



PROSPERITY VILLAGE COTTAGE HOMES PROJECT

Invitation for Bids 22-CH-PAINTING

Date, May 1, 2022

Key Information:

Pre-bid Meeting Times: May 10, 2022 @ 10am
May 11, 2022 @ 10am
Pre-bid Meeting Location: 4531 Clemens St
Lake Worth, FL 33463

***Sealed Bids Due: June 2, 2022 by 2pm**
Sealed Bids Delivery Address: Hand-delivery, or courier to:
West Palm Beach Housing Authority
Attn: Joel Hatcher, IFB 22-CH-PAINTING
3700 Georgia Avenue
West Palm Beach, FL 33405

*Sealed bid means one (1) signed ORIGINAL bid in hard copy form, delivered in a package or envelope that is enclosed/taped, to be unsealed only after the bid due date/time, and only by the WPBHA, in response to this solicitation. Late deliveries will not be opened or considered.

PROJECT ADMINISTRATION:

Owner/Building Contractor/
Construction Management: West Palm Beach Housing Authority (WPBHA);
(CBC1258445)

Architect: REG Architects, Inc. (License #AA0002447)

Civil Engineer: Engenuity Group, Inc. (License #7095; L6603)

Landscape Architect/Planning: Schmidt Nichols (License #LC26000232)

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ATTACHMENTS AND RELATED CONTRACT DOCUMENTS:

EXHIBIT A – SCOPE OF WORK	Reference
EXHIBIT B - NON-COLLUSIVE AFFIDAVIT	Complete
EXHIBIT C – REFERENCES	Complete
EXHIBIT D - CONSTRUCTION PLANS INDEX	Initial each pg.
EXHIBIT E – FORM OF CONTRACT	Reference
EXHIBIT F – FORM AIA G702/703 APPLICATION AND CERTIFICATE FOR PAYMENT	Reference
EXHIBIT G – RELEASE OF LIEN (CONDITIONAL PARTIAL)	Reference
EXHIBIT H – RELEASE OF LIEN (UNCONDITIONAL PARTIAL)	Reference
EXHIBIT I – RELEASE OF LIEN (CONDITIONAL FINAL)	Reference

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**SECTION I
INVITATION FOR BIDS SUMMARY**

INVITATION FOR BIDS

**COTTAGE HOMES
PROJECT
IFB-22-CH-PAINTING**

PROJECT BACKGROUND:

The West Palm Beach Housing Authority (WPBHA), is party to a Developer/Operator Agreement with Palm Beach County (PBC) to build, own and operate a residential development for persons and families experiencing homelessness, consisting of seventeen (17) detached single family homes and a resident community center. The project is being funded with penny infrastructure sales tax dollars specifically allocated to this project.

SIGNED AND SEALED BIDS

The West Palm Beach Housing Authority (WPBHA, the "Authority" or "Contractor"), as Owner/Builder (CBC1258445), is seeking written, signed and sealed, firm-fixed bids from qualified, licensed and financially-capable Subcontractors, for the provision of the **PAINTING** portion of the project. Only bids from subcontractors who are qualified, experienced and locally-licensed to perform PAINTING, will be accepted. A full Scope of Work in supplement to the Construction Plans is shown in **Exhibit A** of this solicitation. Please see the cover page of this solicitation for applicable dates and times for pre-bid meeting(s) and for due dates, times and location, times for sealed bids.

Construction Plans (the "plans") have been approved by Palm Beach County, and shall be included in final form, or referenced in final form, in each approved Subcontract.

Subcontractors are required to submit bids that are inclusive of the requirements of any and all plans affecting the particular Sub-trade for which is being bid, and only after consideration of the Scope of Work and associated specifications as shown in this solicitation and as provided in the construction plan.

Inspections of the worksite shall be made available to interested bidders prior to the bid date and time, and it is highly recommended that bidders attend any pre-bid meetings and site inspections, to insure they are familiar with the location, the plan layout and any restrictions that the site may hold as it relates to egress, equipment sizing, material-loading, or any other matter that may affect bids.

Subcontractors/Vendors shall be responsible for the procurement, transportation, storage and safekeeping of all equipment and materials, as well as for providing a sufficiently-trained and experienced workforce, as to not unduly delay the construction schedule.

All materials, appliances, equipment/assemblies, etc., installed as part of this project

shall be new and/or newly manufactured (or equipment using recycled components), whether the item is directly specified or not in the construction plans and/or Scope of Work. Where not specified, materials and equipment must be of a high grade of quality for its intended use, and of a make and condition acceptable to the West Palm Beach Housing Authority.

BID PREPARATION AND SUBMISSION

Bid submittal shall consist of ONE ORIGINAL sealed bid (as defined on cover page), in original ink. Please include a copy of the entire solicitation, including all Exhibits, and items referenced in Section VII (Required Documentation), which should be used as a checklist to insure your bid is complete before sealing and delivering.

- (a) **Bids must be received by June 2, 2022 at 2pm EST.** Any bid received after that date and time will not be considered. Whether a bid was received on time is in the sole determination of the WPBHA.
- (b) **Bids are to be delivered by:** hand, courier or shipping provider, such that it arrives prior to the date/time referenced above.
- (c) **Bids are to be delivered as follows:**
 - West Palm Beach Housing Authority
 - Attn: Joel Hatcher, IFB-22-CH-PAINTING
 - 3700 Georgia Avenue
 - West Palm Beach, FL 33405
- (d) **The WPBHA** shall be the sole determinant as to whether a bid is considered responsive to the solicitation, submitted from a responsible Subcontractor, and accepted or rejected.
- (e) **Bid Protests** shall be handled as shown in the Protest portion of this Section, further below.

BID BOND (only applicable if your bid is \$200,000 or more)

As a condition of responsiveness to this solicitation, if the bidder's firm-fixed bid is \$200,000 or more, then the bidder is required to provide, as a guarantee of its intent to contract and properly bond the work described herein, a bid guarantee in the form of a cashier's check, money order or bid bond/surety, payable to the WPBHA. The amount of the guarantee shall be equal to at least **5% of the bidder's firm-fixed bid price**. If a bid bond is provided, the Surety must be a company recognized to execute bid bonds for contracts with the Federal Government. The bid guarantee will be held until the required construction bond is provided and accepted by the WPBHA. At that time, the bid bond shall be returned to the bidder or otherwise become void.

CONSTRUCTION BOND

If the selected Subcontractor's firm-fixed bid price is \$200,000 or more, the Subcontractor shall be required as part of the contract award, to furnish 100% Performance and Payment Bonds as a condition of performing and an assurance of completing the work. The bonds must be obtained from a guarantee or surety company acceptable to the U.S. Government

and authorized to do business in the State of Florida. Further, the payment and performance bond/bonds must be in compliance with Section 255.05, Florida Statutes. WPBHA and Palm Beach County shall be listed as co-obligees on the payment and performance bond(s).

U.S. Treasury Circular Number 570 (<https://www.fiscal.treasury.gov/surety-bonds/circular-570.html>), lists companies approved to act as sureties on bonds securing Government contract, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Individual Sureties shall not be considered.

ELIGIBLE SUBCONTRACTORS

As it applies to IFB-22-CH-PAINTING, the WPBHA will only accept bids from companies or individuals which are qualified, experienced and locally-licensed to provide PAINTING.

Other trades required of this project will/may require State-issued licensing applicable to the work, or if not a State-licensed trade, a Certificate of Competency issued from a local jurisdiction, or a local license to perform the work to which is being bid. These will be supplemented by references shown in Exhibit C of the solicitation to substantiate determine "responsive and responsible" bidder for that particular trade. In all cases, a copy of the VALID license/certificate must be included in your bid if the solicitation requires it.

In all cases, the aforementioned license (or Certificate of Competency, local license, etc.,) must be issued in the same name as the Bidder to qualify (dba's are accepted, as long as the bid is in the name of the dba, and the dba is properly insured). Interested firms must be ethically, technically and financially responsible to be considered for a contract award pursuant to this solicitation. *Time is of the essence* in the performance of the contract. Although all permits necessary to commence bid-out are already received, the awarded Subcontractor will be required to immediately submit for all subsequent, trade-specific, and/or supplemental permits (or Contractor name change), which are required or may be needed prior to the commencement of the work to which the bid was submitted. The Subcontractor shall be required to commence work once the contract is fully-executed and a Notice to Proceed has been issued.

ACCEPTANCE/REJECTION OF BIDS

The West Palm Beach Housing Authority reserves the right to reject any or all bids or to waive any informality in the bidding, or to cancel the solicitation and re-bid. The West Palm Beach Housing Authority shall be the final determinant as to whether a bid is responsive and responsible. Bids may be held by the West Palm Beach Housing Authority for a period not to exceed Ninety (90) days from the date of bid opening, prior to awarding the contract.

QUESTIONS

Construction or administrative-related bid questions shall be directed to Joel Hatcher, Director of Construction at jhatcher@wpbha.org. All questions shall be in writing, and answers to questions shall be provided in writing and posted on the WPBHA website as to be available to all interested bidders.

Questions must be submitted 4pm on May 26, 2022 to be considered for a response. All questions must be submitted in writing, and answers shall subsequently be posted with answers, for consideration of all interested parties. No verbal questions or answers shall be accepted or provided. For clarification on these requirements, please email or call at (561) 655-8530 X1401.

HOW TO RECEIVE/DOWNLOAD BID PACKAGE

This Invitation for Bid and associated documents (the "Bid Package") shall be posted in downloadable/printable fashion, on the WPBHA's web page at www.wpbha.org, under the Business Tab along the top of the page. All solicitations for the Cottage Homes Project can be found under the Cottage Homes header. All solicitations shall have their own, unique Solicitation Number (ex. 22-CH-PAINTING).

BID PROTESTS

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of the West Palm Beach Housing Authority Procurement Policy. Any protest against a solicitation must be received before the due date for the receipt of bids, and any protest against the award of a contract must be received within ten (10) calendar days after the contract receives notice of the contract award (also known as Recommendation of Award), or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer (Executive Director) or designee, who shall issue a written decision on the matter. The Contracting Officer may, at her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.

PROJECT LOCATION

The project itself will be built on two vacant parcels in unincorporated Palm Beach County as follows:

- **3563 Cottage Oaks Ln** (formerly 3551 S. Military TI), PCN: 00-42-44-24-07-002-0070
- **4531 Clemens St** (formerly 4521 Clemens St), PCN: 00-42-44-24—07-001-0010

PERMITS AND APPROVALS:

All Building and Civil Engineering Permits and approvals necessary to commence the construction bid-out of this project have been received, and construction plans are at 100%. Construction plans will be posted along with this solicitation, and made available to all interested and qualified construction subcontractors. All trade-specific permits shall be the responsibility of the selected subcontractor.

To that end, it is the WPBHA's intention to seek qualified, licensed, and financially-capable construction subcontractors to submit firm-fixed bids or quotes as applicable, in response to various construction trade Invitations For Bids and/or Requests for Quotes, as may apply to the specific trade.

END OF SECTION

SECTION II SPECIFICATIONS

A. SUBCONTRACTOR REQUIREMENTS – PAINTING SUBCONTRACTOR

1. As referenced earlier in this solicitation, all bidders must meet the definition of “Eligible Subcontractors” for the bid to be considered. Each solicitation has its own requirements: Following is the specific licensing requirement for the PAINTING Subcontractor:
 - a. The PAINTING Subcontractor must be a qualified, experience and locally-licensed, provider of PAINTING.
 - b. The PAINTING Subcontractor must have sufficient financial stability, experience, and equipment to perform the scope of work as detailed in this solicitation and as found in the associated Construction Plans.
 - c. If the value of the subcontract exceeds \$200,000, The PAINTING Subcontractor must be able to provide a Bid Surety and follow-on Construction Performance and Payment bond(s), if awarded the contract.
 - d. The PAINTING Subcontractor must be able to meet the insurance requirements referenced in the Insurance Section of this Solicitation.
2. All work to be accomplished hereunder shall be conducted in strict compliance with safety regulations and guidelines including OSHA requirements and any state or local requirements.
3. The Subcontractor shall furnish all supervision, **temporary gas operated electric power generator**, technical personnel, labor supplies/materials, sub-permits, inspections, machinery, tools, equipment, and services including utility and transportation services to perform and complete all work required for the project. Temporary water will be provided on-site.
4. The Subcontractor will be responsible for having a competent Superintendent on the job at all times. The subcontractor will be responsible for the care and handling of materials and equipment on the work site. The subcontractor shall be responsible for any damage to his work or equipment from the date of agreement to the date of acceptance of his work and shall make good any damage or loss during that period without additional cost to the Authority.
5. The WPBHA/Contractor will furnish/obtain the following items:
 - a. Portable sanitary facilities for employees and subcontractors’ employees.
 - b. Primary Building Permits. All subcontractors are responsible for their own sub-permits as further specified in A.7 below.
6. All trash and debris shall be disposed of in accordance with applicable law and regulation. Use of WPBHA or surrounding communities’ trash receptacles is prohibited. The WPBHA will provide an appropriately-sized dumpster/roll-off for trash and construction debris.
7. Any required Subcontractor sub-permits shall be provided and paid for by the Subcontractor and copies of all appropriate permits shall be submitted to WPBHA prior to commencement of work. No payment will be processed unless these

permits are on file with the WPBHA. Additionally, all required permits and notices shall be posted at the job site in a conspicuous location.

8. It is the responsibility of the Subcontractor to promptly notify the Palm Beach County for the appropriate inspections. Copies of approved Palm Beach County Inspection reports must be submitted to the WPBHA within five (5) days of the City inspection. No payment will be processed without the appropriate inspection report(s).
9. The Subcontractor shall notify the WPBHA in writing if any part of the work fails Palm Beach County's inspection procedures. Please include the reason it failed and steps being taken to correct it.
10. The job will be considered complete when all approved City final inspections have been submitted to WPBHA for review and WPBHA has performed a final acceptance inspection and accepted the completed product.
11. Subcontractor shall schedule work during normal working hours, unless specifically approved by the WPBHA.
12. The Subcontractor's point of contact for all issues during performance is _____.

B. SCOPE OF WORK – PAINTING

Please see Exhibit A, attached to this solicitation, for the Scope of Work applicable to this requirement.

C. INSPECTION OF WORK

1. Should any work items require permits, it will be the Subcontractors' responsibility to acquire necessary permits and pay all required fees.
2. All work will be subject to inspection by the WPBHA Construction Project Manager, Joel Hatcher at all times, but such inspection shall not relieve the Subcontractor from any obligation to perform said work in accordance with the specifications, the construction plans, or any other modification thereof, as hereby provided. Work not done strictly in accordance with the specifications shall be corrected and made good by the subcontractor whenever so ordered by the WPBHA, without reference to any previous oversight or error in inspection and at no additional cost to the WPBHA.
3. Please also refer to Section A. paragraphs 9-12

D. OTHER SUBCONTRACTOR RESPONSIBILITIES

1. Subcontractors awarded contracts under this project shall be responsible for their own

equipment, vehicles and materials, such that the construction site is reasonably protected during construction hours, as well as non-working hours. The WPBHA may provide rotating physical security, but nevertheless, the Subcontractor shall ensure that its equipment and materials are satisfactorily stored and secured during the construction process, and prior to leaving each day, such that the items will not be damaged or vulnerable to theft.

