

CONTRACT

This Contract, made and entered into this _____ day of _____ 2013,
by and between the City of Key West, hereinafter called the "Owner", and _____

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 ASPHALT PAVING, Key West, Florida to the extent of the Proposal made by the Contractor, dated the day of _____ 2013, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID DOCUMENTS, the CONTRACT FORMS, CONTRACT SPECIFICATIONS DIVISION I, PERFORMANCE and PAYMENT BONDS.

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 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 with each Work Order. In the event the Bidder is awarded the Contract and fails to complete the work authorized by a Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000 per day for all work authorized under the Work Order until the work has been satisfactorily completed as

provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. Liquidated damages shall be assessed individually against each Work Order.

This Contract will automatically expire and be terminated 2 years after the date of the execution of the Contract by the Owner, unless the Owner and Contractor mutually agree to a 1-year time extension at no greater than a 5% increase in unit prices (based on current pricing) set forth in the Proposal. If the contract is extended, it will expire and be terminated 1- year after the date of the execution of the contract extension by the owner. Up to 3 extensions for as total contract time of 5 years may be executed based on the original bid prices.

If significant fluctuations (10% or greater) in petroleum prices occur, based on FDOT Fuel and Bituminous Price Index (November 2012), the City and the Contractor reserve the right to propose alternate pricing for the contracted bid prices (increase / decrease). Any change must be approved by the City Manager.

Prior to execution of each work order the City and the Contractor will negotiate contracted bid prices based on specific line item quantities. The negotiated pricing shall not exceed contracted bid prices and must be mutually agreed upon by both parties.

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

_____ day of _____, A.D., 2013.

CITY OF KEY WEST

By_____

Title_____

CONTRACTOR

By_____

Title_____

APPROVED AS TO FORM

Attorney for Owner

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