Village of Wellington

12300 Forest Hill Blvd
Wellington, FL 33414

Meeting Agenda

Tuesday, May 12, 2026

6:30 PM

Village Hall - Council Chambers

Village Council

Michael J. Napoleone, Mayor
Maria Antuña, Vice Mayor
Amanda Silvestri, Councilwoman
Stephen A. Levin, Councilman
Johnny Meier, Councilman

Childcare Available - The Village of Wellington offers childcare for attendees of the Council Meetings. To sign up, please email us at VillageClerk@wellingtonfl.gov by Noon of the day prior to the meeting

1. CALL TO ORDER

2. INVOCATION

Deacon Pete Del Valle, St. Therese de Lisieux Catholic Church

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. CONSIDERATION OF EXTENDED TIME REQUESTS BY INTERESTED PARTIES FOR QUASI-JUDICIAL HEARINGS, IF ANY

6. PRESENTATIONS AND PROCLAMATIONS

A. 26-7734 A PROCLAMATION OF WELLINGTON, FLORIDA'S COUNCIL RECOGNIZING AND CONGRATULATING THE LOCAL WINNERS OF THE AMERICAN WATERWORKS ASSOCIATION'S 2026 "DROP SAVERS" WATER CONSERVATION POSTER CONTEST

Presentation of Proclamations to the local winners of the American Waterworks Association's "Drop Savers" Water Conservation Poster Contest.

B. 26-7678 WELLINGTON HIGH SCHOOL "NO PLACE FOR HATE DESIGNATION"

Recognition of Wellington High School's No Place for Hate designation.

C. 26-7721 RECOGNITION OF EMERALD COVE MIDDLE SCHOOL CHAMPIONSHIP BOYS' BASKETBALL TEAM

Recognition of the Emerald Cove Middle School Championship Boys' Basketball Team.

D. 26-7720 CROWNED PEARLS OF WELLINGTON, INC. AWARD PRESENTATION

The Crowned Pearls of Wellington, Inc. will present an award to the Village of Wellington.

E. 26-7703 RESOLUTION NO. R2026-24 (PRELIMINARY TRIM RATES FOR WELLINGTON SOLID WASTE COLLECTION AND RECYCLING ASSESSMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE PRELIMINARY NON-AD VALOREM ASSESSMENT RATES FOR SOLID WASTE COLLECTION AND RECYCLING SERVICE FOR TRUTH-IN-MILLAGE ("TRIM") PURPOSES WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2026-24 setting the preliminary FY 2026-2027 TRIM rates for Solid Waste Collection and Recycling proposed at $325/unit for curbside services and $240/unit for containerized service.

7. CONSENT AGENDA

A. 26-7668 MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETINGS OF MARCH 10, 2026, MARCH 24, 2026 AND APRIL 14, 2026

Council approval of the Minutes of the Regular Wellington Council Meetings of March 10, 2026, March 24, 2026 and April 14, 2026.

B. 26-7576 AUTHORIZATION TO RENEW A CONTRACT FOR ANNUAL AUDITING SERVICES

Authorization to renew a contract for annual auditing services with CBIZ CPAs P.C. in the amount of approximately $98,750.

C. 26-7704 RESOLUTION NO. R2026-22 (FY 2025-2026 MID-YEAR BUDGET AMENDMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GENERAL FUND, GOVERNMENTAL CAPITAL FUND, SOLID WASTE FUND, SALES SURTAX CAPITAL FUND, AND TRANSPORTATION IMPACT CAPITAL FUND BUDGETS FOR MID-YEAR PROJECT AND PROGRAM CHANGES; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2026-22 amending the FY 2025-2026 budgets for the General Fund, Governmental Capital Fund, Solid Waste Fund, Transportation Impact Fund, and Sales Surtax Funds as presented.

D. 26-7733 RESOLUTION NO. R2026-23 (LEGAL DEPARTMENT OUTSIDE LEGAL FEES AND COSTS)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GENERAL FUND LEGAL DEPARTMENT OPERATING BUDGET TO APPROPRIATE UNASSIGNED FUND BALANCE OF $75,000 FOR ADDITIONAL OUTSIDE LEGAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2026-23 amending the Fiscal Year 2025/2026 General Fund Legal Department Operating Budget to allocate unassigned fund balance of $75,000.00 for additional outside legal services.

