

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 19, 2025

☒ **Consent** ☐ **Regular**
☐ **Workshop** ☐ **Public Hearing**

Department: Facilities Development & Operations


I. EXECUTIVE BRIEF

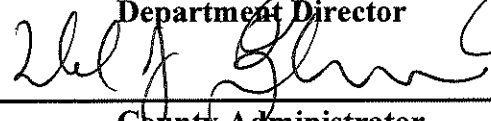
Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the continuing Construction Manager (CM) at Risk Services contract (R2023-0141) with Waypoint Contracting Inc (Waypoint), establishing a Guaranteed Maximum Price (GMP) in the amount of \$794,204.76 for the Duncan Padgett Park Renovation project, Phase 1, for a period of 150 calendar days from notice to proceed.

Summary: On February 7, 2023, the Board of County Commissioners (BCC) approved the continuing CM at Risk Services contract (R2023-0141) with Waypoint for construction management services for various federally funded projects. The Parks and Recreation department intends to convert the existing baseball field on the south side of the property into a new multipurpose field to better serve the users of Duncan Padgett Park. Task Order No. 2 authorized the preconstruction services for the Duncan Padgett Park Renovation project. Amendment No. 2 establishes a GMP in the amount of \$794,204.76 for construction management services necessary for the Duncan Padgett Park Renovation project, Phase 1. The Duncan Padgett Park Renovation project, Phase 1 includes, but is not limited to, the removal and replacement of the existing field lighting and electrical system in order to accommodate the new future multipurpose field. The CM will have 150 calendar days from notice to proceed to substantially complete the construction phase of the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$120 per day. The continuing CM at Risk Services contract was selected through a competitive solicitation in accordance with the federal requirements. This continuing CM at Risk Services contract is exempt from the County's Equal Business Opportunity Ordinance pursuant to section 2-80.22 thereof. The work was competitively solicited by Waypoint utilizing the federal requirements provided by the Department of Housing and Economic Development (DHED). Under the federal requirements, this project does not have an Equal Employment Opportunity (EEO) goal. **Funding for this project is from the Community Development Block Grant (CDBG) funds and Park Improvement Fund. (Capital Improvements Division) District 6 (MWJ)**

Background and Justification: CM at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as the general contractor bidding the subcontracts for construction. Amendment No. 2 authorizes the construction management services necessary for the construction of the Duncan Padgett Park Renovation project, Phase 1.

- Attachments:**
- 1. Location Map
 - 2. Budget Availability Statement
 - 3. Amendment No. 2
 - 4. CM at Risk Services History Sheet

Recommended by:  7/15/25
Department Director Date

Approved by:  7/23/25
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$794,205	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$794,205	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget:

Yes X No _____

Is this item using Federal Funds?

Yes X No _____

Is this item using State Funds?

Yes _____ No X

Budget Account Nos:

Fund 3600 Dept 582 Unit P924 Object 6504 \$523,689.81

Fund 3600 Dept 581 Unit P951 Object 6504 \$270,514.95

CONSTRUCTION	\$794,204.76
STAFF COSTS	\$ 0.00
CONTINGENCY	\$ 0.00
TOTAL	\$794,204.76

B. Recommended Sources of Funds/Summary of Fiscal Impact:

A total of \$523,689.81 of the project cost is funded from CDBG funds and \$270,512.95 is funded from the Park Improvement fund.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

ASD 7/16/25
OFMB 7/16 AA 7/16
SW 7-16-25

Brundage 7/17/25
Contract Development and Control 7-17-25

B. Legal Sufficiency:

[Signature] 7/21/25
Assistant County Attorney

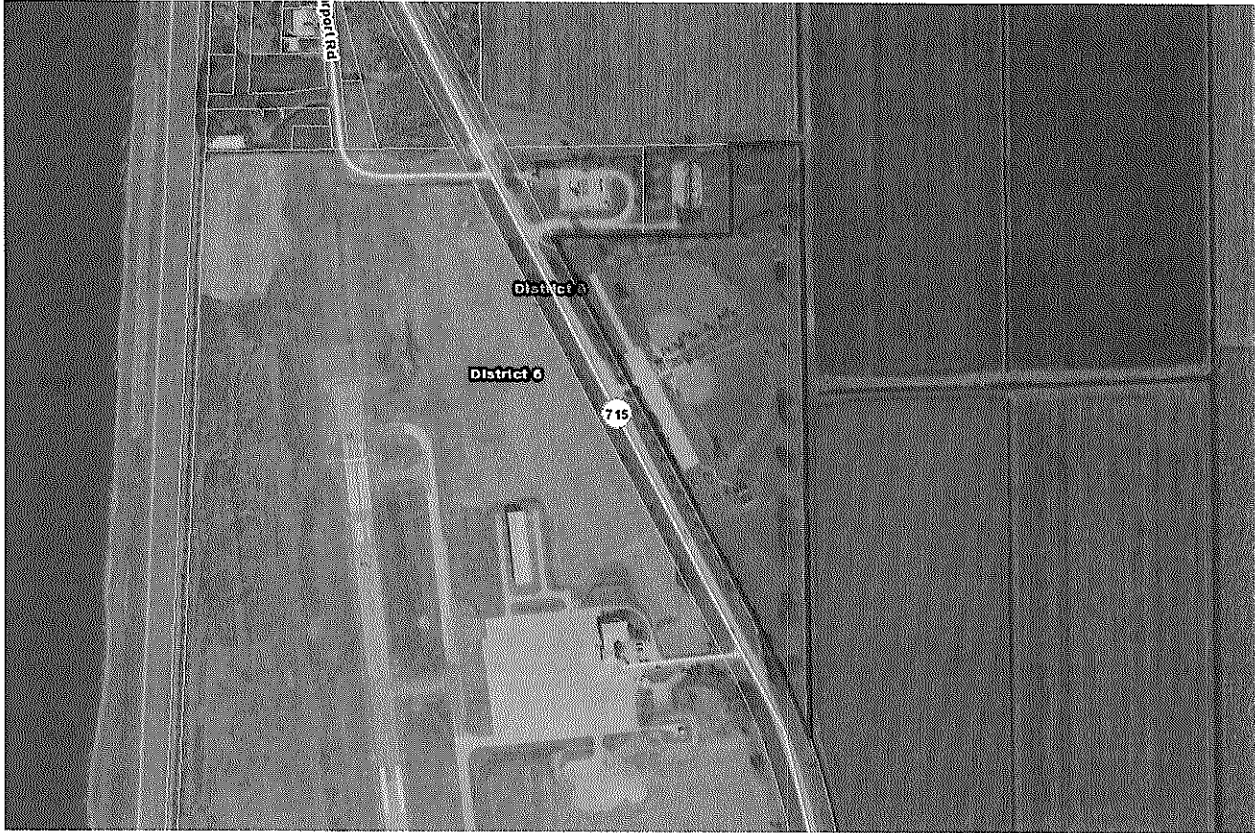
C. Other Department Review:

[Signature]
Department Director

This summary is not to be used as a basis for payment.

LOCATION MAP

Project No: 2023-021063
Project Name: Duncan Padgett Park Renovation
Location: 3701 State Road 715, Pahokee, Florida 33476



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/26/2025 REQUESTED BY: Rocky Roque PHONE: (561) 233-0191
PROJECT TITLE: Duncan Padgett Park Renovation-Phase I
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$ N/A IST PLANNING NO.: N/A
REQUESTED AMOUNT: \$794,204.76 BCC RESOLUTION#: R2023-0141
eFDO #: P-2024-006167 DATE: 02/07/23
AMENDMENT NUMBER: #02 SUPPLEMENT NUMBER: N/A
CSA NUMBER: N/A CHANGE ORDER NUMBER: N/A
PROJECT NUMBER: 2023-021063 W. O. NUMBER: N/A
SERVICE LOCATION: 3701 State Road 715, Pahokee, FL 33476
BUILDING NUMBER: 1050
CONSULTANT: N/A
CONTRACTOR: Waypoint Contracting, Inc. (Federal)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

GMP- Phase I_ Field Lighting & Electric

CONSTRUCTION	\$794,204.76
PROFESSIONAL SERVICES	\$0.00
STAFF COST*	\$0.00
EQUIPMENT/SUPPLIES	\$0.00
ADVERTISEMENT/PERMIT FEES	\$0.00
CONTINGENCY	\$0.00
TOTAL	\$794,204.76

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3600 DEPT: 582 UNIT: P924 OBJ: 6504 - \$523,689.81
FUND: 3600 DEPT: 581 UNIT: P951 OBJ: 6504 - \$270,514.95

