

AGREEMENT

This Agreement, made and entered into this 13TH day of NOVEMBER, 2015.

by and between the City of Key West, hereinafter called the "Owner," and
Chaney Toppino and Sons 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 for Construction of the "VFD Upgrades to Wastewater Pump Stations A, B, C, D, and DA", to the extent of the Bid made by the Contractor, dated the 13 day of MAY, 2015, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Bid, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, for "VFD Upgrades to Wastewater Pump Stations A, B, C, D, and DA," dated October 21, 2015, 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 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 Project, based upon the Bid, shall be substantially complete within 330 consecutive calendar days from the date the Notice to Proceed is issued, and will be totally completed and ready for final payment and acceptance within 360 consecutive calendar days from the date the Notice to Proceed is issued.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed in accordance with Article 12, of the General Conditions.

Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner, if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner (\$3,000.00) for each day that expires after the time specified for each substantial completion. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract time or any proper extension thereof granted by the Owner, Contractor shall pay the Owner (\$1,000.00) for each day that expires after the time specified for completion and readiness for final payment. Liquidated damages shall run concurrent.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this 13TH day of NOVEMBER, A.D., 2015.

CITY OF KEY WEST

By: JKSchell

Title: CITY MANAGER

Contractor:

By: Frank J. Higgins

Title: President

Approved as to Form



Attorney for Owner

END OF SECTION

PERFORMANCE BOND

BOND NO. 1018703
 AMOUNT: \$ 3,962,090.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with 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 The Hanover Insurance Company

with offices at 440 Lincoln Street, Worcester, MA 01653

a corporation duly organized and existing under and by virtue of the laws of the State of New Hampshire, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto **CITY OF KEY WEST**, represented by its _____, hereinafter called the City (Obligee), in the sum of: Three Million Nine Hundred Sixty Two Thousand Ninety and 00/100 (\$3,962,090.00)

_____ DOLLARS (\$), lawful money of the United States of America, for the payment of which, well and truly be made to the City, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into the "VFD Upgrades To Wastewater Pump Stations A, B, C, D, and DA" Contract hereto attached, with the City, dated November 13, 2015, to furnish at their own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden Contractor:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the City, invitation to bid, instructions to bidders, the Contractor's bid as accepted by the above City, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

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 21st day of October, 2015, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

Charley Toppino & Sons, Inc.

By: Frank P. Toppino (SEAL)

ATTEST

Christina D. Toppino

476744A.GN1

The Hanover Insurance Company

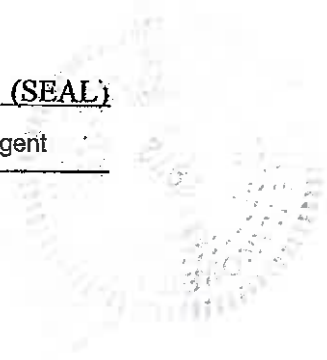
SURETY

By:  (SEAL)

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

ATTEST 

END OF SECTION



PAYMENT BOND

BOND NO. 1018703

AMOUNT: \$ 3,962,090.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Charley Toppino & Sons, Inc.

8 1/2 Rockland Key, Key West, FL 333040
with offices at _____ hereinafter called the Contractor,
(Principal), and The Hanover Insurance Company

with offices at 440 Lincoln Street, Worcester, MA 01653

a corporation duly organized and existing under and by virtue of the laws of the State of New Hampshire _____, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound City of Key West, represented by its _____, hereinafter called the City (Obligee), in the sum of: \$3,962,090.00 lawful money of the United States of America, for the payment of which, well and truly be made to the City, and the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Contract for the "VFD Upgrades To Wastewater Pump Stations A, B, C, D, and DA" attached hereto, with the City, dated November 13, 2015, to furnish at their own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the City, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

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 plans, drawings, 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 in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise

PW/WBG/476744
JANUARY 4, 2015

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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

PAYMENT BOND
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476744A.GN1

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.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this 21st day of October, 2015, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Charley Toppino & Sons, Inc.

CONTRACTOR

By: Frank O. Toppino (SEAL)

Frank O. Toppino
ATTEST

SURETY

The Hanover Insurance Company

By: William L. Parker (SEAL)
William L. Parker, Attorney in Fact & FL Resident Agent

William L. Parker
ATTEST

END OF SECTION

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Ileana M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker

of Insource Inc. of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

WHEREAS, the Board of Directors of the Company duly adopted a resolution on October 7, 1981 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the "Original Surety Resolution");

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

NOW THEREFORE, be it hereby:

RESOLVED: That the authority of all attorneys-in-fact of the Company validly issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding as of the date hereof are hereby ratified, confirmed and approved in all respects.