E. 26-7519 AUTHORIZATION TO 1) ENTER INTO A SOLE SOURCE CONTINUING CONTRACT FOR WATER TREATMENT PLANT (WTP) STORAGE TANK INSPECTIONS, MAINTENANCE AND UPGRADES AND 2) AUTHORIZATION TO EXECUTE A TASK ORDER FOR FIVE (5) YEAR WATER TREATMENT PLANT (WTP) STORAGE TANK CLEANING AND INSPECTION SERVICES PROJECT

Authorization to 1) Enter into a sole source continuing contract with CROM, LLC DBA CROM Coatings and Restorations for Water Treatment Plant (WTP) Storage Tank Inspections, Maintenance and Upgrades and 2) Authorization to execute a task order for the Five (5) Year Water Treatment Plant (WTP) Storage Tank Cleaning and Inspection Services Project in the amount of $337,935.35.

F. 26-7569 AUTHORIZATION TO 1) AWARD A CONTRACT FOR WATER RECLAMATION FACILITY AERATION BASIN 3 MANWAY ADDITION 2) EXECUTE A TASK ORDER FOR WATER RECLAMATION FACILITY AERATION BASIN 3 MANWAY ADDITION

Authorization to 1) Award a Contract to Crom, LLC. for Water Reclamation Facility Aeration Basin 3 Manway Addition, in the amount of $188,700.00 2) Execute a Task Order with Hazen and Sawyer for Construction Management Services for Water Reclamation Facility Aeration Basin 3 Manway Addition, in the amount of approximately $23,910.00.

G. 26-7531 AUTHORIZATION TO 1) AWARD A CONTRACT FOR C-8 CANAL MULTI-USE PATHWAY; 2) EXECUTE A TASK ORDER FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES; AND 3) EXECUTE A SUPPLEMENTAL AGREEMENT WITH FDOT

Authorization to 1) Award a Contract to M&M Asphalt Maintenance Inc. dba All County Paving for C-8 Canal Multi-Use Pathway in the amount of $451,249.40; 2) Execute a Task Order with WGI, Inc. for construction engineering and inspection (CEI) services in the amount of $30,430.00; and 3) Execute a Supplemental Agreement with FDOT.

H. 26-7532 AUTHORIZATION TO: 1) AWARD A CONTRACT FOR THE GREENBRIAR BLVD. BIKE LANES – AERO CLUB DR. TO GREENVIEW SHORES BLVD. PROJECT; 2) EXECUTE A TASK ORDER FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES; AND 3) EXECUTE A SUPPLEMENTAL AGREEMENT WITH FDOT

Authorization to: 1) Award a contract to R & D Paving, LLC for the Greenbriar Blvd. Bike Lanes - Aero Club Dr. to Greenview Shores Blvd. Project in the amount of $3,458,081.88; 2) Execute a task order with Wantman Group, Inc. (WGI) for construction engineering and inspection (CEI) services in the amount of $219,060.00; and 3) Execute a supplemental agreement to reconcile the Local Agency Program (LAP) Agreement total project cost.

I. 26-7684 AUTHORIZATION TO UTILIZE A SCHOOL DISTRICT OF PALM BEACH COUNTY CONTRACT WITH PRECISION AIR SYSTEMS, INC., AS A BASIS FOR PRICING, FOR VILLAGE HALL SERVER ROOM HVAC REPLACEMENT

Authorization to utilize a School District of Palm Beach County Contract with Precision Air Systems, Inc., as a basis for pricing, for Village Hall server room HVAC replacement, in the amount of $124,485.00.

J. 26-7535 AUTHORIZATION TO AWARD CONTRACTS FOR DISASTER RELATED DEBRIS MANAGEMENT AND SUPPORT SERVICES

Authorization to award contracts to Thompson Consulting, LLC and Rostan Solutions, LLC to provide the Village with disaster related debris management and support services.

