

## **SPECIMEN FORM OF CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Architectural Metals of SW Florida a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:
  - A. Project Manual for "Post Hurricane Ian Lift Station Control Panel Platforms Procurement Phase 1" dated December 8, 2025, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
  - B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
  - C. Drawings for "Post Hurricane Ian Lift Station Control Panel Platform Procurement Phase 1" dated December 5, 2025.
  - D. CONTRACTOR'S Proposal in response to ITB-UT-1-2026/BS
  - E. This CONTRACT
  - F. Performance and Payment Bond
  - G. Notice of Award
  - H. Notice to Proceed
  - I. Change Order(s)
2. The CONTRACTOR will commence and complete the construction which includes:

**"Post Hurricane Ian Lift Station Control Panel Platforms Procurement Phase 1" as described in the CONTRACT DOCUMENTS (the "WORK")**
3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.
4. The CONTRACTOR will commence the WORK within six calendar days after date of the NOTICE TO PROCEED and will complete the same within **ONE HUNDRED EIGHTY (180)** calendar days after Notice to Proceed for Post Hurricane Ian Lift Station Control Panel Platforms Procurement Phase 1 – Base Bid work, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
  - (1) The successful bidder shall be prepared to furnish the initial five (5) platforms within **ONE HUNDRED TWENTY (120)** calendar days of the Notice to Proceed. OWNER will provide the scope of supply for the initial five (5) platforms after contract award.
  - (2) The successful bidder shall be prepared to furnish the next five (5) platforms within **ONE HUNDRED EIGHTY (180)** calendar days of the Notice to Proceed. OWNER will provide the scope of supply for the next five (5) platforms after contract award.

(3) The schedule for fabrication for Post Hurricane Ian Lift Station Control Panel Platforms Procurement Phase 1 – Additive Alternate Bid work will be as mutually agreed upon by Owner and CONTRACTOR.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **\$237,100.00** said amount being the total “unit price sum” as listed on the Contractor's proposal form as submitted for this project.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.
8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

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

(SEAL)

ATTEST \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

OWNER City of Sanibel

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

ATTEST \_\_\_\_\_

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

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Approved as to form

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City Attorney

**SPECIMEN FORM OF CONTRACT**  
**PERFORMANCE AND PAYMENT BOND**

BY THIS BOND, WE

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(Name of Contractor)

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(Address of Contractor)

A \_\_\_\_\_, as principal, and  
(Corporation, Partnership, or Individual)

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(Name of Surety)

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(Address of Surety)

a Corporation, as Surety, are bound to

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(Name of Owner)

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(Address of Owner)

herein called Owner, in the sum of \_\_\_\_\_

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Dollars, (\$ \_\_\_\_\_ )

for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated \_\_\_\_\_, "Year" between Principal and Owner for construction of:

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the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract and;

2. Promptly makes payments to call claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract and;
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract and;
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, "Year".

ATTEST:

\_\_\_\_\_ Principal

By \_\_\_\_\_

\_\_\_\_\_ (Principal) Secretary

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(SEAL)

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(Witness as to Principal)

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(Address)

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ATTEST:

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(Surety) Secretary

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Surety

By

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Attorney-in-Fact

(SEAL)

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(Address)

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(Witness as to Surety)

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(Address)

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NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## **PERIODIC ESTIMATE FOR PARTIAL PAYMENT**

PROJECT: \_\_\_\_\_ OWNER: \_\_\_\_\_

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

PERIODIC ESTIMATE NO. \_\_\_\_\_ FOR PERIOD \_\_\_\_\_ TO \_\_\_\_\_

### **ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE**

- A. Original contract amount (Col.6) \_\_\_\_\_
- B. Plus: Change Order Additions (Col.13) \_\_\_\_\_
- C. Less: Change Order Deductions (Col.16) \_\_\_\_\_
- D. Adjust contract amount to date \_\_\_\_\_

