

CONTRACT

This Contract, made and entered into this 8TH day of AUGUST
2018,

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

D. L. Porter Constructors, 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 ITB No. 18-026 MALLORY WHARF REFURBISHMENT, Key West, Florida, to the extent of the Bid made by the Contractor, dated the 8 day of August 2018, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the BID PROPOSAL, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS and PROJECT MANUAL 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 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 60 calendar days with ALL work complete and final invoice submitted to the CITY.

The Contractor agrees 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 for BASE BID shall be paid at a rate of **\$900.00 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

8TH day of AUGUST, A.D., 2018.

CITY OF KEY WEST

By J.K. Selvad

Title CITY MANAGER

CONTRACTOR

By C. Marshall White
C. Marshall White

Title Vice President

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