

**SECTION 00520**  
**AGREEMENT FORM**

**PART 1      GENERAL**

**1.01      THIS AGREEMENT**, made this 12th day of December, 2016, by and between Utilities Inc. of Florida, hereinafter called the Owner, and S&S Directional Boring and Cable Contractors, Inc, whose principal and local address is 1508 E. Martin Luther King Blvd. Seffner, FL 33584, hereinafter called the Contractor.

**1.02      The Owner and Contractor Agree as follows:**

A.      Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B.      Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the Orangewood/Buena Vista Water Main Replacement.

C.      Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 240 calendar days. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

D.      Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not

substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$1,000.00 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (1/4) of the rate set forth above.

E. Contract Price

Lump Sum Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order, the Total Contract Price of Two Million Sixty-Six Thousand Eight Hundred Eighty-Eight Dollars (\$2,066,888.00). Payments will be made to the Contractor based on the Lump Sum Bid amount, the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein, and subject to completion of the work, in accordance with the Contract Documents.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security to ensure completion of Work. The Owner is not obligated to reduce retainage at any time during the Contract, but may choose to do so at its discretion once the Work is at least 75% complete.

H. Engineer

The Project has been designed by Kimley-Horn and Associates, Inc., referred to in the documents as the Engineer, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

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

CONTRACTOR:

S&S Directional Boring and Cable Contractors, Inc.

Scott Carden  
By (Signature)

(SEAL)

SCOTT CARDEN V.P.  
Printed Name and Title

ATTEST:

Margaret B. Grusnick  
By (Signature)

Margaret B. Grusnick, Pres.  
Printed Name and Title

OWNER:

Utilities Inc. of Florida

Name of Owner

Patrick Flynn  
By (Signature)

(SEAL)

Patrick Flynn, Vice President

Printed Name and Title

ATTEST:

Michael Wilson  
By (Signature)

MICHAEL WILSON Reg. MGR  
Printed Name and Title

END OF SECTION

SECTION 00530

NOTICE TO PROCEED FORM

To: S&S Directional Boring and Cable Contractors, Inc,  
1508 E. Martin Luther King Blvd.  
Seffner, FL 33584

Notice to Proceed Date: January 02, 2017

Project Name: Orangewood/Buena Vista Water Main Replacement


Bid No.: N/A

You are hereby notified to commence WORK in accordance with the Agreement dated 01/02/2017. This Notice authorizes the CONTRACTOR to commence construction on the above date and, in accordance with the Agreement, all work shall be substantially complete within 240 calendar days of the date of this Notice to Proceed. Therefore, the date of substantial completion is 08/29/2017. The date of Final completion is 09/28/2017.

ISSUED BY: Utilities Inc. of Florida – Patrick Flynn  
(Name of OWNER)  
  
By (Signature)  
Patrick Flynn, Vice President  
(Printed Name and Title)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE TO PROCEED is hereby acknowledged by Scott Carden this 20 day of December, 2016.

By   
Scott Carden U.P.  
Printed Name and Title

END OF SECTION