

### AGREEMENT FOR CONSTRUCTION WORK

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Williston, Florida, hereinafter called "Owner" and \_\_\_\_\_, hereinafter called "Contractor", for the following described work:

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**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for contraction and completion of the work above described and comply with the terms therein for the sum of \$ \_\_\_\_\_, to be paid in one payment following completion of all work required hereunder.
2. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the Owner and furnish certificates of Insurance to the Owner prior to commencing work.
3. The Contractor will commence the work within ten (10) calendar days after the date of the Notice to Proceed, and will achieve Substantial Completion within \_\_\_\_\_ calendar days. Unless the period of Substantial Completion is extended by the Owner, the Contractor will be assessed liquidated damages in the amount of \$ \_\_\_\_\_ per calendar day past the date of required Substantial Completion.
4. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. Final payment will not be paid to the Contractor until the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final release of Lien.
5. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
6. The Contractor agrees that all materials, techniques, methods and safety is exclusively the responsibility of the Contractor and not the Owner.
7. The Contractor shall indemnify and save harmless the Owner, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contactor, their agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the

construction or improvement, or by, or account of, any act or omission, neglect, or misconduct of the Contactor, their agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by laws, ordinances, order of other decree. The Contractor agrees to furnish insurance coverage as required by the Owner in the type and amounts to secure the foregoing indemnity.

8. The breach of any provision of the contract shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written

OWNER: City of Williston

BY: \_\_\_\_\_

NAME: Marc Nussel

TITLE: City Council President

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NAME: Lisa N. Mack

TITLE: Interim City Clerk

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_