

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2010,

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, bonds, overhead, profit, and all appliances, machinery, and appurtenances for the Rehabilitation of Stormwater Drainage Wells, Key West, Florida to the extent of the Proposal made by the CONTRACTOR, dated the ____ day of _____, 2010, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Proposal, the CONTRACT FORMS, the PERFORMANCE AND PAYMENT BONDS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, for the Rehabilitation of Stormwater Drainage Wells, dated July 2010, 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 an amount using the prices 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. OWNER does not guarantee that the total price will be utilized through individual Work Orders.

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 Proposal.

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.

405136A.GN1

It is agreed that the Contract, based upon the Proposal, 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 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 three (3) years after the date of the execution of the Contract by the OWNER, unless the OWNER and CONTRACTOR mutually agree to up to two 1-year time extensions at the unit prices set forth in the Proposal and adjusted according to the Consumer Price Index on an annual basis beginning on October 1, 2011.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ day of _____, A.D., 2010.

CITY OF KEY WEST

By _____

Title _____

CONTRACTOR

_____ CHARLEY TOPPINO & SONS, INC. _____

By Frank P. Joffe

Title President
