

AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between _____, party of the first part and the City of St. Petersburg, Florida, party of the second part.

WITNESSETH:

That the first party, for the consideration hereinafter fully set out hereby agrees with the second party as follows:

- a) That the first party shall furnish all material and perform all of the work for:

NEWRF Aeration Blower Replacement Project

St. Petersburg, Florida, Project No. 17075-111, and in full and complete accordance as provided by the following enumerated Plans, Specifications, and Documents which are made a part hereof as if fully contained herein:

Proposal	Agreement
Instructions to Bidders	Public Construction Bond
Execution of the Contract	Certificates of Insurance
General Conditions	Addenda
Technical Specifications	Appendix
Bid Bond	Advertisement for Bids
Plans	

- b) That the Bidder proposes and agrees to commence Work under this Contract within ten (10) consecutive calendar days after the date contained in the written Notice to Proceed, and to fully complete all Work under this Contract within **three hundred sixty five days (365) calendar days** from (and including) the date contained in the Written Notice to Proceed.
- c) The second party hereby agrees to pay at the time and in the manner set forth in the Specifications to the first party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the price set forth in the Proposal _____

heretofore submitted to the City by the Contractor, a copy of said Proposal being a part of these Contract Documents.

- d) It is mutually agreed between the parties hereto that time is of the essence in this Contract, and in the event that the Work is not completed within the time stipulated, it is further agreed that from the compensation otherwise to be paid to the Contractor, the second party may retain the amount specified in Article G-3, LIQUIDATED DAMAGES, of the General Conditions, for each calendar day that the Work remains incomplete beyond the time limit, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the Work within the time stipulated, and this sum is not a penalty, being the stipulated damages the second party will have sustained in event of such default by first party.

- e) It is further mutually agreed between the parties hereto that, if at any time after the execution of said Agreement and the Public Construction Bond hereto attached for its faithful performance, the second party shall deem the Surety or sureties upon such Public Construction Bond to be unsatisfactory or, if for any reason such bond ceases to be adequate to cover the performance of the Work, the first party shall, at its expense within ten (10) days after the receipt of notice from the second party so to do, furnish an additional bond or bonds in such form and amount, and with such Surety or sureties as shall be satisfactory to the second party. In such event, no further payment to the first party shall be deemed to be due under the Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the second party.

- f) When the Work to be accomplished under this Contract has been completed in accordance with the Plans and Specifications and accepted by the City of St. Petersburg, it is mutually agreed and understood that the Contractor, together with his Surety, shall fully and unconditionally guarantee for a period of not less than one (1) year from date of final acceptance of Work by the City, all materials and labor (workmanship) incorporated in this project. (This guarantee shall be exclusive of any manufacturer's guarantees or warranties exceeding this period).

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, to be deemed an original contract.

 (Company Name)

By: _____
 (Signature of Corporate Officer)

(Seal)

 (Print or Type Name & Title)

ATTEST:

 (Corporate Secretary)

CITY OF ST. PETERSBURG, FLORIDA

APPROVED AS TO FORM:

By: _____
 City Clerk (Designee)

 Procurement and Supply Management Director

By: _____
 City Attorney (Designee)

 Date

Agreement

(Acknowledgment of Contractor, if a Corporation)

(State of Florida)
(County of _____)
(City of _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,

by _____
(name and title of officer or agent)

and _____ of _____
(name and title of officer or agent) (name of corporation)

a _____ Corporation, on behalf of the corporation, he/she is
(state of incorporation) (select)

personally known to me or has produced _____ as identification and
(type of identification)

_____ take an oath; and appeared before me at the time of notarization.
(Did/did not)

The undersigned warrants that he/she is authorized by the Board of Directors
(select)

of said _____ to execute this Contract.
(name of corporation)

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

(Seal)

PUBLIC CONSTRUCTION BOND

Bond # _____

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called the "Principal"),
(Name of Corporation, Partnership, or LLC)
located at _____, (_____) _____,
(Principal Business Address) (Phone Number)
and _____ (hereinafter called the "Surety"),
(Surety Name)
located at _____, (_____) _____,
(Surety Business Address) (Phone Number)

are held and firmly bound unto the City of St. Petersburg, Florida (hereinafter called the "City") located at One 4th Street North, St. Petersburg, FL 33701, phone: (727) 893-7220, in the penal sum of: \$_____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, for the faithful performance of a certain written construction agreement, dated the _____ day of _____, 20____, entered into between the Principal and the City ("Contract") for:

NEWRF Aeration Blower Replacement Project Project No. 17075-111

The general location of the proposed Work for the Project is within the Northeast Water Reclamation Water Facility (NEWRF) located at 1160 62nd Avenue North, St. Petersburg, Florida, 33701.

