

## CONTRACT

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF PAHOKEE, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as CITY, and CCM ROOFING, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 88-1858329.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the CITY all goods and services requested under the Request for Proposals #2024-01 for City of Pahokee Parks & Recreation Building A Roof Replacement, and as further stated in CONTRACTOR's Bid Proposal and pursuant to the terms and conditions of this Contract.

### ARTICLE 1. SERVICES OF THE CONTRACTOR.

A. The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents and the Specifications and Project Drawings referenced therein in accordance with the Bid Proposal (hereinafter referred to as "Work"), which are incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

B. The Work provided by the CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon written notice from the CITY to proceed.

### ARTICLE 2. PERIOD OF SERVICE.

A. This Contract and the provision of all Work hereunder shall be completed by the CONTRACTOR within 28 calendar days of a Notice to Proceed which is expected to be provided on March 3, 2025 or for such other period of time agreed to in writing by the parties in accordance with the terms and conditions of this Contract.

B. The CONTRACTOR shall not be considered in default by reason of any failure in performance of the Work if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; unreasonable utility provider delays, unreasonable permitting delays and abnormally severe and unusual weather conditions.

C. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

D. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the schedule



in this Contract as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**ARTICLE 3. CITY'S REPRESENTATIVE.**

Unless otherwise specified by the CITY, the CITY's representative shall be the City' Manager or written designee.

**ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.**

A. The CITY agrees to compensate the CONTRACTOR in accordance with CONTRACTOR's Bid Proposal in response to the RFP. The total and cumulative amount of this Contract shall not exceed Sixty Thousand Eight Hundred and Fifty Dollars (\$60,850.00); and

B. CONTRACTOR shall invoice the CITY on the form provided as Exhibit "C" and include such information as requested. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Work shall be invoiced in accordance with the Payment Schedule set forth in the Scope of Work/Specifications. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in this Contract without prior written authorization from the CITY shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all Work has been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of the Work.

F. The CITY shall retain ten percent (10%) of the invoices received from CONTRACTOR for the provision of the Work under this Contract. Said retainage will be released by the CITY upon final completion and inspection of the CONTRACTOR's work.

G. If the CITY fails to make any payment due the CONTRACTOR for the Work under this Contract within forty-five (45) days after the CONTRACTOR's transmittal of its invoice to the CITY, the CONTRACTOR may, after giving notice to the CITY, suspend the Work under this Contract until it has been paid in full all amounts due.

H. If the CITY disputes any invoice or part of an invoice, CITY shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

**ARTICLE 5. INDEMNIFICATION.**

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the CITY, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. The CONTRACTOR shall not be required to indemnify the CITY, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the CITY, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in §768.28, Florida Statutes.

**ARTICLE 6. PERSONNEL.**

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the Work required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of the CONTRACTOR's personnel (and all sub-contractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety, and security.

**ARTICLE 7. TERMINATION.**

A. This Contract may be cancelled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, upon ten (10) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Work rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.
4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 8. FEDERAL AND STATE TAX.**

The CITY is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

**ARTICLE 9. INSURANCE.**

Prior to commencing any Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Proposal Documents. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an Additional Insured.

**ARTICLE 10. SUCCESSORS AND ASSIGNS.**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

**ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.**

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach, County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.**

The CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

**ARTICLE 13. ACCESS AND AUDITS.**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

**ARTICLE 14. NONDISCRIMINATION.**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE 15. ENFORCEMENT COSTS.**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 16. AUTHORITY TO PRACTICE.**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the Work under this Contract, and that it will at all times conduct its business and provide the Work under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

**ARTICLE 17. SEVERABILITY.**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 18. MODIFICATIONS OF WORK.**

A. The CITY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

B. If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by the contemplated change, pending the CITY's decision to proceed with the change.

C. If the CITY elects to make the change, CONTRACTOR shall not commence work on any such change until the CONTRACTOR receives written authorization from the CITY.

**ARTICLE 19. PROTECTION OF WORK AND PROPERTY.**

A. The CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the CITY's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. Until acceptance of the Work by the CITY, the CITY's property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

C. The CONTRACTOR will also take every necessary precaution to ensure the safety of the CITY, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

D. The CONTRACTOR shall have the responsibility to repair, rebuild or restore to its former condition any and all portions of existing utilities, structures, equipment, appurtenances or facilities, other than those to be paid for under the specifications, which may be disturbed or damaged due to his construction operations. The CONTRACTOR shall return all swale areas back to their original condition, including, but not limited to, repairing broken sprinklers, filling in ruts caused by the parking of vehicles, and replacing damaged grass.

