

APPENDIX A

PROPOSED CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, 2020, by and between the Isle of Palms Special District, in Jacksonville, Florida. (Mail box address: 14286 Beach Boulevard, #19-272 Jacksonville, FL 32250) hereinafter called the DISTRICT, and, _____ a _____ Corporation, located at _____, hereinafter called CONTRACTOR.

DISTRICT 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:

Isle of Palms Maintenance Dredging Project

Article 2. ENGINEER.

Reference to ENGINEER in the Contract Documents shall be the engineer of the DISTRICT. The DISTRICT will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME: LIQUIDATED DAMAGES

- 3.1 The Work shall commence within 90 days of issuance of the notice to proceed. The Work will be Substantially Completed within **12 months** from the date when the Work commences to run as provided under the General Conditions and completed.
- 3.2 Liquidated Damages. The DISTRICT and CONTRACTOR recognize that time is of the essence of this AGREEMENT and that the DISTRICT will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.

The DISTRICT and CONTRACTOR recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the DISTRICT would suffer in the event CONTRACTOR neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the DISTRICT and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the DISTRICT Five Thousand dollars (\$5,000.00) for each day that expires after the time specified in paragraph 3.1 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 DISTRICT, CONTRACTOR shall pay DISTRICT Five Thousand dollars (\$5,000.00) for each day that expires after the

time specified in paragraph 3.1.

Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with General Conditions. Applications for Payment will be processed by DISTRICT as provided in the General Conditions.

- 3.7.1 4.1 Progress Payments. The DISTRICT shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by CONTRACT MANAGER, 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. CONTRACTOR shall submit a Progress Payment affidavit and partial release of lien to the DISTRICT on forms which the DISTRICT may provide an indication that all subcontractors, sub-subcontractors, laborers, materialmen, and suppliers have been paid for the improvements completed. Work will be verified by Post dredge surveys, conducted by the CONTRACT MANAGER. If the post-dredge surveys determine that the work was less than the amount of work measured by the schedule of values, then the difference shall be withheld on the following monthly invoice.
- 3.7.2 No payment will be made for work done in any outside of the area defined by the contract documents. No payment shall be made for Excessive Dredging.
- 4.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to 90% of the Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or the DISTRICT may withhold.
- 4.1.2 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 DISTRICT will be made in an amount equal to 0% as established by the schedule of values.
- 4.2 Final Payment. Upon final completion and acceptance of the Work, the DISTRICT shall pay the remainder of the Contract Price as recommended by CONTRACT MANAGER. Prior to final Payment, the CONTRACTOR must provide the DISTRICT with waivers of any and all claims and liens from the CONTRACTOR and any subcontractors, sub-subcontractors, laborers, and suppliers of materialmen. These waivers are conditions precedent to final Payment. The DISTRICT may withhold amounts it deems necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors, laborers, suppliers of materialmen or others from the final Payment to the CONTRACTOR.

Article 5. SUBCONTRACTS

No more than 51% of the dollar value of the total contract work may be accomplished by subcontractors unless otherwise agreed to by the DISTRICT. The balance of Work must be accomplished by selected CONTRACTOR'S own forces.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the DISTRICT to enter into this AGREEMENT CONTRACTOR makes the following representations:

- 6.1 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 the cost, progress, performance, or furnishing of the Work.
- 6.2 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 Article 4 of the AGREEMENT; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3 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 Article 4 of the General Conditions
- 6.4 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.
- 6.5 CONTRACTOR has given DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by CONTRACT MANAGER is acceptable to CONTRACTOR.

Article 7. REIMBURSEMENT OF ENGINEER EXPENSES

Should the completion of this CONTRACT be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the DISTRICT for all expenses of ENGINEERING and inspection incurred by the DISTRICT during the period between said specified or adjusted time and the actual date of final completion. All such expenses for ENGINEERING and inspection incurred by the DISTRICT will be charged to the CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this CONTRACT. Said expenses shall be further defined as ENGINEER charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 8. CONTRACTOR'S PUBLIC RECORDS OBLIGATIONS:

Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR as an agent of the DISTRICT, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes (“Public Records”), that ordinarily and necessarily would be required by the DISTRICT in order to perform the Work contemplated by this CONTRACT; (b) provide the public with access to Public Records, on the same terms and conditions that the DISTRICT would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the DISTRICT all public records in possession of the CONTRACTOR within thirty (30) days after the termination of this CONTRACT, however, terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the DISTRICT with a letter confirming that this has been done within thirty (30) days of the termination of this CONTRACT. All Public Records stored electronically must be provided to the DISTRICT in a format that is compatible with the information technology of the DISTRICT. If CONTRACTOR does not comply with a public records request, the DISTRICT may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which the CONTRACTOR is acting as an agent of the DISTRICT.

