$\mathbf{C}$	0	N	T	R	A	C	T

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,2017, by and between the City of Key West, hereinafter called the "Owner", and hereinafter called the "Contractor";

#### WITNESSETH:

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 2017, ITB 17-017 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	 day
CHARLEY TOPPINO & SONS, INC.	
By: Frank P. Joppins	
PRESIDENT Title:	



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer	rights to the certificate holder in lieu of su	ich endorsement(s).					
PRODUCER		CONTACT NAME:					
Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178		PHONE (A/C, No, Ext): 305-591-0090	FAX (A/C, No);				
		E-MAIL ADDRESS:					
		INSURER(S) AFFORDING CO	NAIC#				
		INSURER A: Travelers Indemnity Co of	25666				
INSURED	CHARLTOPPI	INSURER B: Travelers Property Casua	25674				
Charley Toppino & Sons Inc.		INSURER C: Phoenix Insurance Compa	25623				
Monroe Concrete Products Inc. P.O BOX 787		INSURER D :					
Key West FL 33041		INSURER E :					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 669184128	REVIS	ION NUMBER:				
	POLICIES OF INSURANCE LISTED BELOW HA						
INDIGATED. NOTWITHSTANDING	ANY REQUIREMENT, TERM OR CONDITION	OF ANY CONTRACT OR OTHER DOCUM	IENT WITH RESPECT	TO WHICH THIS			

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

		TYPE OF INSURANCE	INSD WV		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs
Α	Х	COMMERCIAL GENERAL LIABILITY		DTCO3202M181TIA16	5/19/2016	5/19/2017	EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$4,000,000
		POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						\$
Α	AUT	OMOBILE LIABILITY		DT8103202M181TCT16	5/19/2016	5/19/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
В	Х	UMBRELLA LIAB X OCCUR		DTCUP3202M181TIL16	5/19/2016	5/19/2017	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
		DED X RETENTION \$ 10,000						\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY Y/N		DTNUB3202M18116	5/19/2016	5/19/2017	X PER STATUTE ER	
	ANY DECORIETOR/DARTHER/EYECUTIVE		OR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under			-			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESC	CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CITY OF KEY WEST: ROW IMPROVEMENT 2017, CITY PRJ # ITB 017-17

City of Key West, as Contractor, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER	CANCELLATION
CITY OF KEY WEST 1300 WHITE ST KEY WEST, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Sand Sand

# FLORIDA PERFORMANCE BOND

g ••• g•• •• g	BOND NO. 106540154
	AMOUNT: \$_250,000.00
KNOW ALL MEN BY THESE PRESENTS, th	nat in accordance with Florida Statutes Section
255.05,Charley Toppino & Sons, Inc.	
with offices at8 1/2 Rockland Key, Key West, FL hereinafter called the CONTRACTOR (Principal)	
Travelers Casualty and Surety Company of America	ca
with offices at One Tower Square, Hartford, CT06183	
a corporation duly organized and existing under an	nd by virtue of the laws of the State of CT Florida, ransact business within the State of Florida, as SURETY,
	,hereinafter called the CITY (Obligee), in the sum of:
Two Hundred Fifty Thousand and 00/100	DOLLARS (\$250,000.00), lawful money
of the United States of America, for the paymen CONTRACTOR and the SURETY bind themsel- successors, and assigns, jointly and severally, firmly	at of which, well and truly be made to the CITY, the ves and each of their heirs, executors, administrators,
THE CONDITION OF THE ABOVE OBLIGA	TION IS SUCH THAT:
the CITY, dated,2017, to furnish materials, equipment, and/or labor in strict and ex Documents as defined therein, all of which is made in said Contract more particularly mentioned, which	and entered into a certain Contract hereto attached, with at his own cost, charges, and expense all the necessary express accordance with said Contract and the Contract a part of said Contract by certain terms and conditions. Contract, consisting of the various Contract Documents as if said Contract Documents were set forth herein;
NOW THEREFORE, the conditions of this CONTRACTOR:	obligation are such that if the above bounden
ncluding the Contract Documents (which include the conditions as prepared by the CITY, invitation to bid accepted by the above CITY, the bid and contract pe	nditions of said Contract and his obligation there under, e permit form, coral relocation plan, specifications, and d, instructions to bidders, the CONTRACTOR'S bid as erformance and payment bonds, and all addenda, if any, part of this bond by reference, at the times and in the
2. Promptly makes payments to all claimants, as del PRINCIPAL with labor, materials, or supplies,	fined in Section 255.05(1), Florida Statutes, supplying used directly or indirectly by PRINCIPAL in the

