

CONTRACT

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

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

Pedro Falcon Electrical Contractors, 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 design documents, materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #18-027 EDWARD B. KNIGHT PIER LIGHTING, Key West, Florida to the extent of the Bid made by the Contractor, dated the 9 day of May 2018, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Bid, the CONTRACT FORMS, the GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and DRAWINGS and/or SUPPLEMENTAL INFORMATION 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 ninety (90) days 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.

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 at a rate of \$250.00 per calendar day. Saturdays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractor's warranty obligations remain in effect.

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

8 day of June, A.D., 2018.

CITY OF KEY WEST

By 

Title CITY MANAGER

CONTRACTOR

By 

Title Christian Brisson, as President