2. The Subcontractor shall insure that the workplace is organized and tidy during construction and prior to leaving each day, in accordance with industry standards.
3. It is the subcontractor's responsibility to know the local code requirements and the bid shall reflect that knowledge of the code.
4. At all times, the Subcontractor shall coordinate with Joel Hatcher regarding all incremental and final inspections required by the building department, in the performance of the required work.

E. EXTRA WORK

Any extra work required in addition to that covered by these Specifications and the associated construction plans, shall be done at a price agreed by the Owner/Contractor and Subcontractor. All extra work must be authorized in writing by the West Palm Beach Housing Authority prior to commencement of the extra work, and shall be made part of a Change Order to the Contract.

F. SUBCONTRACTING

None of the services covered by this Subcontract shall be further subcontracted without the prior written consent of the WPBHA. The awarded Subcontractor shall be as fully responsible to the WPBHA for the acts and omissions of its own employees or independent contractors engaged in work on the project under control of the Subcontractor, or any of its sub-tier Subcontractors, and persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Subcontractor. All terms, conditions and requirements "flow-down" from the Subcontractor to the lower tier Subcontractors. The Subcontractor shall insert in each subcontract appropriate provisions requiring compliance with all of the requirements in this solicitation and in the main Subcontractor's Agreement with the WPBHA.

END OF SECTION

**SECTION III
LOCATION AND CONTRACT TERM**

A. ADDRESSES

The project itself will be built on two vacant parcels in unincorporated Palm Beach County as follows:

- **3563 Cottage Oaks Ln** (formerly 3551 S. Military Trl), PCN: 00-42-44-24-07-002-0070
- **4531 Clemens St** (formerly 4521 Clemens St), PCN: 00-42-44-24—07-001-0010

B. CONTRACT TERM

Time is of the essence on this project. By submitting a bid, Subcontractor understands and accepts that once notified by the WPBHA of the start date, it will mobilize and be fully staffed with the requisite labor force, equipment, assemblies, tools and material, and be capable of commencing work immediately.

No work shall commence without a fully-executed Subcontract Agreement, receipt of a Construction Schedule from the Contractor, receipt of all necessary permits, and a Notice to Proceed. See Exhibit E, for Form of Contract.

Coordination with the Contractor is critical at all times, to insure that work progresses as scheduled, and that any necessary changes in the work schedule can be shared with other subcontractors. Additionally, customary coordination and courtesy between Subcontractors on the jobsite is expected and encouraged to facilitate a respectful, workmanlike and efficient project.

END OF SECTION

SECTION IV
REQUIREMENTS PER DEVELOPER/OPERATOR AGREEMENT
FOR INCORPORATION INTO ALL CONSTRUCTION SUBCONTRACTS

- The Subcontractor understands and acknowledges that the WPBHA has a Developer & Operator Agreement, dated January 12, 2021 with Palm Beach County, Florida for the development and construction of the Cottage Homes Project (“County Agreement”). The WPBHA has entered into this Contract with Subcontractor in furtherance of the County Agreement and the County shall be an intended third party beneficiary to this Contract, is entitled to the rights and benefits hereunder and may enforce the provisions of the Contract as if it were a party, including the right to sue and enforce this Agreement as if it were a signatory hereto.
- In the event the County Agreement with the WPBHA is terminated and the Facility and Site revert to the County, the Contract may be assigned to the County and Subcontractor expressly agrees to said assignment.
- Subcontractor agrees that any and all Project documents generated pursuant to the County Agreement and this Contract shall be delivered to the County upon its request.
- If applicable, to the extent that Subcontractor sub-subcontracts any of the Work provided for herein, the County shall be an intended third party beneficiary of said sub-subcontract and Subcontractor shall provide for the same therein and provide that the said sub-subcontract may be assigned to the County. Any such sub-subcontract shall also provide for 1) insurance in amounts equal or greater than those listed herein; 2) name the County as an additional insured on such insurance policies of the sub-subcontractor; 3) indemnify and hold harmless the County; and 4) require that the sub-subcontractor deliver to the County any documents and materials prepared by the sub-subcontractor, when requested by the County
- The County Representative shall be the following person, unless otherwise notified in writing by the WPBHA:

Fernando Del Dago, AIA, LEED AP BD+C
Director-Capital Improvements Division
Palm Beach County FD&O
2633 Vista Parkway
West Palm Beach, FL 33411-5605

- The Subcontractor agrees to the fullest extent permissible by law to indemnify and hold harmless the WPBHA and the County, and its officers, director, Commissioners, agents and/or employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys’ fees and defense costs, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Subcontractor, and other persons employed or utilized by the Subcontractor, in the performance of this Contract. None of the parties shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or for the negligence of others.
This section shall survive termination of this Contract.

- **INSURANCE REQUIREMENTS**

Prior to undertaking any work under this Contract, the Subcontractor shall procure and maintain continuously for the duration of this Contract, at no expense to the WPBHA, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Subcontractor, its agents, representatives, employees and/or subcontractors. The Subcontractor shall procure and maintain policies with insurers with an A. M. Best Company Rating of at least A-, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract, whether such services, work and operations be by the firm, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable. The Subcontractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater. These insurance requirements shall not limit the liability of the Subcontractor.

The Subcontractor's liability insurance policies shall be endorsed to name the West Palm Beach Housing Authority (WPBHA) and to the County as additionally insureds.

- (a) The Additional Insured endorsement for the WPBHA shall read "West Palm Beach Housing Authority, 3700 Georgia Avenue, West Palm Beach, FL 33405."
- (b) The Additional Insured endorsement for the County shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Facilities Development and Operations Department, 2633 Vista Parkway, West Palm Beach, FL 33411."

Subcontractor shall maintain the following policies and minimum amounts:

Workers Compensation Coverage

The Subcontractor shall maintain workers compensation insurance for all workers compensation obligations imposed by State and Federal Laws, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Chapter 440 of the Florida Statutes. Subcontractor shall also purchase any other coverages required by law for the benefit of employees. The minimum amount of coverage shall be \$1,000,000 each accident.

General Liability Coverage - Occurrence Form Required

Coverage A, shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent firms, contractual liability covering this agreement, contract or lease, broad form property damage coverage's, and property damage resulting from explosion, collapse or underground (XCU) exposures.

Coverage B, shall include personal injury.

Coverage C, medical payments, is not required.

The Subcontractor agrees to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the WPBHA's acceptance of renovation or construction projects.

Minimum limits shall be no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.

Business Auto Liability Coverage

Subcontractor will maintain business auto liability coverage to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use. Minimum insurance shall be \$1,000,000 combined single limits for property damage and body injury per occurrence.

Waiver of Subrogation

Subcontractor hereby waives any and all rights of subrogation against the WPBHA and the County, its officers and employees for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subcontractor shall agree to notify the insurer and request the policy be endorsed with a "Waiver of Transfer of Rights of Recovery Against Others", or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Subcontractor enter into such an agreement on a pre-loss basis.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the WPBHA, certificates of insurance shall be accompanied by documentation that is acceptable to the WPBHA establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the WPBHA and the County at least 30 days prior to coverage renewals. Failure of the firm to provide the WPBHA and the County with such renewal certificates may be considered justification for the WPBHA to terminate this agreement. Certificate should provide that the WPBHA shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the WPBHA, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Subcontractor's obligation to fulfill the insurance requirements herein. If requested by the WPBHA, the Subcontractor shall furnish complete copies of the insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

Subcontractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and the legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other (which consent shall not be unreasonably withheld); except that Subcontractor acknowledges and agrees that the WPBHA has the right to assign the Contract to the County. In the event of such assignment, the Assignor will continue to be liable for all his obligations and performance hereunder.

END OF SECTION

**SECTION V
PAYMENT TERMS**

A. GENERAL TERMS

1. Payment terms are Net 30 days from the acceptance of a properly-completed invoice with all supporting documentation, as shown in the INVOICING section below. Acceptance means that all the billed work has been performed and is complete, and all invoicing requirements have been met. **Submit Pay Application(s) to:**

**West Palm Beach Housing Authority
Attn: Joel Hatcher, Cottage Homes Project
3700 Georgia Avenue
West Palm Beach, FL 33405**

2. The work to be done includes the furnishing and delivery of all equipment, materials, labor, tools and other forms of expense, together with the necessary supervision required to perform and complete the work as stipulated in the Detailed Scope, Specifications and Construction Plans. Therefore, omission of specific mention of the fact from any part of the Detailed Specifications shall not be deemed a waiver of the Subcontractor's obligation to furnish all supervision, materials, labor, equipment, tools and any other item of expense required to perform and complete the work as provided herein.

B. INVOICING

1. Invoicing shall be made as Applications for Pay, and shall be submitted on AIA Forms G702 and G703 (Exhibit F). All Applications for Pay shall also include an invoice detailing the actual work which is being billed on the Application for Pay, and an applicable Partial Release of Lien (Exhibit G), referencing the proper amount being billed, along with the proper period of work. Prior to, or along with the subsequent Application for Pay, Unconditional Releases for the previous application for pay will need to be submitted to the WPBHA to show receipt of payment from the WPBHA/Contractor, and payment by the Subcontractor to all of its Subcontractors, if applicable. All Applications for Pay shall be reduced by 10% to be held as "retainage", with exception of the final Application for Pay, which should be for the payment of all accumulated retainage on the project. Under no circumstances shall the amounts reflected on the applications for pay cumulatively exceed the contracted price. The contracted price is that which is shown in the executed Subcontract Agreement along with the value of any executed Change Orders to the Subcontract. Subcontractor agrees to invoice at the prices bid or those referenced in the follow-on Construction Subcontract issued by the WPBHA subsequent to award, or those as modified in writing by the WPBHA.
2. Applications for Pay and Invoices shall also be numbered, include dates of service, location serviced, Project Name and the contract number, if applicable.

END OF SECTION

**SECTION VI
PRICING**

Bid Due Date/Time: June 2, 2022 at 2pm EST

Bidder Name _____, hereinafter called bidder")
(Printed Name of Bidder)

<u>Type of Structure</u>	Unit Price	Quantity	Total Price
Type 1 (single story 2BR/1BA)	_____	<u>5</u>	_____
Residential Structures			
Greenland Plat No. 1, Block 1, Lot 1			
Greenland Plat No. 1, Block 1, Lot 4			
Greenland Plat No. 1, Block 1, Lot 11			
Greenland Plat No. 1, Block 2, Lot 10			
Greenland Plat No. 1, Block 2, Lot 13			
Type 2 (single story 2BR/2BA)	_____	<u>6</u>	_____
Residential Structures			
Greenland Plat No. 1, Block 1, Lot 2			
Greenland Plat No. 1, Block 1, Lot 5			
Greenland Plat No. 1, Block 1, Lot 9			
Greenland Plat No. 1, Block 2, Lot 9			
Greenland Plat No. 1, Block 2, Lot 12			
Greenland Plat No. 2, Block 2, Lot 14			
Type 3 (2-story, 3BR/2BA)	_____	<u>5</u>	_____
Residential Structures			
Greenland Plat No. 1, Block 1, Lot 3			
Greenland Plat No. 1, Block 1, Lot 10			
Greenland Plat No. 1, Block 2, Lot 8			
Greenland Plat No. 1, Block 2, Lot 11			
Greenland Plat No. 1, Block 2, Lot 15			
Type 1 (ADA) (single story 2BR/1BA)	_____	<u>1</u>	_____
Residential Structure			
Greenland Plat No. 1, Block 1, Lot 8			
Clubhouse (single story, 2BA)	_____	<u>1</u>	_____
Commercial Structure			
Greenland Plat No. 1, Block 1, Lot 6			
GRAND TOTAL:			\$ _____
(all 18 structures)			

The Bidder, in compliance with Invitation For Bid Number **IFB 22-CH-PAINTING**, Cottage Homes Project, and having examined the bid package and the site of the proposed work, and being familiar with all of the conditions surrounding the completion of the proposed work, hereby states to furnish all equipment, materials, assemblies, trained labor, and all

other necessary furnishings necessary to carry out the bid work in accordance with the Contract Documents, the time set forth therein, and at the prices shown above and written below:

_____ (\$ _____)
(Written Amount of Bid) (Dollar Value)

In case of discrepancy, the amount shown in words will govern.

Addenda: Bidder acknowledges receipt of the following addend, if any: _____

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding process. The bidder agrees that this bid shall be good and may not be withdrawn for a period of Ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon issuance of a Subcontract Agreement from the WPBHA/Contractor resultant from the acceptance of a submitted bid, the Subcontractor will execute the formal Subcontract Agreement within 10 days, and provide all the required items such as project-specific insurance certificate reflecting the minimally-required insurance and referencing policies covering the work as bid, at the locations which are part of this Invitation for Bid. Additionally, performance/payment bond will be required if the value of the Subcontract is \$200,000 or greater.

Respectfully submitted:

By: _____
(Signature of Authorized Individual)

(Print Name & Title of Authorized Individual)

(Business Name)

(Address)

(City and State)

END OF SECTION

**SECTION VII
REQUIRED DOCUMENTATION AND ACKNOWLEDGEMENTS**

In keeping with, or in addition to, the responses required of this Invitation For bid, including the appended/referenced Exhibits shown in the Table of Contents, the following documents/acknowledgements, shall be provided with your response. Failure to provide these documents/acknowledgements may preclude your bid from being considered. Please review prior to finalizing, signing and submitting the sealed bid:

Copy of Subcontractor License or Certificate of Competency	_____
*Insurance Certificate (reflecting Bidder's Name and current Limits).	_____
Copy of Bidder's Business Tax Receipt	_____
Bid Bond (Surety Bond or Cashier's Check, 5% of Bid Price) <i>(Required if Bid is \$200,000 or more)</i>	_____ If applicable
Signed Non-Collusive Affidavit (see Exhibit B)	_____
References Provided (See Exhibit C)	_____
Plan Index pages are initialed (See Exhibit D)	_____
Bid is signed and sealed (one original bid, original ink, not copied)	_____ _____
A physical site visit has been made	_____ Y or N

* A project-specific insurance certificate reflecting the required coverage types and limits, to include Additionally-Insured and Certificate-Holder acknowledgements will be required prior to Contract counter-signature.

END OF SECTION

EXHIBIT A

PAINTING SCOPE OF WORK

Work in general includes surface preparation, surface repair, caulking, sealants, patching and application of the paint coating to the substrates and systems outlined in this specification and approved by owner or owner's agent.

Materials

1. All materials specified are from The Sherwin-Williams Company.
2. All paints shall be delivered to the job site in the original container with the manufacturer's label intact.
3. The paint shall be used and applied per label and data sheet instructions. The material shall not be thinned or modified in any way unless specified herein. Manufacturer's recommendation for proper surface preparation shall be followed. All data sheets on specified materials are available from your local Sherwin-Williams representative or www.paintdocs.com.
4. All paint and sundries at the job site shall be available for inspection at any time upon commencement of the job by the owner, owner's agent, or representative.