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- ☐ Ad Valorem (Amount \$270,514.95)
- ☐ Infrastructure Sales Tax (Amount \$)
- ☐ State (source/type: Amount \$)
- ☐ Federal (source/type: Amount \$)
- ☐ Grant (source/type: CDBG Amount \$523,689.81)
- ☐ Impact Fees: (Amount \$)
- ☐ Other (source/type: Amount \$)

Department: Parks and Recreation

BAS APPROVED BY: Paul J Connell , DATE 6/27/25

ENCUMBRANCE NUMBER: _____

ATTACHMENT #3

AMENDMENT #2
WAYPOINT CONTRACTING INC
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
FOR FEDERALLY FUNDED PROJECTS
PROJECT NAME: DUNCAN PADGETT PARK RENOVATION
PROJECT NO.: 2023-021063

This Amendment is made as of August 19, 2025 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Owner, and **Waypoint Contracting Inc**, authorized to do business in the State of Florida, whose federal tax ID# is 81-4602789, hereinafter referred to as "Construction Manager";

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Continuing Contract between Owner and Construction Manager dated 02/07/23 (R2023-0141) (hereinafter the Continuing Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Continuing Contract as may be supplemented and amended by this Amendment;

WHEREAS, under Task Order #2, Owner assigned Project No. 2023-021063 (the Project) to Construction Manager under the Continuing Contract and set forth all of the Federal Requirements applicable to the Project;

WHEREAS, the Federal Requirements for this Project have been updated; and

WHEREAS, the parties have now established a Guaranteed Maximum Price for Phase I of the Project, including the Construction Manager's fees calculated in accordance with the Construction Manager's Price Proposal attached to the Continuing Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Continuing Contract.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Construction Manager's Representations.** The Construction Manager represents that: The Construction Manager, Trade Contractors, Sub-subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the

Continuing Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identified, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Project.

The Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems.

3. **Federal Requirements.** The applicable Federal Requirements for this project that were set forth in Task Order #2 are hereby deleted in their entirety and replaced by the Federal Requirements attached herein as **Exhibit "C"**.
4. **Guaranteed Maximum Price.** Pursuant to Section 2.2 and Article 6 of the Continuing Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of **\$794,204.76** for the construction of Phase I of the Project. The GMP is based on the following: **Exhibit A**. In the event of a conflict between the terms and conditions of the Continuing Contract and the terms and conditions of Construction Manager's GMP proposal, the terms and conditions of the Continuing Contract shall control.
5. **Schedule of Time for Completion.** The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work within 150 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$120.00/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
6. **EEO Goal.** There is no EEO goal for this project.
7. **Wage Rates.**
*WAGE RATES: The Construction Manager agrees to comply with Davis-Bacon and Copeland Act requirements found at 40 USC 3141 et seq and 18 USC 874. The Davis Bacon Wage Determination is attached hereto and incorporated herein as **Exhibit "B"**.*
8. **Attachments.** The following attachments are attached hereto and incorporated herein by reference:
 - Exhibit A - GMP Summary
 - Exhibit B – Davis Bacon Wage Statement
 - Exhibit C – Updated Federal Requirements
 - Payment Bond
 - Performance Bond
 - Form of Guarantee
 - Insurance Certificate(s)
 - SunBiz Report or Affidavit of Signature Authority
9. **Contract Modifications.** The Continuing Contract is modified as follows: None.

10. Except as specifically modified herein, the Continuing Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Continuing Contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project Number: 2023-021063
Project Name: Duncan Padgett Park Renovation

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County; and an authorized official of the Construction Manager has made and executed this Amendment on behalf of the Construction Manager.

ATTEST:
JOSEPH ABRUZZO, CLERK & COMPTROLLER

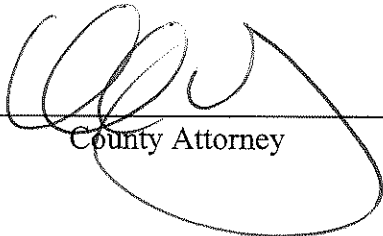
PALM BEACH COUNTY, FLORIDA,
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

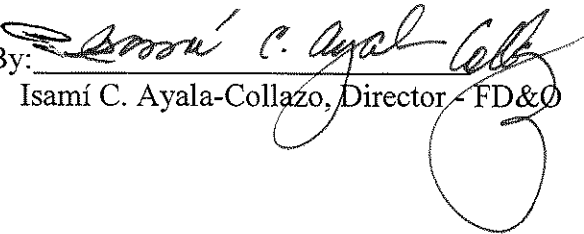
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY:**

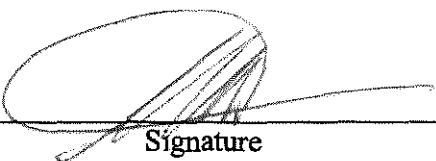
**APPROVED AS TO TERMS
AND CONDITIONS:**

By:  _____
County Attorney

By:  _____
Isami C. Ayala-Collazo, Director - FD&O

Project Number: 2023-021063
Project Name: Duncan Padgett Park Renovation

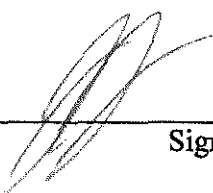
WITNESS SIGNATURE:


Signature

Manuel Vecin

Name (type or print)

CONSTRUCTION MANAGER:
Waypoint Contracting, Inc


Signature

Jorge Lopez

Name (type or print)

President

Title

(Corporate Seal)





Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
WAYPOINT CONTRACTING INC

Filing Information

Document Number P16000094860
FEI/EIN Number 81-4602789
Date Filed 11/29/2016
Effective Date 11/29/2016
State FL
Status ACTIVE

Principal Address

7925 NW 12 STREET, 321
MIAMI, FL 33126

Changed: 01/10/2024

Mailing Address

P.O BOX 558482
MIAMI, FL 33255

Changed: 12/07/2020

Registered Agent Name & Address

Waypoint Contracting, Inc.
7925 NW 12 STREET, 321
MIAMI, FL 33126

Name Changed: 07/26/2022

Address Changed: 07/03/2024

Officer/Director Detail

Name & Address

Title President

LOPEZ, JORGE L ✓
PO BOX 558482
Miami, FL 33255

Title VP

Vecin, Manuel A
P.O BOX 558482
MIAMI, FL 33255

Annual Reports

Report Year	Filed Date
2024	02/06/2024
2024	07/03/2024
2025	02/11/2025

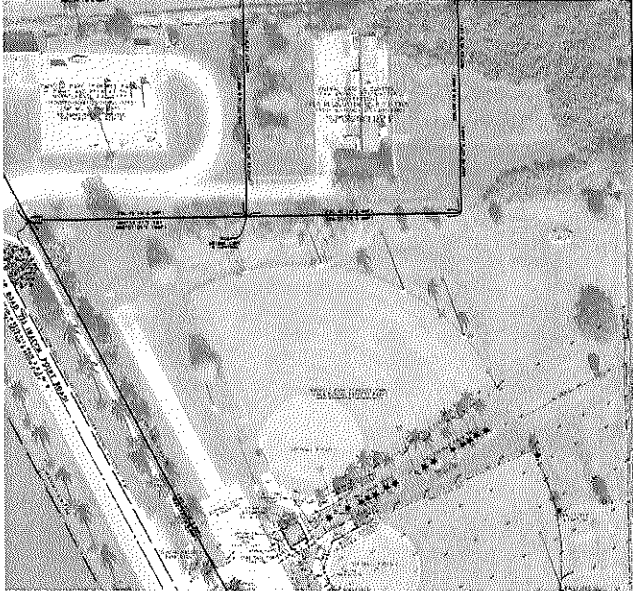
Document Images

02/11/2025 -- ANNUAL REPORT	View image in PDF format
07/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/06/2024 -- ANNUAL REPORT	View image in PDF format
08/31/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2023 -- ANNUAL REPORT	View image in PDF format
07/26/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
07/25/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
07/01/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2022 -- ANNUAL REPORT	View image in PDF format
03/22/2021 -- ANNUAL REPORT	View image in PDF format
03/13/2020 -- ANNUAL REPORT	View image in PDF format
03/21/2019 -- ANNUAL REPORT	View image in PDF format
03/23/2018 -- ANNUAL REPORT	View image in PDF format
03/23/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
03/13/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
02/14/2017 -- ANNUAL REPORT	View image in PDF format
11/29/2016 -- Domestic Profit	View image in PDF format

EXHIBIT A
GMP Summary

PALM BEACH COUNTY

Duncan Padgett Park Renovation



CONSTRUCTION MANAGEMENT GMP Proposal

Phase 1 Field Lighting & Electric

Updated 07-01-25





July 01 , 2025

Waypoint Contracting, Inc.
79255 NW, 12 Street Place, Suite 321
Doral FL 33126
(786) 608-1406

Rocque Roque
Facilities Systems Project Manager
FD&O/Capitol Improvement Division
2633 Vista Parkway
West Palm Beach, FL 33411.
(561) 233-0190

Re: Duncan Padgett Park Renovations Phase 1 Field Lighting & Electric - Updated

Dear Mr. Roque,

As per your request, Waypoint Contracting, Inc. hereby submits this **"Updated GMP Cost Estimate for the Phase 1 Field Lighting & Electric"** proposal to include all preconstruction management services and construction manager fees and services including general conditions, supervision, labor, materials, and equipment for the construction of the **Duncan Padgett Park New Multipurpose Field located** at 3701 State Road 715, Pahokee FL.

