

CONTRACT

THIS AGREEMENT is made and entered into this 2nd day of October 2014, by and between the CITY OF KEY WEST, FLORIDA, a municipal corporation, hereinafter referred to as the "City", and LAYNE CHRISTENSEN COMPANY, a Delaware corporation authorized to conduct business in the State of Florida, hereinafter referred to as the "Contractor".

WITNESSETH:

The Contractor, in consideration of the sum to be paid it by the Owner and of the covenants and agreements herein contained, hereby agrees at its own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for Deep Injection Well Mechanical Integrity Testing, all in full compliance with the Mechanical Integrity Testing Plan referred to herein.

In consideration of the mutual covenants and obligations of this Contract, the City does engage the Contractor to perform the services for mechanical integrity testing of two (2) deep injection wells in accordance with the Mechanical Integrity Testing Plan for the City of Key West Richard A. Heyman Environmental Protection Facility Injection Well System, the General Conditions, and the Supplemental Conditions, which are attached hereto, incorporated by reference, and more particularly identified as Exhibit A.

This Contract shall become effective on the date of the last party's execution of this Agreement.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor a lump sum cost of \$33,785.00 per well for mechanical integrity testing, \$6,081.00 for payment and performance guarantee and insurance, and \$6,000.00 water use charges allowances, 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 lump sum cost for mechanical integrity testing two (2) deep injection wells.

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 shall be fully complete within 30 consecutive calendar days from the date the Notice to Proceed is issued, and completed and ready for final payment, in accordance with Article 69 of the General and Supplementary Conditions, within 30 calendar days from the date of Substantial Completion.


The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within 30 consecutive calendar days from the date the Notice to Proceed, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.


Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding actual loss suffered by the Owner, if the Work is not completed on time. Accordingly, in the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages shall be paid to the Owner in the amount of \$1,000.00 per day for each day that expires after the time specified for completion and readiness for final payment. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:

CITY OF KEY WEST, FLORIDA


Susan P. Harrison
Senior Deputy City Clerk

By: 
James K. Scholl, City Manager


Date October 2, 2014

LAYNE CHRISTENSEN COMPANY

By: 
Edward McCullers, General Manager

Date: September 25, 2014

APPROVED AS TO FORM



Attorney for Owner

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