

# AGREEMENT

**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:

### **Northeast Water Reclamation Facility Clarifier #5 Improvements**

St. Petersburg, Florida, Project No. 18118-111 ("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:

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("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)**

# PUBLIC CONSTRUCTION BOND

Bond # \_\_\_\_\_

(STATE OF FLORIDA)

(COUNTY OF \_\_\_\_\_)

(CITY OF \_\_\_\_\_)

## KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (hereinafter called the "Principal"),  
(Company Name)  
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 4<sup>th</sup> 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:

### **Northeast Water Reclamation Facility Clarifier #5 Improvements Project No. 18118-111**

The general location of the proposed Work for the project is at the Northeast Water Reclamation Facility, 1160 62nd Avenue NE, St. Petersburg, Florida, 33702/

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\_\_\_\_.

**SURETY:**

\_\_\_\_\_  
 SURETY NAME

BY: \_\_\_\_\_  
 (Signature of Attorney-in-Fact)

\_\_\_\_\_  
 (Print or Type Name of Attorney-in-Fact)

\_\_\_\_\_  
 (Florida license # of Attorney-in-Fact)

Surety Seal

\_\_\_\_\_  
 Countersignature of Florida Licensed Agent (only required if Attorney-in-Fact is not a Florida Licensed Agent)

**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.**

**CITY:**

APPROVED AS TO FORM:

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

**PRINCIPAL:**

\_\_\_\_\_  
 PRINCIPAL NAME

BY: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print or Type Name and Title)

**Check applicable box below (check only one box):**

Principal has a seal. **If checked, attest and impress Principal's seal:**

ATTEST:

Principal Seal

BY: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print or Type Name)

Principal has no seal. **If checked, provide two witness signatures:**

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 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 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