This proposal is in accordance with the following.

- 95% Drawing Review Comments
- Duncan Padgett Park Multipurpose Field Plans dated March 2023
 - Updated Boundary Survey Sheet 1 and 2 dated May 24, 2021
 - Demolition Plan, Site Plan, Irrigation Plan, Landscape Plan, Landscape Details, Irrigation Detail, Details Dated March 2, 2023
- Determination of Categorical Exclusion Subject to 24 CFR 58.5
- 95% Construction Documents dated February 20, 2024
- 95% CD Submittal Specifications dated February 20, 2024
- Request for Project Assignment
- Bid Set Documents dated May 10, 2024
- Bid Set Specifications dated May 10, 2024
- Additional Documents with notes and sheet C1.1, C4.1, C4.2, E-2, E-5 and Gate Detail dated May 10, 2024
- Prevailing wages rates Heavy dated 01/ 05 /2024
- RFI response from architect dated 05/31/2024.
- Landscape pics and notes and comments for tree relocation by Mike Rawls dated 6/12/24.

Phone: (786) 608-1406 - Mailing: PO Box 558482, Miami, FL 33255 - www.waypointci.com



This GMP revision is based on re-advertising the project as per the contract requirements. The project was advertised in the Palm Beach post and the Okeechobee Lakes New Paper; the advertisement ran for a period of one month from **3/26/2005 thru 4/27/2005**. See attached posting

From the posting only one additional electrical bid was received from Dayron's Electrical Inc received after the due date on 05/05/2005

Due to the elapsing in the original proposals from the electrical subcontractors and Musco Lighting proposals, Waypoint Contracting Inc reached out reached out to each bidders as requested that they hold the number for their original proposal without any changes. The response was as follows.

- **Musco Lighting has confirmed that they will hold price quote until the project commence.**
- **Davco Electrical Contractors Corp has confirmed that they will hold a price quote until the project commence.**
- **WDM Electrical Inc increased their proposal from \$148,6721.24 to \$150,995.32 an increase of \$ 2,319.08**
- **Ohms electrical has confirmed that they will hold a price quote until the project commence.**
- **American Layout & Land Survey LLC has increased their proposal from \$1,785.00 to \$3,300.00 an increase of \$1,515.00**
- **Smith Fence has confirmed that their price remains the same and will hold the price for the project.**

Please refer to attached back up

CLARIFICATIONS

- This proposal only includes for the field electric Musco Lighting and the electrical power to the irrigation compound.
- It includes concrete pads to secure the Musco Panels
- Proposal include repairs to damaged areas and sod restoration

EXCLUSIONS

- All other works per the drawing. (Demolition, New Soccer field work, irrigation, tree relocation, landscaping and major earthworks, stabilized path, concrete sidewalks, site fencing, compound fence, soccer goal barrier, etc.
- Field Furnishings
- New Soccer Goals.

See attached schedule of estimate for cost and breakdown.

Please review the attached proposal and if you have any questions, please feel free to call and discuss. We look forward to working with you and completing this project in a timely manner for your use.

Sincerely,



Limreal Blanc
Estimator
O: 786.608.1406 | D: 786.472.6735

Phone: (786) 608-1406 - Mailing: PO Box 558482, Miami, FL 33255 - www.waypointci.com

"EXHIBIT A"

Project Name:

Duncan Padgett Park

PBC Project Number:

Date:

Updated 07/1/2025

SCOPE OF WORK		
Duncan Padgett Park Phase 1 Field Lighting and Electric		
Palm Beach County Belle Glades Intake & Assessment Center Renovations		
Description of Work	Estimate	Comments
100% Construction Documents Estimate /	\$744,694.02	Lump Sum
Adjusted Preconstruction	\$8,552.57	<\$Original Estimate
Estimate Contingency @ 3%	\$22,340.82	3% of Construction Cost
Permit Fees @ 2.5%	\$18,617.35	
GMP GRAND TOTAL	\$794,204.76	
Project Schedule Completion	150 calendar days	90 calendar days for permitting, 30 calendar days for construction 30 calendar days for final completion.



DUNCAN PADGET PARK RENOVATION- Electrical Scope Only

BIDS ANALYSIS TAB

Division	Sub Proposal 1	Sub Proposal 2	Sub Proposal 3	Sub Proposal 4	GMP Value	Remarks
SURVEYS	American Layout & Land Surveying \$ 3,300.00	Caulfield & Wheeler Not Bidding			\$ 3,300.00	Waypoint has verified that these items are required for the execution of the project
TEMP FENCE	South Florida Fence Rentals \$2,733.86	Smith Fence \$ 2,786.42	Carlson Fence No Bid -		\$2,733.86	Pro rated cost month . Not to exceed 2 months
Fields Lighting and Poles	Musco Sports Lighting \$ 504,000.00				\$ 504,000.00	Including demotion and disposal of exsiting poles
Electrical	DAVCO Electrical \$ 117,600.00	WDM Electric Inc \$ 150,995.32	Ohms Electric \$ 142,700.00		\$ 117,600.00	Electrical Wiring and new gear



DUNCAN PADGET PARK NEW MULTIPURPOSE FIELD

Solicitations and Bid Requests

From: Manny Vecin
To: Limreal Blanc; Ava Fernandez
Subject: FW: Thank you for placing your order with us.
Date: Wednesday, March 26, 2025 10:10:30 AM
Attachments: image842554.png
image400706.png
image539588.png
image252286.png
image151020.png
image6767174.png
image268856.png

Manny Vecin
Director of Operations
O: 786.608.1406
D: 786.723.6129
www.waypointci.com
f in @



From: Palm Beach Classifieds <pbp.classified@pbpost.com>
Sent: Wednesday, March 26, 2025 10:09 AM
To: Manny Vecin <mvecin@waypointci.com>
Subject: Thank you for placing your order with us.

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records. Note: We reserve the right to edit or cancel at our discretion.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Palm Beach Post's Classifieds Marketplace [HERE](#) to post your future ads.

Job Details	
Order Number:	CWVPB0085000
Classification:	Announcements
Package:	Best
Base amount:	\$409.40
Service fee:	\$16.34
Cash/Check/ACH	
Discount:	-\$0.00
Total payment:	\$425.74
As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.	
Payment Type:	amex
Account Details	
Manny Vecin PO BOX 558482 Miami, FL 33255 786-280-0628	
Schedule for ad number CWVPB00850000	
Thu Mar 27, 2025 - Wed Apr 27, 2025 Palm Beach Post All Zones	
<div>Attn Estimating / Sales Waypoint Contracting is accepting quotes and proposals from sub-contractors for the "Ducan Padgett Park Renovation" Exterior Improvements and Renovation is located at 3701 SR 715 Belle Glade, FL The project includes exterior demolition of existing light poles and installation of a new Musco Lighting system and poles. The plans and specifications Plans can be downloaded from the link below, or by contacting us at info@waypointci.com and include the project name in the subject line. https://drive.google.com/file/d/1rmKEcfGH-7h</div>	

mvecin@waypointci.com
Waypoint Contracting,
Inc
Credit Card - amex
*****1026

zbwNG_XmT3iOZb_jcF-SxQ/view?usp=sharing
"This project is funded by a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) administered through Palm Beach County Department of Housing and Economic Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Palm Beach County requires the use of an online labor compliance reporting system for payroll submittal. Build American, Buy America Act 2 CFR Part 184 requirements apply. Section 3 requirements per 24 CFR Part 75 apply. Section 3 businesses are encouraged to bid on this project."
We would appreciate a proposal on or before April 27, 2025 by 10.00 am. All works to commence on May 30, 2025. Waypoint Contracting, Inc 786-608-1406 info@waypointci.com