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 23rd day of April 2015.




THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



Robert Thomas, Vice President


Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 23rd day of April 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.


KATHLEEN M. SIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 4, 2020


Kathleen M. Sirard, Notary Public
My Commission Expires September 04, 2020

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

RESOLVED: That all such surety Attorneys-in-facts issued by the Company from and including the date hereof shall be authorized pursuant to the foregoing resolution (the "Surety Resolution").

RESOLVED: That the President or any Vice President of the Company, in conjunction with any Vice President, be and hereby are authorized and empowered to establish, and from time to time review and amend, written security measures, protocols and safeguards for all Attorneys-in-fact issued by the Company pursuant to the Surety Resolution, including without limitation, security features on the actual certificates issued by the Company and evidencing such Attorneys-in-fact.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 21st day of October 2015.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


J. Michael Pete, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2015

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 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 Co - Florida 9850 NW 41st Street Suite 100 Miami FL 33178	CONTACT NAME: PHONE (A/C, No, Ext): (305) 591-0090 FAX (A/C, No): (786) 662-6227 E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co. America</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co. of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co.</td> <td>25674</td> </tr> <tr> <td>INSURER D: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. America	25666	INSURER B: Travelers Indemnity Co. of CT	25682	INSURER C: Travelers Property Casualty Co.	25674	INSURER D: Phoenix Insurance Company	25623	INSURER E:		INSURER F:
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INSURED Charley Toppino & Sons, Inc. P.O. Box 787 Key West FL 33041	(305) 296-5606														

COVERAGES **CERTIFICATE NUMBER:** Cert ID 50467 **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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DTC03202M181TIA-15	5/19/2015	5/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			DT8103202M181TCT-15	5/19/2015	5/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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			DTCUP3202M181TIL-15	5/19/2015	5/19/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	DTNUB3202M1811-15	5/19/2015	5/19/2016	<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)
 RE: VFD UPGRADES: WASTEWATER PUMP STATIONS A,B,C,D,DA. CTS PROJECT # 1520, CKW PRJ #: SE1301, CH2MHILL PRJ #: 476744

CITY OF KEY WEST AND CH2MHILL, as Contractor, are Additional Insureds as respects General and Auto Liability. Waiver of subrogation as respects General Liability and Auto Liability in favor of Additional Insureds. Umbrella follows form to the underlying policies as respects to Additional Insureds. All of the above is applicable when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER CITY OF KEY WEST 126 FLAGLER AVE Key West FL 33040	CANCELLATION 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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RESOLUTION NO. 15-249

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID OF CHARLEY TOPPING AND SONS, INC. FOR VFD UPGRADES TO WASTEWATER PUMP STATIONS A, B, C, D and DA, PROJECT NO. SS-1561, IN ACCORDANCE WITH THE TERMS SPECIFIED IN ITS 15-014, IN AN AMOUNT NOT TO EXCEED \$4,522,894.40, WHICH INCLUDES A \$3,962,690.00 LUMP SUM PLUS ADDITIVE ALTERNATES TOTALING \$60,804.40; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS CONTAINED IN THE BID PACKAGE AND UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 13, 2015 two bids were opened in response to ITS #15-014, for VFD Upgrades to Wastewater Pump Stations A, B, C, D and DA, and the bids were determined to be responsive; and

WHEREAS, the bid submitted by Charley Topping and Sons, Inc. was the lowest responsive bid; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of Charley Toppino and Sons, Inc. for the VFD Upgrades to Wastewater Pump Stations A, B, C, D and DA, Project No. SE-1301 in accordance with the terms specified in ITB #15-014 is hereby awarded in an amount not to exceed \$4,022,894.40, which includes \$3,962,090.00 lump sum with additive alternates totaling \$60,804.40.

Section 2: That \$2,500,000.00 is allocated for this project in account #402-3503-535-6500, and a necessary budget transfer in the amount of \$1,622,894.40 from sewer fund reserves account #401-3501-535-9700 is hereby authorized and approved.

Section 3: That the City Manager is authorized to execute a contract in substantial conformance with the contract documents contained within the bid package on behalf of the City of Key West, upon the advice and consent of the City Attorney.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 4th day of August, 2015.


Authenticated by the Presiding Officer and Clerk of the Commission on 3th day of August, 2015.

Filed with the Clerk on August 5, 2015.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yanis	<u>Yes</u>


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK