

# A G R E E M E N T

**THIS AGREEMENT** ("Agreement"), made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_, ("Contractor") and the City of St. Petersburg, Florida, ("City" or "Owner").

## WITNESSETH:

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Contractor and the City agree as follows:

- a) The Contractor shall furnish all material and perform all of the work for:

### **Cosme WTP Sludge Lagoon Improvement**

St. Petersburg, Florida, Project No. 18070-111 ("Project"), and in full and complete accordance with this Agreement and the Contract Documents. Contract Documents shall mean, collectively, the General Conditions and supplementals thereto, Specifications and supplementals thereto, the Plans, the Solicitation and any addenda thereto, and the Bid (as those terms, i.e., Specifications, Plans, Solicitation, and Bid, are defined in the General Conditions).

- b) This Agreement and the Contract Documents form the contract ("Contract") between the City and Contractor.
- c) Contractor shall commence the Work (as described in the Contract Documents) within ten (10) calendar days after the City issues the Notice to Proceed (as defined in the General Conditions). After the City issues a Notice to Proceed, Contractor shall (i) reach Substantial Completion (as defined in the General Conditions) of all Work within the time period stated in the Notice to Proceed, and (ii) reach Final Completion within thirty (30) calendar days after the City's delivery of the punch list in accordance with the Contract, unless a longer period of time to reach Final Completion is set forth in the punch list (collectively, (i) and (ii), "Contract Time"). The Contract Time may be modified by a Change Order (as defined in the General Conditions) or amendment.
- d) Provided that Contractor faithfully performs its obligations contained in the Contract, the City hereby agrees to pay Contractor at the time and in the manner set forth in the Contract Documents an amount not to exceed:

---

("Contract Price"), subject to additions and deductions as provided in the Contract.

- e) Time is of the essence in the Contract. The parties agree that it would be extremely difficult and impractical under known and anticipated facts and circumstances to ascertain and fix the actual damages the City would incur if Contractor does not achieve Substantial Completion within the time stipulated in the Contract.

Therefore, Contractor shall be liable for and shall pay to the City the sums hereafter stipulated as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, for each calendar day of delay until the Work reaches Substantial Completion, in the following aggregate amounts:

Original Contract Amount	Daily Charge per Calendar Day
\$50,000 and under .....	\$500
Over \$50,000 but less than \$500,000 .....	\$1,000
Over \$500,000 but less than \$5,000,000 .....	\$1,500
Over \$5,000,000 but less than \$15,000,000.....	\$2,000
\$15,000,000 and over .....	\$4,000

These liquidated damages shall be the City's sole and exclusive damages for Contractor's delay of the Work.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and date first above written.

\_\_\_\_\_  
 (Company Name)

By: \_\_\_\_\_  
 (Signature of Corporate Officer)

\_\_\_\_\_  
 (Printed Name)

**WITNESSES:**

By: \_\_\_\_\_

\_\_\_\_\_  
 (Printed Name)

By: \_\_\_\_\_

\_\_\_\_\_  
 (Printed Name)

**CITY OF ST. PETERSBURG, FLORIDA**

By: \_\_\_\_\_  
 Procurement & Supply Management Director

\_\_\_\_\_  
 Date

By: \_\_\_\_\_  
 City Clerk (Designee)

APPROVED AS TO FORM

By: \_\_\_\_\_  
 City Attorney (Designee)

(Acknowledgment of Contractor, if a Corporation)

(State of \_\_\_\_\_)

(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)**

(Acknowledgment of Contractor, if a Limited Liability Company)

(State of \_\_\_\_\_)

(County of \_\_\_\_\_)

(City of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_, by \_\_\_\_\_

(Managing Member or Manager of LLC)

of \_\_\_\_\_ a \_\_\_\_\_

(Name of Limited Liability Company)

(State of Organization)

Limited Liability Company, on behalf of said liability company.

He/she is personally known to me or has produced \_\_\_\_\_ as

(Select)

(Type of Identification)

identification and \_\_\_\_\_ 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 said limited liability company to

(Select)

execute the foregoing instrument.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print/Type: \_\_\_\_\_


**(Seal)**



**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\_\_\_\_.

<b>SURETY:</b>
_____ SURETY NAME
BY: _____ (Signature of Attorney-in-Fact)
_____ (Print or Type Name of Attorney-in-Fact)
_____ (Florida license # of Attorney-in-Fact)

_____ Countersignature of Florida Licensed Agent (only required if Attorney-in-Fact is not a Florida Licensed Agent)
<b>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.</b>
<b>CITY:</b>
APPROVED AS TO FORM:
By: _____ City Attorney (Designee)

<b>PRINCIPAL:</b>
_____ PRINCIPAL NAME
BY: _____ (Signature)
_____ (Print or Type Name and Title)
<b>Check applicable box below (check only one box):</b>
<input type="checkbox"/> Principal has a seal. <b>If checked, attest and impress Principal's seal:</b>
ATTEST: _____ (Signature)
_____ (Print or Type Name)
<input type="checkbox"/> Principal has <u>no</u> seal. <b>If checked, provide two witness signatures:</b>
WITNESS 1 for Principal:
BY: _____ (Signature)
_____ (Print or Type Name)
WITNESS 2 for Principal:
BY: _____ (Signature)
_____ (Print or Type Name)

## 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 Sate 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 accordance  
(Select) (Select)

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