,190.00 | \$129,455,20 |
| 0110-4-10 | Removal of Existing Concrete | 3,846 | SY | \$56.79 | \$218,414.34 |
| **** | Type D-3 Geotextile for Trench Restoration | 328 | SY | \$7.90 | \$2,591.20 |
| : | Tensar Glasgrid CG System Geotextile | 8,479 | SY | \$25.61 | \$217,147.19 |
| 121-70 | Flowable Fill | 94 | SY | \$649.50 | \$61,053.00 |
| 0285-704 | Limerock Stabilized Base (LBR 100) - 6" | 2,251 | SY | \$55.10 | \$124,030.10 |
| 0285-706 | Optional Base, Base Group 06 | 1,226 | SY | \$220.74 | \$270,627.24 |
| 0327-70-5 | Milling Exist Asph Pavement (2.0" Avg. Depth) | 5,794 | SY | \$14.30 | \$82,854.20 |
| 0334-1-12 | Superpave Asphaltic Conc, Traffic B | 1487 | TN | \$351.92 | \$523,305,04 |
| 0425-1-201 | Inlet, Curb, Type 9, <10 ft. and Type P Box Alt B | 5 | EA | \$12,926.20 | \$64,631.00 |
| 0425-4 | Inlets, Adjust | 1 | EA | \$2,800.00 | \$2,800.00 |
| 425-5-1 | Manhole, Adjust | 17 | EA | \$2,182.35 | \$37,099.95 |
| 0425-6 | Valve Boxes, Adjust | 214 | EA | \$140.00 | \$29,960.00 |
| 0430-175- 124 | Pipe Culvert, Optional Material, Round, 24" S/CD | 102 | LF | \$598.57 | \$61,054.14 |
| 0520-1-10 | Concrete Curb & Gutter, Type F | 4,571 | LF | \$58.80 | \$268,774.80 |
| 0520-2-4 | Concrete Curb, Type D | 1,868 | LF | \$56.00 | \$104,608.00 |
| 0522-1 | Concrete Sidewalk and Driveways, 4" thick | 2,614 | SY | \$126.00 | \$329,364.00 |
| 0522-2 | Concrete Sidewalk and Driveways, 6" thick | 714 | SY | \$140.00 | \$99,960.00 |
| 0527-2 | Detectable Warnings | 328 | SF | \$44.80 | \$14,694.40 |
| | SOP Technologies Curbed Inlet Filter Screen | 4 | EA | \$5,460.00 | \$21,840.00 |
| 444 | Madrax Bollard Bike Rack | 9 | EA | \$1,085.00 | \$9,765.00 |
| 0581-1-1 | Relocate Trees & Palms, Palm < 14' of Clear Trunk | 4 | EA | \$2,600.00 | \$10,400.00 |
| | Landscape Trees | 35 | EA | \$4,575.00 | \$160,125.00 |
| лле | Flexi-pave at Tree Wells | 1,257 | SF | \$33.95 | \$42,675,15 |
| | | | | | |

SIGNING & PAVEMENT MARKING ITEMS

| Pay Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|-----------------|---|-----------------------|------|-------------|----------------|
| | Single Post Sign, F&I Ground Mount, up | | | | |
| 700-1-11 | to 12 SF | 47 | AS | \$1,540.00 | \$72,380.00 |
| 706-1-3 | Raised Pavement Marker, Type B (Blue) | 9 | EA | \$5.60 | \$50.40 |
| 710-90 | Painted Pavement Markings | 1 | LS | \$14,363.13 | \$14,363.13 |
| 711-11-123 | Thermoplastic, Std, White, Solid, 12" for Crosswalk | 1,450 | LF | \$3.15 | \$4,567.50 |
| 711-11-125 | Thermoplastic, Std, White, Solid, 24" for Stop Bar | 223 | LF | \$6.23 | \$1,389.29 |
| 711-11-141 | Thermoplastic, Std, White, 2-4 Dotted Guideline, 6" | 0.059 | GM | \$3,010.00 | \$177.59 |
| 711-14-160 | Thermoplastic, Preformed, White, Message | 38 | EA | \$630.00 | \$23,940.00 |
| 711-14-170 | Thermoplastic, Preformed, White, Arrow | 16 | EA | \$630.00 | \$10,080.00 |
| 711-16-201 | Thermoplastic, Other Surfaces, Yellow, 6" | 0.79 | GM | \$6,580.00 | \$5,198.20 |
| 1000 | Utility Coordination | 1 | LS | \$14,000.00 | \$14,000.00 |
| | SIGNING & PAVEMENT MARKING TOTAL: | \$146,14 | 6.11 | | |

Grand

Total: \$3,513,261.06

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ON PAGE 10 & PAGE 11:

| Total of lump sum items \$\\$3,513,261.06 | | |
|---|-----------------|-------|
| (numeric) | | |
| hree Million Five Hundred Thirteen Thousand Two Hundred Sixty One | _Dollars & _six | Cents |
| (amount written in words) | | |

 $\underline{\mathsf{NOTE}}\!:$ THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

List items to be performed by Contractor's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

| Clearing - \$130,000 | |
|---------------------------------|---|
| | |
| Concrete Demolition - \$230,000 | |
| | |
| Earthwork - \$232,000 | : |
| | |
| Drainage - \$217,000 | |
| | |
| Concrete Flatwork - \$869,000 | |
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12

SUBCONTRACTORS

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

| Flexi-Pave for landscape | | | |
|---------------------------------------|-----------------|-------|---------------------------------------|
| Portion of Work | | | |
| K.B. Indsutries, Inc | | | |
| Name | | | |
| 4600 140th Ave N. Ste 200 | Clearwater | , FL | , 33762 |
| Street | City | State | Zip |
| Asphalt Milling and Paving | | | |
| Portion of Work | | | |
| General Asphalt Co | | | |
| Name | | | |
| 4850 NW 72nd Ave | Miami | FL | 33166 |
| Street | City | State | Zip |
| Landscape | | | |
| Portion of Work | | | |
| Blue Native Landscape & Irrigation | | | |
| Name | | | |
| 1010 Kennedy Drive # 305 | Key West | , FL | 33040 |
| Street | City | State | Zip |
| Striping | | | |
| Portion of Work | | | · · · · · · · · · · · · · · · · · · · |
| Road Runner Striping Technologies Inc | | | |
| Name | | | |
| 9804 NW 80 Ave | Hialeah Gardens | FL | 33016 |
| Street | City | State | Zip |

SURETY

| Travelers Casualty ar | nd Surety Company of A | America | | vhose address is | |
|---|--|-------------------|----------------------|-------------------------|--|
| One Tower Square | | Hartford CT | | 06183 | |
| Street | | City | State | Zip | |
| 305-670-5353 | Claudia Diaz | | | | |
| Phone | Resident Agent | | | | |
| BIDDER | | | | | |
| The name of the Bidder su | ubmitting this Bid is | Charley T | oppino & Sons, Inc | ; | |
| at | | | | doing business | |
| 129 Toppino Industrial D | r | Key West | FL | 33040 | |
| Street | | City | State | Zip | |
| AToppino@charley | toppino.com | | | | |
| E-mail address | ** | | | | |
| which is the address to wh | ich all communications | concerned with t | his Bid and with th | e Contract shall be sen | |
| The names of the principal persons interested in this E | officers of the corporated as principals are as fo | ion submitting th | is Bid, or of the pa | rtnership, or of all | |
| Name | : | | Title | | |
| Richard Toppino | | Presiden | nt | | |
| John Toppino | | Treasure | er | | |
| Andrew Toppino | | VP/Estir | nator | | |
| FF | | V172001 | ilutor . | | |
| Paul Toppino | | Executiv | ve VP | | |
| Ashley Peattie | | CFO | | | |

If Sole Proprietor or Partnership

| IN WITNESS hereto the undersigned has set his (its) hand this day of 2024. |
|--|
| Signature of Bidder |
| Title |
| If Corporation |
| IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its sea affixed by its duly authorized officers this day of 2024. |
| (SEAL) |
| Charley Toppino & Sons, Inc |
| Name of Corporation By River Laffuil |
| Title Parsisat |
| Attest |

EXPERIENCE OF BIDDER

| The Bidder states that he is an experienced Contractor and has completed similar projects within the last fiv (5) years. |
|---|
| (List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.) |
| See attached past projects list |
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* * * * * *

FLORIDA BID BOND

| BOND NO. N/A |
|---|
| AMOUNT: \$ Five Percent of Bid Proposal Submitted |
| KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc. |
| hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America |
| a corporation duly organized under the laws of the State of CT |
| having its principal place of business at One Tower Square, Hartford, CT 06183 |
| in the State of CT |
| and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto City of Key West |
| hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted |
| for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present. |
| THE CONDITION OF THIS BOND IS SUCH THAT: |
| WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for ITB #24-008 SOUTH STREET IMPROVEMENTS, said Bid Proposal, by reference thereto, being hereby made a part hereof. |
| WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Scope of Work, entitled: |