Schedule for ad number CWPB00850001

Start date:Thu Mar 27, 2025

Website:Marketplace West Palm Beach Online

Duration30 days

ATTN ESTIMATING / SALES

Waypoint Contracting is accepting quotes and proposals from subcontractors for the “Ducan Padgett Park Renovation” Exterior Improvements and Renovation is located at 3701 SR 715 Belle Glade, FL
The project includes exterior demolition of existing light poles and installation of a new Musco Lighting system and poles.
The plans and specifications Plans can be downloaded from the link below, or by contacting us at info@waypointci.com and include the project name in the subject line.
https://drive.google.com/file/d/1rmKEcfGH-7hzbwNG_XmT3iOZb_jcFSxQ/view?usp=sharing
“This project is funded by a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) administered through Palm Beach County Department of Housing and Economic Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Palm Beach County requires the use of an online labor compliance reporting system for payroll submittal. Build American, Buy America Act 2 CFR Part 184 requirements apply. Section 3 requirements per 24 CFR Part 75 apply. Section 3 businesses are encouraged to bid on this project.”
We would appreciate a proposal on or before April 27, 2025 by 10.00 am. All works to commence on May 30, 2025. Waypoint Contracting, Inc 786-608-1406 info@waypointci.com

From: Manny Vecin
To: Limreal Blanc
Subject: FW: Sub-Contractors - Independent New Media Posting
Date: Monday, March 24, 2025 11:04:20 AM
Attachments: [PaymentReceipt_46859.pdf](#)
[image688459.png](#)
[image541673.png](#)
[image794572.png](#)
[image958012.png](#)
[image401817.png](#)
[image564415.png](#)
[image170042.png](#)
Importance: High

Regards,

Manny Vecin
Director of Operations
O: 786.608.1406
D: 786.723.6129
www.waypointci.com





WAYPOINT
Contracting, Inc.
SOUTH FLORIDA
BUSINESS JOURNAL
2025 BEST PLACES TO WORK

From: Sharon Harvey <Sharon_Harvey@accountscout.com>
Sent: Thursday, March 13, 2025 10:43 PM
To: Manny Vecin <mvecin@waypointci.com>
Subject: Sub-Contractors - REVISION

Manny,

Please review the following proof and order information for your Public Notice/Legal ad running in the Public Notice classification.

Client Name: WAYPOINT
CONTRACTING, INC.
Client Address: WAYPOINT
CONTRACTING, INC.
7925 NW 12th Street,
321
SUITE 203
DORAL FL 33126

Your ad, beginning on 3/26/2025, is ready for your review. Review this ad and let us know of any changes needed. If we do not hear back from you by deadline, we will assume the ad is ready for

publishing.

Ad Order Number: 19134
Classification: Public Notice
Salesperson: Sharon Harvey
Description: Sub-contractors
Number of Issues: 8
First Issue Date: 3/26/2025
Last Issue Date: 4/1/2025
Publications Advertised: Lake Okeechobee News, LakeONews.com
Publications and Dates: LAKO: 3/26/2025, 3/27/2025, 3/28/2025, 3/29/2025, 3/30/2025,
3/31/2025, 4/1/2025
LON: 3/26/2025

Purchase Order Number:
Ad Order Dimensions: 9.2292
Ad Cost: 116.28
Creation Date: 3/13/2025

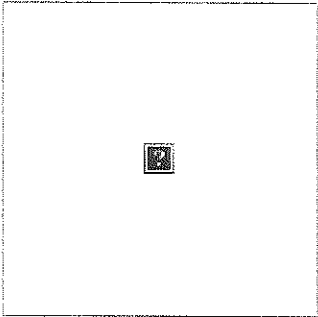
Reply to this email with your approval or any desired changes.

Thank you,

Sharon Harvey
Inside Sales – Classified Dept.
302-741-8297
obits@iniusa.org
classads@iniusa.org
State News/BaytoBayNews.com
Subscribe today, or sign up for a free newsletter
*We strengthen the communities we serve by funding
unbiased journalism and growing local business.*

|

From: PlanHub
To: Limreal Blanc
Subject: Project Posting Confirmation
Date: Thursday, June 6, 2024 11:33:26 AM



PROJECT POSTING CONFIRMATION

Attention: Lim
Company: Waypoint Contracting, Inc.

The following project has been posted to your Plan Room and distributed to your subcontractors for bids:

Project Name: DUNCAN PADGETTE PARK - Multipurpose Field
Store Number: NA
Project Location: 3701 STATE RD 715
Pahokee, Florida 33476
Bid Due Date: 06/21/2024 02:00 PM EST

Project Status: GC Awarded/Sub Bidding
Construction Type: Civil - Renovation/Remodel/Repair, Site Work Only
Labor Status: Davis-Bacon

Project Description:
This project calls for the demolition of an existing Baseball field and convert into a new Soccer football field. Scope includes demo, fencing, grading, ball field woks, Electrical, Musco Lighting, landscape and irrigation.

Special Instructions:
NA

Please check to make sure the information posted is accurate. To edit the project or post status update please login to your dashboard.

[Login To Planhub](#)

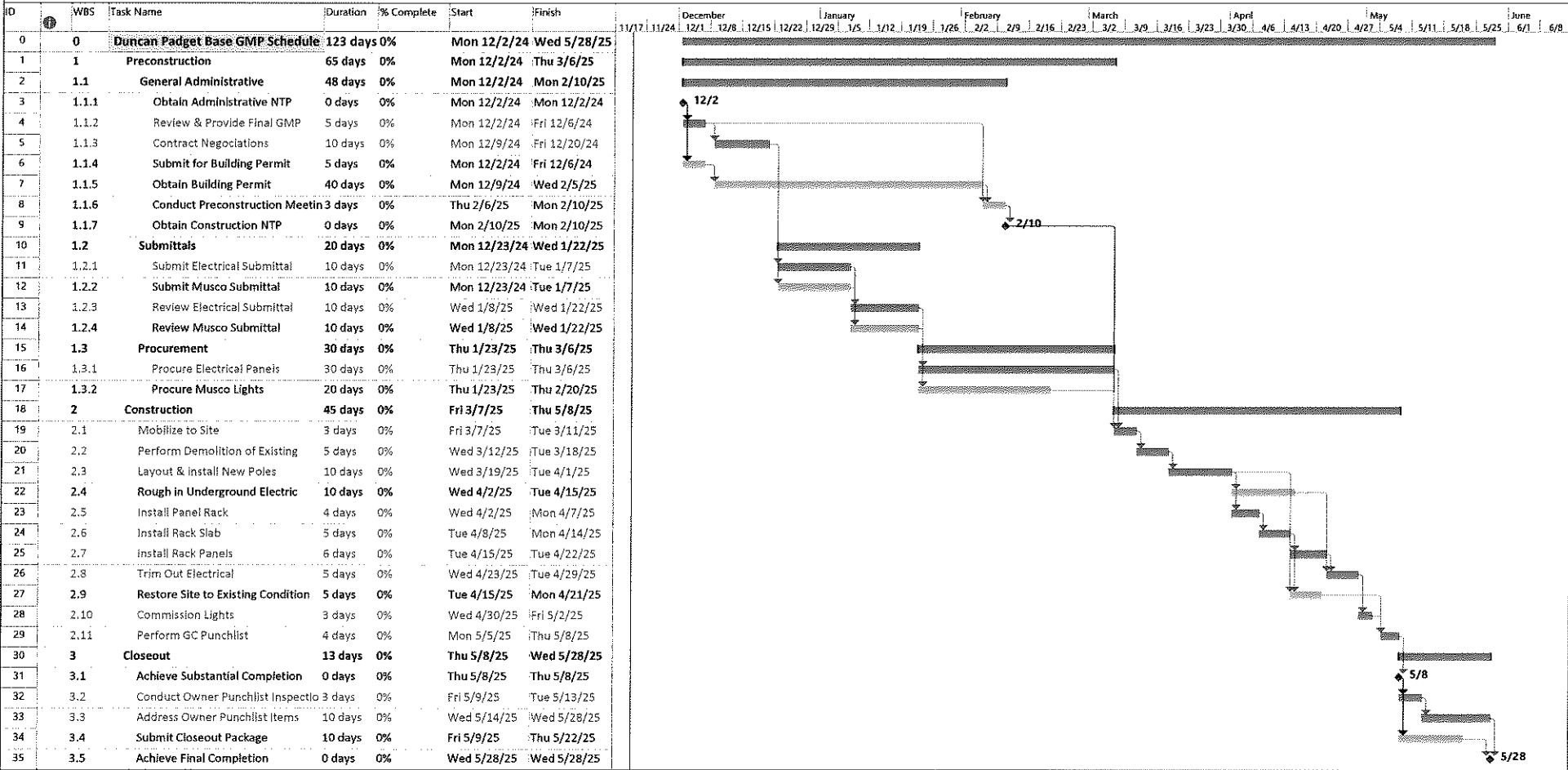
This is an automated message, Do not reply to this email.