Article 9. DISPUTE RESOLUTION WITH DISTRICT

9.1 The CONTRACTOR shall submit all proposed change orders to the CONTRACT MANAGER, to be presented to the DISTRICT. Within three (3) days after denial of a CONTRACTOR’s change order or Contract modification request by the CONTRACT MANAGER the CONTRACTOR may submit to the DISTRICT, documentation of the CONTRACTOR’s position in the dispute or disagreement. The DISTRICT, within five (5) days following the next scheduled DISTRICT Board Meeting after the receipt of the CONTRACTOR’s documentation, shall review the request and make a final determination as to whether the denial was arbitrary or capricious based upon the sufficiency of the work under the terms of the Contract, applicable regulations, and relevant construction standards. Based upon the sufficiency and degree of completion, as well as any defects in the work and the amount reasonably required, if any, to correct or repair defective work, the reviewer shall make the final determination as to whether a written change order or Contract modification should be approved by the DISTRICT.

9.2 If the denied request or disputed amount exceeds the DISTRICT’s purchasing authority, ~~the~~ the CONTRACT MANAGER shall present a report, recommendation, and the CONTRACTOR’s claim and documentation, to the DISTRICT for a final determination within thirty (30) days after ~~receiving~~ receiving the CONTRACTOR’s documentation for the claim. The DISTRICT shall make its decision

9.3 Within thirty (30) days after the denial of a request for a change order or Contract modification by the ENGINEER involving 1) an amount in excess of the DISTRICT’s expenditure authority or 2) for the amount the CONTRACTOR claims to be due at the time the project is ready for beneficial use, the DISTRICT may, at the DISTRICT’s option in lieu of the procedure specified in above, submit the dispute to a mediator with knowledge or experience in construction management, as agreed upon by the parties. Upon referral to a mediator, the DISTRICT and CONTRACTOR shall each pay half the estimated cost of the mediator, upfront. Within fifteen (15) days after the date of submittal, the mediator, applying the standards set forth above, shall investigate the dispute and submit a written recommendation for disposition of the dispute to the DISTRICT or a designee with the qualifications specified above. Based on the standards set forth above, the DISTRICT shall decide whether to grant or deny, in whole or in part, the amounts recommended by the mediator. The DISTRICT’s decision will be deemed final action on the disputed claim for

the purposes of ripening the decision for judicial review. If the mediator recommends that no change order or Contract modification be granted, the CONTRACTOR shall reimburse the DISTRICT for any amounts paid by the DISTRICT to the mediator.

- 9.4 The deadlines for completing the dispute process described above may be extended by mutual agreement of the CONTRACTOR and the DISTRICT.

Article 10 DISPUTE RESOLUTION WITH HOMEOWNERS

Disputes between individual homeowners and the CONTRACTOR for work done outside of the designated project area pursuant to a contract between an individual homeowner and the CONTRACTOR shall be addressed in the manner that follows. CONTRACTOR shall be initially and primarily responsible for resolving any disputes regarding work done outside of the designated project pursuant to separate agreement. The CONTRACTOR will notify the CONTRACT MANAGER with thirty (30) days of any agreements between CONTRACTOR and a homeowner. If the CONTRACTOR is unable to resolve such a dispute within thirty (30) days following receipt of written notice from the homeowner describing the basis for and amount of the claim, then the claim shall be submitted to the District's CONTRACT MANAGER for review. The District's CONTRACT MANAGER shall review the claim and shall have authority to finally resolve claims for an amount not exceeding a total value of \$5,000, without further action by the District, provided all parties execute full releases. If the District's Contract Manager is unable to resolve the claim within thirty (30) days of receipt of the claim, the claim will be reviewed by the District's Board of Supervisors ("Board") for the purpose of resolving the claim. If the Board is unable to resolve the claim within sixty (60) days of receiving the claim, the homeowner may then pursue such legal remedies as are available to the homeowner regarding the claim against the CONTRACTOR.