ITB #24-008

SOUTH STREET IMPROVEMENTS

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

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

| Signed and sealed this 27 | _{day of} February | , 2024. |
|---------------------------|----------------------------|--|
| | | |
| | | Charley Topping & Sons, Inc. |
| | В | y: Num le principal |
| | | Travelers Casualty and Surety Company of America |
| | | SURETY |
| | В | y:Y Attorney-In-Fact & FL Res Agent, William L. Parker |



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint William L. Parker of MIAMI

Florida , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie c sitreaut

Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27

day of February

2024







Kevin E. Hughes. Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

ANTI-KICKBACK AFFIDAVIT

| STATE OFFL |
|---|
| I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation. By: |
| Sworn and subscribed before me this 4 day of |
| Manda NOTARY PUBLIC, State of Florida at Large |
| My Commission Expires: Notary Public State of Florida Michael P Labreda My Commission HH 138227 Expires 06/19/2025 |

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

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

| 1. | This sworn statement is submitted with Bid or Proposal for |
|----|---|
| | ; |
| | SOUTH STREET IMPROVEMENTS |
| | |
| 2. | This sworn statement is submitted by Charley Toppino & Sons, Inc (name of entity submitting sworn statement) |
| | |
| | whose business address is129 Toppino Industrial Dr, Key West, FL 33040 |
| | |
| | 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 |
| | (please print name of individual signing) |
| | and my relationship to the entity named above isPresident |
| 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 South States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the South 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), <u>Florida Statutes</u> , 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 |

- 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

plea of guilty or nolo contendere.

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

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

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

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

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

| (signature) |
|--|
| 3 424 (date) |
| STATE OF FL |
| COUNTY OF MONROE |
| PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her (name of individual signing) |
| signature in the space provided above on this |
| My commission expires: |
| NOTARY PUBLIC |
| Notary Public State of Florida Michael P Labrada Michael P Labrada My Commission HH 138227 Expires 06/19/2025 |

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: | 129 Topp no Industrial Dr, Key West, FL 33040 | SEAL |
|-------------|---|------|
| | Address | |
| | Signature | |
| | Print Name | - |
| | PRESIDE | |
| | Title | |
| DATE: | 3/4/24 | |

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

| STATE OF FL SS |
|--|
| COUNTY OF MONROE |
| I, the undersigned hereby duly sworn, depose and say that the firm of |
| Charley Toppino & Sons, Inc |
| provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799. |
| Sworn and subscribed before me this 4 day of 12024. |
| NOTARY PUBLIC, State of Florida at Large |
| My Commission Expires: Notary Public State of Florida Michael P Labrada My Commission HH 138227 Expires 06/19/2025 |

* * * * * *

CONE OF SILENCE AFFIDAVIT

| STATE OF) |
|---|
| : SS |
| COUNTY OF MONROE) |
| I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors employees and agents representing the firm of Charley Toppino & Sons, Inc |
| have read and understand the limitations and procedures regarding communications concerning City of Ke |
| West Code of Ordinances Sec. 2-773 Cone of Silence. |
| By: |
| Sworn and subscribed before me this |
| |
| Marked Laborator |
| NOTARY PUBLIC, State of at Large |
| My Commission Expires: |
| Notary Public State of Florida Michael P Labrada My Commission HH 138227 Expires 06/19/2025 |

NON-COLLUSION AFFIDAVIT

| STATE OF) | |
|--|--|
| COUNTY OF MONROE : SS | |
| I, the undersigned hereby declares that the only persons or pa named herein, that this Proposal is, in all respects, fair and without with any official of the Owner, and that the Proposal is made with person submitting another Proposal on this Contract. | out fraud, that it is made without collusion |
| Sworn and subscribed before me this | |
| | |
| NOTARY PUBLIC, State of Florida at Large | |
| My Commission Expires: | |
| Notary Public State of Florida Michael P Labrada My Commission HH 138227 Expires 06/19/2025 | |

LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Code od Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code od Ordinances 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 129 Toppino Industrial Dr, Key | Phone: 305-296-5606 |
|---|--|
| Current Local Address: West, FL 33040 (P.O Box numbers may not be used to establish status) | Fax: |
| Length of time at this address 75 Years | 3/4/24 |
| Signature of Authorized Representative | Date |
| STATE OF FL COUNTY OF MONROE | 27 [1] |
| The foregoing instrument was acknowledged before me this By of | day of MAR, 2024. |
| (Name of officer or agent, title of officer or agent) Nam or has produced | ne of corporation acknowledging) as identification |
| (type of identification) | |
| My Commission HH 138227 Expires 06/19/2025 | gnature of Notary |
| Return Completed form with Supporting documents to: | ype or Stamp Name of Notary |
| City of Key West Purchasing | Title or Rank |

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

| Respondent Vendo | or Name: Charley | Toppino & S | ons, Inc | |
|--------------------|-----------------------|---------------|--------------------------|-------|
| Vendor FEIN: 59- | -2426906 | | | |
| Vendor's Authorize | d Representative Nar | ne and Title: | Richard Toppino, Preside | ent |
| Address: 129 To | ppino Industrial Driv | е | | |
| City: Key West | State: | FL | Zip: | 33040 |
| Phone Number: | 305-296-5606 | | | |
| Email Address: | Atoppino@charley | toppino.com | | |

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 | 2: |
|-------------------|-----------------|---------------------------|----|
| | Print Name | Print Title | |
| who is authorized | 411 | above referenced company. | |

BIDDER'S CHECKLIST

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

| 1. | All Contract Documents thoroughly read and understood | |
|------------------------|--|----------|
| 2. | All blank spaces in Bid filled in black ink. | 4 |
| 3. | Total and unit Prices added correctly. | |
| 4. | Addenda acknowledged. | 1 |
| 5. | Subcontractors are named as indicated in the Bid. | |
| 6. | Experience record included. | 8 |
| 7. | Bid signed by authorized officer. | |
| 8. | Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond. | 7 |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | / |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. | 1 |
| 11. | Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. | |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | |
| 13. Non-C Insura | Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Cone of Silence, Local Vendor Collusion Affidavit; Scrutinized Companies List Vertification; Proof of Required | |

* * * * *

PART 2

CONTRACT FORMS

CONTRACT AGREEMENT

| This Contract, made and entere | ed into | day of | | 2024, |
|--|---------------|--------------------|--------------------------|--------------------|
| by and between the City of Key | y West, herei | inafter called the | "Owner", and | |
| | | | _, hereinafter called th | e "Contractor"; |
| WITNESSETH: | | | | |
| The Contractor, in consideration agreements herein contained, he furnish all the materials, tools, but the materials is tools. | ereby agrees | at his own prope | r cost and expense to de | o all the work and |
| Key West, Florida to the extent | of the Bid n | nade by the Contr | ractor, dated the | day |
| ofto herein. | _, 2024, all | in full compliance | ce with the Contract Do | ocuments referred |

The BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in affect.

| day of | , A.D., 2024. | | |
|---------------------|--|--|--|
| | CITY OF KEY WEST | | |
| | Ву | | |
| | Printed Albert P Childress, City Manager | | |
| | Title | | |
| | CONTRACTOR | | |
| | Ву | | |
| | Printed | | |
| | Title | | |
| APPROVED AS TO FORM | | | |
| Attorney for Owner | | | |

ITB 24-008

FLORIDA PERFORMANCE BOND

| BOND NO |
|---|
| AMOUNT: \$ |
| KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section |
| 255.05 |
| with offices at |
| hereinafter called the CONTRACTOR (Principal), and |
| with offices at |
| a corporation duly organized and existing under and by virtue of the laws of the State ofFlorida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the CITY OF KEY WEST, hereinafter called the CITY (Obligee), in the sum of: |
| |
| THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT: WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated |
| NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR: |
| 1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract: and |

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution

of the work provided for in the contract; and

- 3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

| IN WITNESS WHEREOF, the above parties bonded together | have executed this instrument |
|--|---|
| this day of, corporate party being hereto affixed and those presents duly pursuant to authority of its governing body. | 2024, the name and corporate seal of each signed by its undersigned representative, |
| CONTRACTOR | |
| Ву: | _(SEAL) |
| SURETY | _ATTEST |
| Ву: | _(SEAL) |

ATTEST

FLORIDA PAYMENT BOND BOND NO.____ AMOUNT: \$_____ KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section with offices at hereinafter called the CONTRACTOR, (Principal), and with offices at a corporation duly organized and existing under and by virtue of the laws of the State of _____ ___, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of: DOLLARS(lawful money of the South States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows: THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT: WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for ITB # 24-008 SOUTH STREET IMPROVEMENTS, attached hereto, with to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

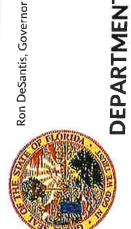
CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation

shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

| IN WITNESS WHEREOF, the above parties | bounded together have executed this instrument |
|--|--|
| this day of party being hereto affixed and those presents authority of its governing body. | , 2024, the name and corporate seal of each corporate duly signed by its undersigned representative, pursuant to |
| CONTRACTOR | |
| By: | oc oc |
| SURETY | ATTEST |
| By: | (SEAL) |
| | ATTEST |



Melanie S. Griffin, Secretary

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION STATE OF FLORIDA

CONSTRUCTION INDUSTRY LICENSING BOARD

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

TOPPINO, JOHN PETER

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

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.

