

## CONTRACT

This Contract, made and entered into this 1st day of Dec. 2010, by and between the **CITY OF KEY WEST**, hereinafter called the "Owner", and **DOUGLAS N. HIGGINS** 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 each issued Work Order, to the extent of the BID made by the Contractor, dated this 29<sup>th</sup> day of September 2010, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS, 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 and per each issued Work Order, the Owner agrees to pay to the Contractor the unit prices 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.

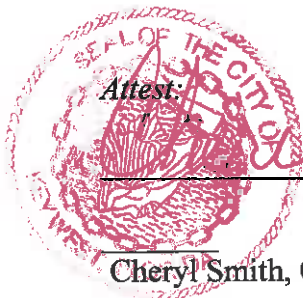
The Contractor agrees to complete the work within the time specified in the Work Order, and to accept as full payment hereunder the amounts as determined by the Contract Documents and based on the said Bid.

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 required two (2) year 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.

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 Work Order, liquidated damages shall be paid at the rate of five hundred dollars (\$500.00) 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  
1st day of Dec 2010.



Attest:

Cheryl Smith

Cheryl Smith, City Clerk

By:

Jim Scholl

Jim Scholl, City Manager

Contractor: Douglas N. Higgins, Inc. Witness: R. Suzanne Hawker

By: Kelly A. Wilkie Print Name: R. Suzanne Hawker

Print Name: Kelly A. Wilkie

Title: Vice - President

