APPENDIX D
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, 20___, by and between the City OF DELRAY BEACH, FLORIDA, hereinafter called the City, and Foster Marine Contractors, Inc., hereinafter called Contractor.

OWNER and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. For the project entitled:

Invitation to Bid Construction No. 2017-011
SE 2nd Street Improvements
Project No. 13-020

Article 2. Consultant.

The Project has been designed by **Calvin, Giordano & Associates, Inc**., who is hereinafter called Consultant and who will assume all duties and responsibilities and will have the rights and authority assigned to Consultant in the Contact Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. ENTIRE AGREEMENT.

This Construction Contract, along with the Contract Documents consisting of the Agreement, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications and modifications issued after execution of the Contract embodies the entire agreement between City and Contractor and supersedes all other writings, oral agreements or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

Article 4. CONTRACT SUM.

The City shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the fixed price of_____ _____, which shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

[remainder of page left blank intentionally]

Article 5. CONTRACT TIME; LIQUIDATED DAMAGES.

5.1 The work will be substantially completed within one hundred twenty calendar days from the date of the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with the General Conditions within thirty calendar days from the date of Substantial Completion.

5.2 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in paragraph 5.1 above, plus any extensions thereof allowed in accordance with the General Conditions.

They also recognize that the actual loss suffered by the City if the Work is not completed on time is not readily ascertainable at the time of entering this Contract. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars ($500.00) for each day that expires after the time specified in Article 5, paragraph 5.1 for substantial completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the City, Contractor shall pay the City five hundred dollars ($500.00) for each day that expires after the time specified in Article 5, paragraph 5.1 for completion and readiness for final payment. Contractor expressly acknowledges that such sum is not payable as a penalty but as liquidated damages representing a reasonable estimate of delay damages, inconvenience and additional overhead and costs likely to be sustained by the City, estimated at the time of executing the Contract. If the City reasonably believes in its discretion that Substantial Completion will be delayed, it shall be entitled, but not required to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

Article 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the **Construction Management Technician** as provided in the General Conditions.

Environmental Services Department
Main Administration Building
434 South Swinton Avenue
Delray Beach, Florida 33444

Attention: Construction Management Technician

6.1 Progress Payments. The City shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Consultant, on or about the First 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 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.

6.1.1 Prior to Substantial Completion progress payments will be made in an amount equal to 90% of the work completed until 50% of the work has been completed

and installed, then payment may be made in an amount equal to 95% of the work completed, but in each case, less the aggregate of payments previously made and less such amounts as Consultant shall determine, or the City may withhold, in accordance with the General Conditions.

6.0.2. Prior to Substantial Completion, progress payments for materials and equipment not incorporated in the Work but delivered and suitably stored and accompanied by documentation satisfactory to the City, as provided in the General Conditions, will be made in an amount equal to **0%** as established by the schedule of values.

6.0.3 The City is entitled to withhold amounts due Contractor for any defective or non-conforming work or for liquidated damages.

6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, the City shall pay the remainder of the Contract Price as recommended by Consultant as provided in said paragraph 15.13.

Article 7. SUBCONTRACTS.

No more than 40% of dollar value of the total contract work may be accomplished by subcontractors. Balance of work must be accomplished by selected Contractor's own forces.

Article 8. Contractor's REPRESENTATIONS.

In order to induce the City to enter into this Agreement Contractor makes the following representations:

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

8.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface 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 Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions 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.

8.3 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 the General Conditions

8.4 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.

8.5 Contractor has given Consultant written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Consultant is acceptable to Contractor.

Article 9. NO DAMAGES FOR DELAY.

9.1 All time in the Contract Documents is calculated on a consecutive calendar day basis.

9.2 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.

9.3 Contractor agrees to commence the Work when directed by the City and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the City shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.

9.4 Contractor shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the City, such act, hindrance or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy, as set forth in the General Conditions.

9.4.1 And extension of time to complete the Work shall be determined by the Consultant provided the Contractor provides Consultant and City with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.

9.4.2 In the event the request for extension is not made in writing within that twenty day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.

