

**PART E**  
**CONTRACT**

This Contract is entered into as of the Effective Date (defined as the date approved by the Board and executed by the Chairman) between Polk County, a political subdivision of the State of Florida, hereinafter known as the "County", and \_\_\_\_\_, their successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in RFP 20-1026, Gibson Oaks Water Production Facility (WPF).

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of \$\_\_\_\_\_ plus the Allowance Work amount of \$\_\_\_\_\_ the total sum being \$\_\_\_\_\_. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are hereby attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 380 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 120 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 500 days. The allowance time for this project is 60 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to ten percent (10%) of the payment due until such time retainage is reduced in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
W.C. BRASWELL, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN \_\_\_\_\_

Reviewed as to form and legal sufficiency

\_\_\_\_\_  
County Attorney's Office Date

ATTEST:  
  
\_\_\_\_\_  
Corporate Secretary

CONTRACTOR: \_\_\_\_\_  
  
BY: \_\_\_\_\_  
Authorized Corporate Officer or Individual

**SEAL**

\_\_\_\_\_  
(Printed or Typed Name of Signer)

\_\_\_\_\_  
(Printed or Typed Title of Signer)

\_\_\_\_\_  
(Business Address of Contractor)

\_\_\_\_\_  
(Telephone Number)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instruments was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_  
(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. Who personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated

\_\_\_\_\_ (Type of Identification)  
in the foregoing instrument and certified the same to be true in all respects.  
Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

\_\_\_\_\_ (Date)  
\_\_\_\_\_ Commission Number \_\_\_\_\_

\_\_\_\_\_ (Official Notary Signature and Notary Seal)  
\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

\_\_\_\_\_ (Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_  
(Date) (Name of acknowledging partner or agent)

on behalf of \_\_\_\_\_ a partnership. Who personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters

\_\_\_\_\_ (Type of Identification)  
in the foregoing instrument and certified the same to be true in all respects.  
Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

\_\_\_\_\_ (Date)  
\_\_\_\_\_ Commission Number \_\_\_\_\_

\_\_\_\_\_ (Official Notary Signature and Notary Seal)  
\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

\_\_\_\_\_ (Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_  
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters

\_\_\_\_\_ (Type of Identification)  
in the foregoing instrument and certified the same to be true in all respects.  
Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

\_\_\_\_\_ (Date)  
\_\_\_\_\_ Commission Number \_\_\_\_\_

\_\_\_\_\_ (Official Notary Signature and Notary Seal)  
\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

\_\_\_\_\_ (Name of Notary typed, printed or stamped)