K. 26-7567 AUTHORIZATION TO AWARD CONTRACTS FOR ROADWAY STRIPING AND PAVEMENT MARKING SERVICES, AND AUTHORIZATION TO APPROVE FISCAL YEAR 2026 PROJECTS

Authorization to award contracts to multiple vendors and authorization to approve fiscal year 2026 projects for Roadway Striping and Pavement Marking Services, in the amount of approximately $630,037.00.

L. 26-7685 AUTHORIZATION TO UTILIZE A PALM BEACH COUNTY CONTRACT FOR MULTIPURPOSE PATHWAY, PARKING LOT, AND SIDEWALK IMPROVEMENTS

Authorization to utilize a Palm Beach County Contract (Project No. 2025055) with Wynn & Sons Environmental Construction Co., LLC, as a basis for pricing, for pathway reconstruction, sidewalk replacement, and parking lot improvements at multiple Village locations, in the total amount of $674,211.50.

M. 26-7686 AUTHORIZATION TO UTILIZE A CITY OF GREENACRES CONTRACT FOR THE REMOVAL AND REPLACEMENT OF SPLIT RAIL WOOD FENCING ALONG SOUTH SHORE BOULEVARD FROM LAKE WORTH ROAD TO 50TH STREET

Authorization to utilize a City of Greenacres contract with E. Gomez Construction Inc., as a basis for pricing, for the removal and replacement of split rail wood fencing along South Shore Boulevard from Lake Worth Road to 50th Street at an estimated cost of $135,700.00.

N. 26-7574 AUTHORIZATION TO RENEW EXISTING CONTRACT FOR THE PURCHASE AND DELIVERY OF FERTILIZERS AND CHEMICALS

Authorization to renew existing contract with Howard Fertilizer and Chemicals, LLC for the purchase and delivery of fertilizers and chemicals, in the amount of approximately $275,000.00.

O. 26-7575 AUTHORIZATION TO RENEW AN EXISTING CONTRACT FOR THE PURCHASE AND DELIVERY OF FILL MATERIALS

Authorization to renew an existing contract with Florida Superior Sand, Inc. for the purchase and delivery of fill materials in the approximate amount of $83,000.00.

P. 26-7710 AUTHORIZATION TO AWARD A SOLE SOURCE CONTRACT TO THOR GUARD, INC. FOR THE PURCHASE, INSTALLATION, AND SERVICE OF A LIGHTNING PREDICTION AND WARNING SYSTEM

Authorization to award a sole source contract to Thor Guard, Inc. for the purchase, installation, and service of a lightning prediction and warning system, in the amount of $58,065.00.

Q. 26-7723 AUTHORIZATION TO UTILIZE A CITY OF WEST PALM BEACH CONTRACT FOR A PERMIT AND INSPECTION FEE EVALUATION

Authorization to utilize a City of West Palm Beach contract with Raftelis Financial Consultants, Inc., as a basis for pricing, for permit and inspection fee evaluation for Building, Engineering, and Utility permits, in the amount of $70,000.

8. PUBLIC HEARINGS

9. REGULAR AGENDA

A. 26-7737 WELLINGTON ATHLETICS DISCUSSION

Discussion regarding Wellington Athletics.

B. 26-7726 COUNCIL APPOINTMENT OF BOARD AND COMMITTEE MEMBERS

Council selection of new appointments to the Architectural Review Board, Construction Board of Adjustment and Appeals, Education Committee, Equestrian Preserve Committee, Parks & Recreation Advisory Board, Planning, Zoning & Adjustment Board, Public Safety Committee, Senior Advisory Committee and Tree Board.