Protection of Substrates Not to be painted

Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other methods during progress of work. The contractor will protect all adjacent areas not to be painted by taking appropriate measures. Areas to be protected are windows, brick, surrounding lawn, trees, shrubbery, floor and steps. Upon completion of work, he/she shall remove all paint droppings and over-spray from floors, glass, concrete and other surfaces not specified to be painted.

Minimum Specifications

If instructions contained in this specification, bid documents or painting schedule are at variance with the paint manufacturer's instructions or the applicable standard, and codes listed, surfaces shall be prepared and painted to suit the higher standard, as determined by the manufacturer's representative, the customer or management representative

Surface Preparation

1. Each surface shall be cleaned, scrapped, sanded and prepared as specified. The painting contractor is responsible for the finish of his work. Should any surface be found unsuitable to

produce a proper paint or sealant finish, the project representative shall be notified, in writing, and no materials shall be applied until the unsuitable surfaces have been made satisfactory. Commencing of work in a specific area shall be construed as acceptance of surfaces and thereafter as fit and proper to receive finish. Contractor shall be fully responsible for satisfactory work.

2. All deteriorated or delaminated substrates (i.e. wood, hardboard siding, T-111, stucco and masonry surfaces) shall be replaced with new materials. New substrates will be box primed (6 sides) before installation in accordance with specifications. Delaminating substrate is defined as a substrate surface that paint is being applied to lifting or peeling away from the previous coating/s or original substrate/s.
3. All exterior surfaces to be painted shall be pressure cleaned, scrapped to remove all dirt, mildew, peeling paint, chalk and any foreign materials detrimental to the new finish (see Pressure Washing).
4. Thoroughly sand all glossy surfaces to create a profile for paint and/or primer to adhere to.
5. Apply caulks and sealants where appropriate. All existing underperforming caulks or sealants should be removed and replaced with sealant as specified. Allow sealant to cure for specified time in dry weather before paint is applied. **NOTE:** It is recommended to apply all primers first and then apply sealant before topcoat is applied. See specified sealants section.
6. Knots and pitch streaks shall be scraped, sanded and spot primed before full priming coat is applied. All nail holes or small openings shall be patched after priming coat is applied. Any wood that is rotten, cracked, delaminated or water damaged should be replaced. Any loose or peeling paint should be removed by sanding and scraping. All hard, glossy surfaces should be sanded down to create a profile for new paint to adhere. Fill nail holes, imperfections and cracks with putty (color to match primer). Edges, corners and raised grain shall be prepared by sanding. Apply sealants to all joints between wood items with a specified sealant.
7. All masonry surfaces should be scraped and cleaned to remove all peeling paint, delaminated surfaces or substrates, chalk, dirt, stains, efflorescence and other surface contaminants. These areas shall be pressure washed and scrubbed with a cleaner/degreaser solution. After cleaning if there is still chalk evident this should be brought to the owner's attention in writing before any further work is done. Use an industry accepted patch or filler to assure a visually aesthetic finished substrate. Any masonry surface should be toughly tested to assure the surface pH levels are within accepted range of coating/s to be applied.
8. Brick must be free of dirt, loose or peeling paint, loose and excess mortar, delaminating layers of the brick, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner. Any areas of breakage shall be patched and dried using specified Sherwin-Williams patching compound in accordance with Product Data Sheet instructions before coatings are applied.

9. All galvanized gutters and flashing should be thoroughly cleaned and sanded to remove loose and peeling paint. Any bare galvanized metal should be wiped down with a non-petroleum solvent cleaner.
10. All ferrous metals should be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with wire brush attachment. Any rust spots or bare metal should receive the specified prime coat. Any hard, glossy surfaces should be sanded or dulled. Previously painted hand rails in sound condition should be washed down with a strong degreasing cleaner such as Krud Kutter, M-1 House Wash or Simple Green.
11. All vinyl siding should be clean thoroughly by scrubbing with a warm, soapy water solution. Rinse thoroughly. Do not paint vinyl siding with any color darker than the original color, unless the product and color are designed for such use. Painting with darker colors may cause siding to warp.
12. Cement Composition Siding/Panel/Fiber Cement Sidings: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be 12 or less, unless the products are designed to be applied to high pH substrates..
13. EIFS: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Remove and replace any peeling or delaminating surfaces. Replace EIFS to manufactures recommendation.

Moisture

All areas that could cause paint failure due to moisture should be addressed and eliminated. This would include but is not limited to:

1. Gutters and downspouts not working properly.
2. Previous coats of paint not adhering properly.
3. Wood checking (cracks and splits in wood).
4. Deteriorated caulking or sealant.
5. Gaps between substrates.
6. Rotten wood.
7. Areas affected by water splashing.
8. Painting in inclement weather.
9. Painting an un-dry substrate.
10. Un-caulked nail holes.

Pressure Washing & Surface Preparation

Pressure wash or water blast to remove oil, grease, dirt, loose mill scale and loose paint by water at pressures of 2500-3000 psi. Power tool clean per SSPC-SP3 to remove loose rust and mill scale. Hand tool clean per SSPC-SP2 and sand all glossy surfaces to promote adhesion.

Remove mildew per the following:

- a. Tools: Stiff brush, garden pump sprayer or chemical injector power washer method.
- b. Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

Application

1. Contractor shall be responsible for notification of owner's representative before beginning work if conditions substantially exceed Scope of Work.
2. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other method during progress of the work. Upon completion of work, he/she shall remove all paint and varnish spots from floors, glass and other surfaces. He shall remove from premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of work in a clean, orderly, and acceptable condition.
3. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.
4. Cover all electrical panel box covers and doors before painting walls. Omit if covers have been previously painted.
5. Materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple. The finished paint film should be a consistent color and sheen to provide a uniform appearance.
6. All coats shall be dry to manufacturer's instructions before applying additional coats.
7. Any masonry surface with an elevated pH level or "hot spots" shall be sealed with a suitable primer/sealer prior to application of finish coat. High pH is considered at a level of 12 pH or greater.
8. When spray painting is specified, contractor shall finish 100 square feet by spraying a sample of finish upon request of owner. This shall be finished with materials specified and shall be called a Pilot Wall.

9. Exterior doors with paintable tops, bottoms, and side edges should be painted or sealed using the Door Manufacturer's paint specification and recommendations.
10. Building by building inspections will be made by the owner or his representative. If requested, a Sherwin-Williams representative may participate in these visits for technical consultation.
11. All repairs, replacements and applications are to meet or exceed all manufacturers' and attached specifications.
12. Elastomeric coatings shall not be applied directly over pre-existing elastomeric coatings.
13. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance and coverage (regardless of amount of coats specified).

Workmanship & Application Conditions

1. Keep surface dust, dirt and debris free before, during, and after painting, until paint is cured.
2. Execute work in accordance with label directions. Coating application shall be made in conformance to this specification and to the manufacturer's paint instruction on the labels and Product Data Sheets.
3. All work shall be accomplished by persons with the necessary skill and expertise and qualified to do the work in a competent and professional manner.
4. All shrubbery, outside carpeting and sprinkler systems shall be fully protected against damage during each stage of the painting project.
5. Paint all previously painted surfaces, including, but not limited to: stair systems, light poles and fixtures, pool fence, and underside of balconies. Any potentially hazardous substrate shall be reviewed with owner and owner's agent. All necessary safety precautions must be fully taken to ensure worker's safety.
6. All exterior substrates designated not to receive paint coatings shall be kept free of paint residue, i.e., windows, outdoor carpeting, walkways, etc.
7. Owner shall provide water and electricity from existing facilities.
8. Normal safety and "wet paint" signs, necessary lighting and temporary roping off around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.

9. A progress schedule shall be furnished by the contractor to the owner for approval and shall be based on the contract completion date. Contractor shall advise the owner of those areas in which work is to be performed sufficiently in advance of the work schedule to permit the owner to prepare for the work, advise residents, move vehicles, etc.
10. Do not paint over any code required labels or any equipment identification, performance rating, name or nomenclature plates.
11. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance and coverage (regardless of amount of coats specified).

Weather

1. All materials are to be applied in accordance with the product data page in regards to weather conditions. Stop exterior work early enough in the day to permit paint film to set up before condensation caused by night temperature drops occurs.
2. Do not begin painting until surfaces are moisture free.

Color Schedule

1. To be approved by owners.
2. The owner and project coordinator should be aware that certain colors, especially darker tones, fade more rapidly than other colors, regardless of the product manufacturer, product type, or substrate to which the product is applied. It is advisable for the owner, project coordinator, and/or person responsible for color selection to consult with Sherwin-Williams early in the planning stage to assure the most durable combination of tinting formulation is used to achieve the desired color. Additionally, color selection affects the hiding ability of the finish coats.

Exterior Coating Schedule

Please note that all masonry finish coats specified within have been tested for and have passed the ASTM D6904-03 wind driven rain test.

Stucco, EIFS, and Other Masonry Surfaces

- A. **Prime Coat:** Loxon® Concrete Masonry Primer/Sealer Latex
(LX02W50) (applied 5.3-8 mils
WFT or 2.1-3.2 DFT)
- B. **Finish Coat:** SuperPaint® Exterior Acrylic Satin (A89 Series) (4Mils
WFT or 1.5 mils DFT)

Wood

- A. Prime Coat:** Prime new or bare areas using Exterior Latex Wood Primer
(B42W8041) (4 mils WFT or 1.4 mils DFT)
- B. Finish Coat:** SuperPaint® Exterior Acrylic Satin (A89 Series) (4Mils
WFT or 1.5 mils DFT)

Doors

- A. Prime Coat:** Pro Industrial™ Pro-Cryl Universal Metal Primer (B66
Series) (B66 Series) (5-10 mils WFT or 2-4 mils DFT)
- B. Finish Coat:** Pro Industrial™ Waterbased Urethane Alkyd Enamel (B53
Series) (4-5 mils WFT or 1.4-1.7 mils DFT)

Aluminum Soffit Gutters and Downspouts

- A. Prime Coat:** Pro Industrial™ Pro-Cryl (B66-310 Series) (5-10 mils WFT
or 2-4 mils DFT)
- B. Finish Coat:** SuperPaint® Exterior Acrylic Satin (A89 Series) (4Mils
WFT or 1.5 mils DFT)

Interior Coating Schedule

Drywall Walls and Ceilings

- A. Spot Prime Coat:** Drywall Primer (B28W8150) (4 mils WFT or 1.1 mils DFT)
- B. Two Coats:** ProMar® 200 Zero VOC Interior Latex Flat (B30W2651
series) (applied 4 mils WFT or 1.6 mils DFT)

Wood Doors, Frames, Trim, & Crown Molding

- A. Prime Coat:** PrepRite ProBlock Interior/Exterior Latex Primer/Sealer
(B51-600 series) (applied 4 mils WFT or 1.4 mils DFT)
- B. One Coat:** ProClassic Waterborne Interior Acrylic Semi-Gloss (B31-1100
Series) (applied 4 mils WFT or 1.3 mils DFT)

Caulks and Sealants

Execution

1. Do not begin application of caulk or sealants until substrates have been properly prepared. Notify owner or owner's representative of unsatisfactory conditions before proceeding.
2. If substrate preparation is the responsibility of another installer, notify owner or owner's representative of unsatisfactory preparation before proceeding.
3. Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of caulks and sealants will be considered as an acceptance of surface conditions.

Surface Preparation

1. Clean all joints by removing any foreign matter or contaminants that would impede adhesion of the sealant to the building material. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
2. Porous materials are usually treated by mechanical means and nonporous surfaces by a solvent wipe that is compatible with the building substrate being used. **Note:** For porous surfaces, the use of detergent or soap & water is NOT recommended.
3. Existing sealants intended to be painted should be tested to assure coatings will fully adhere. Silicone sealants cannot be painted unless tested and approved by Sherwin-Williams and Owner.
4. Priming: When required, apply a primer. Do NOT allow it to pool or puddle.
5. Install backup materials as required to ensure that the recommended depth is regulated when using the backup material.
6. No exterior caulking should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions.

Caulk & Sealant Installation

1. Apply all caulks and sealants with manufacturer specifications in mind.
2. Do not apply to wet or damp surfaces.
 1. Wait at least 30 days before applying to new concrete or masonry, or follow manufacturer's procedures to apply appropriate sealants prior to 30 days.
 2. Wait until wood is fully dry after rain or morning fog or dew.
3. Apply sealants using methods recommended by manufacturer.

4. Uniformly apply caulks and sealants without skips, voids or sags. Tool bead to a consistent, smooth surface.

PVC, Plastic, Brick, Stone, Masonry, Marble, Stucco, Cementitious Siding, Vinyl Siding, Wood:

1. Exterior Polyurethane:
Sherwin-Williams Loxon S1

Concrete: Vertical Applications

1. Exterior Polyurethane:
Sherwin-Williams Loxon S1

Concrete: Horizontal Applications

1. Exterior Polyurethane:
Sherwin-Williams: Loxon SL1 One Component Self Leveling for Horizontal Surfaces

Gaps: Window & Door Frames

1. Interior/Exterior Insulating Foam:
Sherwin-Williams STOP GAP! Minimal Expanding Insulating Foam

Gaps: Large Areas

1. Interior/Exterior Insulating Foam:
Sherwin-Williams STOP GAP! Triple Expanding Insulating Foam

Glass: Glazing

1. Exterior Latex:
Sherwin-Williams White Lightning Window & Door Siliconized Acrylic Latex Glazing Compound

Glass: Non-Structural Sealing

1. Exterior:
Sherwin-Williams White Lightning All Purpose Silicone Ultra

Metal: Ferrous and Non-Ferrous

2. Exterior Polyurethane:
Sherwin-Williams Loxon S1 One Component Smooth

EIFS

1. Exterior Polyurethane/Silicone Hybrid:
Sherwin-Williams Loxon H1 One Component Polyurethane/Silicone Hybrid

EXHIBIT B

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

CITY OF _____

_____, being first duly sworn, deposes and says:

That he is _____ (a partner or officer of the form of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the bid prices of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the West Palm Beach Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

(Bidder, if the bidder is an Individual)

(Officer, if the bidder is a Corporation)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 2022

My Commission Expires: _____
(Date)

(Notary Public)

EXHIBIT C

REFERENCES

Please provide at least 3 professional references from individuals or companies in which the work you provided is most-applicable to the work being bid on this project.

