

CONTRACT

This Contract, made and entered into this 27TH day of NOVEMBER 2018

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

PAC COMM, 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 #18-036: AQUARIUM SEAWALL REPAIR, HU 1701E01, Key West, Florida to

the extent of the Proposal made by the CONTRACTOR, dated the 26TH day of

SEPTEMBER, 2018 all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Proposal, the CONTRACT FORMS, the PERFORMANCE AND PAYMENT BONDS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, and other items, dated July 2018, 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 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 Documents 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.

In the event that the CONTRACTOR shall fail to complete the work within the time limit 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 upon completion of the project.

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

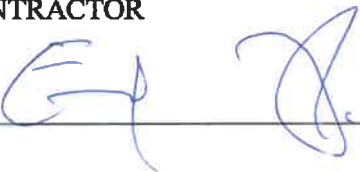
27TH day of NOVEMBER, A.D., 2018

CITY OF KEY WEST

By 

Title CITY MANAGER

CONTRACTOR

By 

Title President + CEO
