

CONTRACT

This contract, made and entered into this 16 day of MAY 2025,

by and between the City of Key West, hereinafter called the "City", and

Charley Toppino & Sons, Inc hereinafter called the "Bidder".

WITNESSETH:

The Bidder, in consideration of the sum to be paid to them by the City and of the covenants and agreements herein contained, hereby agrees at their own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 25-007 Dennis Street Pump Station Improvements Phase II, Key West, Florida to the extent of the bid made by the Bidder, dated the 8th day of April 2025, all in full compliance with the Contract Documents referred to herein.

The Contract Documents, including the signed copy of the bid, Bid Bond, Contract Form, Summary of Work, Specifications, Drawings, General & Supplementary Conditions of the Contract.

In consideration of the performance of the work as set forth in these Contract Documents, the City agrees to pay to the Bidder the amount provided 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 Bidder further agrees to complete the work within 180 days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said bid.

The Bidder 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 City and further agrees to indemnify and hold the City 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.

In the event the Bidder fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$1,699.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Bidder's warranty obligations remain in effect.

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

16 Day of MAY, A.D., 2025.

City of Key West:

By Bryan D. Barnes Attest Matthew Quilley

Title City Manager

Bidder Charley Toppino & Sons, Inc

By [Signature] Attest [Signature]

Title President