

## CONTRACT

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the City of Key West, hereinafter called the "OWNER" and T. Mac Wilder & Associates, LLC hereinafter called the "CONTRACTOR"

WITNESSETH:

The CONTRACTOR, in consideration of the sum to be paid 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 the project ITB# 14-011 to Resod Truman Annex Sports Field, to the extent of the BID made by the CONTRACTOR, dated the 27th day of February 2014, all in full compliance with the contract documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of are hereby referred to and by reference made a part of this Contract as fully 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 LUMP SUM BID amount in the Bid as adjusted in accordance with 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 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 hold harmless the OWNER from any costs encountered in remedying such defects.

The CONTRACTOR further agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within sixty (60) days after the date of 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 bid documents, liquidated damages shall be paid at the rate of \$3000 per calendar day. Sunday and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this \_\_\_\_ day of \_\_\_\_\_ 2014.

By:

\_\_\_\_\_  
Cheryl Smith, City Clerk

\_\_\_\_\_  
Bodgan Vitas, City Manager

Contractor Name:

**T. Mac Wilder & Associates, LLC**

Witness:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_