
PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this 27 day of September 2019,

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 \$4,765,712.00 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

ITB 19-026 TRUMAN WATERFRONT PARK PHASE 1B – BUILDING 1287 AND FIELD, Key West, Florida to the extent of the Bid made by the Contractor, dated the 27th day of September 2019, 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 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 **540 calendar days** 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.

In the event the Contractor 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 \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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

_____ Day of _____, A.D., 2019.

CITY OF KEY WEST

By _____

Title City Manager

CONTRACTOR

By _____

Title President

TRUMAN WATERFRONT PARK: PHASE 1B			
SCHEDULE OF VALUES			
NTP 1			
MOBILIZATION	1	LS	\$ 69,000.00
GENERAL CONDITIONS/BONDS	1	LS	\$ 186,667.00
DEMOLITION	1	LS	\$ 90,000.00
SITWORK	1	LS	\$ 7,900.00
CONCRETE/MASONRY WORK	1	LS	\$ 239,174.00
EPOXY COATINGS	1	LS	\$ 16,712.00
STUCCO	1	LS	\$ 31,000.00
CARPENTRY/FRAMING/DRYWALL	1	LS	\$ 156,900.00
ACOUSTICAL CEILINGS	1	LS	\$ 14,000.00
EXTERIOR WINDOWS/DOORS	1	LS	\$ 27,000.00
ROOFING	1	LS	\$ 123,172.00
INTERIOR DOORS/HARDWARE	1	LS	\$ 17,934.00
OVERHEAD DOORS	1	LS	\$ 41,000.00
ALUMINUM RAILINGS	1	LS	\$ 15,928.00
PAINTING	1	LS	\$ 59,000.00
PLUMBING	1	LS	\$ 149,912.00
BATHROOM ACCESSORIES	1	LS	\$ 19,125.00
BATHROOM TILE	1	LS	\$ 32,900.00
MECHANICAL	1	LS	\$ 136,000.00
ELECTRICAL	1	LS	\$ 181,000.00
TEMPORARY HORSE RUN STABLES	1	LS	\$ 127,010.00
SIDING	1	LS	\$ 28,111.00
LANDSCAPING	1	LS	\$ 11,490.00
NTP 2			
MOBILIZATION	1	LS	\$ 72,761.00
GENERAL CONDITIONS/BONDS	1	LS	\$ 231,000.00
DEMOLITION	1	LS	\$ 71,913.00
SITE EARTHWORK & UTILITIES	1	LS	\$ 560,000.00
SYNTHETIC TURF SYSTEM @ SPORTS FIELD	1	LS	\$ 924,000.00
SITE LIGHTING	1	LS	\$ 292,000.00
SITE LANDSCAPING	1	LS	\$ 201,000.00
SITE IRRIGATION	1	LS	\$ 72,393.00
SITE FENCING	1	LS	\$ 151,000.00
SITE CONCRETE	1	LS	\$ 297,000.00
ASPHALT PAVEMENT	1	LS	\$ 99,418.00
SIGNAGE	1	LS	\$ 12,292.00
TOTAL			\$ 4,765,712.00