

## CONTRACT

This Contract, made and entered into this 30th day of October 2009,

by and between the City of Key West, hereinafter called the "Owner", and CEB Construction, 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 for GRAVITY INJECTION WELLS PHASE IV / TRIPLE CHAMBER OUTFALL STRUCTURE INSTALLATION, Key West, Florida to the extent of the BID made by the Contractor, dated the day of 15<sup>th</sup> of September 2009, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID PROPOSAL, the CONTRACT FORMS, GRANT ATTACHMENTS, CONTRACT SPECIFICATIONS DIVISION I, PERFORMANCE and PAYMENT BONDS, and PRE-BID RESOLUTION.

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 Proposal 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 Contract 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.

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..

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 to the Owner based on the current FDOT Standard Specifications Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and Under	\$313
Over \$50,000 but less than \$250,000	\$580
\$250,000 but less than \$500,000	\$715
\$500,000 but less than \$2,500,000	\$1,423
\$2,500,000 but less than \$5,000,000	\$2,121
\$5,000,000 but less than \$10,000,000	\$3,057

It is agreed the Contract, Base of the Proposal, shall be fully completed for G.M Selby design of four gravity injection wells and the Perez Engineering design of five triple chamber boxes in a total of 200 calendar days from the Notice to Proceed.

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

30 day of October, A.D., 2009.

CITY OF KEY WEST

By E David Fernandez

Title Acting City Manager

CONTRACTOR

By Javier Bustos

Title President

APPROVED AS TO FORM

[Signature]

Attorney for Owner

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