Reference 1

Name: _____

Address: _____

Point of Contact: _____

Phone and Email: _____

Project Name: _____

Date Completed: _____

Reference 2

Name: _____

Address: _____

Point of Contact: _____

Phone and Email: _____

Project Name: _____

Date Completed: _____

Reference 3

Name: _____

Address: _____

Point of Contact: _____

Phone and Email: _____

Project Name: _____

Date Completed: _____

**EXHIBIT D – CONSTRUCTION PLANS
PROSPERITY VILLAGE COTTAGE HOMES**

Identification of Construction Drawings and Documents

INDEX OF DRAWINGS

Sheet No.	Description	Latest Revision Date:	Prepared By:
<u>GENERAL</u>			
SITE PLAN		7/26/21, rev. 11/24/21	Schmidt Nichols
<u>LANDSCAPE</u>			
MODEL TYPE 1			
	LI-1 Landscape Index Sheet	7/26/21, rev. 02/11/22	Schmidt Nichols
	LP-1 Landscape Plan	7/26/21, rev. 02/11/22	Schmidt Nichols
	LP-2 Landscape Notes	7/26/21, rev. 02/11/22	Schmidt Nichols
	LP-3 Landscape Specifications	7/26/21, rev. 02/11/22	Schmidt Nichols
	IR-1 Irrigation Plan	7/26/21, rev. 02/11/22	Schmidt Nichols
MODEL TYPE 1 ADA			
	LI-1 Landscape Index Sheet	7/26/21, rev. 02/11/22	Schmidt Nichols
	LP-1 Landscape Plan	7/26/21, rev. 02/11/22	Schmidt Nichols
	LP-2 Landscape Notes	7/26/21, rev. 02/11/22	Schmidt Nichols
	LP-3 Landscape Specifications	7/26/21, rev. 02/11/22	Schmidt Nichols
	IR-1 Irrigation Plan	7/26/21, rev. 02/11/22	Schmidt Nichols
MODEL TYPE 2			
	LI-1 Landscape Index Sheet	7/26/21, rev. 02/11/22	Schmidt Nichols
	LP-1 Landscape Plan	7/26/21, rev. 02/11/22	Schmidt Nichols
	LP-2 Landscape Notes	7/26/21, rev. 02/11/22	Schmidt Nichols
	LP-3 Landscape Specifications	7/26/21, rev. 02/11/22	Schmidt Nichols
	IR-1 Irrigation Plan	7/26/21, rev. 02/11/22	Schmidt Nichols
MODEL TYPE 3			
	LI-1 Landscape Index Sheet	7/26/21, rev. 02/11/22	Schmidt Nichols

LP-1 Landscape Plan	7/26/21, rev. 02/11/22	Schmidt Nichols
LP-2 Landscape Notes	7/26/21, rev. 02/11/22	Schmidt Nichols
LP-3 Landscape Specifications	7/26/21, rev. 02/11/22	Schmidt Nichols
IR-1 Irrigation Plan	7/26/21, rev. 02/11/22	Schmidt Nichols
MODEL TYPE CLUBHOUSE		
LI-1 Landscape Index Sheet	7/26/21, rev. 02/11/22	Schmidt Nichols
LP-1 Landscape Plan	7/26/21, rev. 02/11/22	Schmidt Nichols
LP-2 Landscape Notes	7/26/21, rev. 02/11/22	Schmidt Nichols
LP-3 Landscape Specifications	7/26/21, rev. 02/11/22	Schmidt Nichols
IR-1 Irrigation Plan	7/26/21, rev. 02/11/22	Schmidt Nichols
CIVIL -JOB NO. 21021.01		
C-0 Cover Sheet	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-1 Demolition And Erosion Control Plan	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-2 Paving, Grading, & Drainage Plan	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-3 Water and Sewer Plan	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-4 Signing and Marking Plan	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-5 Sewer Profile	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-6 Details and Cross Sections	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-7 Paving, Grading & Drainage Details	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-8 Paving, Grading & Drainage Details	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-9 Water and Sanitary Details	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-10 Water and Sanitary Details	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-11 Water and Sanitary Details	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-12 Water and Sanitary Details	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-13 Water and Sanitary Details	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-14 Water and Sanitary Details	May 2021, permit set Aug 2021	Engenuity Group, Inc.
C-15 Water and Sanitary Details	May 2021, permit set Aug 2021	Engenuity Group, Inc.
ARCHITECTURE		
ARCHITECTURAL - MODEL TYPE 1 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.

A-0.00 COVER SHEET	08/04/2021	REG ARCHITECTS, INC.
A-0.01 ARCHITECTURAL INFORMATION	08/04/2021	REG ARCHITECTS, INC.
A-1.00 ARCHITECTURAL SITE LAYOUT	08/04/2021	REG ARCHITECTS, INC.
A-1.10 FLOOR PLAN, FLOOR FINISH PLAN & FLOOR REFLECTED CEILING PLAN	08/04/2021	REG ARCHITECTS, INC.
A-1.30 ROOF PLAN & DETAILS	08/04/2021	REG ARCHITECTS, INC.
A-2.00 BUILDING ELEVATIONS	08/04/2021	REG ARCHITECTS, INC.
A-3.00 BUILDING SECTIONS	08/04/2021	REG ARCHITECTS, INC.
A-4.00 ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS	08/04/2021	REG ARCHITECTS, INC.
A-6.00 SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
A-6.10 WALL TYPES & DETAILS	08/04/2021	REG ARCHITECTS, INC.
STRUCTURAL – MODEL TYPE 1 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
S-1 FOUNDATION PLAN & ROOF FRAMING PLAN	08/04/2021	REG ARCHITECTS, INC.
S-2 STRUCTURAL NOTES TYP. DETAILS & SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
S-2.1 WIND LOAD PRESSURES	08/04/2021	REG ARCHITECTS, INC.
S-3 SECTIONS	08/04/2021	REG ARCHITECTS, INC.
MECHANICAL – MODEL TYPE 1 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
M0.00 MECHANICAL NOTES, LEGENDS & SHEET INDEX	08/04/2021	REG ARCHITECTS, INC.
M1.01 MECHANICAL FLOOR PLANS	08/04/2021	REG ARCHITECTS, INC.
M2.01 MECHANICAL SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
M3.01 MECHANICAL DETAILS	08/04/2021	REG ARCHITECTS, INC.
ELECTRICAL - MODEL TYPE 1 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
E0-1 ELECTRICAL COVER SHEET	08/04/2021	REG ARCHITECTS, INC.
E1.1 ELECTRICAL POWER PLAN	08/04/2021	REG ARCHITECTS, INC.
E2.1 ELECTRICAL LIGHTING PLAN	08/04/2021	REG ARCHITECTS, INC.
E3.1 ELECTRICAL SCHEDULE AND DETAILS	08/04/2021	REG ARCHITECTS, INC.
PLUMBING - MODEL TYPE 1 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
P-0.10 PLUMBING NOTES AND DETAILS	08/04/2021	REG ARCHITECTS, INC.
P-1.10 PLUMBING FLOOR PLANS	08/04/2021	REG ARCHITECTS, INC.

P-1.11 PLUMBING ISOMETRIC PLANS	08/04/2021	REG ARCHITECTS, INC.
P-2.10 PLUMBING SCHEDULE	08/04/2021	REG ARCHITECTS, INC.
P-2.11 PLUMBING DETAIL	08/04/2021	REG ARCHITECTS, INC.
ARCHITECTURAL - MODEL TYPE 1 ADA (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
A-0.00 COVER SHEET	08/04/2021	REG ARCHITECTS, INC.
A-0.01 ARCHITECTURAL INFORMATION	08/04/2021	REG ARCHITECTS, INC.
A-1.00 ARCHITECTURAL SITE LAYOUT	08/04/2021	REG ARCHITECTS, INC.
A-1.10 FLOOR PLAN, FLOOR FINISH PLAN & FLOOR REFLECTED CEILING PLAN	08/04/2021	REG ARCHITECTS, INC.
A-1.30 ROOF PLAN & DETAILS	08/04/2021	REG ARCHITECTS, INC.
A-2.00 BUILDING ELEVATIONS	08/04/2021	REG ARCHITECTS, INC.
A-3.00 BUILDING SECTIONS	08/04/2021	REG ARCHITECTS, INC.
A-4.00 ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS	08/04/2021	REG ARCHITECTS, INC.
A-6.00 SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
A-6.10 WALL TYPES & DETAILS	08/04/2021	REG ARCHITECTS, INC.
STRUCTURAL - MODEL TYPE 1 ADA (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
S-1 FOUNDATION PLAN & ROOF FRAMING PLAN	08/04/2021	REG ARCHITECTS, INC.
S-2 STRUCTURAL NOTES TYP. DETAILS & SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
S-2.1 WIND LOAD PRESSURES	08/04/2021	REG ARCHITECTS, INC.
S-3 SECTIONS	08/04/2021	REG ARCHITECTS, INC.
MECHANICAL - MODEL TYPE 1 ADA (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
M0.00 MECHANICAL NOTES, LEGENDS & SHEET INDEX	08/04/2021	REG ARCHITECTS, INC.
M1.01 MECHANICAL FLOOR PLANS	08/04/2021	REG ARCHITECTS, INC.
M2.01 MECHANICAL SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
M3.01 MECHANICAL DETAILS	08/04/2021	REG ARCHITECTS, INC.
ELECTRICAL - MODEL TYPE 1 ADA (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
E0-1 ELECTRICAL COVER SHEET	08/04/2021	REG ARCHITECTS, INC.
E1.1 ELECTRICAL POWER PLAN	08/04/2021	REG ARCHITECTS, INC.
E2.1 ELECTRICAL LIGHTING PLAN	08/04/2021	REG ARCHITECTS, INC.
E3.1 ELECTRICAL SCHEDULE AND DETAILS	08/04/2021	REG ARCHITECTS, INC.

PLUMBING - MODEL TYPE 1 ADA(PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
P-0.10 PLUMBING NOTES AND DETAILS	08/04/2021	REG ARCHITECTS, INC.
P-1.10 PLUMBING FLOOR PLANS	08/04/2021	REG ARCHITECTS, INC.
P-1.11 PLUMBING ISOMETRIC PLANS	08/04/2021	REG ARCHITECTS, INC.
P-2.10 PLUMBING SCHEDULE	08/04/2021	REG ARCHITECTS, INC.
P-2.11 PLUMBING DETAIL	08/04/2021	REG ARCHITECTS, INC.
ARCHITECTURAL - MODEL TYPE 2 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
A-0.00 COVER SHEET	08/04/2021	REG ARCHITECTS, INC.
A-0.01 ARCHITECTURAL INFORMATION	08/04/2021	REG ARCHITECTS, INC.
A-1.00 ARCHITECTURAL SITE LAYOUT	08/04/2021	REG ARCHITECTS, INC.
A-1.10 FLOOR PLAN, FLOOR FINISH PLAN & FLOOR REFLECTED CEILING PLAN	08/04/2021	REG ARCHITECTS, INC.
A-1.30 ROOF PLAN & DETAILS	08/04/2021	REG ARCHITECTS, INC.
A-2.00 BUILDING ELEVATIONS	08/04/2021	REG ARCHITECTS, INC.
A-3.00 BUILDING SECTIONS	08/04/2021	REG ARCHITECTS, INC.
A-4.00 ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS	08/04/2021	REG ARCHITECTS, INC.
A-6.00 SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
A-6.10 WALL TYPES & DETAILS	08/04/2021	REG ARCHITECTS, INC.
STRUCTURAL - MODEL TYPE 2 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
S-1 FOUNDATION PLAN & ROOF FRAMING PLAN	08/04/2021	REG ARCHITECTS, INC.
S-2 STRUCTURAL NOTES TYP. DETAILS & SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
S-2.1 WIND LOAD PRESSURES	08/04/2021	REG ARCHITECTS, INC.
S-3 SECTIONS	08/04/2021	REG ARCHITECTS, INC.
MECHANICAL - MODEL TYPE 2 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
M0.00 MECHANICAL NOTES, LEGENDS & SHEET INDEX	08/04/2021	REG ARCHITECTS, INC.
M1.01 MECHANICAL FLOOR PLANS	08/04/2021	REG ARCHITECTS, INC.
M2.01 MECHANICAL SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
M3.01 MECHANICAL DETAILS	08/04/2021	REG ARCHITECTS, INC.
ELECTRICAL - MODEL TYPE 2 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.

E0-1 ELECTRICAL COVER SHEET	08/04/2021	REG ARCHITECTS, INC.
E1.1 ELECTRICAL POWER PLAN	08/04/2021	REG ARCHITECTS, INC.
E2.1 ELECTRICAL LIGHTING PLAN	08/04/2021	REG ARCHITECTS, INC.
E3.1 ELECTRICAL SCHEDULE AND DETAILS	08/04/2021	REG ARCHITECTS, INC.
PLUMBING - MODEL TYPE 2 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
P-0.10 PLUMBING NOTES AND DETAILS	08/04/2021	REG ARCHITECTS, INC.
P-1.10 PLUMBING FLOOR PLANS	08/04/2021	REG ARCHITECTS, INC.
P-1.11 PLUMBING ISOMETRIC PLANS	08/04/2021	REG ARCHITECTS, INC.
P-2.10 PLUMBING SCHEDULE	08/04/2021	REG ARCHITECTS, INC.
P-2.11 PLUMBING DETAIL	08/04/2021	REG ARCHITECTS, INC.
ARCHITECTURAL – MODEL TYPE 3 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
A-0.00 COVER SHEET	08/04/2021	REG ARCHITECTS, INC.
A-0.01 ARCHITECTURAL INFORMATION	08/04/2021	REG ARCHITECTS, INC.
A-1.00 ARCHITECTURAL SITE LAYOUT	08/04/2021	REG ARCHITECTS, INC.
A-1.10 FLOOR PLAN, FLOOR FINISH PLAN & FLOOR REFLECTED CEILING PLAN	08/04/2021	REG ARCHITECTS, INC.
A-1.20 SECOND FLOOR PLAN, SECOND FLOOR FINISH PLAN & SECOND FLOOR REFLECTED CEILING PLAN	08/04/2021	REG ARCHITECTS, INC.
A-1.30 ROOF PLAN & DETAILS	08/04/2021	REG ARCHITECTS, INC.
A-2.00 BUILDING ELEVATIONS	08/04/2021	REG ARCHITECTS, INC.
A-3.00 BUILDING SECTIONS	08/04/2021	REG ARCHITECTS, INC.
A-4.00 ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS	08/04/2021	REG ARCHITECTS, INC.
A-4.10 ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS	08/04/2021	REG ARCHITECTS, INC.
A-6.00 SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
A-6.10 WALL TYPES & DETAILS	08/04/2021	REG ARCHITECTS, INC.
STRUCTURAL – MODEL TYPE 3 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
S-1 FOUNDATION PLAN & 2 ND FLOOR & ROOF FRAMING PLAN	08/04/2021	REG ARCHITECTS, INC.
S-2 ROOF FRAMING PLAN AND WIND PRESSURES	08/04/2021	REG ARCHITECTS, INC.
S-2.1 STRUCTURAL NOTES TYP. DETAILS & SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
S-3 SECTIONS	08/04/2021	REG ARCHITECTS, INC.