- 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
10th	day ofApril,			,·	2017, th	e name a	nd corpor	rate se	al of each	corpo	orate party b	eing
	hereto affixed ar	nd those presen	ts du	ıly sign	ed by its	undersi;	gned repr	esenta	tive, pursu	ant t	o authority o	of its
	governing body.											

CONTRACTOR

Charley Toppino & Sons, Inc.

By: Thank is Johnson (Seal)

Travelers Casualty and Surety Company of America

SURETY

By

William L. Parker, Attorney in Fact & FL Res Agent

(Seal)

Attest

## FLORIDA PAYMENT BOND

В	OND NO	106540154
A	MOUNT: \$_	250,000.00
KNOW ALL MEN BY THESE PRESENTS, that in	ı accordance v	vith Florida Statutes Section
255.05, Charley Toppino & Sons, Inc		
with offices at _8 1/2 Rockland Key, Key West, FL 33040		
hereinafter called the CONTRACTOR, (Principal), and	d	
Travelers Casualty and Surety Company of Ame	rica	
with offices atOne Tower Square, Hartford, CT06183		
a corporation duly organized and existing under CT , hereinafter called the SURETY of Florida, as SURETY, are held and firmly bound CIT	, and authorize	ed to transact business within the State
represented by its, hereinafte	er called the C	ity (Obligee), in the sum of:
Two Hundred Fifty Thousand and 00/100  DOLL  United States of America, for the payment of which CONTRACTOR and the SURETY bind themselves a successors, and assigns, jointly and severally, firmly by	h, well and tr and each of th	heir heirs, executors, administrators,
THE CONDITION OF THE ABOVE OBLIGATIO	N IS SUCH T	THAT:
WHEREAS, the CONTRACTOR has executed and en	tered into a ce	rtain Contract for
RIGHT OF WAY IMPROVEMENTS 2017		
enttached hereto, with the CITY, dated cost, charges, and expense the necessary materials, equipation with said Contract and the plans, drawings (if any), and a made a part of said Contract by certain terms and cond which Contract, consisting of the various Contract Documereto, is made a part of this Bond as fully and complement.	l specifications itions in said C cuments specif	s prepared by the CITY, all of which Contract more particularly mentioned, ically mentioned herein and relative

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 the permit form, coral relocation plan, the specifications, 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, 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.

CONTRACTOR

Charley Toppino & Sons, Inc.

By: Trank Johns (Seal)

Travelers Casualty and Surety Company of America

SURETY

( Second

(Seal)

William L. Parker, Attorney in Fact & FL Res Agent

Attest

This bond is given to comply with section 255.05 Florida Statutes, and 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



### **POWER OF ATTORNEY**

**Farmington Casualty Company** Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company **Travelers Casualty and Surety Company** Travelers Casualty and Surety Company of America **United States Fidelity and Guaranty Company** 

Attorney-In Fact No.

230629

Certificate No. 006719184

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the

laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint
William L. Parker, Davor I. Mimica, Ileana M. Bauza, William Frederick Kleis, and Eduardo A. Menendez
of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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
Farmington Casualty Company  Fidelity and Guaranty Insurance Company  Fidelity and Guaranty Insurance Underwriters, Inc.  St. Paul Mercury Insurance Company  Travelers Casualty and Surety Company  Travelers Casualty and Surety Company of America  United States Fidelity and Guaranty Company  St. Paul Guardian Insurance Company
TOTAL
State of Connecticut City of Hartford ss.  By: Robert L. Raney, Senior Vice President
On this the 25th day of March , 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2016.  Marie C. Tetreault, Notary Public



58440-8-12 Printed in U.S.A.

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 Secretary, and Assistant 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_

Oth Apri

20 17

Kevin E. Hughes, Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.