

CONSTRUCTION WORK ORDER

Contract Title: **RIGHT-OF-WAY IMPROVEMENTS CONTRACT 2017**

Work Order Title: **Work Order #21 / 11th Street Mill & Pave**

PROJECT NUMBER: II41021702

This Work Order is an authorization to proceed with the work described herein under the RIGHT-OF- WAY IMPROVEMENTS CONTRACT 2017 (ROW) between the City of Key West and Charley Toppino & Sons Inc. (Contractor) dated April 11, 2017 approved by City Commission Resolution 17-106. All work shall be executed under the provisions of the contract except as adjusted within this work order.

The Scope of Work is described as follows:

Provide all material, labor and equipment to Mill & Pave two (2) inches new asphalt on 11th St. from Flagler Ave. to Staples St.

CONTRACTOR'S DECLARATION AND UNDERSTANDING

The contractor declares that he has carefully examined the Contract Documents, including this Work Order, that he has personally inspected the potential sites and the overall project area in general, that he has satisfied himself as to the quantities that may be involved, including materials and equipment, and conditions of work that may be 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 Work Order is made according to the provisions and under the terms of the RIGHT-OF- WAY IMPROVEMENTS CONTRACT 2017 Contract Documents between the City of Key West and Charley Toppino & Sons Inc. dated April 11, 2017 which this Work Order is hereby made a part of.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The bidder further agrees to begin work as directed by city staff and to complete the construction, in all respects for this work order, within 30 calendar days from date of issuance of this work order.

UNIT PRICE ITEMS

The contractor 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 unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

Unit prices for items already established in the RIGHT-OF- WAY IMPROVEMENTS CONTRACT 2017 shall be identical to those provided in this Work Order.

Payment for materials and equipment authorized by the ENGINEER in a written Work Order but not listed in the Proposal will be provided at the suppliers' invoice plus shipping plus 15 % for overhead and profit.

ACCEPTANCE

By signature, the parties each accept the provisions of this work order and it authorizes Charley Toppino & Sons Inc. to proceed at the direction of the City's representative in accordance with the Right -of-Way Improvements 2017 Contract between the City of Key West and Charley Toppino & Sons Inc. dated April 11, 2017.

Charley Toppino & Sons Inc.

By: Frank P. Toppino

Date: 6/28/18

City of Key West

By: _____

Date: _____