MECHANICAL – MODEL TYPE 3 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
M0.00 MECHANICAL NOTES, LEGENDS & SHEET INDEX	08/04/2021	REG ARCHITECTS, INC.
M1.01 MECHANICAL FLOOR PLANS	08/04/2021	REG ARCHITECTS, INC.
M2.01 MECHANICAL SCHEDULES	08/04/2021	REG ARCHITECTS, INC.
M3.01 MECHANICAL DETAILS	08/04/2021	REG ARCHITECTS, INC.
ELECTRICAL - MODEL TYPE 3 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
E0-1 ELECTRICAL COVER SHEET	08/04/2021	REG ARCHITECTS, INC.
E1.1 ELECTRICAL POWER PLAN	08/04/2021	REG ARCHITECTS, INC.
E2.1 ELECTRICAL LIGHTING PLAN	08/04/2021	REG ARCHITECTS, INC.
E3.1 ELECTRICAL SCHEDULE AND DETAILS	08/04/2021	REG ARCHITECTS, INC.
PLUMBING - MODEL TYPE 3 (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
P-0.10 PLUMBING NOTES, LEGENDS & INDEX	08/04/2021	REG ARCHITECTS, INC.
P-1.10 PLUMBING FLOOR PLANS – LEVEL 01	08/04/2021	REG ARCHITECTS, INC.
P-1.11 PLUMBING FLOOR PLANS – LEVEL 02	08/04/2021	REG ARCHITECTS, INC.
P-1.12 PLUMBING ISOMETRIC PLAN	08/04/2021	REG ARCHITECTS, INC.
P-2.10 PLUMBING SCHEDULE	08/04/2021	REG ARCHITECTS, INC.
P-2.11 PLUMBING DETAIL	08/04/2021	REG ARCHITECTS, INC.
ARCHITECTURAL – MODEL TYPE CLUBHOUSE (PROJECT NO. 21001)	08/04/2021	REG ARCHITECTS, INC.
A-0.00 COVER SHEET	08/04/2021	REG ARCHITECTS, INC.
A-0.01 ARCHITECTURAL INFORMATION	08/04/2021	REG ARCHITECTS, INC.
A-1.00 ARCHITECTURAL SITE LAYOUT	08/04/2021	REG ARCHITECTS, INC.
A-1.10 FLOOR PLAN, FLOOR FINISH PLAN & FLOOR REFLECTED CEILING PLAN	08/04/2021	REG ARCHITECTS, INC.
A-1.30 ROOF PLAN & DETAILS	08/04/2021	REG ARCHITECTS, INC.
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A-6.00 SCHEDULES	08/04/2021	REG ARCHITECTS, INC.

A-6.10 WALL TYPES & DETAILS	08/04/2021	REG ARCHITECTS, INC.
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P-1.12 PLUMBING ISOMETRIC PLAN	08/04/2021	REG ARCHITECTS, INC.
P-2.10 PLUMBING SCHEDULE	08/04/2021	REG ARCHITECTS, INC.
P-2.11 PLUMBING DETAIL	08/04/2021	REG ARCHITECTS, INC.
SURVEY - JOB NO. 21021.01		
BOUNDARY, TOPOGRAPHIC AND TREE SURVEY	06/09/2021, REV. 1/31/22	Engenuity Group, Inc.
ENVIRONMENTAL/SOILS		
Phase I Environmental Site Assessment - File No. 21-2176	12/9/2021	Ardaman & Associates



West Palm Beach Housing Authority

3700 Georgia Avenue · West Palm Beach, FL 33405 · Phone (561) 655-8530 · Fax (561) 832-8962

May 2022

EXHIBIT E FORM OF CONTRACT - SAMPLE

RE: Cottage Homes, West Palm Beach, FL
SUBCONTRACT AGREEMENT

Dear (Subcontractor),

Enclosed, please find two (2) original copies of the Subcontract Agreement for the above referenced project. Sign, initial every page and return both originals to the address below. An executed original will be sent back to you. The contract **MUST** be executed promptly. If there are any concerns, contact us at once.

The following requirements must be complied with prior to start of work:

1. Executed "Subcontract"
2. Approved "Schedule of Values".
3. All effectual construction plan pages have been initialed.
4. Current "Certificates of Insurance" complying with contract provisions.
5. Please make sure the West Palm Beach Housing Authority and Palm Beach County are listed as additional insureds.
6. Current copy of your "Business Tax Receipt".
7. Current copy of Florida Department of Business and Professional Regulation License (if applicable), or Certificate of Competency / trade License, as required, allowing you to work in Palm Beach County.
8. Current copy of the IRS form W-9.
9. FULL compliance with ALL submittal requirements.
10. Necessary permits have been received.

11. Receipt of a Notice To Proceed from the WPBHA.
12. E-Verify Affidavit
13. Payment and Performance Bond(s) listing West Palm Beach Housing Authority and Palm Beach County as co-obligees, if subcontract price is \$200,000 or over

Please be aware that Contractor will not process payments until Subcontractor complies with the above requirements. If you should have any questions or need assistance, please do not hesitate to contact us as soon as possible.

Sincerely,

Michael McManaman

Enclosure: subcontract agreement



West Palm Beach Housing Authority

3700 Georgia Avenue · West Palm Beach, FL 33405 · Phone (561) 655-8530 · Fax (561) 832-8962

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT ("Subcontract") is made this ___ day of _____, 2022 by and between West Palm Beach Housing Authority ("Contractor" and "Owner"), and _____ (the "Subcontractor"), whose Florida contractor's license number is _____, (and whose Florida license permits the contractor to perform _____)

PRELIMINARY STATEMENTS AND RECITALS

- A. The Contractor/Owner entered into a Developer and Operator Agreement with Palm Beach County on January 12, 2021 to develop, construct, own and operate the project known as the Prosperity Village Cottage Homes Project, located at 3551 South Military Lane, and 4521 Clemons Street, West Palm Beach, Fl. 33407, Parcel Control Numbers: 00-42-44-24-07-002-0070 and 00-42-44-24-07-001-0010 ("Project"). For consideration, the project addresses have changed. Should we use those? The Project consists of 17 single- family homes and a community center for homeless transitional housing, located on 1.36 acres of land. Project to be developed to show case the small lot form of housing development.
- B. In conjunction therewith, Contractor desires the Subcontractor to furnish labor, materials, supplies, tools, equipment and/or supervision as set forth in Exhibit "A" attached hereto (the "Work") for the Project.
- C. The Subcontractor represents that it has personally inspected, or caused to be inspected, the Project including the land, buildings and improvements thereon, if any, and the conditions existing on or adjacent to the Project. The Subcontractor represents it has reviewed this Subcontract, including all exhibits hereto and construction documents referenced herein. It has reviewed all conditions affecting construction in location of the Project, the Project plans, specifications, Project Schedule, including any updates thereto, applicable codes and statutes and drawings, plans and revisions thereof, and the plan log and alternates, amendments and addenda to any of the foregoing (collectively, the "Subcontract Documents"). Subcontractor confirms it has examined the same with particular regard to the Work required under this Subcontract.
- D. The Subcontractor represents that Subcontractor is satisfied as to the nature and location of the Work, the general and local conditions, particularly those bearing upon storage of materials, availability of labor, water, electricity, roads, weather conditions,

underground water or similar physical conditions. Subcontractor represents it is satisfied with the compaction and condition of the ground, the character of equipment and facilities needed during prosecution of the work, the possibility and probability of increases in the cost of materials and all other matters upon which information is reasonably obtainable and which in any way can affect the Work or cost under this Subcontract.

AGREEMENT

For and in consideration of the mutual covenants, conditions and promises herein contained by each of the parties hereto to be kept and performed, and intending to be legally bound hereby, it is agreed as follows:

1. Subcontractor's Obligation.

1.1 **Scope of Work.** The Contactor shall perform such services as required by the Owner to complete the work as defined in the Subcontract Documents as defined herein. The Subcontractor agrees to furnish all labor, materials, supplies, tools, transportation, equipment, and/or supervision and all other facilities and things necessary to complete the Work set forth in Exhibit "A" hereto. Subcontractor agrees to perform all of said Work in the best and most workmanlike, prompt and diligent manner and to furnish materials of the most suitable grade of their respective kind for the purpose intended, all in exact accordance with the terms, provisions and conditions of this Subcontract, the Subcontract Documents, all applicable building codes and requirements.

1.2 **Project Title:** The Project is Prosperity Village Cottage Homes

1.3 **Subcontract Documents:** The Subcontract Documents include the Project plans and revisions thereof, specifications, bid solicitation, project schedule, including any updates thereto, applicable codes and statutes and drawings, amendments and addenda to any of the foregoing, the bid documents and attachments, and written change orders authorized by Contractor/Owner, if any.

1.4 **Description of Subcontract Work.** The Subcontractor hereby agrees to furnish all material, necessary equipment, permits, delivery and labor to complete the Work. The Work is hereby further subject to the following:

(a) The Subcontractor shall furnish and be responsible for all shop and field measurements, lines, grades, dimensions, layouts, colors, qualities, quantities, tests, approvals, operating manuals, guarantees, cutting, removals, openings, channels, chases, flues, sleeves, inserts, dowels, hangers, patching, scaffolds, runways, protective paper, tarpaulins, polyethylene protection and clean-up that may be necessary to perform the Subcontract Work, *as applicable*.

(b) The Subcontractor shall be responsible for all dimensions pertaining to the fitting of the Subcontract Work with all surrounding contiguous and adjacent work. If performance and completion of any portion of the Subcontractor's work depends on the proper execution of the work of any other contractor or subcontractor, Subcontractor shall inspect and report in writing to the Contractor any defects in such other work that affect or hinder in any manner the proper execution of the Subcontractor's work. Such written report shall be made to the Contractor no later than forty-eight (48) hours after discovery of the defect. Failure of the Subcontractor to inspect and promptly report any such defect shall constitute an acceptance on the Subcontractor's part of all other contiguous or adjacent work as fit and proper for the performance of every portion of the Subcontractor's work. The Subcontractor shall do nothing that will interfere with the coordination of the Subcontract Work with the work of other subcontractors. In the event of the failure for any reason of the Subcontractor and other contiguous or adjacent trades to agree as to the extent of cooperation or the extent of work to be done by any or either, such disagreement shall be determined by the Contractor whose decision shall be final and conclusive. In the event the Subcontractor sustains damage or loss through any delay, default, act or omission of any other subcontractor and/or other contractors, their servants, agents or employees, the Subcontractor understands and agrees that the Contractor shall not be liable therefore inasmuch as the Contractor does not assume any responsibility for actions or omissions of other subcontractors. Nothing herein contained shall limit the Subcontractor from pursuing the Subcontractor's legal remedies against any such offending party.

(c) In the event the Contractor furnishes any basic reference lines and benchmarks to the Subcontractor, such basic reference lines and benchmarks must be used by the Subcontractor and the finished Subcontract Work shall agree therewith. The Subcontractor shall provide all field layouts for the Subcontract Work from benchmarks and baselines established by the Contractor.

(d) The Subcontractor shall protect all Subcontract Work and that of other subcontractors during installation of the Subcontract Work.

(e) Each day, the Subcontractor shall remove all rubbish and debris caused in the performance of the Subcontract Work and shall dispose of said rubbish and debris in the Contractor's container or by other acceptable means. The Subcontractor shall keep the Project, Site, and surrounding areas, including storage areas used by it, at all times free from the Subcontractor's rubbish, waste material, excess material, equipment and debris. Each day Subcontractor shall remove from the Site any such rubbish, waste material and debris, and prior to completion of work and shall remove all tools, scaffolding equipment and materials used by the Subcontractor and not incorporated into the completed work and shall leave the Subcontract Work "broom clean" and free and clear of all obstruction and hindrance. If the Subcontractor fails to so remove the Subcontractor's equipment, materials, rubbish, waste material and debris after twenty-

four (24) hours' notice, then the Contractor shall have the right to remove it and charge the cost thereof against monies due or to become due the Subcontractor.

(f) The Subcontract Work shall be performed only within the daily hours mandated by the Contractor at the Project. In the event the Subcontractor desires to perform the Subcontract Work other than during the hours mandated by the Contractor, the Subcontractor shall give notice to and obtain written permission from the Contractor to work at times other than those specified to enable the Subcontract Work to be completed in accordance with the Project Schedule.

(g) The Subcontractor shall provide the Contractor with a set of layout drawings indicating the proposed location of all Subcontract Work so that the Contractor may coordinate the Subcontract Work with other adjacent work and/or trades, and make necessary adjustments for any discrepancies, conflicts, or interferences. No portion of the Subcontract Work is to be performed until all conflicts and/or interferences pertaining to the mechanical, electrical, structural and architectural work have been resolved.

(h) The Subcontractor shall at its own expense furnish within ten (10) days after request by the Contractor samples of materials, certificates, prints of Subcontractor's shop drawings, erection drawings, material schedules, reports, affidavits or any other written or physical data that may be necessary in the opinion of the Contractor for proper prosecution of the Subcontract Work and/or necessary to comply with the provisions of the Subcontract. The Subcontractor agrees that the Subcontractor shall pay for the cost of any Subcontract Documents, required by the Subcontractor.

(i) Intentionally Omitted.

(j) The Subcontractor will provide adequate facilities for inspecting the labor and material either on the Site or elsewhere at all times requested by the Contractor, its employees and representatives, Contractor, Lender and its agents and representatives and all governmental authorities.

(k) Prior to and during the commencement of the Work, Subcontractor shall submit a list of all vendors and subcontractors providing any services to the Subcontractor with regards to the Subcontract Work.

(l) The Subcontractor shall handle, transport and install at the Subcontractor's sole cost and expense all property, supplies, materials and equipment furnished by the Contractor for use on the Project, but only insofar as same applies to the Subcontract Work.

(m) The Subcontractor shall provide and maintain an effective quality control program in accordance with the intent of the Subcontract Documents and perform all requirements of inspection insofar as it pertains to the Subcontract Work. Quality control inspection will be provided by the Subcontractor for materials delivered and work

installed as required to insure proper performance, fit, and finish; however, final decisions as to quality control and compliance shall, at all times, remain with the Contractor and Owner and any agents specifically designated by them.

(n) The Subcontractor, at its own expense, shall be responsible for obtaining all permits, licenses or conditions required or for compliance with by the Contractor or Subcontractor, which relate to or are necessary for the performance and completion of the Subcontract Work.

(o) All incidental work reasonably necessary to complete this Subcontract shall be done by Subcontractor, notwithstanding that such incidental work may have been omitted from the Subcontract Documents and the conditions referenced therein. If the Subcontract Documents are not complete as to any detail of a required construction system, such detail shall be deemed to an implied requirement of the Subcontract Documents. The Subcontractor expressly agrees to perform all such work entailed at no additional cost. If the Subcontract Documents fail to describe the material or kind of goods to be used with regard to any particular aspect of the Subcontract Work, then it is the duty of the Subcontractor to inquire as to proper material or goods to be used.

(p) Subcontractor hereby warrants it holds the Florida Contractor's license number set forth on page 1 of this Subcontract that said license is in good standing. At any time during the duration of this Subcontract should this license become invalid for any reason, or should a Complaint be filed with the Florida Division of Construction Licensing with regard to the license, Subcontractor shall advise Contractor within twenty-four hours of the change in Subcontractor's license status or Complaint. At Contractor's sole discretion, Contractor may elect to terminate this Subcontract. Failure to notify Contractor as set forth above will amount to a material breach of the Subcontract.

2. Progress of the Subcontractor Work.

2.1 **Time.** Contractor agrees that Work will commence 10 calendar days from the recording of the Notice of Commencement, which is effective for a period of not less than 18 months, and the issuance of a Notice to Proceed, whichever is latest. Such date is hereinafter referred to as the Commencement Date and Contractor and Subcontractor will execute the Commencement Date Acknowledgement Form attached as Exhibit ___ indicating the Commencement Date.