C. 26-7572 1) RESOLUTION NO. R2026-20 (SPECIAL MAGISTRATE(S) SELECTION AND APPOINTMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPOINTING NEW SPECIAL MAGISTRATE(S) IN ACCORDANCE WITH SECTION 2-42 OF WELLINGTON'S CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

2) RESOLUTION NO. R2026-21 (SPECIAL MAGISTRATES REAPPOINTMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL REAPPOINTING SPECIAL MAGISTRATES IN ACCORDANCE WITH SECTION 2-42 OF WELLINGTON'S CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

1) Approval of Resolution No. R2026-20 appointing one (1) or more Special Magistrate(s) to a two (2) year term ending in Fiscal Year 2028, and 2) Approval of Resolution No. R2026-21 reappointing two (2) Special Magistrates to a two (2) year term ending in Fiscal Year 2028.

10. PUBLIC COMMENT

11. ATTORNEY'S REPORT

12. VILLAGE MANAGER'S REPORT

13. COUNCIL REPORTS

14. ADJOURNMENT

NOTICE

If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans With Disabilities Act: any person requiring special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Village Manager's Office (561) 791-4000 at least five calendar days prior to the Hearing.

Legislation Text

File #: 26-7734, **Version:** 1

ITEM: A PROCLAMATION OF WELLINGTON, FLORIDA'S COUNCIL RECOGNIZING AND CONGRATULATING THE LOCAL WINNERS OF THE AMERICAN WATERWORKS ASSOCIATION'S 2026 "DROP SAVERS" WATER CONSERVATION POSTER CONTEST

REQUEST: Presentation of Proclamations to the local winners of the American Waterworks Association's "Drop Savers" Water Conservation Poster Contest.

EXPLANATION: Each year, the Florida Section of the American Waterworks Association (FSAWWA) sponsors the "Drop Savers" Water Conservation Poster Contest, where students from kindergarten to 12th grade are encouraged to create a poster depicting a water conservation theme. The contest allows students to promote water awareness and the importance of water conservation in their daily routines.

In support of April being National Water Conservation Month, the Village of Wellington Utility Department created a local Drop Savers contest. Students from Wellington elementary, middle, and high schools were invited to participate in the contest. This year is the eighth year of the local contest. This year, a total of 463 posters were received. After a panel of judges rated the posters based on message, creativity, and originality, the following local winners were selected to represent the Village of Wellington Utility Department.

Division	School	Student Name	Grade	Winner
Div 1 / K-1st	**Wellington Elementary**	**Celeste Ocampo**	**1st**	**1st Place**
	Binks Forest Elementary School	Hailey Kane	1st	2nd Place
	Wellington Elementary	Tyce Moreland	1st	3rd Place
Div 2 / 2nd-3rd	**Panther Run Elementary School**	**Lilly Florez**	**2nd**	**1st Place**
	Panther Run Elementary School	Wynn Le	3rd	2nd Place
	Panther Run Elementary School	Leilani Llopis	2nd	3rd Place
Div 3 / 4th-5th	**Panther Run Elementary School**	**Winter Vega**	**5th**	**1st Place**
	Binks Forest Elementary School	Alma Mayorga	4th	2nd Place
	Panther Run Elementary School	Olivia Metlitsky	4th	3rd Place
Div 4 / 6th-8th	**Emerald Cove Middle School**	**Bentley Davis**	**8th**	**1st Place**
	Emerald Cove Middle School	Joshua McKinnis	7th	2nd Place
	Emerald Cove Middle School	Naomy Cuadrado Morales	6th	3rd Place
Div 5 / 9th-12th	**Wellington High School**	**Scarlett Kirk**	**9th**	**1st Place**
	Wellington High School	Odelia Newton-Deniles	9th	2nd Place

	Wellington High School	Logan J. Wheeler	9th	3rd Place

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: None

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Presentation of Proclamations to the local winners of the American Waterworks Association's "Drop Savers" Water Conservation Poster Contest.

