

CONTRACT

This Contract, made and entered into this 9th 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 9th day
of January, 202 3.

CITY OF KEY WEST, FLORIDA



Patti McLauchlin, City Manager

By

CHARLEY TOPPINO & SONS, INC



Contractor

John Toppino

By

TREASURER

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2022

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

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

PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	CONTACT NAME: Iliana Abbate PHONE (A/C, No, Ext): E-MAIL ADDRESS: FLCertificates@MarshMMA.com FAX (A/C, No):
INSURED Charley Toppino & Sons Inc. Monroe Concrete Products Inc. P.O BOX 787 Key West FL 33041	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of America INSURER B: Phoenix Insurance Company INSURER C: Travelers Indemnity Company INSURER D: Travelers Property Casualty Co of Amer INSURER E: INSURER F:
	NAIC # 25666 25623 25658 25674

COVERAGES**CERTIFICATE NUMBER:** 685630283**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	DTCO3202M181TIA22	5/19/2022	5/19/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810ON4284482226G	5/19/2022	5/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP3J6572212226	5/19/2022	5/19/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB4K5263662226G	5/19/2022	5/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

General Liability Aggregate applies per Project if required by written contract.

Re: ITB 22-010 Right of Way Improvements 2022.

City of Key West, as Designated Organization, is an Additional Insured as respects General Liability (including Ongoing & Completed Operations) and Auto Liability. Umbrella follows form to the underlying policies as respects to Additional Insureds. General Liability is primary and noncontributory. Waiver of Subrogation as respects General Liability, Auto Liability, Umbrella Liability and Workers Compensation in favor of Additional Insured. All of the above is applicable when required by written contract subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

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