### **ANALYSIS OF WORK PERFORMED**

- 1. Amount of original contract work performed to date (Col.8) \_\_\_\_\_
- 2. Change Order work performed to date \_\_\_\_\_
- 3. Total amount of work performed to date \_\_\_\_\_
- 4. Add: Materials stored at close of this period  
(Attach detailed schedule) \_\_\_\_\_
- 5. Less: Amount retained \_\_\_\_\_ percent \_\_\_\_\_
- 6. Net amount earned on contract work to date \_\_\_\_\_
- 7. Less: Amount of previous payments \_\_\_\_\_
- 8. Balance due this payment \_\_\_\_\_

### **CERTIFICATION OF CONTRACTOR**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this periodic estimate are correct; that all work has been performed and/or material supplied in full accordance with the Terms and Conditions of the Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that this estimate is as true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate, and that no part of the "Balance Due This Payment" has been received:

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Authorized Representative)

Title \_\_\_\_\_

### **RECOMMENDATION OF ENGINEER**

In accordance with the contract and this Periodic Estimate for Partial Payment, the Contractor is entitled to payment in the amount shown above.

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

By \_\_\_\_\_

**PERIODIC ESTIMATE FOR PARTIAL PAYMENT**

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. \_\_\_\_\_ FOR PERIOD \_\_\_\_\_ TO \_\_\_\_\_

CONTRACT AMOUNT					COMPLETED TO DATE				
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY (3)	UNIT OF MEAS. (4)	COST PER UNIT (5)	TOTAL AMOUNT (6)	QUANTITY (7)	AMOUNT (8)	% COM- PLETE (9)	
(1)	(2)								

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TOTAL

## **PERIODIC ESTIMATE FOR PARTIAL PAYMENT**

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. \_\_\_\_\_ FOR PERIOD \_\_\_\_\_ TO \_\_\_\_\_

### **SCHEDULE OF CHANGE ORDERS**

CHANGE ORDER				ADDITIONS			
NO. (10)	DATE (11)	DESCRIPTION (12)	AMOUNT (13)	PERCENT COMPLETE (14)	AMOUNT COMPLETED (15)	TO DATE (15)	DEDUCTIONS (16)

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TOTAL

## **CONTRACTOR'S LETTERHEAD**

## **CONTRACTOR'S CERTIFICATE**

I, \_\_\_\_\_, the duly qualified, acting and authorized agent of the Contractor, \_\_\_\_\_ on the project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto and do further certify that all materials and equipment listed herein have been paid for in full as allowed on all prior Estimates and, if requested to do so, will show evidence of payment for same in writing before the final payment of this Estimate No. \_\_\_\_\_.

I further certify (if this is a Final Estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the Contract, including any amendments thereto, and upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said Contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment for the Final Estimate, (in accordance with the terms of our original Contract and all Amendments thereto), during which time all terms and conditions of the original Contract Documents shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement and Indemnifying Agreements as contained in said Contract Documents.

CERTIFIED TO FOR PAYMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, "Year".

CONTRACTOR'S SEAL

\_\_\_\_\_  
Contractor

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

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, "Year".

\_\_\_\_\_  
NOTARY

My commission expires: \_\_\_\_\_:

(NOTARY SEAL)

PROJECT: \_\_\_\_\_

OWNER: City of Sanibel

CHANGE ORDER NO. \_\_\_\_\_

TO: \_\_\_\_\_

\_\_\_\_\_

You are hereby authorized to make the following additions and/or deductions to your contract amount.

PREVIOUS CONTRACT AMOUNT	NET CHANGE		REVISED		CONTRACT AMOUNT
	INCREASE	DECREASE	(DEDUCT)	(ADD)	
TOTAL: \$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Description of Change: Add    Deduct

RECOMMENDED:

APPROVED:

OWNER \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

ACCEPTED:

CONTRACTOR \_\_\_\_\_  
BY \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_