A PROCLAMATION OF
THE VILLAGE COUNCIL OF WELLINGTON, FLORIDA
RECOGNIZING AND CONGRATULATING THE LOCAL
WINNERS OF THE AMERICAN WATERWORKS
ASSOCIATION'S "DROP SAVERS" WATER CONSERVATION
POSTER CONTEST

WHEREAS, *each year the Florida Section of the American Water Works Association (FSAWWA) partners with Water Utilities across the State to sponsor the "Drop Savers" Water Conservation Poster Contest, where students from kindergarten to 12th grade are encouraged to create a poster depicting a water conservation theme; and*

WHEREAS, *the contest allows students to promote water awareness and the importance of water conservation in their daily lives; and*

WHEREAS, *in support of May being National Water Conservation Month, the Village of Wellington Utility Department created a local Drop Savers contest in 2017; and*

WHEREAS, *students from Wellington elementary, middle, and high schools were invited to participate in the contest, which resulted in 463 posters being submitted this year; and*

WHEREAS, *after judging the posters for message, creativity, and originality, posters submitted by Celeste Ocampo, Division 1 from Wellington Elementary School; Lilly Florez, Division 2 from Panther Run Elementary School; Winter Vega, Division 3 from Panther Run Elementary School; Bentley Davis, Division 4 from Emerald Cove Middle School; and Scarlett Kirk, Division 5 from Wellington High School, were selected as first place winners in their designated divisions for the local contest; and*

NOW, THEREFORE, *on behalf of the residents of the Village of Wellington, the Village Council hereby recognizes and congratulates Celeste Ocampo, Lilly Florez, Winter Vega, Bentley Davis, and Scarlett Kirk, on winning First Place in the local contest of the American Waterworks Association's "Drop Savers" Water Conservation Poster Contest.*

IN WITNESS THEREOF, *I have hereunto set my hand and caused the Seal of the Village of Wellington, Florida, to be affixed this _____ day of _____, 2026.*

ATTEST: *WELLINGTON, FLORIDA*

By: _____
Chevelle D. Hall, Village Clerk

By: _____
Michael J. Napoleone, Mayor

2026 DROP SAVER'S VOW WINNERS				
DIVISION	SCHOOL	STUDENT NAME	GRADE	WINNER
Div 1 / K-1st	**Wellington Elementary**	**Celeste Ocampo**	**1st**	**1st Place**
	Binks Forest Elementary School	Hailey Kane	1st	2nd Place
	Wellington Elementary	Tyce Moreland	1st	3rd Place
Div 2 / 2nd-3rd	**Panther Run Elementary School**	**Lilly Florez**	**2nd**	**1st Place**
	Panther Run Elementary School	Wynn Le	3rd	2nd Place
	Panther Run Elementary School	Leilani Llopis	2nd	3rd Place
Div 3 / 4th-5th	**Panther Run Elementary School**	**Winter Vega**	**5th**	**1st Place**
	Binks Forest Elementary School	Alma Mayorga	4th	2nd Place
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Div 4 / 6th-8th	**Emerald Cove Middle School**	**Bentley Davis**	**8th**	**1st Place**
	Emerald Cove Middle School	Joshua McKinnis	7th	2nd Place
	Emerald Cove Middle School	Naomy Cuadrado Morales	6th	3rd Place
Div 5 / 9th-12th	**Wellington High School**	**Scarlett Kirk**	**9th**	**1st Place**
	Wellington High School	Odelia Newton-Deniles	9th	2nd Place
	Wellington High School	Logan J. Wheeler	9th	3rd Place


Be a Drop Saver
Superhero!
turn it off
Save Water!
13
Save water Save
Every Drop Counts!


PROTECT YOUR
14

Water : Use it Wisely



15



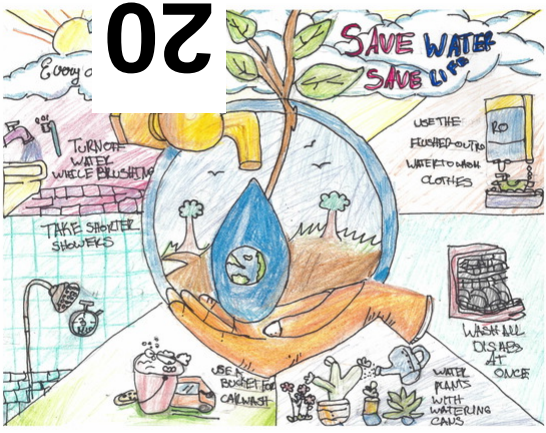
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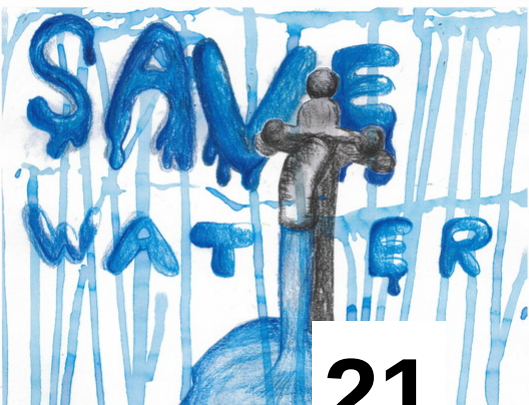