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 (8/31/24)

CHARLEY TOPPINO & SONS INC

PO BOX 787

This document must be prominently displayed.

KEY WEST, FL 33041

TOPPINO, FRANK



Cash Register Receipt City of Key West

Receipt Number R74555

| | DESCRIPTION | ACCOUNT | QTY | PAID |
|-------------|---------------------------------|---------------------|-----|----------|
| LicenseTRAK | | | | \$358.00 |
| 23997 | Address: 2011 FLAGLER AVE A | PN: 00045270-000000 | | \$358.00 |
| cc | ONTRACTOR DEPR STATE CERTIFIED | | | \$358.00 |
| | CONTRACTOR DBPR STATE CERTIFIED | | | \$358.00 |
| TOTAL FEES | PAID BY RECEIPT: R74555 | | | \$358.00 |

Date Paid: Friday, September 22, 2023 Paid By: CHARLEY TOPPINO & SONS INC

Cashier: JLM

Pay Method: CHECK 00093319

| | Asset Tracking | | | | | |
|--|--|------------------------|-----------------|-------------|---------------|------------|
| Ī | | SERIAL # | MODEL # | TITLE# | Title on hand | TAGE |
| A-82 2012 FORD P/U | | + | REBUILT AFTER P | 94807267 | | 012 CAN |
| A-84 2012 CHEVY P/U | pickup truck | + | F-150 SE | 110495720 | | CVADES |
| | Dickup truck | ick 1GCNCSEAXCZ111262 | 1500 | 107254335 | | Z01.02 |
| A-87 2014 CHEVY IMPA! A | DICKON CO. | SK TETERMOFEDINGSTOOT | IF 150 SE | 36 22201352 | | 324 UAB |
| E V | | _ | SEDAN | 2000 | | C. L. |
| | pickup truck | ۲, | WHITE | 117288100 | | |
| 8.97 2044 CUEDOVANI | (pickup im | Ch SON PITE NESSESSINE | Medite | 111 300 103 | | EX 3K |
| | | 1GCWGFFA0F1137949 | WAITE | 440000000 | | HEEF BECOM |
| | pickup truck | | Walte | 11339/615 | | 292 RRM |
| i | Dickup truck | + | MANIE | 116253470 | | EEK Q70 |
| ij | de la constante | - | WHITE | 122489791 | | GLM Y35 |
| A-106 2014 FORD F-250 SUPER DUTY | de la constanta de la constant | + | WHITE | 124543934 | | HDX I 58 |
| A-108 DOE FORD PRODUCE BY DAYS SHE | Manuel FW Aichin Co | + | | 115237345 | | Y40 NOK |
| A-112 ROT CONC BIRNEY, SAME DON | | + | WHITE | 120958301 | | HGY H45 |
| A-113 1984 FORD F350 FLATBED | DICKUD LINCK | + | WHITE | 128053868 | | ILF C03 |
| A-114 2016 CHEVY SILVERADO | | + | BLUE | 65698205 | | SSRAYD |
| A-116 Carl San State Annual | pickup uuck | + | WHITE | 125426635 | | LICIES |
| A-118 2018 ISUZU NPR XD | DICKUP TUCK | 1 | WHITE | 129275855 | | ISY E20 |
| | 8 | + | BOX TRUCK | 129456971 | | 121 VIS |
| A-120 2014 NISSAN TITAN | PICKUD TUCK | 1 | GAZ SUMMIT | 129708839 | | IAE ESE |
| H | prokup truck | - | WHITE | 120194655 | | 145 PM |
| A-122 2018 GMC YUKON | S | 54DB4J1B0HS807293 | WHITE | 130145611 | | 7W 044 |
| | | + | SILVER | 130306746 | | OTCV |
| | | | SILVER | SIO | | IXC D28 |
| A-127 2006 FORD F250 - 2WD | Tes pickup truck | + | WHITE | 130753978 | | JAIN V64 |
| A-130 2518 SENSE 1 150 | pickup truck | + | WHITE | 132031784 | | 69W OSC |
| A-131 gas spent prop | Pickup trick | + | WHITE | 133461495 | | KGJ V75 |
| A-133 Thrus Mich Hope Hopers | pickup truck | + | WHITE | 1065701879 | | KGJ V76 |
| A-137 2019 TOYOTA TACOMA | pickup truck | + | SUMMIT WHITE | 133831717 | | KEHX91 |
| A-138 2017 MERCEDES BENZ SPRINTED VAN | | + | WHITE | S/O | | LRXO09 |
| A-139 RUELBESTER ET STELL PARTIES | | + | WHITE | 128358793 | | LXS.67 |
| A-141 SORDERNOCHINE CAN | pickup truck | + | WHITE | 136576745 | | LIAE23 |
| A-143 RESISTENCE SECTION CONT. | pickup truck | + | WHITE | 138436820 | | NWSV88 |
| A-144 ALESTE STATES STATES | pickup truck | + | SUMMIT WHITE | 139433130 | | NXSC29 |
| A-145 COUNTY COUNTY | pickup truck | + | WHITE | 129716564 | | PXVL01 |
| A-147 MINISTER ENGINE | pickup truck | | SUMMIT WHITE | 140223580 | | QDMW52 |
| A-149 Mar 8 Control of the Party of the Part | pickup tuck | + | SUMMIT WHITE | 140864624 | | QGIZ01 |
| A-150 2021 GMC YUKON | pickup truck | + | WHITE | 131349900 | | QTCV10 |
| A-152 MINICHEST SILVERY SEPTEMBER | OILI TS | + | GRAY | LEASE | | ISX G54 |
| A-153 2003 Freightliner MT-55 | pickup truck | + | WHITE | 104591544 | | 51ACII |
| A-154 Estimated and A-154 | Tipe Crew Ind | 5 | WHITE | 91271561 | | 13ARYC |
| A-155 2022 Ford Explorer XI T | pickup truck | + | SUMMIT WHITE | 145422991 | | 41BDCP |
| | UILLIY-SUV | - | WHITE | 145930893 | | IGLB40 |
| Γ | prekup truck | + | WHITE | 147088142 | | ODNB15 |
| Г | Decan | + | BLACK | 136174630 | | 804011 |
| 1 | pickup truck | K 1N6ED1EJ6PN608732 | WHITE | 148738775 | YES | ABSOACH |

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| | BACKHOES | | ٥ | Е | 4 | Ø | 1 | |
| Š | _ | WEIGHT | | | | DATE | | _ |
| | | LUGICAL | SERIAL # | MODEL | TITLE# | DELIVERED | LOCATION | CTATIO |
| BAS | 1997 CAT EYCAVATOB | | | | | | | SOLATO |
| | Т | | 1JMD0339 | 375-1 | 75000 | | | |
| 3 | ٦ | | FUDDS5330 | 1000 | 3 | | CTS Rockland Pit Quarry | IN SERVICE |
| 848 | 2007 CAT B/HOE | | 01.20239 | 4200 | 42700 | 5/12/2006 | | N SEGNA |
| 8-47 | | | 33300484 | 324DL | 154000 | 5/4/2007 | CTS Rockland Dit Oum. | LOGACUA . |
| 1 | т | | KCX01173 | 3080 | Round | 44.60.0000 | מוסיים ווייים ווייים ווייים ווייים | IN SERVICE |
| 4 | - 1 | 49240 | PHYOTOSE | 10000 | 2000 | /NO COLO | | IN SERVICE |
| 848 | 2014 CAT B/HOF | | CZOLOWILL | SCULL | SAN ESS | 8/14/2012 | | TORIGINAL TORING |
| B.53 | 1 | | PLW00629 | 329EL | 1820 | S/18/2014 | | III SERVICE |
| | Т | | 1FF075GXJE015481 | 756 | | 1000000 | | IN SERVICE |
| 3 | j | | 1FF050GXTGH9940E0 | 300 | | SYCAMOTO | | IN SERVICE |
| \$2 0 | 2016 CAT 326 FL EXCAVATOR | 58470 | MICHOLIS CONTRACTOR | 200 | | 6/24/2016 | | IN SERVICE |
| 95.8 | | | Weeners | 326FL | | 10/4/2016 | | IN SERVICE |
| B-57 | | | | | | 1/15/2017 | | 100000000000000000000000000000000000000 |
| 5 6 | Т | | EW180220147 | EW180.S1 | | 2/20/00/0 | | IN SERVICE |
| 2 | Т | | FJX00307 | MARTODER | | SIZUZO10 | | IN SERVICE |
| 8 | 2015 CAT 329FL | | FRI 00704 | 2007 | | KENI-BUY | | IN SERVICE |
| 9-61 | 2020 JOHN DEERE 85G EXCAVATOR | | 4EEGBECYTY INCLESS | 3236 | | PURCHASED 5.14 19 | | IN SERVICE |
| 23 | | | III I DASGAENJUZI SUB | 999 | | PURCHASED 5.12.20 | | acologic N |
| 2 | П | | ND320877 | 325FLCR | | 9/30/2020 | | 100000 |
| | Т | | 1 1FF085GXCKJ021721 | RSG | | | | IN SERVICE |
| Š | -1 | 57800 | 1FF245GXHI F801836 | 2450 | | | | IN SERVICE |
| 8 | 2017 CATERPILLAR 420F2 | | CONTRACTOR ALLOCATION OF THE PERSON OF THE P | 1 | | 9/23/2021 | | |
| | | | CALCAZOFA HWC02150 | 420F2 | | concicie | | |

