

CONTRACT

This Contract, made and entered into 20 day of Feb 2024, by and between the CITY OF KEY WEST, hereinafter called the "Owner", and FLORIDA DESIGN DRILLING LLC, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the \$225,000.00 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 #24-005, CITY OF KEY WEST WWTP WELL SYSTEM MECHANICAL INTEGRITY TESTING, Key West, Florida to the extent of the Bid made by the Contractor, dated the 31th day of January, 2024, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, PLANS, and GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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 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 **45 calendar days** and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID, in the amount of \$225,000.00.

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, in the amount of \$225,000.00, 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 \$980.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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



ATTEST:

By: [Signature]
City Clerk

20 Day of February, 2024

CITY OF KEY WEST, FLORIDA

By: [Signature]
City Manager

20 Day of Feb, 2024

CONTRACTOR

By: [Signature]
Name Noah Rinsdahl - Florida Design Drilling LLC
President
Title

5th Day of February, 2024

APPROVED AS TO FORM

[Signature]
Attorney for Owner 2/2/24
as per Peris March etc