9.4.3 All extensions of time shall be authorized only by a written change order executed by the City, Consultant and Contractor; in the absence of a written and fully executed change order, Contractor shall not be entitled to any claim for additional time.

9.4.4 This “no damage for delay” provision shall encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.

9.4.5 Damages as referenced in this “no damage for delay” provision shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.

9.4.6 The Contractor recognizes and specifically acknowledges the terms and conditions of this “no damage for delay” clause upon execution of this Contract.

Article 10. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the City and Contractor concerning the Work consist of the following:

10.1. Advertisement for Bids.

10.2. Instructions to Bidders.

10.3. Bid Proposal Form.

10.4. Contractor's Bid marked exhibit _____.

10.5. Bid Bond.

10.6. This Agreement.

10.7. Exhibits to this Agreement.

10.8. Florida Performance Bond.

10.9. Florida Payment Bond.

10.10. Certificates of Insurance.

10.11. Notice of Tentative Award.

10.12. Notice to Proceed.

10.13. Certificate of Substantial Completion.

10.14. Warranty of Title.

10.15. Final Receipt.

10.16. General Conditions.

10.17. Supplemental General Conditions as listed in TABLE OF CONTENTS thereof.

10.18. Technical Specifications as listed in TABLE OF CONTENTS thereof.

10.19. Drawings, consisting of _____ numbered from_____, dated _____. with each sheet bearing the following general title:

10.20. Addenda number ___ to ___, inclusive.

10.21. Documentation submitted by Contractor prior to Notice of Tentative Award (pages _____ to _____, inclusive).

10.22. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Agreement Documents pursuant to the General Conditions.

10.23. The documents listed in paragraph 10.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).There are no Contract Documents other than those listed above in this Article 10. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 11. INDEMNITY.

In consideration of Ten Dollars ($10.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, Contractor agrees to defend, indemnify and hold harmless the City, their agents and employees in accordance with the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06, as amended. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

Article 12. REIMBURSEMENT OF Consultant EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of CONSULTING and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for CONSULTING and inspection incurred by the City will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as Consultant charges associated with the construction contract administration, including resident project representative costs.

Article 13. MISCELLANEOUS.

13.1. Terms used in this Agreement which are defined in of the General Conditions will have the meaning indicated in the General Conditions.

13.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may

become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.3. The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

13.4 The agreement shall be void if not signed by both the City and the Contractor.

Article 14. City PROVISIONS.

None Provided.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the City and Contractor have caused this Agreement to be executed the day and year shown below.

This Agreement will be effective on _____.

City OF DELRAY BEACH, FLORIDA

By:_____
Cary D. Glickstein, Mayor

_____
(type or print)

ATTEST:

_____
City Clerk of the
City of Delray Beach

Approved as to Form and
Legal Sufficiency:

_____
City Attorney

Address for giving notice
to the City:

Environmental Services Dept.
Engineering Division
434 S. Swinton Ave.
Delray Beach, FL 33444

_____

Contractor

By:_____
(signature)

_____
(type or prInt)

(Corporate Seal)

Address for giving notices:
(Type or Print Clearly)

_____

_____

License No.

Agent for service of process:

_____
(If Contractor is a corporation, or Partnership attach evidence of authority to sign.)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) _____ (type of identification).

_____

Signature and Stamp of Notary Public

ACKNOWLEDGMENT IF PRINCIPAL IS AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____(name of person acknowledged), who is personally known to me or has produced _____ _____ (type of identification) as identification.

_____

Signature and Stamp of Notary Public

ACKNOWLEDGMENT IF PARTNERSHIP

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ (name of acknowledging partner or agent) of _____, partner (or agent) on behalf of _____(name of partnership), a partnership. He/She is (personally known to me) (or has produced identification) _____ (type of identification) (as identification).

_____

Signature and Stamp of Notary Public

CERTIFICATE
(if Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20__ the following resolution was duly passed and adopted:

> "RESOLVED", that _____, as _____ of the corporation, be he/she is hereby authorized to execute the Agreement dated _____, 20__, between the City of Delray Beach, Florida and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this

_____ day of _____, 20__.

_____
(Secretary) (Corporate Seal)

CERTIFICATE
(if Partnership)

STATE OF FLORIDA)
) SS
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20__ the following resolution was duly passed and adopted:

> "RESOLVED", that _____, as _____ of the Partnership, be he/she is hereby authorized to execute the Agreement dated _____, 20__, between the City of Delray Beach, Florida and this Partnership, and that his execution thereof, attested by the _____ of the Partnership, shall be the official act and deed of this Partnership".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,

20___.