| | | | | | COLATO | | | IN SECTOR | IN SERVICE | TOTO IN | T SOLIT |
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| | 1 | 200 | UAIE | DEI IVEREN | | | | | | | |
| | 9 | | | TAG EXP DATE | | | | Jun-23 | | JUN-23 | |
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| | 3 | | N and Address | # 3711 | | | 420466006 | 20000000 | | | |
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| ပ | | | SERIAL # | | | FKHAAGG7 1740 | 01 /5 /05 | SANIBROSON ICOSONAE | SHIPPERSE SENTER 113 | | |
| D | BOAT | DESCRIPTION | NOIL LEGGE | | | 2018 CAROLINA SKIFF | | 2018 ROADKING TRAILER | | | |
| | | NO. | | 7 | | 4 BOAL-DI | | BOALST | | 9 | |

| | - | | | C. Interior | OIAIOS | | | NOT ROAD WODILLY | Total Control of the | IN SERVICE |
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| 0 | | | SERIA! | | | AKARASODADEN | NCUI poerei vie | 2MKUUMTVoruspeeses | ALVINO THE ADDRESS AUG | |
| 80 | CRANES | | DESCRIPTION | | | 1983 GROVE SOTH | | 2013 KENWORTH T370 | | |
| 4 | | 2 | Š. | | | 3 | | C-24 | | |

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| o | DESCRIPTION | | 2 | וע | u | ď |
| | OF SCRIPTION | SERIAL # | MODEL # | TITIE# | DEI IVEREN | CTATILO |
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| 200 | 10co INTERNII POPER | | | | | |
| 3 | 1900 IN LEKIN L DOZEK | 23276 | TD 200 | 27.14 | | |
| 3.4 | CAT DOZED D.E | | 902-01 | Y 2 | | N SERVICE |
|) | OU DOKEN DO | CATODSK2EKYY00263 | TORKO | ***** | | CENTRICE |
| 355 | CAT DOZED D.E | | IDSPECE | Z/Z | DEL 01/15/2013 | NSFRVICE |
| | מעו הסברון הם | CA10D5K2JKYY01341 | DSK21 GD | MIA | ****** | 101111111111111111111111111111111111111 |
| | | | 2015 | 4/2 | 1107/1/ | N SERVICE |

| Description | - | | | | |
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| Serial # Model # Model # | - | | | | |
| 3183 CAB 1FTYR90L0RVA00118 MF60T | | | | | |
| 3183 CAB 1FTYR90L0RVA00118 MF60T | - Canada | F | FORM 2290 | GVW. | STATA |
| 3183 CAB 1FTYR90L0RVA00118 MF60T | | | | | 2010 |
| MF60T | - 1 | | | | |
| MFGOT | I IEATON | 200 | | | |
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| HD-51 | | | 4 | 01000 | IN SERVICE |
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| | CPANEDO | | | 1 | | U |
| NO. | DESCRIPTION | SERIAL # | MODE | * 3 1111 | DATE | |
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| 07 0 | L | | | | | |
| 5 | ZUUS LEE BOY | 53460 | 685B | | | |
| 77 | C CLC | | 2000 | | | N SERVICE |
| 5 | 1330 HUBER GRADER | M860 | MREO | | 4010010040 | |
| ď | ١. | | | | 8L07/07/01 | N SERVICE |
| 2 | ZVZ I Lee Doy Grader 695B | 695-247015 | 695B | N/A | 9/0 | andina della |

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|------|---|--|-----------|---|--------------------|--|-------------------------------|
| | LOADERS | | | | | ŋ | I |
| Š | DESCRIPTION | SERIAL | * 13008 | *************************************** | DATE | | |
| | | | MODEL | III E | DELIVERED | LOCATION | STATUS |
| L-34 | 2002 CAT LOADER | SCRU35A6 | Coc TI | | | | |
| 140 | 2007 CAT | CATOOORATADO1128 | 597-11 | | | | IN SERVICE |
| L41 | 2008 BOB CAT | ASCKONASE | 200 | | DEL 04/12/2007 | | IN SERVICE |
| 142 | 2006 CAT LOADER | CATROSONO DUCASES | 2220 | | | | IN SERVICE |
| 147 | | DATES STATES THE STATES OF THE | SOUPLI | HNS.1407 | DEL 08/22/2012 | | IN SERVICE |
| 149 | | HACOZIA | 924H | | DEL 05/09/2014 | | IN SERVICE |
| 29 | 2015 CAT LOADER | IPOON | 924H | | DEL 08/07/2015 | CTS Rockland Quarry | IN SERVICE |
| 1-51 | 2015 CAT SKID STEER | BVEN4443 | SUBMZ | | PUR 12/03/2015 | | IN SERVICE |
| 1-52 | CAT 908H2 | IDDOSES | 246D L1 | | 6/24/2016 | | IN SERVICE |
| 1.53 | KIIROTA COMPACT I DADED | JRU02348 | 908H2 | | 1/11/2017 | | IN SERVICE |
| 2 | 2044 OAT DARES | 31128 | SVL75-2HW | | 10/30/2017 | | IN OFFICE |
| 3 | 2014 CAI LUADER | CAT0930KTRHN03290 | 930KQC | | 4/3/2048 | The state of the s | IN SERVICE |
| 55 | 2018 CAT 930 M LOADER | KTG04373 | 930M | | 40/42/2040 | MCr Maramon | IN SERVICE |
| L-56 | 1994 JOHN DEERE | DW544GD545484 | 5446 | 67700200 | 8102/21/01 | | IN SERVICE |
| L-57 | | MSTD449A | 00000 | 01.208309 | 10/26/2018 | | IN SERVICE |
| L-58 | | HOADDEAD | 25000 | | 11/5/2018 | CTS Rockland Quarry | IN SERVICE |
| L-59 | | LTC-MOEA7 | 9741 | | 5/1/2020-PICKED UP | 4 | IN SERVICE |
| 99 | | ALCOHOL: | 950M | N/A | 6/30/20-DELIVERE | | IN SFRVICE |
| 184 | 2019 IOUN DEEDE LOADED | N G00645 | 930M | N/A | 7/1/20-DELIVERED | | IN SERVICE |
| 182 | 2018 CAT LOADED GO CO | 1DW544LZHKI-700290 | 24 | N/A | 8/6/2020 | MCP Rockland | IN SERVICE |
| 53 | 2024 KILLY TED | 0121012M | 950 GC | N/A | 2/10/2021 | CTS Rockland Organy | IN SEDVICE |
| 3 | COL 1 NUDOIS (SCOMPSCI Track Loader KBCZ052CCM1C57079 | KBCZ052CCM1C57079 | SVL75-2HW | N/A | 5/24/2021 | | TOWNER OF THE PERSON NAMED IN |
| 6 | KUZZ KUDODA | KBCZ052CPM1K62040 | SVL75-2HW | N/A | 3/10/2022 | | IN SERVICE |
| 8 | John Deere 524P Loader | 1DW524PAVNLZ14711 | 524 P | | 2173/7073 | | IN SERVICE |
| | | | | | E COLON | | N SERVICE |

| MOOSE # 1800M |
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| No. | DESCRIPTION | SERIA | WOOM. | DATE | |
| | The state of the s | # 100010 | I MODEL # | DELIVERED | STATUS |
| R-03 | 1981 Case Vibratory | 840124421 | PC+ M | | |
| R-04 | Rammax Trench Roller | | 171-14 | est 1981 | IN SERVICE |
| R-06 | Amerimay | | PC23/16C | 11/13/1992 | IN SERVICE |
| 200 | With the second | 35110740 | P33 | 41414995 | ON ALL ON |
| D7-1 | Walk Behind Roller | 8300059 | | COCINI | IN SERVICE |
| R-26 | 2009 RAM MAX | 00000 | SDS33D | 6/25/1993 | IN SERVICE |
| R-27 | CAT BOLLED | 1537819 | P33/ 24HMMR | 4/2/2009 | IN CEDIVICE |
| | CAI NOLLER | 24001873 | CB-34 | 41010040 | DIA SELVATO |
| R-28 | DYNAPAC ROLLER | 40000400000000 | 17-00 | 1/8/2013 | IN SERVICE |
| R-29 | 2009 CAT CR24 | 10000138EUA011324 | CA2500 | 4/1/2014 | IN SERVICE |
| R-30 | 2014 BOMAG | CA10CB24P24000545 | CB24 | 9/26/2016 | INSFRVICE |
| R-34 | 2018 Bomen Deller | 101920651004 | BW190AD | 4/15/2018 | NOEDVICE |
| 0 22 | 2000 DOMEST COLLECT | 101586081292 | BW211D-50 Single | BW211D-50 Single 1709 RENTAL -PLINCHAS | TO TO TO THE |
| 70-1 | 2006 BUMAG KOLLER | 901C14603434 | BWGASW | 4000000 | SERVICE |
| R-33 | 2019 BOMAG ROLLER 8500 | 101720432220 | NOVO. | 10/26/2018 | IN SERVICE |
| R-34 | 2019 CAT CB24B | 20120102 | BMP8500 | 2/25/2019 | IN SERVICE |
| | | Z440166Z | CB24B | 4172/2019 | IN SEBVICE |

