



PROSPERITY VILLAGE COTTAGE HOMES PROJECT

Invitation for Bids 23-PVCH-FRAMING AND DRYWALL

September 21st, 2023

Key Information:

***Sealed Bids Due:**

Sealed Bids Delivery Address:

October 25, 2023 by 4pm

Hand-delivery, or courier to:

West Palm Beach Housing Authority

Attn: Lisa Maxwell, 22-PVCH-FRAMING AND
DRYWALL

3700 Georgia Avenue

West Palm Beach, FL 33405

***Sealed bid** means one (1) signed ORIGINAL bid in hard copy form, delivered in an enclosed /taped package or envelope, to be unsealed only after the bid due date/time, and only by the WPBHA. 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

**PROSPERITY VILLAGE
COTTAGE HOMES
PROJECT**

**23-PVCH-FRAMING AND
DRYWALL**

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 **FRAMING AND DRYWALL** portion of the project. Only bids from subcontractors who are qualified, experienced and locally-licensed to perform FRAMING AND DRYWALL, 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 bid due dates and times and the address to submit 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 October 25, 2023 by 4pm 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: Lisa Maxwell, 23-PVCH-Framing and Drywall
 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 over)

As a condition of responsiveness to this solicitation, if the bidder's firm-fixed bid is \$200,000 or over, 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 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.

ELIGIBLE SUBCONTRACTORS

As it applies to 23-PVCH-Framing and Drywall, the WPBHA will only accept bids from companies or individuals which are qualified, experienced and locally-licensed to provide FRAMING AND DRYWALL.

In all cases, a copy of the VALID license/certificate (reflecting the required licensure outlined above), shall be included in your bid

In all cases, the aforementioned license (or Certificate of Competency, local license, as described above for this requirement,) 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 Lisa Maxwell, Director of Construction at lm Maxwell@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 by 2pm on October 13th, 2023 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 (23-PVCH-FRAMING AND DRYWALL) 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 Prosperity Village Cottage Homes Project can be found under the Prosperity Village Cottage Homes header. All solicitations shall have their own, unique Solicitation Number (ex. 23-PVCH-Framing and Drywall).

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.

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 – FRAMING AND DRYWALL 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 FRAMING AND DRYWALL Subcontractor:
 - a. The FRAMING AND DRYWALL Subcontractor must be a qualified, experience and locally-licensed, provider of FRAMING AND DRYWALL.
 - b. The FRAMING AND DRYWALL 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 FRAMING AND DRYWALL Bidder must be able to provide a Bid Surety and follow-on Construction Performance and Payment bond(s), if awarded the contract.
 - d. The FRAMING AND DRYWALL 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 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 – FRAMING AND DRYWALL

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, Lisa Maxwell 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: Lisa Maxwell, 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: October 25th, 2023 at 4pm 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) 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	_____	<u>5</u>	_____
Type 2 (single story 2BR/2BA) 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	_____	<u>6</u>	_____
Type 3 (2-story, 3BR/2BA) 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	_____	<u>5</u>	_____
Type 1 (ADA) (single story 2BR/1BA) Residential Structure Greenland Plat No. 1, Block 1, Lot 8	_____	<u>1</u>	_____
Clubhouse (single story, 2BA) Commercial Structure Greenland Plat No. 1, Block 1, Lot 6	_____	<u>1</u>	_____
GRAND TOTAL: (all 18 structures)			<div style="border: 1px solid black; padding: 2px; display: inline-block;"> \$ _____ </div>

The Bidder, in compliance with Invitation For Bid Number **IFB 23-PVCH-Framing and Drywall**, 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)

**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 License per Eligible Subcontractor Requirement Section	_____
*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)	_____
All Plan Index pages are initialed at the Bottom Of Each Page (See Exhibit D)	_____
A physical site visit has been made	_____
Bid is signed and sealed (one original bid, original ink, not copied)	_____

* 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