2.2 **Completion of Subcontract Work.** Time is of the essence. The Subcontractor will perform and progress the Subcontract Work in a prompt and diligent manner and without delay or interference to the completion of the Project, which shall be done in accordance with the Construction Schedule attached hereto as Exhibit B. The Work shall be substantially completed no later than ___ days from the Commencement Date. Subcontractor shall coordinate and commence the several parts of the Subcontract Work at such times and in such order as the Contractor may direct. Subcontractor agrees to promptly procure and prepare materials and manufacture

products, satisfying the specifications and submit samples thereof, if required, to be ready to begin and to prosecute the completion of the Subcontract Work when and as directed by the Contractor. The Subcontractor recognizes that the Contractor has the right to coordinate all work under the Project, and that directives by the Contractor as to the time when the Subcontract Work shall begin and the manner in which it shall be progressed and completed in connection with other work involved in the Project shall be fully and promptly complied with. Subcontractor agrees that notwithstanding any change to the start date for Subcontractor's performance of the Subcontract Work or any part thereof, the Subcontract Work or part thereof shall be performed for time set forth in the attached Exhibit "B", Construction Schedule. The Contractor shall have the right to inspect the progress of the Subcontract Work in the Subcontractor's shop or places other than the Site. Subcontractor accepts the schedule in Exhibit "B".

2.3 Ordering Materials. The Subcontractor shall immediately upon the execution of this Subcontract, place all required purchase orders and prepare all samples, shop drawings and other items requiring the Contractor's approvals so that the Subcontractor's vendors will immediately proceed with preparation and timely delivery of the materials needed for this Subcontract. The Subcontractor shall provide proof of ordering trusses, windows, NC equipment, roof shingles and other items that may be required by the work with lead-time exceeding 10 days, as applicable to the Work.

2.4 Delays. If the Subcontract Work has not sufficiently progressed in the shop or elsewhere, as a result of which any work at the Site is likely to be delayed, the Contractor shall have all the rights set forth in Section 15, regardless of the condition of the work at the Site. If the Subcontractor fails to install, perform and/or supply the Subcontract Work at the Site in a timely manner so that the ensuing operations by others are delayed or interfered with, and continues such failure for a period of twenty-four (24) hours after being given notice to commence performance, the Contractor may permit such operations by others to proceed even though the performance thereof will result in the Subcontractor being required to expend additional funds or labor not contemplated in the bid for the Subcontract Work. The cost of delay contemplated herein, along with the cost of any damage to other work caused by such the Subcontractor, shall be borne solely by the Subcontractor.

2.5 Modification of Schedules. The Contractor at all times reserves the right to alter and modify schedules in determining and coordinating the progress of the Subcontract Work with that of others and the Subcontractor agrees to make no claims against the Contractor based on this cause.

2.6 Compliance by Subcontractor. In the event that the critical path method or any other Project progress planning and control technique is used, the Subcontractor shall comply with all requirements resulting from the use of such technique as to start, completion and phasing of the Subcontract Work.

2.7 **Discrepancies.** In case of a discrepancy or difference between any figures, drawings or specifications, the matter shall be immediately submitted in writing to the Contractor, whose decision shall be final and conclusive and without whose decision said discrepancy or difference shall not be adjusted by the Subcontractor, save only at the Subcontractor's own risk and expense.

3. **Errors in Subcontractor's Work, Deviations and Documents.** The Subcontractor shall be responsible for the full and correct performance of the Subcontract Work, including work of Subcontractor's subcontractors and suppliers. Any errors in Work shall be corrected at the Subcontractor's sole cost and expense. The Subcontractor shall indemnify the Contractor for any costs or expenses attributable to errors in performance by the Subcontractor or the Subcontractor's subcontractors and suppliers. The Subcontractor's obligation hereunder shall include taking field measurements for all of the Subcontract Work. It shall not be incumbent upon the Contractor to discover any mistakes, errors, omissions or deviations from the requirements of this Subcontract in the quality or kind of material used by the Subcontractor or in the shop drawings, schedules and reports submitted by the Subcontractor. The Contractor's approval of the same shall not relieve the Subcontractor from responsibility for unauthorized changes, deviations, omissions or for errors of any sort therein. Performance by the Subcontractor of the Subcontract Work before the required approvals shall be at the Subcontractor's sole risk and expense.

4. **Damage to Work and Equipment.** The Subcontractor agrees that the Subcontractor will protect and prevent damage to all Subcontract Work provided for under this Subcontract. In no event shall the Contractor be liable to the Subcontractor for loss or pilferage or damage to any Work, materials or equipment. Subcontractor agrees and acknowledges that Subcontractor shall be responsible for all risk of loss to Subcontractor's Work, whether caused by any casualty, until the Project is complete, accepted by Owner, and Final Payment issued to Subcontractor. In the event of fire damage and subsequent recovery from on a claim for loss, the Contractor, after first reimbursing itself for the full amount of its claimed loss, will allocate to the Subcontractor such proportion of the remaining fire damage recovery to subcontractors making claim in connection with the same fire incident, as approved by insurer and/or Owner. The Subcontractor's responsibility to the Contractor in the event of fire shall be to the Contractor and not for the benefit in any manner of any insurance company.

5. **Subcontractor's Work Force.** The Subcontractor shall staff the job and shall keep the job adequately supplied with labor and materials at all times to the complete satisfaction of the Contractor. The Subcontractor agrees to have a qualified representative at the job site at all times during the Work, who shall have authority to act as the Subcontractor's agent in all matters concerning the Subcontract Work. Subcontractor shall provide written notice of the name and contact information, including office and mobile telephone numbers and email address, for the qualified representative. The Subcontractor shall work such hours as directed by the Contractor

without additional cost to the Contractor as may be necessary to ensure prosecution and completion of the Subcontract Work in a skillful and expeditious manner within the time limitations of this Subcontract (as may be modified). In the event the Contractor, its sole but reasonable determination, deems an employee of the Subcontractor incompetent, careless, insubordinate or otherwise objectionable, the Contractor shall provide written notice to the Subcontractor of such employee and the Subcontractor shall permanently remove such employee from the Project. Under no circumstances shall Subcontractor remove its project manager or superintendent without authorization from the Contractor.

6. **Strikes, Labor Stoppages.** The Subcontractor shall not employ any persons or means that may cause labor disturbances or stoppages in the Subcontract Work, or the work of the Contractor, other subcontractors employed by the Contractor, the Contractor or other subcontractors employed by the Contractor. The Subcontractor shall conform to prevailing local labor conditions, and any provision of any union contract to which the Subcontractor is a party. If for any reason labor employed by the Subcontractor strikes, the Contractor shall have the right to exercise its remedies set forth in Section 15.

7. **Equal Opportunity, OSHA, Safety.** The Subcontractor shall not commence work hereunder, or once started continue same, until the Subcontractor has complied with all applicable laws with regard to safety and accident prevention, licensure, non-discrimination, overtime compensation, all applicable federal and state anti-kickback and anti-bribery statutes and laws and any and all other matters required by this Subcontract and all pertinent laws and regulations. The Subcontractor agrees that it will conform to all federal, state and local statutes, laws and ordinances, and any regulations thereunder, to provide equal employment opportunity for all individuals without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, age, disability or genetic information. The Subcontractor agrees to observe and comply with all provisions and requirements of the Federal Occupational Safety and Health Act of 1970, and amendments thereto (OSHA), and all other safety requirements of this Subcontract in the performance of the Subcontract Work. Subcontractor agrees to indemnify and hold the Contractor and Palm Beach County harmless from all liability, claims, penalties and damages including attorneys' fees and expenses, resulting from the failure of the Subcontractor in the performance of this Subcontract to comply with any statutes, laws or regulations. The Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention and who shall have the responsibility and full authority to enforce the programs.

8. **Changes to the Subcontract Work.**

8.1 **Generally.** Minor variations that do not affect the contract time or subcontract sum, in the underlying Subcontract Work, where such variations are in accordance with good construction practice, shall be approved and performed by the

Subcontractor at no additional cost to the Contractor. Adjustment of the Subcontract amount, as set forth in Section 11.1 hereof, will be in writing as provided for herein.

8.2 Changes to Work; Additions, Deletions, Claims. The Contractor may, without invalidating this Subcontract, issue written orders to the Subcontractor making changes in, adding to, or subtracting from the Subcontract Work. The Subcontractor shall not deviate from, add to, delete from, or make changes in the Subcontract Work unless so directed by prior written order of the Contractor signed by an authorized representative of Contractor, who shall be the Contracting Officer of the Contractor. Subcontractor will not be compensated for any additional work, unless the written order is expressly approved in writing by the Contracting Officer. This provision requiring signed written authorization for changes may not be modified or amended through any course of conduct between the parties. Upon receipt of a written signed change order from the Contractor, the Subcontractor shall within seventy-two (72) hours notify the Contractor in writing if the Subcontractor claims that such order entitled Subcontractor to additional compensation or extension of time for performance stating the reasons for the same and furnishing a detailed breakdown of the estimated increased costs and/or time. Upon receipt of a written change signed order from the Contractor, subtracting from or deleting work undertaken hereunder, the Subcontractor shall promptly and in any event within seventy-two (72) hours thereafter notify the Contractor in writing the amount of credit, which the Subcontractor estimates the Contractor should receive. Subcontracting shall provide a detailed breakdown of the costs estimated for such deleted work. In order to verify such claims or credit, the Subcontractor shall produce any and all back up documentation and data upon Contractor's request, without limitation, including time sheets, payrolls, foremen's reports, daily reports, bills and vouchers of material suppliers and subcontractors, receiving documents, freight and trucking receipts. The Contractor and Subcontractor shall negotiate and endeavor to agree in writing to any changes in time of performance or in the amounts to be paid or the credit allowed under this Subcontract. In the event the Subcontractor and Contractor are unable to agree, the Subcontractor nevertheless shall, and hereby agrees to proceed with performance as ordered and the question of change in the amount to be paid will either be agreed upon at a subsequent date or resolved by a court of competent jurisdiction. If Subcontractor fails to request additional time or compensation in writing within seventy-two (72) hours after receipt of a particular order from the Contractor making changes in, or adding to the Subcontract Work, or after a dispute as to the Subcontract Work, it shall be construed that there is no additional time or compensation requested or required. However, failure of the Subcontractor to notify the Contractor in writing of the estimated credit as provided for herein, shall, and hereby is authorized from the Subcontractor to the Contractor to estimate the credit to be taken and to deduct the amount so determined from monies due or to become due to the Subcontractor hereunder.

8.3 Work Directives. Although Field Directives by the Contractor may be given, no work which affects the cost of the work, or that may affect other

Subcontractors, shall proceed until a written change order has been signed by both the Contractor and the Subcontractor.

9. Delivery of Work.

9.1 Partial Possession; Delivery of Work; Guaranties. Upon completion of this Subcontract, the Subcontractor shall deliver the Subcontract Work complete and undamaged. Nevertheless, the Contractor shall have the right to take possession of or use any completed or partially completed part of the Subcontract Work, but such possession or use shall not be an acceptance of any Subcontract Work not completed in accord with this Subcontract. In that regard, the Subcontractor agrees to furnish all guaranties for the Subcontract Work required by the Contractor and will execute such guaranties to the Contractor for the benefit of the Contractor. Prior to the acceptance of the Subcontract Work, the Subcontractor and the Contractor shall prepare a punch list of workmanship and materials that are required to be corrected to conform the Subcontract Work to the Subcontract Documents. The Subcontractor shall complete the punch list work within 15 days of receipt of the punch list from Contractor. In addition, the Contractor may retain from the amounts payable to the Subcontractor an amount equal to the cost to repair any punch list items.

9.2 Transfer of Title. All materials, supplies, appliances, and Work which have been made the basis of partial payments or have been incorporated in the Subcontract Work shall be and become the property of the Contractor upon delivery at the Site, or upon being specially adapted for use in or as part of the Subcontract Work, whichever may occur first, free and clear of any liens or encumbrances. If any such materials, supplies, appliances, shall be defective or unsatisfactory, and the Subcontractor has failed or refused to replace any such defective or unsatisfactory materials within forty-eight (48) hours after notice thereof and subject to the provisions of Section 4 hereof, the Contactor may replace said defective or unsatisfactory items at Subcontractor's expense. The Subcontractor shall furnish to the Contractor bills of sale or other instruments of title and Release of Liens as may be required, properly executed, acknowledged and delivered, assuring title to any such materials, supplies, appliances, or Work are free of liens and/or other encumbrances. Subcontractor shall mark or otherwise identify all such materials, supplies, appliances, or Work as the property of the Contractor. In the event of a breach by the Subcontractor of this covenant against a lien, and a lien is nevertheless filed by any materialmen, suppliers or by labor, then the Subcontractor hereby agrees to bond said lien within twenty-four (24) hours after same is filed and to cause its discharge or recordation of the bond.

10. Payment of the Subcontract.

10.1 Contract Price. The Contractor shall pay to Subcontractor the sum of _____ (_____.00) subject to such adjustments as provided for in the Subcontract Documents.

10.2 **General Terms.** Payment terms are Net 30 days from the acceptance of a properly completed invoice with all supporting documentation. Acceptance means that all the billed work has been performed and is complete, and all invoicing requirements have been met. Submit Pay Application(s) to:

West Palm Beach Housing Authority
Attn: Joel Hatcher, Cottage Homes Project 3700 Georgia Avenue
West Palm Beach, FL 33405

10.3 **Invoicing.** Subcontractor shall submit invoicing as Applications for Pay, on AIA Forms G702 and G703. All Applications for Pay shall also include an invoice detailing the actual work that is billed on the Application for Pay, and an applicable Partial Release of Lien, referencing the proper amount being billed, along with the proper period of work. Prior to, or along with the subsequent Application for Pay, Unconditional Releases for the previous application for pay will need to be submitted to the Contractor to show receipt of payment from the Contractor, and payment by the Subcontractor to all of its subcontractors, if applicable. All Applications for Pay shall be reduced by 10% to be held as "retainage", with exception of the final Application for Pay, which should be for the payment of all accumulated retainage on the project. Under no circumstances shall the amounts reflected on the applications for pay cumulatively exceed the contracted price as set forth in the Subcontract Documents. Applications for Pay and Invoices shall also be numbered, include dates of service, location serviced, Project Name and the contract number, if applicable.

11. **Palm Beach County Contracting Requirements & Intended Third Party Beneficiary**

11.1 **Generally.** The Subcontractor understands and acknowledges that the Contractor/Owner has a Developer & Operator Agreement, dated January 12, 2021 with Palm Beach County, Florida ("County") for the development, construction, ownership and operation of the Cottage Homes Project ("County Agreement"). The Contractor/Owner, has entered into this Subcontract with Subcontractor in furtherance of the County Agreement and the County shall be an intended third party beneficiary to this Subcontract, is entitled to the rights and benefits hereunder and may enforce the provisions of this Subcontract as if it were a party, including the right to sue and enforce this Subcontract as if it were a signatory hereto.

11.2 **Express Agreement for Assignment.** In the event the County Agreement with the Contractor/Owner is terminated and the Facility and Site revert to the County, this Subcontract may be assigned to the County and Subcontractor expressly agrees to said assignment.

