

**CONTRACT**

This Contract, made and entered into this 9<sup>th</sup> day of January, 2023, by and between the City of Key West, hereinafter called the "OWNER", and CHARLEY TOPPINO & SONS, INC hereinafter called the "CONTRACTOR";

WITNESSETH:

The CONTRACTOR, in consideration of the sum to be paid him by the OWNER and of the covenants and agreements herein contained, hereby agrees at his own Proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances necessary for installation, repair and replacement of sidewalks, curbs, ADA ramps, roadways, shoulder and trench restoration and any scope assigned by the City located throughout the City of Key West, FL, to the extent of the Bid made by the CONTRACTOR, dated the 16 day of NOV, 2022  , all in full compliance with the Contract Documents referred to herein:

INVITATION TO BID, INSTRUCTIONS TO BIDDER, PROPOSAL, PERFORMANCE AND PAYMENT BONDS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, SPECIFICATIONS, DRAWINGS AND ADDENDA, which consists of RIGHT OF WAY IMPROVEMENTS 2022, ITB 22-010 are hereby referred to and by reference made a 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 within the time specified in the Work Orders 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.

It is agreed that the Contract, based upon the Bid, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued, for each Work Order.

In the event that the CONTRACTOR shall fail to complete the work within the time limit established in a specific work order or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$500 per day. Sundays and legal holidays shall be included in determining days in default.

This Contract will automatically expire and be terminated two (2) year after the date of the execution of the Contract by the OWNER, unless OWNER grants a one-year contract extension at the discretion of the City.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this 9<sup>th</sup> day  
of January, 2023.

CITY OF KEY WEST, FLORIDA



Patti McLauchlin, City Manager

By

CHARLEY TOPPINO & SONS, INC



Contractor

John Toppino

By

TREASURER

Title

