

**CONTRACT**

IN CONSIDERATION OF the mutual promises, covenants and conditions contained herein this agreement is made on \_\_\_\_\_(date), by and between the City of Fellsmere, a municipal corporation of Indian River County in the State of Florida (hereinafter *City*), and \_\_\_\_\_ of \_\_\_\_\_(address), \_\_\_\_\_(city), \_\_\_\_\_ County, \_\_\_\_\_(state), duly licensed as a contractor in \_\_\_\_\_(state), holding currently valid Contractor's License no. \_\_\_\_\_, (hereinafter *contractor*), effective as hereinafter set forth.

1.0 The Work. Contractor shall furnish, except as otherwise provided, at contractor's own cost and expense, all labor, services, material and work for the construction and completion of the work to be done under this contract (hereinafter *the Work*), which is generally described as follows:

(Type of Work & Name of Project)

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Contractor will construct and complete the Work in a thorough, skillful and substantial manner in every respect to the satisfaction and approval of: \_\_\_\_\_(name and address) [hereinafter *the Designer*], within the time specified in this contract and in strict accordance with the instructions and information contained in the Notice to Bidders, Instructions to Bidders, Form of Bid, this contract, General Conditions, Supplemental Conditions, all other contract documents as defined in the General Conditions, and any performance or other surety bond and the drawings and specifications, including all addenda incorporated in any of the above-mentioned documents before the execution of this contract. All of the above documents are made a part of this contract and form the *contract documents* as fully as if set forth at length herein.

1.1. Contractor shall execute work shown on the drawings even though not particularly described in specifications and all work described in the specifications even though not shown on the drawings. Contractor shall furnish everything necessary for the proper and complete execution of the work even though express reference to any detail of it is omitted from either the drawings or specifications.

2.0 City Design Representative. The Project has been designed by Designer who shall act as City's representative, assume all duties and responsibilities and have the rights and authority

assigned to the Designer in the Contract Documents with respect to completion of the Work in accordance with the Contract Documents.

3.0 Contract Time. All of the Work shall be completed for the entire Project and ready for final payment within \_\_\_\_\_ ( ) calendar days from the date when Contract Time commences to run. The parties recognize that time is of the essence with respect to this Agreement and the Work. Failure to timely complete the Work as provided herein shall subject the Contractor to the Liquidated Damages provision which is set forth in Article G. of the Supplemental Conditions. The construction of the Work shall commence no later than \_\_\_\_\_ ( ) days after the date for commencement in the Notice to Proceed.

4.0 Drawings And Specifications.

4.1. The Contract Documents, which comprise the entire agreement between City and Contractor concerning the Work, are set forth in the attached Exhibits A through \_\_\_\_\_. Contract Documents may be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

4.2. Any copies of the drawings and specifications that are reasonably required for the execution of the work will be furnished to contractor free of charge, unless otherwise provided.

4.3. Contractor shall keep him/her/itself supplied with the latest issues of all drawings and specifications and shall keep one copy of the same at the site of the work in good order available to Designer.

4.4. The drawings and specifications, and any copies of the drawings and specifications, are and shall remain the property of City and shall not be reused on other work by contractor. These documents shall be delivered to the Designer at the completion of the work, or earlier if required.

4.5. City shall promptly furnish contractor with any additional instructions, by means of drawings or otherwise, as are required to proceed with the Work. All such drawings and instructions shall be consistent with, and reasonably inferable from, the contract. The Work shall be executed in conformity with these instructions. Contractor shall do no work without proper drawings and instructions.

5.0 Contract Price; Compensation. In addition to the extra charges expressly mentioned and provided for herein, City shall pay and Contractor shall receive the prices stipulated in the proposal attached to this contract as Exhibit \_\_\_\_\_ full and complete compensation for everything furnished and done by Contractor under this contract, including loss or damage arising out of the Work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the Work; for all risks of every description associated with the Work; for all expenses incurred due to the suspension or discontinuance of the Work; and for well and faithfully completing the Work as provided in this Agreement.

6.0 Method Of Payment.

6.1. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Designer as provided in the General Conditions.

6.2. Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payments as recommended by Designer, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraphs 2.05 and 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Partial and final release of liens satisfactory to the City and the Designer demonstrating that the previously paid monies have been used to satisfy all cost incurred in the performance of the work shall be required. (Submit application to the Designer by the 25<sup>th</sup> of preceding month)

6.2.1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Designer determine, or City may withhold, in accordance with paragraph 14.02.B.5. of the General Conditions;

90% of Work completed, and  
90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to City as provided in paragraph 14.02 of the General Conditions).

6.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, City shall pay the remainder of the Contract Price as recommended by the Designer as provided in said paragraph 14.07.C.

6.4. The monies due hereunder shall not bear interest.

7.0. Contractor's Representations. As an inducement for City to enter into this Agreement Contractor makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, site, locality, and all other local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions, which are identified in the Supplemental Conditions as provided in paragraph 2.05 of the General Conditions.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above)

which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given the Designer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Designer is acceptable to Contractor.

8.0 Notice. Notice shall be given as provided in Article 17 of the General Conditions. The addresses of City, Contractor and the Designer for the purpose of giving notice are as follows:

City of Fellsmere:  
Office of City Clerk  
City of Fellsmere  
Fellsmere FL 32948-6714  
Facsimile: (772) 571-1901

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_

Designer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_

9.0 Execution. City and Contractor each binds itself, and as the case may be, its partners, its permitted successors and assigns, and its legal representatives to the other party hereto and to that parties' partners, permitted successors and assigns, and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents. If not otherwise specifically set forth, this Agreement shall be effective on the date of the last of the parties to sign.

IN WITNESS WHEREOF, each party to this contract has caused it to be executed in triplicate at \_\_\_\_\_ (place of execution) on the date(s) indicated below. This agreement will be effective on \_\_\_\_\_.

Dated: \_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_, 20\_\_.

City of Fellsmere

Contractor: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name and Title

By: \_\_\_\_\_

Print Name and Title

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, . . . e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Notary Public - State of Florida  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_