11.3 **Project Documents.** Subcontractor agrees that any and all Project documents generated pursuant to the County Agreement and this Subcontract shall be delivered to the County upon its request.

11.4 Sub-Subcontractors. If applicable, to the extent that Subcontractor sub-subcontracts any of the Subcontractor Work provided for herein, the County shall be an intended third party beneficiary of said sub-subcontract and Subcontractor shall provide for the same therein and provide that the said sub-subcontract may be assigned to the County. Any such sub-subcontract shall also provide for 1) insurance in amounts equal or greater than those listed in _____hereof; 2) name the County as an additional insured on such insurance policies of the sub-subcontractor; 3) indemnify and hold harmless the County; and 4) require that the sub-subcontractor deliver to the County any documents and materials prepared by the sub-subcontractor, when requested by the County

11.5 County Representative. The County Representative shall be the following person, unless otherwise notified in writing by the CONTRACTOR:

Fernando Del Dago, AIA, LEED AP BD+C
Director-Capital Improvements Division
Palm Beach County FD&O
2633 Vista Parkway
West Palm Beach, FL 33411-5605

11.6 Indemnification. The Subcontractor agrees to the fullest extent permissible by law to indemnify and hold harmless the County, and its officers, directors, Commissioners, agents and/or employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees and defense costs, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Subcontractor, and other persons employed or utilized by the Subcontractor, in the performance of this Subcontract. None of the parties shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others. **This section shall survive termination of this Contract.**

12. Insurance Requirements

12.1 General Coverage. Prior to undertaking any work under this Subcontract, the Subcontractor shall procure and maintain continuously for the duration of this Subcontract, at no expense to the Contractor, insurance coverage as specified below, in connection with the performance of the work of this Subcontract by the Subcontractor, its agents, representatives, employees and/or subcontractors. The Subcontractor shall procure and maintain policies with insurers with an A. M. Best Company Rating of at least A-, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Subcontract, whether such services, work and operations be by the firm, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable. The Subcontractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that

subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater. These insurance requirements shall not limit the liability of the Subcontractor.

12.2 Additional Insureds. The Subcontractor's liability insurance policies shall be endorsed to name the West Palm Beach Housing Authority (CONTRACTOR) and to name the County as additionally insureds.

(a) The Additional Insured endorsement for the CONTRACTOR shall read "West Palm Beach Housing Authority, 3700 Georgia Avenue, West Palm Beach, FL 33405."

(b) The Additional Insured endorsement for the County shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Facilities Development and Operations Department, 2633 Vista Parkway, West Palm Beach, FL 33411."

12.3 Minimum Coverage Amounts. Subcontractor shall maintain the following policies and minimum amounts:

Workers Compensation Coverage

The Subcontractor shall maintain workers compensation insurance for all workers compensation obligations imposed by State and Federal Laws, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Chapter 440 of the Florida Statutes. Subcontractor shall also purchase any other coverages required by law for the benefit of employees. The minimum amount of coverage shall be \$1,000,000 each accident.

General Liability Coverage - Occurrence Form Required

Coverage A, shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent firms, contractual liability covering this agreement, contract or lease, broad form property damage coverage's, and property damage resulting from explosion, collapse or underground (XCU) exposures.

Coverage B, shall include personal injury.

Coverage C, medical payments, is not required.

The Subcontractor agrees to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the CONTRACTOR's acceptance of renovation or construction projects.

Minimum limits shall be no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.

Business Auto Liability Coverage

Subcontractor will maintain business auto liability coverage to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use. Minimum insurance shall be \$1,000,000 combined single limits for property damage and body injury per occurrence.

12.4 Waiver of Subrogation. Subcontractor hereby waives any and all rights of subrogation against the Contractor, Owner and the County, its officers and employees for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subcontractor shall agree to notify the insurer and request the policy be endorsed with a "Waiver of Transfer of Rights of Recovery Against Others", or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Subcontractor enter into such an agreement on a pre-loss basis.

12.5 Evidence/Certificates of Insurance. Required insurance shall be documented in certificates of insurance. If and when required by the Contractor, certificates of insurance shall be accompanied by documentation that is acceptable to the Contractor establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the Contractor/Owner and the County at least 30 days prior to coverage renewals. Failure of the firm to provide the Contractor and the County with such renewal certificates may be considered justification for the Contractor to terminate this agreement. Certificate should provide that the Contractor shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Contractor, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Subcontractor's obligation to fulfill the insurance requirements herein. If requested by the Contractor, the Subcontractor shall furnish complete copies of the insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

Subcontractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and the legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Subcontract. Neither party to this Subcontract shall assign the Subcontract or sublet it as a whole without the written consent of the other (which consent shall not be unreasonably withheld), except that Subcontractor

acknowledges and agrees that Contractor has the right to assign this Subcontract to the County without Subcontractor's consent. In the event of an assignment, the Subcontractor will continue to be liable for all its obligations and performance hereunder.

13. **Indemnity.**

13.1 **Indemnification.** To the fullest extent permitted by law, the Subcontractor expressly agrees to indemnify and hold harmless the Contractor, Owner, County, the architect, and the engineer and their respective officers, directors, agents, and employees herein called the "indemnitees" from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to person or property caused in whole or in part by any act, omission, or default by the Sub-contractor or its sub-subcontractors, materialmen, or agents of any tier or their employees, arising out of this Subcontract or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnities' gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Sub-contractor or its sub-subcontractors, materialmen, or agents of any tier or their respective employees.

The indemnification obligations under this Subcontract shall not be restricted in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the Sub-contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Sub-contractor or of any third party to whom Sub-contractor may subcontract a part or all of the work.

13.2 **Limitations.** The indemnification obligations of Subcontractor under this Paragraph and elsewhere in this Subcontract shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which Subcontractor is required to carry under this Subcontract. The Indemnified Parties' right to indemnification by Subcontractor under this Paragraph shall be independent of the Indemnified Parties' rights under the insurance to be provided by Subcontractor under this Subcontract.

13.3 **Duty to Defend.** Subcontractor's duty to defend the Indemnified Parties is entirely separate from, independent of, and free-standing from Subcontractor's duty to indemnify the Indemnified Parties, including, without limitation, the defense of the Indemnified Parties against claims for which the Indemnified Parties (or any of them) may be strictly liable and applies whether the issue of Subcontractor's liability, breach of this Subcontract or other obligation, or Subcontractor's responsibility has been

determined and whether the Indemnified Parties (or any of them) have paid any sums or incurred any detriment, arising out of or resulting directly or indirectly from Subcontractor's performance of the Subcontract Work. Such defense obligation shall arise immediately upon presentation of a Claim by any party, which arises out of or is connected to the work performed by Subcontractor and written notice of such Claim being provided to Subcontractor. Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Subcontract is terminated as well as while it is in force, and shall continue until it is determined by final judgment that any and all actions against the Indemnified Parties for such matters, which are indemnified hereunder, are fully and finally barred by applicable Law.

13.4 Right to Reimbursement. Subcontractor shall reimburse Contractor and/or Owner and/or County for any Claims or losses incurred by them within five (5) business days of notification from Contractor/Owner or County. Contractor and/or Owner may deduct payments made from any monies due or to become due to Subcontractor pursuant to this Subcontract or from any other agreement then existing between Subcontractor and the party seeking reimbursement. Contractor and/or Owner may withhold from any monies due or to become due Subcontractor such sums as shall be reasonably necessary to protect Contractor/Owner from any Claims under Section 13.

13.5 Limits. The provisions of this Section 13 shall not apply to any Claims, which arise out of the sole negligence or willful misconduct of the Indemnified Parties.

14. Work Under Protest.

If the Contractor directs the Subcontractor to perform work as part of this Subcontract, which work the Subcontractor believes is not Subcontract Work, the Subcontractor shall advise the Contractor in writing setting forth in detail the reasons for the Subcontractor's contention. Pending further advice from the Contractor, the Subcontractor shall not proceed with the work in dispute. After the Contractor has investigated the reasons for the Subcontractor's contention and the Contractor still believes the work in contention to be Subcontracted Work, the Contractor will so advise the Subcontractor. Upon receipt of such advice from the Contractor, the Subcontractor shall proceed with the disputed work forthwith, but the Subcontractor may at the same time advise the Contractor that it is doing so under protest. In the event the Subcontractor proceeds under protest, the matter shall be determined by the negotiation between the parties involved.

15. Contractor's Options in Event of Breach, Default or Bankruptcy. In the event the Subcontractor fails to perform the Subcontract Work or comply with the notices provided for in this Subcontract or in the event of any other breach by the Subcontractor of the terms of this Subcontract or in the event that a petition under any of the provisions of the bankruptcy laws of the United States of America or any state or other jurisdiction is filed by or against the Subcontractor or in the event any of the

provisions of any of the said bankruptcy laws are invoked by or against the Subcontractor or in the event the Subcontractor admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors or in the event the Subcontractor is adjudicated a bankrupt or insolvent or a receiver, trustee or liquidator is appointed for any of its properties or its properties pass into the hands of any legal representative, the Contractor, without further notice to the Subcontractor, shall have the right to any one or any combination of the following remedies:

(a) Supply such number of workers and quantity of material, equipment, etc., as the Contractor deems advisable in and about the completion of such work and charge the cost thereof together with all other reasonable expenses to the Subcontractor.

(b) Terminate the Subcontractor's right to proceed with any part of the Subcontract Work or any part of the labor and materials hereby sublet and after such termination to re-let such work and supply the same through its own forces or through other subcontractors or any other means and to charge the cost thereof and all expenses incident thereto against the within Subcontract price, and if the said Subcontract price shall be insufficient the Subcontractor shall pay the excess cost to the Contractor. If the Contractor exercises this right, it may take possession of and utilize in completing any part of such work, such materials, appliances and plant as may be on the Site, whether supplied by the Subcontractor or not.

(c) Terminate this Subcontract entirely and the Subcontractor shall be entitled to no monies of any kind, but shall remain liable for any damage that the Contractor has suffered or may suffer.

(d) If the Contractor is of the opinion that the Subcontractor is not performing any part of the Subcontract Work properly or on a timely basis or is performing the Subcontract Work in such a way that in the opinion of the Contractor, the Subcontractor is (i) causing delay to the other trades performing work on the Project, or (ii) causing the Contractor to alter its scheduling sequence of other trades performing work on the Project, the Contractor may terminate the right of the Subcontractor to proceed with any separate parts of the work without terminating the entire Subcontract ("Partial Termination"). The Contractor may exercise such right upon giving two (2) days written notice to the Subcontractor, whereupon the Contractor may after the said two (2) days take whatever steps it may deem necessary to perform those parts of the Subcontract Work so terminated, and the Contractor shall charge the cost thereof, together with all reasonable expenses to the Subcontractor.

(e) If this Subcontract is terminated by the Contractor pursuant to the provisions hereof, all materials at the Site shall belong to the Contractor and all tools and equipment of the Subcontractor shall remain upon the Site premises and the Contractor shall have the right to use the same without expense to the Contractor, but after the principal Subcontract Work has been fully completed and accepted by the Contractor, the Subcontractor may remove such of the tools and equipment as still

remain, but the Contractor shall not be liable for anything that has been lost, worn out or destroyed.

(d) If any of the events listed in this Section 16 occurs and a legal representative of the Subcontractor is appointed by any court, whether such representative be a trustee, receiver assigned for the benefit of creditors, debtor in possession or whatever the designation may be, the said legal representative shall have no right whatsoever to assume the performance of this Subcontract unless the Contractor agrees to the same in writing, and in the absence of such writing, the legal representative shall have no rights with respect to this Subcontract whatsoever.

16. Extensions of Time; Suspension; Delay; Termination for Convenience.

16.1 Delay. In the event the Subcontract Work is delayed without fault of the Subcontractor, the Subcontractor agrees that the Subcontractor will notify the Contractor in writing of the nature and cause of such delay within forty-eight (48) hours of the arising of the cause for claims of delay. Should the Subcontractor fail to strictly comply with the provisions of this Section 16, the Subcontractor shall waive all rights the Subcontractor may have for extension of time in performance of this work. The Subcontractor's rights with respect to delay are hereby specifically limited to an extension of time, and Subcontractor shall have no claim for damages against the Contractor arising out of delay from any cause whatsoever. Acceptable grounds for consideration of an extension of time due to delay beyond the Subcontractor's control are limited to labor disputes not within the Subcontractor's control and which cannot be overcome by the retention of alternative labor; unusually adverse weather conditions, or actions by governmental or civil authorities which are beyond the Subcontractor's control.

16.2 Suspension. The Contractor may order the Subcontractor to suspend all or any part of the Subcontract Work for such period as may be determined by it to be necessary or desirable for the convenience of the Contractor.

16.3 No Liability. Any provision in this Subcontract to the contrary notwithstanding, the Contractor shall not be liable to the Subcontractor for any delay caused by the Contractor or by other contractors employed by the Contractor.

16.4 Damage. The Subcontractor agrees that if it shall delay the progress of the Subcontract Work so as to cause any damage for which the Contractor shall suffer or become liable, it shall make good to the Contractor all such damage and should it finish the Subcontract Work after the time herein provided for completion, the assent or permission of the Contractor to such delayed finishing shall not be construed as a waiver of the Subcontractor's obligation to make good any damage caused by such delay or default.

16.5 Reimbursement of Damages. In the event any acts or omissions of the Subcontractor cause or contribute to any failure on the part of the Contractor to complete all Subcontract Work within the time scheduled for the completion of the Project, the Subcontractor shall upon demand of the Contractor promptly pay to, and reimburse the Contractor for the amount of any damages caused or contributed by the Subcontractor or apportioned to it in the event such delay is caused by more than one (1) subcontractor.

16.6 Termination for Convenience. Contractor reserves the right to terminate this Subcontract and all rights and obligations hereunder, without cause, and at Contractor's sole discretion and convenience by giving ten (10) days written notice thereof to Subcontractor. In the event of a termination pursuant to this section, Subcontractor shall be entitled to recover its partial and final payment for all Subcontract Work performed through the date of termination, as well as costs incurred due to the termination (demobilization) but in no event shall be entitled to payment for any Subcontract Work not performed, including profit that would have been realized on the Work not yet performed. In no event shall Contractor be liable for any lost profits, lost opportunity damage, or consequential damages.

17. No Waiver of Contract. Failure by the Contractor in any instance to insist upon observance or performance by the Subcontractor of all the terms, conditions or provisions of this Subcontract shall not be deemed a waiver by the Contractor of any such observance or performance. No waiver shall be binding upon the Contractor unless in writing signed by an individual on the Authorized Representative List of Contractor and shall then be for the particular instance only. Waiver of any one breach shall not be a waiver of any other breach; payment of any sum by the Contractor to the Subcontractor with the knowledge of any breach shall not be deemed a waiver of any such breach or any other breach.

18. Salvage. All salvage shall belong to the Contractor and shall be delivered by the Subcontractor to a point or points on the Site designated by the Contractor and the Subcontractor shall have no right or claim thereto whatsoever.

