

## CONTRACT

This Contract, made and entered into this 11 day of April, 2017, 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, and all appliances, machinery, and appurtenances necessary for installation, repair and replacement of sidewalks, curbs, ADA ramps, roadways, shoulder and trench restoration and any scope assigned by the City located throughout the City of Key West, FL, to the extent of the Bid made by the Contractor, dated the 15 day of March, 2017, all in full compliance with the Contract Documents referred to herein:

INVITATION TO BID, INSTRUCTIONS TO BIDDER, PROPOSAL, PERFORMANCE AND PAYMENT BONDS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, SPECIFICATIONS, DRAWINGS AND ADDENDA, which consists of RIGHT OF WAY IMPROVEMENTS 2017, ITB 17-017 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 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 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, for each Work Order.

In the event that the Contractor shall fail to complete the work within the time limit established in a specific work order 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 two (2) year after the date of the execution of the Contract by the Owner, unless Owner grants a one-year contract extension at the discretion of the City.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this 11 day  
of April, 2017.

CITY OF KEY WEST, FLORIDA

  
By: Jim Scholl, CITY MANAGER

Contractor: CHARLEY TOPPINO & SONS, INC.

By: Frank P. Toppino

Title: PRESIDENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/7/2017

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	<b>CONTACT NAME:</b> <b>PHONE (A/C, No., Ext):</b> 305-591-0090 <b>FAX (A/C, No):</b> <b>E-MAIL:</b> <b>ADDRESS:</b>																					
<b>INSURED</b> Charley Toppino & Sons Inc. Monroe Concrete Products Inc. P.O BOX 787 Key West FL 33041	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :Travelers Indemnity Co of America</td><td></td><td>25666</td></tr><tr><td>INSURER B :Travelers Property Casualty Co of A</td><td></td><td>25674</td></tr><tr><td>INSURER C :Phoenix Insurance Company</td><td></td><td>25623</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :Travelers Indemnity Co of America		25666	INSURER B :Travelers Property Casualty Co of A		25674	INSURER C :Phoenix Insurance Company		25623	INSURER D :			INSURER E :			INSURER F :		
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## COVERAGES

CERTIFICATE NUMBER: 669184128

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 SUBR INSD 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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		DTCO3202M181TIA16	5/19/2016	5/19/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		DT8103202M181TCT16	5/19/2016	5/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		DTCUP3202M181TIL16	5/19/2016	5/19/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A		DTNUB3202M18116	5/19/2016	5/19/2017	<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: CITY OF KEY WEST: ROW IMPROVEMENT 2017, CITY PRJ # ITB 017-17

City of Key West, as Contractor, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions and exclusions of the policy.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF KEY WEST 1300 WHITE ST KEY WEST, FL 33040	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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