[Contact Us](#) | [Terms](#) | [Privacy](#) | [Unsubscribe](#)

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[Manage notification settings](#)

Duncan Padget Base GMP Schedule



Project: Duncan Padget Base G

Date: Thu 11/21/24

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress



June 17, 2025

Waypoint Contracting, Inc.
7925 NW 12th Street, Suites 319 & 321
Doral, FL 33126

Re: **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION -Duncan Padgett Park Renovation; #2023-021053**

Dear Jorge Lopez:

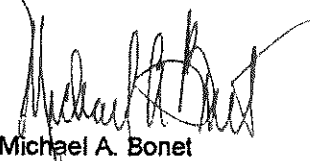
Enclosed please find the Performance & Payment Bonds along with Form of Guarantee for the captioned project, per your request. Also enclosed is a "Duplicate Original" for recording with the appropriate clerk of courts. Please forward a copy of the complete contract at your earliest convenience.

Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County to date the captioned bonds, power of attorney with the contract date, and date the form of guarantee upon substantial completion.

Should you have any questions in this regard, please do not hesitate to contact either myself or Genesis Ferrian at (305) 648-7504.

Thank you for choosing Risk Strategies for your Surety Bonding needs.

Sincerely,



Michael A. Bonet
Attorney-In-Fact



9350 South Dixie Highway, Suite 1400 • Miami, FL 33156 • 305.446.2271 • riskstrategies.com

This is the *front page* of the performance/payment bond issued in compliance with
Florida Statute Chapter 255.05

Surety Name: The Gray Casualty & Surety Company
 PO Box 6202
 Metairie, LA 70009

Bond Number: GSA07100020

Contractor Name: Waypoint Contracting, Inc.
 7925 NW 12th Street, Suites 319 & 321
 Doral, FL 33126

Owner Name: Palm Beach County - Board of County Commissioners
 Capital Improvements Division (CID)
 2633 Vista Parkway, Suite 2E
 West Palm Beach, FL 33411-5604

Project Number: 2023-021063

Project Description: Duncan Padgett Park Renovation

Project Address: Palm Beach County, FL

Legal Description of Property: Palm Beach County, FL

This is the *front page* of the bond. All other pages are subsequent regardless of the
pre-printed numbers.

PUBLIC CONSTRUCTION BOND (PERFORMANCE)

Bond Number:	<u>GSA07100020</u>
Bond Amount:	<u>\$792,421.02</u>
Contract Amount:	<u>\$792,421.02</u>
Contractor's Name:	<u>Waypoint Contracting, Inc.</u>
Contractors Address:	<u>1324 NW 29th St, Miami, FL 33142-6620</u>
Contractor's Phone:	<u>(786) 858-2271</u>
Surety Company:	<u>The Gray Casualty & Surety Company</u>
Surety's Address:	<u>PO Box 6202</u> <u>Metairie, LA 70009</u>
Surety's Phone:	<u>(504) 888-7790</u>
Owner's Name:	<u>Palm Beach County - Board of County Commissioners</u> <u>Capital Improvements Division (CID)</u>
Owner's Address:	<u>2633 Vista Parkway, Suite 2E</u> <u>West Palm Beach, FL 33411-5604</u>
Owner's Phone:	<u>(561) 233-0261</u>
Project Name:	<u>Duncan Padgett Park Renovations</u>
Project Number:	<u>2023-021063</u>
Contract Number: (to be provided after Contract awarded (R) if applicable)	<u></u>
Description of Work:	<u>Phase I- Field Lighting & Electric</u>
	<u></u>
	<u></u>
Project Address, PCN or Legal Description:	<u>3701 State Road 715, Pahokee, FL 33476</u>
	<u></u>
	<u></u>
	<u></u>

BY THIS BOND, we, Waypoint Contracting, Inc, as Principal and The Gray Casualty & Surety Company a Corporation, as Surety, whose address is PO Box 6202 Metairie, LA 70009, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, for the sum of \$792,421.02, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

1. THE CONDITION OF THIS BOND is that if Principal:

- a. Performs the Contract dated _____, 20__ between Principal and COUNTY, for the construction of Duncan Padgett Park Renovations, Contract No. 2023-021063 (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, together with any modification of said Contract that may hereafter be made, notice of such modifications to the Surety being waived; and
- b. Pays COUNTY all loss, damages, expenses, liquidated damages, delay damages, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract; and
- c. Promptly makes payment to all claimants and lienors as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
- d. Performs the guarantee of all-work and materials furnished under the Contract for the time specified in the Contract;

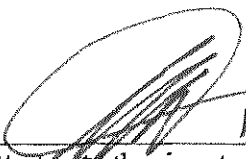
then this bond is void; otherwise it remains in full force and effect.

2. Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the COUNTY elects, upon determination by the COUNTY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages, including liquidated damages, for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total Contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligation to COUNTY under this bond.
4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
5. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

Dated on _____, 20__


Manuel Vecin
Attest as to the signature of Principal

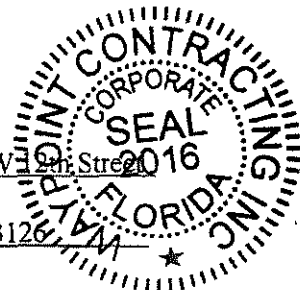
PRINCIPAL: Waypoint Contracting, Inc

By: _____
Signature
Jorge Lopez, President
(Print Name and Title)

Director of Operations.
Title

Address of Witness: 7925 NW 12th St, 321
Doral, FL 33126

(SEAL)
Address of Principal: 7925 NW 12th Street
Suites 319 & 321, Doral, FL 33126



SURETY: The Gray Casualty & Surety Company
By: Michael A. Bonet
Signature

Michael A. Bonet
Attest as the signature of
Surety

Witness
Title

Address of Witness: 9350 S. Dixie Highway, Suite 1400, Miami, FL 33156

Michael A. Bonet, Attorney-In-Fact
(Print Name and Title)

(SEAL)

Address of Surety: PO Box 6202

Metairie, LA 70009

BOND MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

NOTE: If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED.

PUBLIC CONSTRUCTION BOND (PAYMENT)

Bond Number:	GSA07100020
Bond Amount:	\$792,421.02
Contract Amount:	\$792,421.02
Contractor's Name:	Waypoint Contracting, Inc
Contractors Address:	1324 NW 29 th St, Miami, FL 33412-6620
Contractor's Phone:	(786) 858-2271
Surety Company:	The Gray Casualty & Surety Company
Surety's Address:	PO Box 6202 Metairie, LA 70009
Surety's Phone:	(504) 888-7790
Owner's Name:	Palm Beach County - Board of County Commissioners Capital Improvements Division (CID)
Owner's Address:	2633 Vista Parkway, Suite 2E West Palm Beach, FL 33411-5604
Owner's Phone:	(561) 233-0261
Project Name:	Duncan Padgett Park Renovation
Project Number:	2023-021063
Contract Number: (to be provided after Contract awarded (R) if applicable)	
Description of Work:	Phase I - Field Lighting & Electric
Project Address, PCN or Legal Description:	3701 State Road 715, Pahokee, FL 33476

CONTRACT PAYMENT BOND

BY THIS BOND, WE, Waypoint Contracting, Inc, as Principal and The Gray Casualty & Surety Company, a Corporation, as Surety, whose address is PO Box 6202 Metairie, LA 70009, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$792,421.01, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

1. THE CONDITION OF THIS BOND is that if Principal:

- a. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials or supplies, used directly or indirectly by Principal or reasonably required for the performance of the Contract and in the prosecution of the work provided for in the Contract dated _____, 20____, between Principal and COUNTY for construction of Duncan Padgett Park Renovation, Contract No. 2023-021063 the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
- b. Pays COUNTY all losses, damages including liquidated damages and delay damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract;

then this bond is void; otherwise it remains in full force.

2. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

3. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

4. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

5. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect Surety's obligation under this bond. Any increase in the total Contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

Dated on _____, 20__


Attest as to the signature of Principal

Director of OPERATIONS
Title

Address of Witness: 7925 NW 12th St, 321
Doral FL 33126

PRINCIPAL: Waypoint Contracting, Inc

By: 
Signature

Jorge Lopez President
(Print Name and Title)

(SEAL)

Address of Principal: 7925 NW 12th Street
Suites 319 & 321, Doral, FL 33126




Attest as the signature of Surety

Witness
Title

Address of Witness: _____
9350 S. Dixie Highway, Suite 1400, Miami, FL

SURETY: The Gray Casualty & Surety Company

By: 
Signature

Michael A. Bonet, Attorney-In-Fact
(Print Name and Title)

(SEAL)

Address of Surety: PO Box 6202
Metairie, LA 70009

BOND MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

NOTE: If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Waypoint Contracting, Inc. and
Surety Name: The Gray Casualty & Surety Company

We the undersigned hereby guarantee that the (Duncan Padgett Park Renovation, Project No. 2023-021063) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

Waypoint Contracting, Inc
(Contractor Name)

By: _____
(Contractor Signature)

Jose Lopez
(Print Name and Title) President

The Gray Casualty & Surety Company
(Surety Name) (Seal)

By: _____
(Surety Signature)

Michael A. Bonet, Attorney-In-Fact
(Print Name and Title)



MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA07100020 Principal: The Gray Casualty & Surety Company
Project: Duncan Padgett Park Renovations; Project Number:2023-021063

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael A. Bonet of Miami, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson
On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Mangano, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025

Mark Mangano

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025

Leigh Anne Henican



BOND RIDER

To be attached to and form a part of Bond No. GSA07100020, effective Februray 21, 2025, and issued on behalf of Waypoint Contracting, Inc. as Principal, to Palm Beach County- Board of County Commissioners Capital Improvements Divison (CID) as Obligee.

It is hereby understood and agreed that the bond is changed or revised in the particular manner as checked below:

☒ Amount of Bond Changed From: \$792,421.02
To: \$794,204.76

This rider shall become effective as of July 2, 2025.

IN WITNESS WHEREOF, has caused its Corporate Seal to be hereunto affixed this 2nd day of July, 2025.

The Gray Casualty & Surety Company

By: Michael A. Bonet
Michael A. Bonet , Attorney-In-Fact &
Florida Resident Agent



THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA07100020 Principal: Waypoint Contracting, Inc.
Project: Duncan Padgett Park Renovation

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael A. Bonet of Miami, Florida jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact**, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson
On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 2nd day of July , 2025 .

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 2nd day of July , 2025 .

Leigh Anne Henican





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
RSC Insurance Brokerage, Inc.		PHONE (A/C, No. Ext): (305) 446-2271	
9350 S Dixie Hwy		FAX (A/C, No):	
Suite 1400		E-MAIL ADDRESS: MIA-Certificates@Risk-Strategies.com	
Miami FL 33156		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Monroe Guaranty Ins Co	
		INSURER B: Progressive Express Insurance Company	
		INSURER C: Continental Insurance Co	
		INSURER D: FCCI Insurance Co	
		INSURER E: Lloyd's of London	
		INSURER F:	
INSURED		NAIC #	
Waypoint Contracting, Inc.		32506	
7925 NW 12th Street, Suites 319 & 321		10193	
		35289	
		10178	
		15792	
Doral FL 33126			

COVERAGES CERTIFICATE NUMBER: CL2562772108 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div><div><input checked="" type="checkbox"/> Contractual Liability</div><div><input checked="" type="checkbox"/> XCU Included</div><div>GEN'L AGGREGATE LIMIT APPLIES PER:</div><div><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</div><div>OTHER:</div></div>	X		GL100046991-07	6/30/2025	6/30/2026	<div><div>EACH OCCURRENCE</div><div>\$ 1,000,000</div><div>DAMAGE TO RENTED PREMISES (Ea occurrence)</div><div>\$ 100,000</div><div>MED EXP (Any one person)</div><div>\$ 10,000</div><div>PERSONAL & ADV INJURY</div><div>\$ 1,000,000</div><div>GENERAL AGGREGATE</div><div>\$ 2,000,000</div><div>PRODUCTS - COMP/OP AGG</div><div>\$ 2,000,000</div><div></div><div>\$</div></div>
B	<div><div>AUTOMOBILE LIABILITY</div><div><input checked="" type="checkbox"/> ANY AUTO</div><div><input type="checkbox"/> ALL OWNED AUTOS</div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div><input checked="" type="checkbox"/> HIRED AUTOS</div><div><input checked="" type="checkbox"/> NON-OWNED AUTOS</div></div>			983221188	6/30/2025	6/30/2026	<div><div>COMBINED SINGLE LIMIT (Ea accident)</div><div>\$ 1,000,000</div><div>BODILY INJURY (Per person)</div><div>\$</div><div>BODILY INJURY (Per accident)</div><div>\$</div><div>PROPERTY DAMAGE (Per accident)</div><div>\$</div><div></div><div>\$</div></div>
C	<div><div><input checked="" type="checkbox"/> UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> EXCESS LIAB</div><div><input checked="" type="checkbox"/> OCCUR</div><div><input type="checkbox"/> CLAIMS-MADE</div><div>DED</div><div>RETENTION \$</div></div>			CUE 7092646741	6/30/2025	6/30/2026	<div><div>EACH OCCURRENCE</div><div>\$ 5,000,000</div><div>AGGREGATE</div><div>\$ 5,000,000</div><div></div><div>\$</div></div>
D	<div><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div><div>If yes, describe under DESCRIPTION OF OPERATIONS below</div><div>Y/N</div><div>N/A</div></div>			WC0100070963-05	6/30/2025	6/30/2026	<div><div><input checked="" type="checkbox"/> PER STATUTE</div><div><input type="checkbox"/> OTH-ER</div><div>E.I. EACH ACCIDENT</div><div>\$ 1,000,000</div><div>E.I. DISEASE - EA EMPLOYEE</div><div>\$ 1,000,000</div><div>E.I. DISEASE - POLICY LIMIT</div><div>\$ 1,000,000</div></div>
E	Contractor's Professional			ANE5413312.25	6/30/2025	6/30/2026	Each Claim/Aggregate \$2,000,000
E	Contractor's Pollution			ANE5413312.25	6/30/2025	6/30/2026	Limit Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Duncan Padgett Park Renovation
Project# 2023-021063

Palm beach county, a political subdivision of the state of Florida, its officers, agents and employees are additional insured with respects to General liability when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County 2633 Vista Parkway West Palm Beach, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	R Ins. Brokerage/PREL <i>RSC Insurance Brokerage Inc</i>

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EXHIBIT B
DAVIS BACON WAGE RATES

Superseded General Decision Number: FL20240130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	04/04/2025

* ELEC0728-006 03/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	15.20

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.....	\$ 32.75	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0402-003 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.90	15.66

LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0452-007 08/01/2019

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.96	11.05

* SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00 **	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93 **	0.00
LABORER: Common or General.....	\$ 10.64 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 14.00 **	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws,		

Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.33 **	3.60
OPERATOR: Bulldozer.....	\$ 14.95 **	0.81
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 16.05 **	0.00
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.95 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

EXHIBIT C
UPDATED FEDERAL REQUIREMENTS

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS (CONSTRUCTION)

PROJECT NAME:	PBC Parks/ FDO - Duncan Padgett Park Field Conversion
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

1. **General Requirements:** The following requirements are attached:
- Public Entity Crimes - Section 287.133, Florida Statute
 - Section 109 Housing and Community Development Act of 1974
 - Bonding Requirements for Construction Contracts
 - Nondiscrimination under the Age Discrimination Act of 1975, As Amended
 - Title VI of the Civil Rights Act of 1964
 - Section 3 Clause
 - Work on Nights, Weekends and Holidays
 - Lead-based Paint Poisoning Prevention Act
 - Compliance with Clean Air and Water Acts
 - Buy America Preference for Infrastructure Projects

2. **Forms to be completed and submitted by all bidders with their bids:**

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. **Forms for the successful bidder, to be submitted after contract award:**

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement (SF1413)

4. **Reports to be submitted by Subrecipient/ Contractor after contract award:**

- Contract Award Report (HUD Form 2516) submit with the first payment request, but no later than September 30 of the year during which the construction contract was awarded; and with the final payment request
- Weekly Certified Payrolls
- Section 3 Intent to Comply (see Section 3 Handbook)
- Total Project Labor Hours, Section 3 Workers Labor Hours, Targeted Section 3 Workers Labor hours (see Section 3 Handbook)
- Narrative Report of Section 3 Outreach Efforts (see Section 3 Handbook)

