

**PART E**  
**CONTRACT**

This Contract is entered into as of the date last executed, (the "Effective Date), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Timmons Constructing Inc, dba Lovin Construction, its 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 its 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 Bid 26-003, Rock Ridge Rd Bridge Replacement.

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 \$2,123,282.00 plus the Allowance Work amount of \$106,164.00 the total sum being \$2,229,446.00. 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 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 Final Completion within 180 calendar days from the Start Date memorialized within the Notice to Proceed. 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 180 days. The allowance time for this project is 27 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 five percent (5%) 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

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

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

BY: \_\_\_\_\_  
MARTHA SANTIAGO, Ed.D., CHAIR

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

Reviewed as to form and legal sufficiency

Noah Wiles 1/8/2020  
County Attorney's Office Date

ATTEST:

David Y. Timmons  
Corporate Secretary

SEAL

CONTRACTOR:

Timmons Contracting Inc d/b/a  
Lawn Construction  
BY: Troy Timmons  
Authorized Corporate Officer or Individual

(Printed or Typed Name of Signer)

President  
(Printed or Typed Title of Signer)

6204 33<sup>rd</sup> ST E Bradenton, FL 34203  
(Business Address of Contractor)

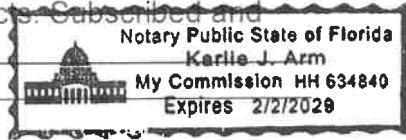
941-755-4312  
(Telephone Number)

### ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
The foregoing instruments was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she 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 in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date)  
\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
(Name of Notary typed, printed or stamped)  
Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

### ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Marcia  
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12/23/2025 (Date) by Troy Timmons (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she 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 in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 12/23/2025 (Date)  
\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
(Name of Notary typed, printed or stamped)  
Commission Number HH 034846 Commission Expiration Date 2/2/2029



### ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (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 in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date)  
\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
(Name of Notary typed, printed or stamped)  
Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_