

## CONTRACT

This Contract, made and entered into this 18<sup>th</sup> day of JULY 2011, by and between the **City of Key West**, hereinafter called the "Owner", and **Imperial Electrical Incorporated, a Florida corporation**, 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 the PROJECT ITB #11-015: RETROFIT LOCAL PARK BALL FIELD LIGHTING, to the extent of the BID made by the Contractor, dated the 1st day of June 2011, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of RETROFIT LOCAL PARK BALL FIELD LIGHTING are 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 LUMP SUM BID amount 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 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 Bidder further agrees to begin work within twenty (20) 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 one hundred twenty (120) calendar 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 Contract Documents, liquidated damages shall be paid at the rate of two hundred fifty dollars (\$250.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this 18<sup>th</sup> day of JULY 2011.



Cheryl Smith  
Cheryl Smith, City Clerk

By:

Jim Scholl  
Jim Scholl, City Manager

Imperial Electrical Incorporated

Witness:

By:

Print Name:

Print Name: Michael A. Terango

Title: President

William Olson