| 1 | TRUCK-TRACTORS | , | ٥ | ш | 4 |
|---------------|---------------------------------|--|------------------------|-------------------|---------|
| NO. | DESCRIPTION | | | | |
| 3 | | | Asset Tracking | SERIAL # | MODEL # |
| 4 T41 | 1998 Ford tractor TL-31 | TRACTOR | | | |
| 5 IT-42 | lo | MATED TOV | | 1FTYN90K0WVA35580 | L-9501 |
| 6 T-47 (MCP) | 2005 MACK GRANITE | DIMO | 36 | 2FZHRJACZZAA02091 | SL-8501 |
| 7 T-48 | 2005 MACK GRANITE | DUME | Yes | 1M2AG11C65M015595 | CV713 |
| 8 T-49 | 1997 FORD WATER TRIJCK | WIN TED TBY | Yes | 1M2AG11C85M015596 | CV713 |
| 9 T-52 (mcp) | | | Yes | 1FDXN80E6VVA34157 | 3500 |
| 10 T-52/FL-06 | 1999 Moffett FORLIFT (MCP) | | Yes | 1NKDLU0X9XJ831755 | T-800 |
| 11 T-55 | L805 Flatbed | | | 9777 | M-5000 |
| 12 II-58 | 1998 Freightliner Step Van | Nex | | 1FDXN80F1WVA09106 | L80501 |
| 13 1-58 | 1997 INTERN'L WATER TRUCK | WATER TRK | | 4UZA3NT21WC919191 | 39lcam |
| 14 T-62 | 2000 INTERN'L FLATBED | CTS ELATBED | Yes | 1HTSDAAN0VH464561 | 4900 HD |
| 15 11-66 | 2007 CHEVY | Con College | West Control | 1HTSCAAN9YH321163 | |
| 16 T-76 | FORD BOX TRUCK VAN | BOY TRICK / VAN | | 1GBJC39K67E595360 | |
| 17 TEM 71 | 2001 STERLING FLIFT TRITCK | ELEI TEK | | 1FDWE37S1WBH58759 | |
| 18 T-78 (MCP) | 2006 KENWORTH TRACTOR | I ONE LINA | | 2FZHANBS31AJ49796 | |
| 19 T-82 | 2004 FORD E ASO WATER TO | LOWBOT-CONCRETE JANKER | Yes | 1XKDDB0X06J150261 | T8000 |
| 20 7184 | 2009 CHEVY 5500 HD | WAIER IKK | | 3FRNF65A35V112009 | F650 |
| 21 T-85 | 2015 ISLIZI NDB/GASOLINE | | Yes | 1GBE5C3979F404916 | 5500 HD |
| 22 T-86 | 1999 INTERNATIONAL | MATER TRK | | 54DB4J1B7FS804047 | NPR |
| 23 T-87 | 2015 WESTERN STAR 4700SF | DIMP | | 1HTSDAAN1YH240932 | 4900HD |
| 24 T-88 | 2015 WESTERN STAR 4700SF | DOMIN | Yes | 5KKMAVDV0FPGC4847 | 4700SF |
| 25 T-89 | 2014 WESTERN STAR 4700SF | DIMP | Yes | 5KKMAVDV7FPGC4845 | 4700SF |
| 26 T-90 | 2007 INTERNATIONAL 4300 | Water Truck | Yes | 5KKMAVDV7EPFS5946 | 4700SF |
| 27 T-92 | DUMPER 6001-DW60 | TANK TO CA COUNC | Yes | 1HTMMAAN27H415230 | 4300 |
| 28 T-93 | DI IMPER 6001-DIMED | TENDO DEDA DE LA CACIONA DE LA | | WNCD1801CPAL01206 | DW60 |
| _ | 2018 WESTERN STAP 4700SB | OFFICAD DUMP | | WNCD1801JPAL00188 | DW60 |
| 1 | 2019 WESTERN STAD 4700SB | AWOG | Yes | 5KKMAXDV1JLJZ3562 | 4700SB |
| 上 | 2018 WESTERN STAR 4700SB | SUMP SUMP | | 5KKMAXDVXKLKG2696 | 4700SB |
| 32 T-97 | 2019 ISUZU FIJEL TRI ICK | 7.CH 19.10 | Yes | 5KKMAXDV8JLJY4129 | 4700SB |
| 33 7-98 | 2019 PETERBIII T 337 TRACTOR | TOTELIAN | | JALE5W163K7302050 | |
| 34 T-99 | 2019 PETERBIIII T 337 TRACTOR | TDACTOR | | 2XP2AJ7X8KM611994 | 337 |
| 35 1-1100 | 2019 PETERRI III T 337 TRACTOR | TOACTOR | NAME OF TAXABLE PARTY. | 2XP2AJ7XXKM611995 | 337 |
| 36 T-101 | 2019 EORD E 250 | TATOLOGY IN THE PROPERTY OF TH | | 2XP2AJ7XXKM611351 | 337 |
| 37 T-102 | 2019 DODGE DAW FEOR | FLAIBED | | 1FDWF7DC6KDF03285 | F750 |
| _ | 2020 BETEBBILT FACTOR | | | 3C7WRNBL1KG540592 | 5500 |
| H | 2012 FORD F7FO | I RACTOR-LOWBOY | Yes | 1XPBDP9X8LD662166 | 579 |
| - | 1000 KENIMODIU TOACTOR | DUMP | | 3FRWF7FC4CV397455 | 750 |
| - | 2015 HOLD STATE OF THE | IRACIOR-CONCRETE TANKER | | 3WKDDB9X1XF831294 | 100 |
| - | 2011 International 8600 Fractor | TRACTOR-CONCRETE TANKER | | 1HSHXSNR9FH652913 | 8600 |
| 1 | 2002 Dodgo 2500 Scripp Tarist | LOWBOY | | 1HSHXSJR6BJ392414 | 8600 |
| - | 2022 DOUGE SOURCE INCA | Machanice crone truck | | | |

| | | | • | | |
|-----------|-------------------------------------|---------------------------|----------------|--------------------|---------------|
| | TRAILERS | 2 | ٥ | <u>u</u> | 12 |
| NO. | DESCRIPTION | | | | |
| | NOT LINE | SCOW | Asset Tracking | SERIAL # | WODE! # |
| TESTS | 1993 Home Made Trailor | | | | |
| 11.40 | 1994 Trailer Tilt (RED) WIGENERATOR | | | NOVIN000082608072 | 6" vellow pur |
| TL-42 | | SCOW | | BT00274 | Bob Cat |
| TL-44 | 1998 B/Hoe TL. | | | 1B9DS2528TP313009 | |
| TL-46 | 2002 CLEVELAND TL. | OWBOV | | NOVIN0200057315 | |
| TI-47 | 2004 AMERICAN PACE | ENCLOSED TRAILED | | 4MNDK252221001520 | 10 Ton TL |
| TL-50 | 2006 UTILITY TL | CHOCOGED INSHERA | | 4FPFB10194G078271 | JT610SA |
| Te-51 | 2006 CARGO | | | HITCH58200060805 | 2+8 |
| 72.58 | 1979 PIPE CREW OFFICE | | | 5NHUFT0116U209935 | |
| 11.57 | Grout Pump | | | 7U93074019 | |
| 11.58 | 2014 LOW BOY FAGER BEAVER | i Our Box | | NOVIN0200862825 | |
| TL-59 | 2014 HITCH KING (PALII TOPPING) | | | 112SD2492EL079438 | 50GSL/3 |
| TL-50 | 1988 SUN | PENSONAL-PAUL JOPPINO | | H1TK4820007201450 | |
| 17-61 | 2015 SWIM 7x16 CARGO TRAILED | DUAL AXLE SHOP TRAILE | | 154CH1623JT010547 | |
| 71.52 | Īē | | Yes | 1S907X164FM982079 | SW-07X16T |
| 11-62 | | USJUSES ENCLOSED TRAILER | | 1S986X18XGM982290 | SWTM |
| 11.555 | 2018 TRAIL EZE | JESSIES I KAILER-ENCLOSED | | 5HUNS428EU107336 | |
| TI-66 | NOT DAI MED TOAH ED | LOW BOY | | 1DAHFCX2XJP022297 | TE80HT40 |
| 11.67 | 2018 PAI MER TOALL ED | ALCON . | | 1P924HS29HA003422 | TA24H |
| TL-69 | 2001 SIMPLY TRAILED | Mone | | 1P924HS22JA003445 | TA24H |
| TL-70 | 2019 PACE TRAIL EP | | | 15911121615369181 | |
| TL-71 | 2008SUNCOAST TRAIL FR | | | 53BPTEA23KU034031 | |
| TL-73 | 2020 DIAMOND C DECK OVED | 100 | | 1S9E0121181303044 | |
| TL-74 | 2021 FOREST RIVER | TRAILER | | 46UFU3023L1225889 | |
| TL-75 | 2020 PALMER TA-24H | TPAIL ED | | 5NHUNS219MU128513 | GANS712SA |
| TL-76 | 2007 COTC Trailer | TDAILED | | 1P92HS22LA003724 | TA-24H |
| TL-77 | 2022 FF1 INC | DEGIZ OFFE TO 11 TO | | 4YIMCL12157G078269 | |
| TI-ZX MCD | T | DECK OVER TRAILER | | SFTCF322N1007656 | FT-20-2 |
| DIN OL L | T | CONCRETE TRAILER | | 3H4SS4220N3118809 | |
| TI SO MCD | 2022 CONCRETE I RAILER | CONCRETE TRAILER | | 3H4SS4220N3118986 | |
| TI ON | | CONCRETE TRAILER | | 3H4SS4128P3119761 | WW CEMENT |
| 010 | ٦ | CARGO TRAILER | | SWHIINS425MIH17748 | CANCTANTA |
| SEC BLDG | 127 | SECURITY BUILDING | | DHH340EI 403403EB | GANS/ 141 A |
| SEC BLDG | 2020 PAHL | SECTION AND AND | | G07017617 1040111 | |