19. Performance and Payment Bonds.

If the Subcontractor's contract price is \$200,000 or over, the Subcontractor shall be required as part of the contract award, to furnish 100% Performance and Payment Bonds as a condition of performing and an assurance of completing the work. The bonds must be obtained from a guarantee or surety company acceptable to the U.S. Government and authorized to do business in the State of Florida. Further, the payment and performance bond/bonds must be in compliance with Section 255.05, Florida Statutes. WPBHA and Palm Beach County shall be listed as co-obligees on the payment and performance bond(s).

U.S. Treasury Circular Number 570 (<https://www.fiscal.treasury.gov/surety-bonds/circular-570.html>), lists companies approved to act as sureties on bonds securing Government contract, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Individual Sureties shall not be considered.

20. Increases in Labor and Materials.

It is understood that at the time of the execution of this Subcontract the parties hereto are aware of the possibility of increases in the prices of labor and materials necessary to perform this Subcontract and/or the difficulty in obtaining same. It is accordingly understood that no claim shall be made by the Subcontractor for an increase in the Subcontract price herein referred to even though it may be necessary to obtain materials from local warehouse stocks or otherwise in order to perform within the Subcontract time. The Subcontractor shall at no time claim that the Subcontract price was predicated on obtaining materials from any particular or unusual source or supply. If it be thereafter claimed that the Subcontractor finds that the price of labor and materials herein provided for is increased to any extent, for any reason whatsoever, including (but without limiting the generality of the source of causes of such possible increase) strikes, forced or voluntary agreements between employer and employee, present or future federal, state or municipal regulations, enactments, statutes, decrees, present or future codes, trade association agreements, whether the same be brought by statute, agreement or otherwise, freight rates or any change of economic conditions whatsoever, it is understood that any and all risks of increase in price of labor or materials have been contemplated by the Subcontractor and have been taken into full consideration in arriving at the Subcontract price. The Subcontractor shall at no time claim such increase even though the Subcontractor has been brought into a period of increased labor and material costs by reason of any delays of the Contractor, and of its other subcontractors, the Contractor or its representatives, of other independent subcontractors employed by the Contractor, or for any other cause whatsoever.

21. Claims by Other Subcontractors.

If other independent subcontractors on the Project hold the Contractor and/or Owner responsible for any damages sustained through any act or omission of any of its subcontractors, then the Subcontractor accordingly agrees to indemnify and hold harmless the Contractor and Owner and County by reason of any claims, demands, judgments, liabilities, or other adverse action, which may be made against the Contractor and/or Owner by any other independent contractor on the Project and which arise out of any act or omission of the Subcontractor.

22 Patent or Copyright Infringement.

In the performance of the Subcontract Work, the Subcontractor shall not infringe on any patents or copyrights and agrees to indemnify and hold the Contractor and/or Owner and County harmless against any and all losses and liabilities, including expenses arising out of any such infringements and actions for damages because of such infringements.

23. Notice.

Unless otherwise specified herein, all notices given within the terms of the agreement shall be in writing and will be delivered personally or through electronic mail (email) or sent by confirmed facsimile transmission, overnight letter or United States certified mail, proper postage prepaid at the addresses provided in this section. Either party may change the person or the address to which notices are directed by giving written notice to the other party. Personally delivered, confirmed facsimile and email notices will be deemed given when delivered. Notices sent by United States certified mail, return receipt requested, will be deemed given three (3) business days after dispatch. Notices sent by overnight letter will be deemed given on the next business day after dispatch. Notwithstanding the foregoing, notices of change of address will be deemed given only upon receipt by the party to whom it is delivered.

If to Contractor: Linda Odum, Executive Director

With copy to: Joel Hatcher, Director of Construction Services
West Palm Beach Housing Authority
3700 Georgia Avenue
West Palm Beach, FL 33407

If to Subcontractor: _____

24. Other Provisions.

24.1 Dispute Resolution. Any disputes or misunderstandings that may arise under this Subcontract concerning the Subcontractor's performance shall first be resolved through amicable negotiations, if possible, between the Contractor's Project Manager and WPBHA's Representative, or if necessary, shall be referred to the Contracting Officer of the WPBHA. If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to, alternate dispute resolution processes.

24.2 Attorney's Fees. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under the Subcontract Documents (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall be responsible for its own attorney fees, and costs and expenses incurred.

24.3 Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subcontractor: (i) provides a service; and (ii) acts on behalf of the Contractor/Owner as provided under Section 119.011(2) F.S., the Subcontractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subcontractor is specifically required to:

(a) Keep and maintain public records required by the Subcontractor to perform services as provided under this Subcontract.

(b) Upon request from the Contractor/Owner's Custodian of Public Records, provide the Contractor/Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 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 for the duration of the contract term and following completion of the Subcontract, if the Subcontractor does not transfer the records to the public agency.

(d) Upon completion of the Subcontract the Subcontractor shall transfer, at no cost to the Contractor/Owner, all public records in possession of the Subcontractor unless notified by Contractor/Owner's representative/liaison, on behalf of the Custodian of Public Records, to keep and maintain public records required by the Contractor/Owner to perform the service. Failure of the Subcontractor to comply with the requirements of this article shall be a material breach of this Subcontract. Contractor/Owner shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subcontractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

24.4 Independent Contractor. The parties agree that the Subcontractor is an independent contractor and its personnel are employees of the Subcontractor and shall not be deemed to be and shall not hold itself out as an agent, joint venture, legal representative or employee of the Contractor and/or the County.

24.5 Compliance with Laws. Any provisions hereof to the contrary notwithstanding, Subcontractor shall observe and abide by and perform all of its obligations hereunder in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the Project.

24.5 Warranty. The Subcontractor guarantees that all materials (including but not limited to mechanical, plumbing and electrical) and equipment furnished by it will be new, that all Work performed and all materials and equipment furnished by Subcontractor will be of good quality, free from faults and defects and will conform to the Subcontract Documents as to kind, quality, function, design, and characteristics of materials and workmanship specified; provided, however, Subcontractor makes no warranty with respect to appliances (except for their installation) if a warranty for such appliances is provided by the manufacturer, and which Subcontractor shall assign to Owner. Except as provided above, the Subcontractor shall remove, replace, and repair at its sole cost and expense, all defects in or to the Work occurring within one (1) year from the date of the permanent Certificate of Completion or Certificate of Occupancy whichever is applicable. Subcontractor shall repair, replace or otherwise cure any defect not later than two weeks after receipt of a notice from Owner (or its agent) describing

the defect, or if said defect cannot be cured within said two weeks, Subcontractor shall commence curing said defect within the two week period, and shall proceed thereafter with all due diligence. Notwithstanding the foregoing, in the event of a defect which threatens damage to person or property, Owner may undertake to cure the defect without waiting for Subcontractor to do so, and may charge the Subcontractor with the cost thereof. However, in cases of non-emergency, Owner shall give the Subcontractor three (3) days notice to cure such defect. The benefits of this Section 24.5 shall inure to the benefit of the Owner, the County, and its successors and assigns. In addition, any bond or guarantee which may be required of the Subcontractor under the Subcontract shall inure to the benefit of the Owner, the County, and its successors and assigns. Notwithstanding the foregoing or anything contained in the Subcontract, all Subcontractor's warranties and guarantees shall terminate one (1) year from the date of the permanent or temporary Certificate of Occupancy, whichever is earlier, except as it relates to the roof which will have a Manufacturer Extended Warranty for not less than 20 years.

25. **Miscellaneous Provisions**

25.1 **Security.** Subcontractor shall be responsible for securing the premises at all times.

25.2 **Duration of Work:** Subcontractor shall assure that neither Subcontractor nor its sub-subcontractors shall perform 100% of its work on nights, weekends, or holidays. Work shall be conducted during normal business working hours or such other reasonable times as may be approved by Contractor. Duration of work shall occur at minimum for one working day, unless otherwise waived by the Contractor.

25.3 **Successors and Assigns.** The Subcontractor and Contractor each bind their respective successors and assigns in all respects, to all the terms, conditions and covenants and provisions of this Agreement.

25.4 **Entire Agreement.** This is the entire agreement between the parties and may not be modified or amended except by a written documents signed by the Contracting Officer and or Authorized Representative.

25.5 **Severability.** In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

25.6 **Venue.** Palm Beach County, Florida shall be proper venue for any litigation involving this Agreement.

25.7 **Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Agreement are for convenience or reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

25.8 **Counterparts.** This Agreement may be executed in counterparts, in which case each counterpart will be deemed an original all executed counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Subcontract to be duly signed and executed, and their respective seals affixed hereto by their respective duly authorized officers as of the day and year first above written.

SUBCONTRACTOR

WEST PALM BEACH HOUSING
AUTHORITY

Title: _____

Linda Odum, Executive Director

GENERAL CONDITIONS

SUBCONTRACTOR will provide all the required labor, materials, equipment, staging, and permits to complete the Subcontract Work.

1. Provide all supervision, labor, materials & equipment to complete the Work per the Subcontract Documents.
2. It shall be the responsibility of the Subcontractor to review the Subcontract Documents and provide the Work in accordance with the guidelines set forth in the Subcontract Documents and according to the governing building code requirements.
3. Subcontractor shall be bound by the terms of this Subcontract as well as the contract agreement between Contractor and the County.
4. Provide one (1) electronic and four (4) hard copies of all shop drawings and submittals per the Subcontract Document requirements and per requirements of governing building department.
5. Provide one (1) digital and four (4) hard copies of all close-out documents including but not limited to the following:
 - a. Warranty letter guaranteeing all work for a period of one year from date of completion
 - b. One (1) set of red-lined drawings reflecting any changes
 - c. All O&M manuals as applicable
 - d. Cut sheets and/or approved submittals/shop drawings reflecting all products used
 - e. Contact information for principals of company
6. Provide all scaffolding, stages, lifts, ladders, cranes, and temporary conveying systems required to complete this scope of work.
7. This Subcontractor is responsible to coordinate, control, manage, and supervise all material orders, detailing, fabrication, and delivery of materials to the jobsite in accordance with the project schedule and space limitations of the jobsite.
8. Provide and install all materials meeting the standards and requirements set forth in the Subcontract Documents for intended use, if discrepancies exist, the highest standard will govern this work.
9. All materials provided shall be in accordance with applicable Building Codes and all applicable statutes.
10. The Subcontractor shall implement and put into effect all safety requirements, standards and governing regulations as may be applicable to the entire scope of the

work defined by this Subcontract including those set by the Occupational Safety & Health Administration (OSHA). Provide all requested and required safety plans for the project including, but not limited to, Trenching and Excavation Plan, Scaffolding Plan, Fall Protection Plan and Confined Space Plan.

11. Attend all weekly Subcontractor and Safety Meetings while performing work on site, as applicable. Failure of an authorized company representative to attend and sign in will result in an immediate \$500 penalty and deductive change order. This is clause non-negotiable.
12. Provide a written project specific safety plan for work on the project. Contractor will follow the three strike policy; subsequent the third safety violation issued by a Contractor representative to the authorized company representative, an immediate \$500 penalty and deductive change order will be issued for each occurrence thereafter. This is clause non-negotiable.
13. Daily cleanup of debris and organization of the Subcontractor's materials is required while performing work onsite, shall the Subcontractor fail to perform these requirements, a Contractor representative will notify the authorized company representative in writing, and if said condition is not corrected within 24hrs, Contractor will provide a deductive change order to correct the condition.
14. Subcontractor will be responsible for parking non-company vehicles offsite, Contractor will try and designate an area for personnel vehicles onsite but site conditions may restrict these efforts.
15. Price includes all insurance, taxes, license fees, and all permits related to this scope of work.
16. Permits for this scope of work shall be provided by Subcontractor as required by governing municipality.
 - a. Subcontractor is required to request inspections with the governing municipality/inspecting agency.
 - b. Subcontractor to provide a qualified and competent representative to meet with inspector for each inspection associated with this scope of work.
17. A site inspection by the Subcontractor must be documented prior to execution of this Subcontract and is required as part of this scope of work.

Exhibit "A" - Scope of Work

(Attached hereto)

Exhibit "B" – Construction Schedule

Exhibit "C" - Drawing I Specification Log

EXHIBIT F

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: West Palm Beach Housing Authority
 3700 Georgia Avenue
 West Palm Beach, FL 33405

Cottage Homes Project
 3563 Cottage Oaks Ln and 4531 Clemens St.
 Lake Worth, FL 33463

Distribution to: CONTRACTOR
 ARCHITECT
 OWNER
 HFA
 PALM BEACH COUNTY

CONTRACTOR: West Palm Beach Housing Authority (CBC1258445)
 3700 Georgia Avenue
 West Palm Beach, FL 33405

ARCHITECT
 REG Architects, Inc.
 120 South Olive St, Ste 210
 West Palm Beach, FL 33401

APPLICATION NO: _____
 PERIOD TO: _____
 PROJECT NO: _____
 CONTRACT DATE: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACTS SUM \$0.00
- 2. Net change by Change Orders \$0.00
- 3. CONTRACTS SUM TO DATE (LINE 1 + 2) \$0.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$0.00

- 5. RETAINAGE:
 - a. 0 % of Completed Work (Columns D + E on G703) \$0.00
 - b. 0 % of Stored Material (Column F on G703) \$0.00

6. TOTAL EARNED, LESS RETAINAGE (Line 4 less Line 5 Total) \$0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0.00

8. CURRENT PAYMENT DUE \$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$0.00

AMOUNT PAYABLE
 \$
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation sheet that are changed to conform to the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NO: _____

APPLICATION DATE: _____

PERIOD TO: _____

OWNER'S PROJECT NO: 2021-022504

A ITEM NUMBER	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK FROM PREVIOUS APPLICATION (D + E)		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (ENTER % RATE BELOW) 10.00%
1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT G

WEST PALM BEACH HOUSING AUTHORITY

Conditional Partial Release of Lien

The undersigned Lienor, in consideration of the value received, hereby releases its lien and right to claim a lien, to the extent of \$ _____ for services and/or materials furnished through _____, 20__ to the following property:

Cottage Homes Project

Dated on this ____ day of _____, 20__

Lienor: _____

By: _____
(Signatory)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(Notary Public Signature)

Name of Notary typed, printed or stamped
My Commission Expires:

EXHIBIT H

WEST PALM BEACH HOUSING AUTHORITY

Unconditional Partial Release of Lien

The undersigned Lienor, in consideration of the value received, hereby releases its lien and right to claim a lien, to the extent of \$_____ for services and/or materials furnished through _____, 20__ to the following property:

Cottage Homes Project

Dated on this ____ day of _____, 20__

Lienor: _____

By: _____
(Signatory)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(Notary Public Signature)

Name of Notary typed, printed or stamped
My Commission Expires:

EXHIBIT I

WEST PALM BEACH HOUSING AUTHORITY

Conditional Final Release of Lien

The undersigned Lienor, in consideration of the value received, hereby releases its lien and right to claim a lien, to the extent of \$ _____ for services and/or materials furnished through _____, 20__ to the following property. Once this amount is paid, the entire contract value (as amended), will have been paid in full, and no other amounts shall be owed. Once paid, Lienor shall have no further monetary claim to Contractor/Owner:

Cottage Homes Project

Dated on this ____ day of _____, 20__

Lienor: _____

By: _____
(Signatory)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(Notary Public Signature)

**Name of Notary typed, printed or stamped
My Commission Expires:**