5. **Davis-Bacon & Related Acts:**

Federal labor standards provisions of the Davis-Bacon & Related Acts apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS) for Certified Payrolls and Section 3 Reporting
- Display of Posters and Wage Decision
- Guidance to Contractor for Compliance with Labor Standards Provisions
- Exhibit A: Federal Labor Standards Provisions - Form HUD-4010
- The applicable wage decision(s) shown below is attached:

Wage Decision(s) No.:	FL20250130 Mod 1 Heavy 04042025
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PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

1. Bid Guarantee

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashier's check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. **Performance Bond**
A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. **Payment Bond**
A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the Contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers are reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 are reported by the Borrower to the County for submittal to the Department of Housing and Urban Development.
2. The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.
3. Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

LEAD-BASED PAINT POISONING PREVENTION ACT

References:

- 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

* * * * *

BUY AMERICA PREFERENCE FOR INFRASTRUCTURE PROJECTS

References:

- 2 CFR Parts 184
- 2 CFR Part 200.322
- OMB Memorandum M-22-11
- HUD CPD-23-12

Buy America Preference means the domestic content procurement preference set forth in section 70914 of the Build America, Buy America (BABA) Act, which requires the head of each Federal agency to ensure that none of the funds made available for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. "Project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (1) The Buy America Preference (BAP) applies to awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the award
- (2) Infrastructure encompasses public infrastructure projects which includes at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and

wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and building and real property; and structures, facilities, and equipment that generate transport, and distribute energy including electric vehicle (EV) charging.

- (3) The Federal awarding agency should interpret the term "infrastructure" broadly and consider the description provided in paragraph (c) above as illustrative and not exhaustive. When determining if a particular project of a type not listed in the description in paragraph (c) constitutes "infrastructure", the Federal awarding agency should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public.
- (4) Subrecipients must document that they have followed the steps as outlined in the HUD CPD-23-12, to determine applicability of the BAP to projects.
- (5) The Buy America Preference must be included in all awards, subawards, contracts and purchase orders for the work performed, or products supplied under the award. The terms and conditions of a Federal award flow down to subawards to subrecipients unless a particular section of the terms and conditions of the Federal award specifically indicate otherwise.

Buy America Preference

- (a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States
 - (b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation
 - (c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- (6) Subrecipients must include the following BABA language in all procurement bid/ contract documents with subrecipients, contractors, developers and subgrantees:

"The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance"(88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver."

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

BEFORE ME, the undersigned authority, personally appeared Jorge Lopez, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is President of Waypoint Contracting, Inc., the Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: PBC Parks/ FDO - Duncan Padgett Park Field Conversion

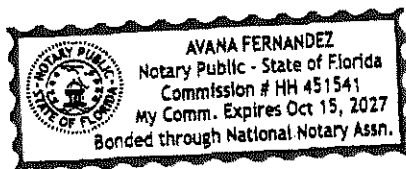
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham Bid;
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

STATE OF FLORIDA
COUNTY OF Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 3rd day of July 2025 by _____, who is ☒ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:



Notary Signature: _____

Notary Name: Avana Fernandez
Notary Public-State of Florida

Commission No. HH 451541

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Jorge Lopez, who, after being by me first duly sworn, deposes and says:

(1) I am President of Waypoint Contracting, Inc., the undersigned that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: PBC Parks/ FDO - Duncan Padgett Park Field Conversion

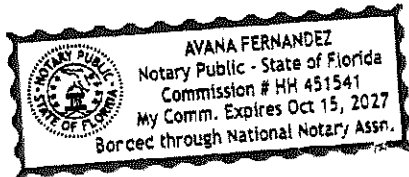
(2) I, the undersigned, hereby depose and say that no portion of the sum proposal in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

STATE OF FLORIDA
COUNTY OF Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 3rd day of July 2025 by Jorge Lopez, who is ☒ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:



Notary Signature: _____

Notary Name: Avana Fernandez
Notary Public-State of Florida

Commission No. HH 451541

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared Jorge Lopez, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

- (1) He/she is the President of Waypoint Contracting, Inc., hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC 1519415 Expiration Date: August 31, 2026
who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: PBC Parks/ FDO - Duncan Padgett Park Field Conversion

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

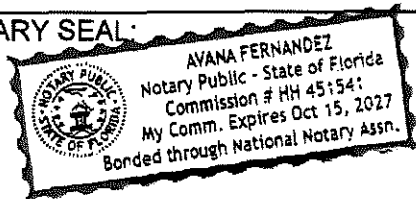
Signature: _____

STATE OF FLORIDA
COUNTY OF Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 3rd day of July 2025 by

Jorge Lopez, who is ☒ personally known to me or ☐ who has produced as identification.

NOTARY SEAL:



Notary Signature: _____

Notary Name: Avana Fernandez

Notary Public-State of Florida

Commission No. HH 451541

CERTIFICATION OF NONSEGREGATED FACILITIES

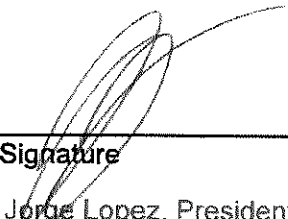
The undersigned certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The undersigned certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The undersigned agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: PBC Parks/ FDO - Duncan Padgett Park Field Conversion

Company Name and Address: Waypoint Contracting, Inc.

7925 NW 12 ST STE 321 Doral, FL 33126


Signature

Jorge Lopez, President
Name and Title

July 3, 2025
Date

WORKFORCE PROJECTION**PROJECT NAME:** PBC Parks/ FDO - Duncan Padgett Park Field Conversion

Instructions: Consult the Project Wage Decision/s and check all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

OPERATORS

- ☐ Asphalt Paver
- ☐ Backhoe
- ☐ Backhoe Loader Combo
- ☐ Bobcat/ Skid Steer/ Skid Loader
- ☐ Boom
- ☐ Boring Machine
- ☐ Broom/ Sweeper
- ☐ Bulldozer
- ☐ Concrete Finishing Machine
- ☐ Concrete Pump
- ☐ Concrete Saw
- ☐ Crane
- ☐ Crane, all tower cranes
- ☐ Crane with boom length 150 ft and over
- ☐ Crane with boom length less than 150 ft
- ☐ Crane, all Cranes over 160 Ton Capacity
- ☐ Crane – all Cranes over 15 Ton Capacity
- ☐ Curb Machine
- ☐ Distributor
- ☐ Drill
- ☐ Excavator
- ☐ Forklift
- ☐ Gradall
- ☐ Grader/Blade
- ☐ Grinding/ Grooving Machine
- ☐ Highway/ Parking Lot Striping – Striping Machine Operator
- ☐ Highway/ Parking Lot Striping – Spray Nozzleman
- ☐ Loader
- ☐ Mechanic (type: _____)
- ☐ Milling Machine
- ☐ Oiler
- ☐ Paver – Asphalt, Aggregate, Concrete
- ☐ Piledriver
- ☐ Post Driver (Guardrail/ Fences)
- ☐ Roller
- ☐ Scraper
- ☐ Screed
- ☐ Trackhoe
- ☐ Tractor
- ☐ Trencher

DRIVERS

- ☐ Truck Driver, Distributor Truck
- ☐ Truck Driver, Dump Truck
- ☐ Truck Driver, Flatbed Truck
- ☐ Truck Driver, Lowboy Truck
- ☐ Truck Driver, Slurry Truck
- ☐ Truck Driver, Vector Truck
- ☐ Truck Driver, Water Truck
- ☐ Truck Driver, Off the Road Truck

OTHER WORK CLASSIFICATIONS

- ☐ Asbestos Worker/ Heat & Frost Insulator
- ☐ Bricklayer
- ☐ Carpenter, includes Form Work
- ☐ Carpenter, excludes Drywall Hanging