| | MISC. | | | | | |
|---------------|--|-------------------|----------------|---------|------------------------|------------|
| No | Description | Serial # | Model # | Title # | Territ | |
| | | | | # DNI | # bpi | SIATUS |
| TA COUNT CO. | | | | | | |
| UST MISCHI | Clark forkint 8000lbs | V685-102-3130 | CE003/00 | | | |
| E-03 (MCP) | 1987 Clark Florkliff R/mix 38 (000 lb. Shon | Very Series | COURTRIFIC | | | OUT |
| ¥05 | History English of Tana Popular Consum | 11015-14525 | P/L 2367531 | | | DIT |
| 200 | HIS SECT. FURNILL STORIS HOUSEM 6.000 ID | D177B412874 | HENXM | | | |
| -63 | Nissan Fork Lift 8,000 LB Diesel | VF03_002437 | VEGOS ASSESSED | | | 1001 |
| 06 (T-52 MCP) | FL-06 (T-52 MCP) '99 Moffett Forklift (T-52: FL) | 100.00 | Trospassiv | S | shop cts | IN SERVICE |
| 1-07 | /C/KI ATA | 1116 | | | | IN SERVICE |
| 44 | SOLD STATE OF LOSON (S/N AT 14ESULZU) | AT14E50120 | | - | chon ode | 10000 |
| 197 | 2015 BEC BLANK FORKS (SHOP FORK LIFT) | | | 2 | AND CIS | IN SERVICE |
| | | | | | | |
| FL-08 | HYUNDAI FORKI IFT 251.74 S.N. HHENROPONDESA | | | | | |
| 60-1: | LIVETED LOOPET 2003 DIFOR. | HHFU8CB0000524 | | | at mcn | IN SERVICE |
| 40 | INCHES OF SUCH DIESEL | N005V02804E | HYSTER H90FT | | | IN SCOVICE |
| | HTUNDAI 30D-8 | HHKHHN13PHDDD2287 | 300-9 | | ACD MADATUON | IN SERVICE |
| rL-11 | MITSUBISHI FD30N 6,000LB FORKLIFT (MR LIFT TRITCK) | ACTACODADA | | | INCLINATION IN SERVICE | IN SERVICE |
| | luna. | ALT-COOTS | | 0, | SHOP | TO MEDICAL |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2023

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

| L | this certificate does not confer rights | to th | e cer | tificate holder in lieu of s | uch en | dorsement(s |). | | | |
|------|---|----------------|--|--|-----------------|---|---------------------------------------|--|------------|------------|
| | ODUCER | | | | CONTA NAME: | ct Iliana Abb | ate | | | |
| 9 | larsh & McLennan Agency LLC 850 NW 41 St Ste 100 | | | | PHONE (VC, N | o. Exti: | | FAX (A/G, No) | | |
| N | lami FL 33178 | | | | | ss: FLCertifle | cates@Mars | | | |
| | | | | | 100,000 | | | RDING COVERAGE | | NAIC# |
| | | | | | INSURE | | | Co of America | | 25666 |
| | URED | | | CHARL TOPPI | | RB: Phoenix | | | 1 | 25623 |
| C | harley Toppino & Sons Inc. onroe Concrete Products Inc. | | | | | Rc : Evanstoi | | | | 35378 |
| | O Box 787 | | | | | Ro: Traveler: | | | Í | 25658 |
| | ey West FL 33041 | | | | | | | asually Co of Amer | | 36161 |
| | | | | | INSURE | | a riopcity o | disduity of or Filler | | 33101 |
| C | OVERAGES CER | TIFI | CAT | E NUMBER: 1639885953 | MAJORE | 18.7 | | REVISION NUMBER: | | |
| | THIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RESERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH | PER POLI | REME TAIN, ICIES. U suan | NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE I | OF ANY | / CONTRACT THE POLICIE: | OR OTHER S DESCRIBE PAID CLAIMS | ED NAMED ABOVE FOR I DOCUMENT WITH RESPE D HEREIN IS SUBJECT T | OT TO V | WHICH THIS |
| | | INSC | WYD | POLICY NUMBER | | CONTRACTOR | POLICY EXP (MM/DD/YYYY) | LIMIT | | |
| А | X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR | | | DTCO3202M181TIA23 | | 5/19/2023 | 5/19/2024 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 2,000, | |
| | | | | | | | | MED EXP (Any one person) | \$ 10,000 | 0 |
| | | | | | | | | PERSONAL & ADVINJURY | \$ 2,000, | ,000, |
| | GENT AGGREGATE LIMIT APPLIES DER | | | | İ | | | GENERAL AGGREGATE | \$ 4,000, | ,080 |
| | X POLICY X JECT 100 | | | | | | | PRODUCTS - COMPYOP AGG | \$ 2,000, | ,000 |
| | OTHER | | | | | | | | \$ | |
| D | AUTOMOBILE LIABILITY | | | 8100N4284482326G | | 5/19/2023 | 5/19/2024 | COMBINED SINGLE LIMIT (Eq. accident) | \$ 1,000, | 000 |
| | X ANY AUTO | | | | | | | BODILY (NJURY (Per person) | 3 | |
| | OWNED SCHEDULED AUTOS ONLY AUTOS | | | | | | | BODILY MLJRY (Per accident) | 5 | |
| | AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | - 1 | | | VARIATO FORMA | \$ | |
| ΙÞΙ | X UMBRELLA LIAB OCCUR | | | CUP3J6572212326 | | 5/19/2023 | 5/19/2024 | EACH OCCURRENCE | \$ 10,000 | 0,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE | \$ 10,000 | |
| | OED X RETENTIONS 10,000 | | | | | | | | S | |
| H. | WORKERS COMPENSATION | | | UB4K5263662326G | | 5/19/2023 | 5/19/2024 | X PER OTIL | | |
| | AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE | | | | - 1 | | | E.L. EACH ACCIDENT | \$1,000. | 000 |
| | CFFICEIVMEMBEREXCLUDE.D7 (Manualory in NH) | N/A | | | - 1 | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000, | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | - 1 | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000.0 | 70.0 |
| С | Pollulion | | | MMAEV003528 | | 2/2/2023 | 2/2/2025 | Approprie | 5,000, | |
| | | | | | | D/ E/ E/ DE S | | (34,23,2 | | |
| | | | | | | | | | | |
| nesc | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL | ES IA | CORD | 101 Additional Pamarka Schadule | may be | attached if more | enace le requir | adi. | | |
| Ger | ieral Liability Aggregate applies per Proje | ect if | requi | red by written contract. | | | | | | |
| E: F | Professional Liability Policy #MMAENV00 IL, \$1,000,000 Aggregate Limit. Retroact | 13528 Iva F | S. EII | Dated 2/2/23 - 2/2/25, Limil 12/02/2010 | 1 \$1,000 |),000 Each A | ct, Error Or 0 | Omission | | |
| | | 146 6 | / L(11/1) | JE- 04-120 10 | | | | | | |
| Pro | of of Insurance only. | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | TIEICATE HOLDED | _ | | | CANC | TI LATION | | | | |
| E | RTIFICATE HOLDER | _ | | | CANCI | ELLATION | | | | |
| | | | | | SHOU | LD ANY OF T | HE ABOVE DI | ESCRIBED POLICIES BE CA | ANCELLE | ED BEFORE |
| | | | | | | | DATE THE | REOF, NOTICE WILL B | | |