Article 11. MISCELLANEOUS:

- 11.1 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 explicitly 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.
- 11.2 The DISTRICT 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.
- 11.3 Additional work, changes to the CONTRACT price, or CONTRACT Time, is subject to the DISTRICT's prior written approval. The ENGINEER has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra Work, changes in the CONTRACT Time, or Change Orders.
- 11.4 Headings and References; Incorporation of Exhibits: The headings contained in this AGREEMENT are inserted for the convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this AGREEMENT. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this AGREEMENT.
- 11.5 Counterparts: This AGREEMENT may be executed in two or more counterparts, each of

which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

- 11.6 Entire AGREEMENT; Amendment and Waiver: This AGREEMENT (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written AGREEMENTs heretofore made relating to the subject matter hereof and, except for written AGREEMENTs, if any, executed and delivered simultaneously with or subsequent to the date of this AGREEMENT, constitutes the entire AGREEMENT of the parties relating to the subject matter hereof. This AGREEMENT may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this AGREEMENT shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this AGREEMENT.
- 11.7 Successors and Assigns: This AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 11.8 Governing Law; Consent to Jurisdiction: This AGREEMENT shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the jurisdiction of the United States District Court for Duval County Florida, for the purposes of any suit, action or other proceeding arising out of, or relating to, this AGREEMENT; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceedings, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this AGREEMENT or the subject matter hereof may not be enforced in or by such courts.
- 11.9 No third Party Beneficiary Rights: This AGREEMENT shall create no rights or claims whatsoever in any person other than a party hereto.
- 11.10 Severability: If any one or more of the provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 11.11 The DISTRICT shall appoint a CONTRACT MANAGER who shall have authority to approve changes to the AGREEMENT, which shall be in writing.
- 11.12 CONTRACTER shall appoint a PROJECT MANAGER, who shall have the authority to approve changes to the AGREEMENT, which shall be in writing, and who shall direct the WORK

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have caused this AGREEMENT to be executed the day and year shown below.

This AGREEMENT will be effective on

ISLE OF PALMS SPECIAL DISTRICT, FLORIDA

CONTRACTOR: _____

By: _____
Special District (Sign)

By: _____
(Signature)

(Type or Print)

(CORPORATE SEAL)

Attest: _____
Special District Secretary

Reviewed and approved:

DISTRICT Attorney (Sign)

Address for giving notice to the DISTRICT

Address for giving notices

Isle of Palms Special District Mailbox
14286 Beach Boulevard
#19-272
Jacksonville, Florida 32250

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation attach evidence of authority to sign.)

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CORPORATE ACKNOWLEDGMENT

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) (as identification) and did/did not) take an oath.

Signature of Person Taking
Acknowledgment

Name of Acknowledger Typed,
Printed or Stamped

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CERTIFICATE AS TO CORPORATE PRINCIPAL

STATE OF FLORIDA)
) SS
COUNTY OF)
_____)

I HEREBY CERTIFY that a meeting of the Board of Supervisors of _____,
a corporation under the laws of the State of _____ held on _____, 2020 the
following resolution was duly passed and adopted:

"RESOLVED",
that _____,as _____
President of the corporation, be he/she is hereby authorized to execute the AGREEMENT dated
_____, 2020, between the District, Florida, and this Corporation, and that
his/her execution thereof, attested by the Secretary of the Corporation and with corporate seal af-
fixed, 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 _____, 2020.

Signature of Secretary

(Print or Type)

(Seal)

Subscribed and sworn to before me this _____ day of _____, 2020

Notary Public

My Commission Expires: _____

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FLORIDA PERFORMANCE BOND

BOND NO.: _____

AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____

hereinafter called the CONTRACTOR (Principal), and _____ a duly organized corporation, nationally recognized surety company licensed and/or registered to engage in the surety business in the State of Florida and enter into AGREEMENTs of surety with a resident agent licensed and having an office in Florida and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, are held firmly bound unto the District, Florida as OWNER (Obligee), in the sum of: _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER. The CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows: In the event of a default by the CONTRACTOR, the Surety shall assume all obligations of the CONTRACTOR under the contract documents including assuming all warranties, providing all as-built drawings, meeting all indemnification and insurance requirements, Payment of royalties and license fees, providing for the safety of persons and property and all other obligations of the CONTRACTOR under the contract documents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS the CONTRACTOR has executed and entered into a particular CONTRACT hereto attached with the OWNER, dated _____, 2020, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said CONTRACT and the Plans, Drawings, and Specifications prepared by the Owner's, all of which are made a part of said CONTRACT by certain terms and conditions in said CONTRACT more particularly mentioned, which CONTRACT, consisting of the various CONTRACT Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and entirely as if said CONTRACT Documents were set forth herein, for a project entitled as:

Isle of Palms Maintenance Dredging Project

NOW, THEREFORE, the conditions of this obligation are such that if the above-bounded CONTRACTOR shall in all respects fully, promptly, and faithfully comply with the terms and conditions of said CONTRACT Documents (which include the Plans, Drawings, Specification, and conditions as prepared by said ENGINEER, Invitation to Bid, Instructions to Bidders, the CONTRACTOR'S bid as accepted by the above OWNER, the Bid and CONTRACT Performance and Payment Bonds, all Addenda, if any, issued prior to the opening of bids and change orders), and shall indemnify and save harmless above OWNER against and from all costs, expenses, damages, including but not limited to damages for a delay due to CONTRACTOR'S default, attorney's fees, including appellate proceedings, injury, or loss of which said OWNER might be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure to petition within the prescribed time, delay or default, including patent infringements, on the part of said CONTRACTOR, his agents, or employees, in the execution or performance of said CONTRACT; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said CONTRACT, including any and all guarantee periods as mentioned explicitly in said CONTRACT Documents;

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the CONTRACT or to the Work to be performed, or materials to be

furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said CONTRACT shall effect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, an extension of time, alterations, or additions of the terms of the CONTRACT, or to the Work, or to the Drawings and Specifications or any other changes, compliance or noncompliance to the terms of the Contract as to the Work or to the Specification. The Surety shall be responsible for the delay, damages, or liquidated damages due to CONTRACTOR'S default and consequential damages for Surety's failure to fulfill its responsibilities as set forth herein.

Any suit under this Bond must be instituted within five years from the date the cause of action accrued.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument in two (2) original counterparts this _____ day of _____, 2020 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

CONTRACTOR (PRINCIPAL)

(Firm Name)

By

(Signature)

Attest

(Print or type)

(Seal)

Surety

ATTEST

By _____

(Affix Corporate Seal Here)

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CORPORATE ACKNOWLEDGMENT

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) (as identification) and did/did not) take an oath.

Signature of Person Taking
Acknowledgment

Name of Acknowledger Typed,
Printed or Stamped

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FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____
hereinafter called the CONTRACTOR (Principal), and

_____ a duly organized corporation, nationally recognized surety company licensed and/or registered to engage in the surety business in the State of Florida and enter into AGREEMENTs of surety with a resident agent licensed and having an office in Florida and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, are held firmly bound unto the District as OWNER (Obligee), in the sum of:

Dollars (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER. The CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain CONTRACT hereto attached with the OWNER, dated _____, 2020, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said CONTRACT and the Plans, Drawings, and Specifications prepared by the Owner's, all of which is made a part of said CONTRACT by certain terms and conditions in said CONTRACT more particularly mentioned, which CONTRACT, consisting of the various CONTRACT Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said CONTRACT Documents were set forth herein, for a project entitled as:

Isle of Palms Maintenance Dredging Project

NOW, THEREFORE, the conditions of this obligation are such that if the above bounded CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the Work provided for in said CONTRACT in accordance with Florida Statutes, Section 255.05 or Section 713.23; then this obligation shall be null and void and of no further force and effect; otherwise to remain in full force and effect;

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the CONTRACT or to the Work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said CONTRACT shall effect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, an extension of time, alterations, or additions of the terms of the CONTRACT, or to the Work, or to the Drawings and Specifications or any other changes, compliance or noncompliance to the terms of the CONTRACT as to the Work or to the Specifications. The claimant shall give written notice to the CONTRACTOR and to the Surety as requested by Florida Statutes, Section 255.05, or Section 713.23. Any actions against the CONTRACTOR or the Surety shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument in two (2) original counterparts this _____ day of _____, 2020 the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its under- signed representative, pursuant to the authority of its governing body.

CONTRACTOR

(Firm name)

By _____
(Signature)

Attest

(Type or print)

(Seal)

Surety

ATTEST:

By _____

(Affix Corporate Seal Here)

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CORPORATE ACKNOWLEDGMENT

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) (as identification) and did/did not) take an oath.

Signature of Person Taking
Acknowledgment

Name of Acknowledger Typed,
Printed or Stamped

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NOTICE OF AWARD

Dated: _____, 2020

TO:

(Bidder)

ADDRESS:

Isle of Palms Maintenance Dredging Project

You are notified that your Bid dated _____ or the above CONTRACT has been approved by the DISTRICT Commission. You are the Successful Bidder. Accordingly, notice is hereby given of the Award of this contract to you.

The CONTRACT Price of your contract is \$ _____

Two (2) copies of each of the proposed Contract Documents, (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award that is by _____ (date):

1. You must deliver to the DISTRICT two (2) fully executed counterparts of the AGREEMENT, including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover 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 within fifteen (15) calendar days from the date of this Tentative Notice to you.
3. You should also 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 DISTRICT to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within forty-five (45) days after you comply with those conditions, the DISTRICT will return to you one fully signed counterpart of the AGREEMENT with the Contract Documents attached.

District

By: _____
Agent (Sign)

Agent (Print)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By (CONTRACTOR Name) _____

this _____ day of _____, 2020

By (Signature) _____

Print Name and Title _____

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NOTICE TO PROCEED

Dated _____

TO: _____
(CONTRACTOR)

ADDRESS: _____

Isle of Palms Maintenance Dredging Project

You are notified that the Contract time under the above contract will commence to run on _____, 2020.

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.

District

By: _____
Agent (Sign)

Agent (Print)

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Isle of Palms Maintenance Dredging Project

CONTRACTOR: _____

CONTRACT DATE: _____

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

TO: Isle of Palms Special District

AND TO: _____
(CONTRACTOR)

The Work to which this Certificate applies has been inspected by authorized representatives of the DISTRICT, CONTRACTOR and ENGINEER, 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 the 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 DISTRICT and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:
RESPONSIBILITIES

DISTRICT: _____

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 ENGINEER on _____, 2020.

By: _____

Title: _____

CONTRACTOR accepts this Certificate of Substantial Completion on:

_____, 2020.
(CONTRACTOR)

By: _____

Title: _____

The DISTRICT accepts this Certificate of Substantial Completion on:

_____, 2020.
(DISTRICT)

By: _____

Title: _____

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AFFIDAVIT AND PARTIAL RELEASE OF LIEN
ADD SUBCONTRACTORS

STATE OF FLORIDA)
) SS CONTRACTOR: _____
COUNTY OF DUVAL)
)

Isle of Palms Maintenance Dredging Project

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 _____, 2020 with the DISTRICT, (the "OWNER"), for the supply of certain labor and/or materials (the "Work"), to certain property, as shown and described in the Contract, subsequent Addendums or Change Orders, and on behalf of the CONTRACTOR makes the following warranties:

I. The CONTRACTOR represents and 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, materialmen, suppliers, persons, firms and other parties of whatever kind of nature who are entitled to Payment from the CONTRACTOR for providing labor, services and/or materials to the CONTRACTOR, pursuant to the Contract, 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 _____, 2020, passes to the DISTRICT at the time of Payment by the DISTRICT to the CONTRACTOR, free and clear of all claims and liens of any type.

3. This Affidavit and Partial Release of Lien is made by affiant with full knowledge of the applicable laws of Florida.

4. The affiant herein does hereby represent that he has the authority to execute this Partial Release of Lien for and on behalf of the CONTRACTOR, as set forth above.

(CONTRACTOR)

(Signature)

(Title)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2020.

(SEAL)

Notary Public, State of Florida
My Commission Expires: _____

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CONTRACTOR'S FINAL AFFIDAVIT

And
RELEASE OF LIEN RIGHTS

STATE OF FLORIDA)
)
COUNTY OF DUVAL) SS
)

BEFORE ME, the undersigned authority, personally appeared _____, 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 DISTRICT, FLORIDA (the DISTRICT) as the OWNER for the construction of:

Isle of Palms Maintenance Dredging Project

2. CONTRACTOR has fully completed all Work required under the Contract and that all persons and firms who furnished materials, labor, and/or services incident to the completion of said Work have been paid in full, and Title to all Work, materials, and equipment under the Contract passes to the DISTRICT at the time of final Payment, free and clear of all claims and liens.
3. The CONTRACTOR for and in consideration of final Payment to CONTRACTOR, and all previous payments paid by the DISTRICT to CONTRACTOR, does hereby for and on behalf of CONTRACTOR, waive, release, remise, and relinquish the CONTRACTOR'S right to claim, demand or impose a lien or liens for Work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by the DISTRICT on which improvements or Work have been completed in connection with the aforementioned Contract.
4. The affiant herein makes this Affidavit and Final Release of Lien Rights for the express purpose of acknowledging receipt of final Payment to the CONTRACTOR of all amounts due to CONTRACTOR on account of the Contract.
5. 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.
6. This Affidavit and Final Release of Lien Rights is made by affiant with full knowledge of the applicable laws of the State of Florida.
7. The affiant herein does hereby represent that he has the authority to execute this Final Release of Lien Rights for and on behalf of the CONTRACTOR, as set forth above.

Affiant CONTRACTOR

Signed and sealed in
the presence of

Signature

Title

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by _____ who is personally known/produced
_____ as identification.

Notary Signature

(SEAL)

Print Name _____

My Commission Expires: _____

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