NOW, THEREFORE, THE CONDITIONS of this bond are such that, if the Principal shall (i) in all respects comply with the terms and conditions of the Contract (the Contract being made a part of this bond by reference), including but not limited to the guarantee and warranty requirements, all obligations contained in the Contract Documents (as defined in the Contract) and all modifications made to the Contract as therein provided, for the original term of the Contract and any extensions which may be granted by the City, with or without notice to the Surety; and (ii) promptly make payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying labor, materials, or supplies used directly or indirectly in the prosecution of the work provided for in the Contract; and (iii) pay the City all losses, damages, liquidated damages, expenses, costs, and attorneys' fees at trial and on appeal sustained by the City due to a default by Principal under the Contract; and (iv) fulfill its obligations related to the guarantee and warranty of all work and materials furnished under the Contract pursuant to the terms and conditions specified in the Contract, then this bond shall be void; otherwise, it shall remain in full force.

This bond is meant to comply with all the requirements of Section 255.05, Florida Statutes, and herewith incorporates all duties of a surety required by Section 255.05, Florida Statutes, and all notice and time limitation provisions set forth in Sections 255.05(2) and 255.05 (10), Florida Statutes. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions set forth in Sections 255.05(2) and 255.05(10), Florida Statutes.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, the hands and seals of the parties hereto this ____ day of _____, 20____.

(Principal Name)

BY: _____
(Signature)

(Print or Type Name and Title)

SURETY NAME

BY: _____
Attorney-in-Fact

(Print or Type Name)

(Florida license # of Attorney-in-Fact)



Countersignature of Florida Licensed Agent (Only Required if Attorney-in-Fact is not a Florida Licensed Agent.)

Attest and Impress Principal's seal or check the checkbox below.

ATTEST:



BY: _____
(Signature)

(Print or Type Name)

Principal has no seal. (If checked, signature of Witness 1 and Witness 2 needed)

WITNESS 1:

BY: _____
(Signature)

(Print or Type Name)

WITNESS 2:

BY: _____
(Signature)

(Print or Type Name)

APPROVED AS TO FORM:

By: _____
City Attorney (Designee)

Note: A copy of a power of attorney attested by the corporate secretary of the Surety evidencing the Attorney-in-Fact named above is currently authorized to execute this bond on behalf of the Surety must be attached to this bond.

Acknowledgment of Principal

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____,

by _____ of _____, a
(Name and Title of Officer) (Name of Principal)

_____ (“Entity”), on behalf of said Entity. He/She is
(Identify type of Entity and State where Registered) (Select)

personally known to me or has produced _____ as identification.
(Type of Identification)

He/She warrants that he/she is duly authorized by all necessary actions of the Entity in
(Select) (Select)

accordance with the governing documents of the Entity to execute the foregoing instrument.

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

SEAL

**Acknowledgment of Surety,
(Where Executed by Attorney-in-Fact, as Agent)**

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____,

By _____
(Name of Attorney-in-Fact)

as Attorney-in-Fact for _____,
(Name of Surety)

who is personally known to me or has produced _____
(Type of Identification)

as identification.

By virtue of a power of attorney from said corporation, a copy of which is attached hereto,

he/she is duly authorized to execute the foregoing instrument.
(Select)

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

SEAL

**Acknowledgment of Countersigner,
(Only Required if Attorney-in-Fact is not a Florida Licensed Agent)**

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____,

by _____
(Name of Countersigner)

as Countersignator for _____,
(Name of Surety)

who is personally known to me or has produced _____
(Type of Identification)

as identification.

By virtue of a power of attorney from said corporation, a copy of which is attached hereto,

he/she is duly authorized to execute the foregoing instrument.

(Select)

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

SEAL