Charley Toppino & Sons Inc. Monroe Concrete Products Inc. PO Box 787 Key West FL 33041

AUTHORIZED REPRESENTATIVE

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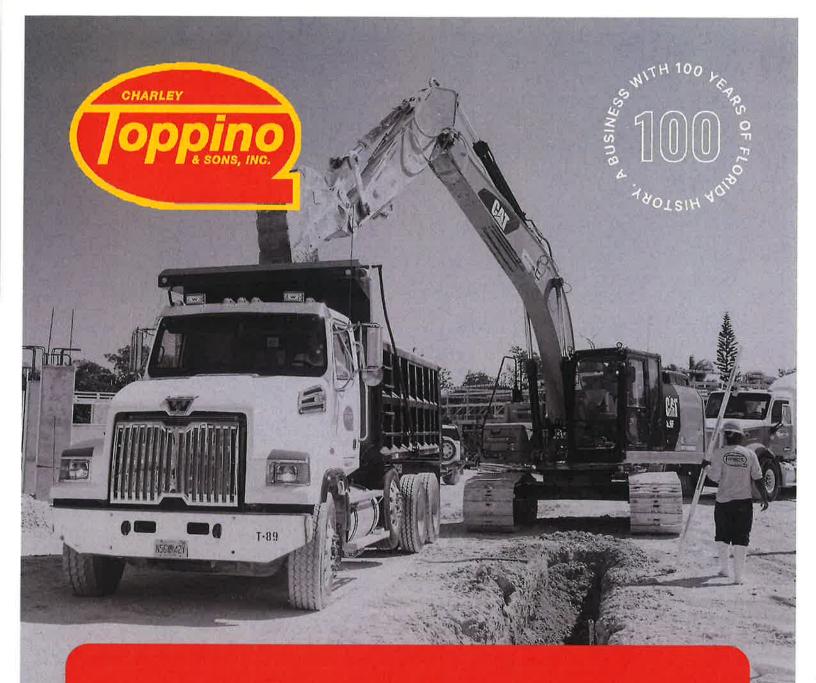
Major Projects

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Two of Worl- | 0.000 | 44.7 |
|--------------------------------------|--|---------------------------------|---------------|-------------------------|-----------|---|
| TOMMY ROBERTS MEMORIAL STARRA | Name: Ajax Building Corp | Name: ALLEN PEREZ. Company: | 5/15/2023 | INDER GROIMB | Status | CUSLOF WOTK |
| | Address:109 Commerce Blvd, Oldsmar,FL | (2) | | UTILITIES. | ACTIVE | 00.010.0010.00 |
| | Telephone: 941-371-6222 | 305-293-9440 | | EARIHWORK, | | |
| KWIA TAXIWAY A | Name: MONROE COUNTY BOCC | Name: Charles Waller | 11/17/2021 | UTILÍTIES | | 99 000 016 25 |
| EXTENSION AND | Address; 500 WHITEHEAD ST, KEY WEST. | Com: Jacobs Engineering Group | | DRAMAGE | PRECON | 00.000000000000000000000000000000000000 |
| MITIGATION | Telephone: 305-292-4426 | Telephone: 904-636-5432 | | CONCRETE RESTORATION | | |
| FKAA STOCK ISLAND | Name: FXA.A | Name: JOEL SMASON | 9/23/2020 | PUMP STATION | COMPLETE | \$5 577 874 |
| STATION PUMP | Address: 1100 KENNEDY DRIVE | Company: CAROLLO ENGINEERING | | INSTALLATION | | |
| | Telephone, 305-296-2454 | Telephone; 561-868-6403 | | | | |
| GERALD ADAMS SITEWORK AND DEMO | Name: AJAX BUILDING CORP | Name: ALLEN PEREZ | 5/25/2017 | CLEARING. | | \$4 578 570 40 |
| | Address: 6050 PORTER WAY | Company: PEREZ ENGINEERING | | EARTHWORK, | COMPLETE | |
| | Telephone: 941-371-6222 | Telephone: 305-293-9440 | | UTILITES | | |
| SUGARLOAF SCHOOL | Name: Ajax Building Corporation Address: 109 Commerce Blud | Name: ALLEN PEREZ | 4/15/21 | UTILITES | 40 Th 100 | \$3,884,348.24 |
| SILEWORK | Oldsmar,FL | Company: PEREZ ENGINEERING | | GRADING 4 SPH 4 I T | Achie | |
| | Telephone: 941-371-6222 | Telephone: 305-293-9440 | | TAYE TOUT | | |
| STOCK ISLAND ROADWAY & DRAD OVEMENTS | Name: MONROE COUNTY BOCC | Nаme; FRANCISCO ALONSO | 6/21/2017 | DRAMAGE. | | \$4,097,278.47 |
| DANIMAGE IMENO VENIENTS | Address: 1100 SIMONTON ST | Company: T.Y. LIN INTERNATIONAL | | STRUCTURES | COMPLETE | |
| | Telephone:305-292-4426 | Telephone; 305-567-1888 | | , PAVEMENT, | | |
| WRECKERS CAY | Name: Gedimínas Bulota | Name: Aldo Minozzi | 3/30/2021 | MULTI-UNIT | ACTIVE | \$44 881 071 |
| APARTMENTS | Integra Investments | Company: PQH Group | | HODSING | | 1 |
| | Telephone:305-774-0110 | Telephone: 904-224-0001 | | CONSTRUCTION | | |
| | | | | | | |

| Project Mame | Ovariet's Contact Person | | | | | |
|--------------------------------------|---|---|---------------|--|----------|---------------------------|
| KWIA ACCESS BOAD | | Design Engineer | Contract Date | Type of Work | Starus | Cost of Work |
| A CCESS KUAD | Name; BETH LETO | Name: Scott Kunselman | 3/19/21 | CLEARING, | L. Marie | \$3 712 626 |
| | 3491 S ROOSEVELT BLVD, KEY WEST | BLVD, KEY WEST Company: McFarland Johnson | | ASPHALT. | ACIINE | 00,012,00 |
| | Telephone: 305-809-5239 | Telephone: 321-431-7029 | | DRAINAGE | | |
| ST MARY'S ACTIVITY CENTER | Name: ARCHDJOCESE OF MIAMI | Name: CARLOS HUEMBES | 5/8/2017 | UTILITIES, | | \$1.574 43 4 |
| | Address: 9401 BISCAYNE BLVD, MIAMICompany. VILLA AND ASSOCIATES Telephone: 305-762-1032 Telephone: 305-661-8181 | ICompany: VILLA AND ASSOCIATES Telephone: 305-661-8131 | | BUILDING | COMPLETE | |
| ISLAWORADA | Western MCOurt to a research | | | | | |
| TRANSMISSION MAIN | Address: 817 Main St, Brownsville WI | Name:NITA M. NAIK Company: Wadde tiding | 3/3/2017 | WATER MAIN INSTALLATION: | ACTIVE | \$23,717.966 |
| | Telephone: Justín Cooke, 920-924-4300 | Telephone: 813-882-4375 | | INJECTION | | |
| FDOT T6489 | | | | | | |
| | Name: Hector Rodriguez Address: 3100 Overseas Hwy, Marathon, FL Telephone: 305-450-9555 | Name: Hernan Lugo Company: HBC Engineeting | 6/23/20 | Earthwork Stabilization RipRap | ACTIVE | \$6,014,031.65 |
| The Fig. 4 And 517. | | 7561,770,000,000 | | | | |
| PARK PHASE 1B | Name: Albi Balliu | Name: Erica Pool | 9/27/19 | Building Renovation, | COMPLETE | \$4,765,712.00 |
| | Address: 1100 United St, Key West, FL Telephone: 305-809-3962 | Company: K2M Design Telephone: 305-292-7722 | | Athletic Field Development, Install | | |
| UNITED STREET IMPROVEMENTS | Name:CITY OF KEY KEY WEST | Name: Karen Falkenberry | 4/10/23 | A DAMATA A | | |
| | Address: 1300 White St, Key West | INEERING | | DRAINAGE | ACTIVE | \$4,860,063 |
| | Telcphone:305-292-4426 | Telephone:813-2823500 | | INSTALLTION | | |
| STANLEY SWITLIK ELEMENTARY SCHOOF | Name: Ajax Building Corporation | Name: ALLEN PEREZ | 9/22/10 | MACAMALIS | COMPLETE | COMPLETE \$4.2.42.62.4.55 |
| | Oldsmar,FL Telephone: 941-371-6222 | Company: PEREZ ENGINEERING Telephone: 305-293-9440 | -(,10 | UNDERGROUND | | U., + U., U. L. L. |
| | | | | | | - |