- ☐ Carpenter – includes Acoustical Ceiling Installation, Drywall Finishing/ Taping, Drywall Hanging, Form Work, Metal Stud Installation
- ☐ Carpenter – Piledriverman
- ☐ Cement Mason/Concrete Finisher
- ☐ Drywall Finisher/Taper
- ☐ Drywall Hanger
- ☐ Elevator Mechanic
- ☐ Fence Erector
- ☐ Glazier
- ☐ Highway/ Parking Lot Striping - Painter
- ☐ Installer – Guardrail
- ☐ Ironworker – Ornamental, Reinforcing, Structural
- ☐ Tile Setter
- ☐ Laborer – Traffic Control Specialist, incl. placing of cones/ barricades/ barrels – Setter, Mover, Sweeper
- ☐ Laborer – Asphalt, incl Raker, Shoveler, Spreader and Distributor
- ☐ Laborer - Common or General
- ☐ Laborer – Flagger
- ☐ Laborer – Grade Checker
- ☐ Laborer - Landscape and Irrigation
- ☐ Laborer – Mason Tender – Brick
- ☐ Laborer – Mason Tender – Cement/ Concrete
- ☐ Laborer - Common or General, including Cement Mason Tending
- ☐ Laborer – Plaster Tender
- ☐ Laborer – Pipelayer
- ☐ Laborer - Power Tool Operator (Hand Held Drills/ Saws, Jackhammer and Power Saws only)
- ☐ Laborer – Roof Tearoff
- ☐ Painter - brush, roller & spray
- ☐ Electrician
- ☐ Electrician (includes Low Voltage Wiring)
- ☐ HVAC Mechanic (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)
- ☐ Pipefitter (includes HVAC pipe, Unit and Temperature Controls Installations)
- ☐ Sheet Metal Worker (includes HVAC duct installation, excludes Metal Roof installation)
- ☐ Plumber
- ☐ Roofer (includes Built Up, Modified Bitumen, and Shake & Shingle Roofs, Excludes Metal Roofs)
- ☐ Roofer – Metal Roof
- ☐ Sign Erector
- ☐ Sprinkler Fitter (fire sprinklers)
- ☐ Welder
- ☐ Additional Classifications (must specify below):

Submitted by: _____ Company Name: _____ Date: _____

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT
(SUBCONTRACTORS)**

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: PBC Parks/ FDO - Duncan Padgett Park Field Conversion

Subcontractor Name: Waypoint Contracting, Inc.

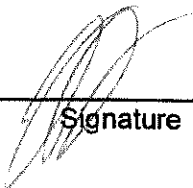
Address: 7925 NW 12 ST STE 321 Doral, FI 33126

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC 1519415 Expiration Date: Aug. 31, 2026

By:

Jorge Lopez, President
Name and Title



Signature

7/3/2025
Date

Statement And Acknowledgment

OMB Control Number: 9000-0066
Expiration Date: 5/31/2025

Part I - Statement Of Prime Contractor

1. Prime Contract Number Enter the Prime's designation or leave blank		2. Date Subcontract Awarded		3. Subcontract Number Enter the Prime's designation or leave blank	
4. Prime Contractor			5. Subcontractor		
a. Name		PRIME CONTRACTOR		a. Name	
b. Street Address				b. Street Address	
				LOWER TIER SUBCONTRACTOR, MUST MATCH BLOCK 15	
c. City		d. State	e. ZIP Code	c. City	
				d. State e. ZIP Code	
6. The prime contract <input checked="" type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:					
a. Name Of Awarding Firm Usually the PRIME, but may be a subcontractor awarding a lower tier subcontract					
b. Description Of Work By Subcontractor					

Description of the work to be performed by the subcontractor listed in Block 5

8. Project Project Name		9. Location Project Address	
10a. Name Of Person Signing		11. By (Signature)	
10b. Title Of Person Signing		12. Date Signed	
TO BE SIGNED BY PRIME CONTRACTOR			

Part II - Acknowledgment Of Subcontractor

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:	
Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment Certification of Eligibility

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STANDARD FORM 1413 (REV. 10/2023)
Prescribed by GSA/FAR (48 CFR) 53.222(e)

14. Name(s) Of Any Intermediate Subcontractors, If Any			
A	Tier 2 Subcontractor, if any (any subcontractors listed here must submit a separate Form 1413, where this entity will be listed in Block 5 and Block 15, and the subcontractor that awarded the		C
B	subcontract will be listed in Block 7a		D
15a. Name Of Person Signing		16. By (Signature)	17. Date Signed
15b. Title Of Person Signing		TO BE SIGNED BY SUBCONTRACTOR LISTED IN BLOCK 5	

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

***This form will be provided to the Prime Contractor in fillable PDF format after contract award**
**** Block 4 and Block 10a through 12 always contains the Prime Contractor information**
*****Block 7a is the entity that awarded the subcontract, for example the Prime or a Tier 1 sub**
******This Form shall be submitted by all subcontractors. This form must be submitted by the Prime within 14 days of a subcontract award**

**SUBMIT THIS FORM IN EXCEL FORMAT
THE EXCEL FILE WILL BE PROVIDED AFTER
CONTRACT AWARD**

REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Borrower and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Borrowers contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Borrowers/developers.

User Responsibilities

1. Borrowers, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Borrower and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Borrower shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Borrower's Bid and Construction documents.
4. Borrower shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Borrower's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

1. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
2. The service will meet Borrower's Requirements or expectations.
3. Any stored data will be accurate or reliable.
4. The quality of any products, services, information or other material purchased or obtained by Borrower through the service will meet Borrower's requirements or expectations.
5. Errors or defects will be corrected.
6. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Borrower strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

**POSTING THE WAGE DECISION, DAVIS BACON POSTERS AND ADDITIONAL
CLASSIFICATIONS WAGES**

The prime contractor shall, for each federally funded project, supply and install a minimum (1) 4 ft x 4 ft display surface with clear acrylic cover sheet for all-weather protection and easy visibility on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Department of Housing and Economic Development.

The contractor shall supply a standard display of posters at the job site, including but not limited to:

- Employee Rights Under the Davis- Bacon Act Form WH-1321 (English)
- Employee Rights Under the Davis-Bacon Act Form WH-1321 (Spanish)
- applicable Wage Decision(s)
- additional classifications wages
- Palm Beach County seal

The above posters, wage decision and Palm Beach County seal for display will be provided by Palm Beach County Department of Housing and Economic Development at the pre-construction conference. The prime contractor is responsible for posting these in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) in they have any questions or want to file a complaint.

The contractor shall be responsible for all other Federal, State and/ or local poster requirements.

The cost of poster mounting boards and posts are to be paid for by the contractor.

Display board must be maintained in a legible condition throughout the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Department of Housing and Economic Development.

GUIDANCE TO CONTRACTORS FOR COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. You must apply for an additional classification. Please see below for **E. Classifications not included in the wage decision.** A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of wages and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

For example: The Davis-Bacon wage decision requires:

Basic Hourly Rate	\$10.00
<u>Fringe Benefits</u>	<u>\$1.00</u>
Total Prevailing Wage	\$11.00

Employers may comply by paying: 1. \$11.00 in cash wages; 2. \$10.00 plus \$1.00 in bona fide fringe benefits; or 3. any combination of wages and benefits that totals \$11.00 per hour.

(3) Fringe benefits may include:

- Sick, vacation, or holiday pay
- Costs to defray expenses of apprenticeship or similar programs
- Medical or hospital care
- Supplemental unemployment benefits
- Health insurance
- Life insurance
- Pensions on retirement or death
- Compensation for injuries or illness resulting from occupational activity
- Other bona fide fringe benefits or
- Insurance to provide any of the above

Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

Fringe benefits do not include employer contributions or payments required by other federal, state, or local law, such as FICA, workers' compensation or unemployment compensation.

(4) Calculating Fringe Benefits. The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe

benefit by 2080 hours. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the basic rate of pay plus the straight-time (S/T) rate of any required fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$

D. Deductions

The employer may make payroll deductions as permitted by DOL relations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick back" any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement contributions, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

Workers who have "Other" deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums

under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act.

However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered laborers/ mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Split Classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.

H. Sole Proprietorships/ Independent Contractors/ Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

I. Piece rate/ piece work employees

Employees whose earnings are calculated by the amount of work produced (rather than hours worked) must receive no less than the applicable DBRA wage rate based upon the hours of work performed. The employer must divide the piece rate earnings by the actual hours worked to determine the "effective" hourly rate. The effective hourly rate must be calculated for each week's earnings and must be no less than the applicable prevailing wage rate. It does not matter whether the effective hourly rate changes from week to week as long as the result is at least as much as the prevailing wage rate. If the effective hourly rate is less than the applicable prevailing wage rate, the employee must be compensated at the prevailing wage rate for all hours worked.

J. Apprentices/ Helpers

A worker may be classified as an apprentice only if employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA).

Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

FEDERAL LABOR STANDARDS PROVISIONS

Exhibit A – HUD-4010 Federal Labor Standards Provisions.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding**i. Withholding requirements**

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls**i. Basic record requirements**

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

- from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONSTRUCTION MANAGER AT RISK CONTINUING HISTORY SHEET

[illegible]