_____
(Secretary

SURETY PERFORMANCE AND PAYMENT BOND

Bond No _____

By this Bond, We _____, as Principal, whose principal business address and phone number are_____, as Contractor under the contract dated _____, 20____. between Principal and the City of Delray Beach, whose principal address and phone number are _____ for the construction of Project No._____ , more particularly described as _____ and located at _____(hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, as Surety, whose principal business address and telephone number are _____ _____ the sum of (U.S. 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 Principal:

1. Performs, all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all 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 City all losses, damages, including damages for delay, expenses, costs and attorneys fees, including appellate proceedings, that City sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force. In the event that Principal shall fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Obligee to correct Principal's default(s), and having failed to correct such default

(s) within a reasonable time , shall be deemed to be in default fifteen days after receipt of an additional written demand by the Obligee to correct the Principal's default, and the Obligee shall be entitled to enforce any remedy against Surety available to the Obligee including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (I) year from the date of final acceptance by the City. This Bond does not limit the City's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

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

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ___day of _____ 20__.

Contractor

_____

(Contractor Name)

BY: _____

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

SURETY:

_____

_____

Name:

(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be Attached)

By: _____

Name

Attorney-in-Fact

(CORPORATE SEAL)

LIMITED POWER OF ATTORNEY

_____ and _____

(Principal) (Surety)

hereby grants the City Clerk of the City of Delray Beach Power of Attorney to insert the date of execution on the contract, surety bonds to the contract and agreement entitled, _____

_____

In Witness Whereof, we have hereunto set our hand and seal this _____ day of _____, 20__.

_____

Principal (SEAL)

Witnesses:

_____

Surety (SEAL)

_____

Print Name:_____

_____

Print Name:_____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) _____(type of identification) (as identification).

_____

Signature and Stamp of Notary Public

NOTICE OF TENTATIVE AWARD

DATE: _____

TO: _____
(Bidder)

ADDRESS: _____

_____

Invitation to Bid Construction No. 2017-011
SE 2nd Street Improvements
Project No. 13-020

You are notified that your Bid dated_____, for the above Contract has been considered. You are the apparent Successful Bidder. Accordingly, notice is hereby given of the Tentative Award of this contract to you.

The Contract Price of your contract is: $ _____

_____
Dollars

_____
Cents

Five (5) copies of each of the proposed Contract Documents, (except Drawings) accompany this Notice of Tentative Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Tentative Award, that is by_____:

1. You must deliver to the City five (5) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page of each set of Contract Documents.

2. You must deliver with the executed Agreement, Insurance Certificates and the Contract Security Bonds as specified in the Instructions to Bidders and in the General Conditions together with Power of Attorney for use by the City for the purpose of inserting the date of execution of the Contract Surety Bonds and the Agreement, within fifteen (15) calendar days from the date of this Notice to you.

3. You should have the following prepared for the preconstruction conference.

   (a) A preliminary project construction progress schedule.
   (b) An itemized schedule of payment and values.
   (c) A detailed shop drawing submission plan.

Failure to comply with these conditions within the time specified will entitle the City to consider your bid abandoned, to annul this Notice of Tentative Award and to declare your Bid Security forfeited.

Within forty five (45) days after you comply with those conditions, if the contract is approved by the City Commission, the City will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Delray Beach

By: _____
Donald Cooper
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF TENTATIVE AWARD is hereby acknowledged

By: _____

this the _____ day of _____, 20 _____.

By: _____

Title: _____

Copy to: City of Delray Beach
(Use Certified Mail,
Return Receipt Requested)

NOTICE TO PROCEED

DATE: _____

TO: _____
(contractor)

ADDRESS: _____
_____
_____

Invitation to Bid Construction No. 2017-011
SE 2nd Street Improvements
Project No. 13-020

You are notified that the Contract time under the above contract will commence to run on_____ by that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the dates of Substantial Completion and Final Completion are _____and_____ __respectively.