MINISTER OF

| Project Name | المستوالة المستوسدي وإستامها الال | | | | | |
|--|--|--|---------------|---|-----------------------|-----------------|
| | Owner s contact rerson | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
| FDOT E6L20- S RGOSEVELT BLVD | Name: GENERAL ASPHALT CO Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480 | Name, Manosh Varghese Metric Engineering, Inc. 13940 SW 1361h 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, MATREWS Company: MATREWS CONSULTING Telephone: 561-655-6175 | 11/22/2018 | UNDERGROUND UTILTIES, LIFT STATIONS | COMPLETE | \$2,762,000,00 |
| TRUMAN WATERFRONT PARK | Name: CITY OF KEY WEST PO BOX 1409, KEY WEST, FL 33040 Telephone:305-809-3965 | Name: KIRK OLNEY BERMELLO AJAMIL & PARTNERS Telephone: 305-859-2050 | 9/30/2015 | SITE DEVELOPMENT. UTIL TIES. CONCRETE | ETE IGNOO | \$15,164,925.26 |
| 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 | AC"TIVE | \$10,556,104 |
| BIG PINE OBSERVATION PLATFORM AND REYNOLDS ST PIER | BIG PINE OBSERVATION Name: NV2A Gulf Keystar JV PLATFORM AND REYNOLDS STAddress: 9100 S. Dadeland Blvd, Miami, PL Telephone:305-202-0610 | Name: Stantec Address: 21301 Powerline Rd, Ste 311 Boca Katon, FL 33433 Phone: 561-487-3379 | 3/21/2018 | Platform Construction, Pilings, Boardwalk, Pier Restoration | COMPLETE | \$762,854.75 |
| QUARRY HOUSING DEVELOPMENT | Name: QUARRY PARTNERS LLC Address: 3030 HARTLEY RD. Address: JACKSONVILLE, FL 32257 Telephone: 904-288-7778 | Name: RODOLFO MARTIN Company: PQH GROUP DESIGN, INC Telephone: 904-224-0001 | 672018 | UNDERGROUND UTULTIES. 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 | 10,461,140 |



PROJECT PROPOSAL

A Team That Goes Beyond Expectations

Project: SOUTH STREET IMPROVEMENTS

Client: City of Key West

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.

- General Contracting
- Disaster Relief & Cleanup
- Mitigation
- Demolition
- Land Clearing
- Shoreline Restoration
- Utilities
- Pump Stations
- Wastewater Treatment Plants
- Earthwork/Excavation
- Asphalt Paving/Roadway Construction
- Concrete Flatwork
- Rip Rap Boulders
- Injection Wells
- Recycled Aggregates

CHARLEY IOPPINO BONE, ING.

ABOUT OUR COMPANIES



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-eamed Keys specific knowledge and expertise. If you are looking for market experts to deliver your project, we are here to help.

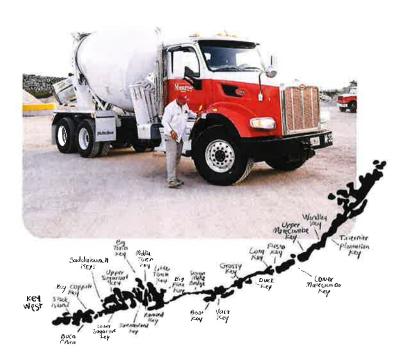
CHARLEY TOPPINO & SONS

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.







References



Allen Perez Owner Perez Engineering 305-293-9440



Robert Lopez Owner General Asphalt 305-510-3031



Rachel Cone The Southern Group Interim Secretary of FDOT under Rick Scott 904-386-3033



CREDIT REFERENCES



Concrete Products Of Palm Beaches, Inc. 460 Avenue S Riviera Beach, FL 33404 (561) 842-2743

#FERGUSON

Ferguson Enterprises 1950 NW 18th Street Pompano Beach, FL 33069 (305) 947-0514



BB&T Bank 1010 Kennedy Dr. Key West, FL 33040 (305) 292-3842



2. Charley Toppino & Sons Experience





Key West & Lower Keys



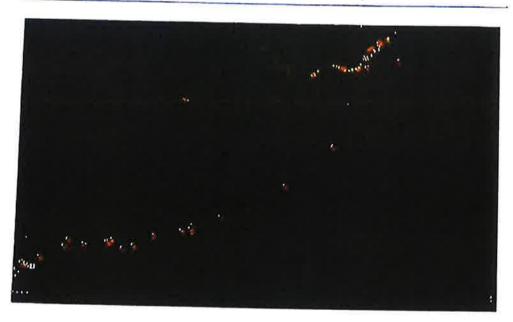
- United & Grinnell St. Water Moin Improvements
 - \$527,921.34
- > NAS Epea Chica Main Extension
 - \$1,847,000.00
- FKAA Key Haven Utility Improvements
 - > \$2,779,313,80
- Geraid Adams Sitewark & Demolillon
 - **\$4,578,670.40**
- Pump Stallon "F"
 - P \$1,670,744,25
- Stock Island Roadway & Orainage improvements
 - > \$4,097,278.47
- > VFD Pump Stations "A, 5, C, D, DA"
 - **\$4.022,894.40**

- > City of Key West ROW improvements
 - \$2,500,000.00
- > St. Mary's Activity Center
 - ▶ \$1,574 143.14
- > Sonic Silework
 - > \$51.5,000,00
- Key West International Airpart Commercial Apran
 - » \$995,220,00
- Key West international Airport Ordinage Improvements
 - » \$2,818,1222.25
- Quarry Housing Development
 - **\$6,163,588.00**

- Poinciana Gardens Assisted Living Facility
 - ▶ \$945,722.00
- FKAA Key Haven FM Extension
 - **\$2,762,000.00**
- P Truman Waterpark Park
 - > \$15,164,925.56
- Stock island Marina Village Hotel
 - > \$18,958,214,22
- Marty's Flace
 - P \$10,594.453.00
- ▶ Big Coppit Wastewater System
 - **\$11,078,347,00**
- > Key Haven Estates Skework
 - ▶ \$299,917.75



Middle & Upper Keys



- Stanley Swittlk Elementary Sitework & Underground Utilities
 - ¥ \$3,775.000.00
- FOOT Hurlcane irma Repairs 16489
 - > \$6,002,466.00
- Marothon Aliport Taxi Lones
 \$2,366,000 00
- Big Pine Observation Flatform & Reynolds St. Flet
 - > \$762,854.75
- FDOT Hurricane lima Repairs 18476
 - \$1.870,536 00
- FDOI Summerland Key Roadway & Dialnage E6K75
 - **▶** \$7,000,000.00
- Faipen Harbor Marathan
 - > \$2 |54,405.00

- Lazy Lakes RV Resort
 Utilities improvements
 - > \$753,C00
- Plantation Key Coudhouse Demolition & Silework
 - > \$2,320,735,00
- Cudjoe Regional Wastewaier Collection System
 - > \$5,400,000.00
- ► Cross Key WWFP
- > \$4,148,000,00
 > FDEP Dagny Johnson State Park
 - :r uagny Johnson State Park -> \$400,000,00
- > Maralhon Library
 - ► \$645,900.00
- Fishermen's Hospilal
 - ¥ \$2,725,555 00
- US Caast Guard Stallan Marathon
 - > \$374,319.00

- > Saddle Bunch Keys Bike Path
 - ➤ \$450,000.00
- FRAA Breezy Pines improvements
 - **\$1,309.084.00**
- > FKAA Big Pine Kay Repump Station
 - **> \$919,020.00**
- FDEP Heritage Trail: Key Haven to êtg Coppili
 - > \$2,052,268,00
- FOEP Bohlo Hendo Jandspur Restaration
 - > \$2,962,347.00
- FDEP Herlinge Trail: Spanish Harbor to 7 Mile Bildge
 - ▶ \$4,063,000.00
- Grossy Flats Resort Marathan Site Development
 - ≥ \$487,569 40



Tab 2 - Job Highlights

Truman Waterfront Park

- 1500 LF of roadway FDOT standard
- Installed 15,000 LF of underground utilities to include fire suppression, water, drainage, sanitary drainage and irrigation up to 24" in diameter
- Installed a Water Park feature with public bathrooms



FKAA Sombrero Beach Rd

- Installation of 3000 LF of 6" Water Main and 4,500 LF 12" Water Main
- Installed all service connection, fire hydrants and waste meters
- Roadway reconstruction

Stock Island Roadway & Drainage

- Installed 7,000 LF of drainage pipe from 15" to 24", including a French drain
- Installed 8,000 LF of two lane roadway reconstruction per FDOT standards





Job Highlights

Stock Island Marina Village

- Installed more than 10,000 LF of underground utilities including drainage, sanitary, fire, water, and irrigation systems.
- 100 room Hotel, Restaurant and Marina





- Installed 5,100 LF of 8" HDPE pipe directional drilled and appurtenances
- Treatment plant conversion including new VFD's, telemetry, pumps, and controls
- Completed all structural modifications, penetrations, etc.



FKAA Key Haven FM Extension

- Installation of 10,000 LF of 10" HPDE pipe FM, directional drill
- Installation of 3,000 LF 8" SS pipe FM under bridge structure to include hangers, ARY's and
 - expansion joints