**ARTICLE 20. PRECAUTIONS/COORDINATION WITH CURRENT ACTIVITIES.**

The CONTRACTOR shall conduct his operations in such a manner that they will not unduly obstruct or delay current vehicular or pedestrian movements in the vicinity of the Work. Adequate warning signs, barricades, lights and patrolling shall be utilized to protect the public, and such measures shall comply with all applicable state and county regulations. The CONTRACTOR shall coordinate his activities with others performing construction or relocation work with the Project site. The CONTRACTOR's vehicles and equipment shall be parked and placed in such a manner so as not to block the motorist's view of traffic signs and signals or impede pedestrian access.

**ARTICLE 21. EXISTING UTILITIES AND STRUCTURES.**

It shall be the responsibility of the CONTRACTOR to determine the exact location of underground utilities and facilities. The CONTRACTOR shall locate all water services in the field prior to construction. The CITY assumes no liability for damages sustained or costs incurred because of the CONTRACTOR's operation in the vicinity of existing utilities or structures. The CONTRACTOR shall notify the respective utility companies when their existing utilities conflict with the new construction and shall coordinate his construction work with the relocation work of the utility companies, if applicable.

**ARTICLE 22. NOTICE.**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested or overnight delivery service addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice

shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: City of Pahokee  
Attn: Michael Jackson, City Manager  
207 Begonia Drive  
Pahokee, FL 33493

Copy to: Burnadette Norris-Weeks, P.A.  
Attn: Burnadette Norris-Weeks  
401 N. Avenue of the Arts (NW 7<sup>th</sup> Avenue)  
Fort Lauderdale, FL 33311

CONTRACTOR: Conner Lees  
CCM Roofing, Inc.  
950 Tamiami Trail  
#113  
Port Charlotte, FL 33953

All notices required in this Contract shall be sent by certified mail, return receipt requested. The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**ARTICLE 23. ENTIRETY OF CONTRACTUAL AGREEMENT.**

The CITY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 24. TERMINOLOGY AND CAPTIONS.**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

**ARTICLE 25. WAIVER.**

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.



**ARTICLE 26. PREPARATION.**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**ARTICLE 27. MATERIALITY.**

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

**ARTICLE 28. EXHIBITS AND CONTRACT DOCUMENTS.**

Each exhibit and other contract documents referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

**ARTICLE 29. LEGAL EFFECT.**

This Contract shall not become binding and effective until approved by the City Council of the City of Pahokee.

**ARTICLE 30. SURVIVABILITY.**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 31. DEFAULT.**

A. Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

1. The filing of a lien by any sub-CONTRACTOR, sub-contractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
2. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
3. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or

CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

4. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the Work under this Contract on schedule as agreed to by CONTRACTOR in this Contract.

B. CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

### **ARTICLE 32. WARRANTY.**

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, subject to the conditions set forth in the Specifications. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the CITY, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the CITY with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

### **ARTICLE 33. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.**

Time is of the essence in all respects under this Contract, and the parties agree that the CITY will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay to the CITY an amount equal to \$750.00 per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the CONTRACTOR.

### **ARTICLE 34. WAIVER OF SUBROGATION.**

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

### **ARTICLE 35. REPRESENTATIONS/BINDING AUTHORITY.**

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

**CONTRACTOR:**

BY: \_\_\_\_\_

Authorized Representative  
CCM Roofing, Inc.

CITY OF PAHOKEE

BY: \_\_\_\_\_

Michael Jackson  
CITY MANAGER

ATTEST:

BY: \_\_\_\_\_

CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_

CITY ATTORNEY

EXHIBIT "A"  
(RFP DOCUMENT)

**EXHIBIT B – CONTRACTOR'S PROPOSAL**

**EXHIBIT "C"**  
**APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

To: CITY OF PAHOKEE (OWNER)

From: \_\_\_\_\_

Contract: City of Pahokee **Parks & Recreation Building A Roof Replacement**  
For Work accomplished through the date of \_\_\_\_\_, 2025.

- |   |          |
|---|----------|
| 1. Original Contract Price:                                       | \$ _____ |
| 2. Net change by Change Orders and Written Amendments (+ or -):   | \$ _____ |
| 3. Current Contract Price (1 plus 2):                             | \$ _____ |
| 4. Total completed and stored to date:                            | \$ _____ |
| 5. Retainage (per Agreement):                                     |          |
| <b>Ten percent</b> (10%) of completed Work,                       |          |
| material and equipment purchased:                                 | \$ _____ |
| 6. Total completed and stored to date less retainage (4 minus 5): | \$ _____ |
| 7. Less previous Application for Payments:                        | \$ _____ |
| 8. <b>DUE THIS APPLICATION (6 MINUS 7):</b>                       | \$ _____ |

Accompanying Documentation:

**CONTRACTOR'S Certification:** The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done and goods purchased under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work, materials and equipment covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances, and (3) all Work, materials and equipment covered by this Application for Payment are in accordance with the Contract Documents and not defective.

Dated \_\_\_\_\_ By: \_\_\_\_\_  
Contractor

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_ By: \_\_\_\_\_