City of Delray Beach, Florida

By:_____
Print Name _____
Title _____

Copy to _____
(Use Certified Mail,
Return Receipt Requested)

cc: Purchasing Manager
Project file (E)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Invitation to Bid Construction No. 2017-011
SE 2nd Street Improvements
Project No. 13-020

Contractor: _____

CONTRACT DATE: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

_____
_____
_____

TO: City of Delray Beach, Florida

AND TO: _____
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of the City, Contractor and Consultant, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

_____
(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by Contractor within _____ days of Substantial Completion.

The responsibilities between the City and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

City: _____

_____

Contractor: _____

_____

The following documents are attached to and made a part of this Certificate:

_____

This certificate does not constitute an acceptance of Work not in accordance with the Contract documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Consultant on _____, 20 __.

By:_____

Title: _____

Contractor accepts this Certificate of Substantial Completion on:

_____, 20__.

By: _____

Title: _____

The City accepts this Certificate of Substantial Completion on:

_____, 20___

By: _____

Title: _____

WARRANTY OF TITLE

(For Periodic Progress Payments)

STATE OF FLORIDA)
) SS Contractor: _____
COUNTY_____)

Invitation to Bid Construction No. 2017-011
SE 2nd Street Improvements
Project No. 13-020

BEFORE ME, the undersigned authority, personally appeared _____ (the "Affiant"), who after being duly sworn, says that he is the "Contractor", pursuant to a Contract (the "Contract") dated _____, 20___, with the City OF DELRAY BEACH, FLORIDA, (the "OWNER"), for the supply of certain labor and/or materials (the "Work"), to certain property, as shown and described in the Contract Documents, subsequent Addenda or Change Orders, and on behalf of the Contractor makes the following warranties:

I. The Contractor warrants that it has fully completely in accordance with the plans and specifications therefore, that portion of the Work, pursuant to the Contract (the "Completed Work") covered by the attached Periodic Progress Payment Request.

II. The Contractor further warrants and represents that:

1. All subcontractors, vendors, material men, suppliers and other parties of whatever kind of nature who are entitled to payment from the Contractor for providing labor and/or materials to the Contractor pursuant to the Contract as of the date in the last previous request for payment have been paid in full and therefore have delivered to the Contractor validly executed Partial Release of claims with respect thereto.

2. Title to all materials and equipment covered by the attached Periodic Pay Request for Payment dated _____, 20__, passes to the City at the time of payment free and clear of all liens.

(Contractor)_____

(Signature)_____

(Title)_____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

_____
Signature and Stamp of Notary Public

FINAL RECEIPT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says as follows:

1. He/she is _____ of _____
(Title) (Name of Corporation or Firm)
a _____ corporation which is named in Construction Contract dated the _____ day of _____, 20__, between said corporation as the Contractor and the City OF DELRAY BEACH, FLORIDA (the City) as the City for the construction of:

Invitation to Bid Construction No. 2017-011
SE 2nd Street Improvements
Project No. 13-020

2. Contractor has fully completed all construction and work under the Contract and Title to all work, materials and equipment under the Contract passes to the City at the time of final payment, free and clear of all liens, and all labors, and material men and subcontractors have been paid in full for performing or furnishing the work, labor or materials under the Contract.

3. Receipt by Contractor of the final payment from City in the amount $_____ shall constitute a full release and discharge by Contractor to the City of all claims or liens of Contractor against City arising out of, connected with, or resulting from performance of the Contract, including full payment for all extra work and material furnished by the undersigned in the construction of said improvements.

4. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

5. This statement under oath is given in compliance with Sections 713.05 and 713.06, Florida Statutes.

Affiant Contractor

Signed and sealed in
the presence of :

By:_____
Print Name:_____
Title: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

_____
Signature and Stamp of Notary Public

PLANS/ATTACHMENTS/ADDITIONAL INFORMATION

LOCATION MAPS
AREAL SHEETS TO FOLLOW STRIPING
DETAILS SHEETS