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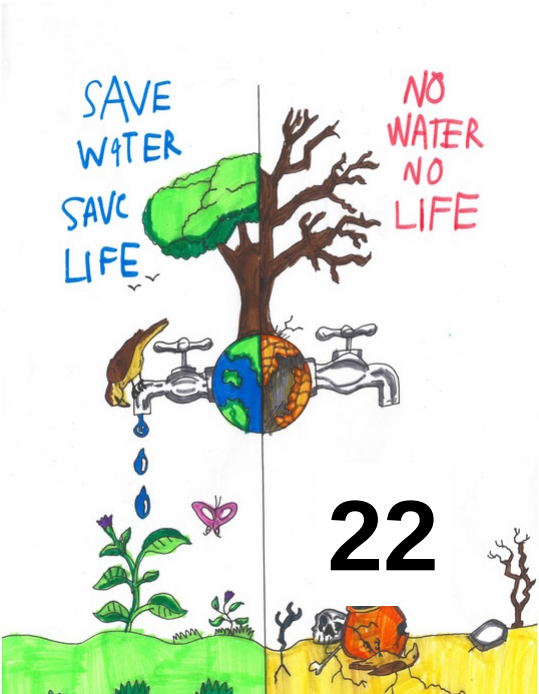

Every drop Counts
18
Save water


Take shorter showers
Between 5-10 minutes!
When washing dishes turn off the tap
Use a broom instead of a hose to clean your patio or balcony
Replace older toilets with new ultra-low flush ones
Saves 350 gallons a week!
19


SAVE WATER
SAVE LIFE
TURN OFF WATER WHILE BRUSHING
TAKE SHORTER SHOWERS
USE THE FLUSHED-OUT RO WATER TO WASH CLOTHES
RO
WASH ALL DISHES AT ONCE
USE A BUCKET FOR CAR WASH
WATER PLANTS WITH WATERING CANS



21


SAVE
WATER
SAVE
LIFE
NO
WATER
NO
LIFE
22

Phineas and Ferb
What can we do to solve that?
Fixing leaks promptly and running only full loads of laundry on clean driveways, use a broom to sidewalks, never a hose


safewater
save life
for the
Earth
Don't waste
me
save life
Savewater
for plants
to grow
save
Water


If we start reviving
we will keep the
everglades thriving
25
Showing how to
use less water will
keep our plants
growing and our lakes
naturally flowing


IF THE WATER IS GONE SO ARE WE.
FACT: Each year water towers take millions of gallons of water from aquifers

26

27

Legislation Text

File #: 26-7678, **Version:** 1

ITEM: WELLINGTON HIGH SCHOOL "NO PLACE FOR HATE DESIGNATION"

REQUEST: Recognition of Wellington High School's No Place for Hate designation.

EXPLANATION: The No Place for Hate program is an Anti-Defamation League initiative that provides K through 12 schools with a framework to combat bullying, bias, and hatred, and aims to create inclusive, safe, and respectful environments. Wellington High School has earned this designation, and social studies teacher, Beth Levy will be in attendance to explain the program and share this important achievement, with the Village Council and residents.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: NONE

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Recognition of Wellington High School's No Place for Hate designation.

File #: 26-7721, **Version:** 1

ITEM: RECOGNITION OF EMERALD COVE MIDDLE SCHOOL CHAMPIONSHIP BOYS' BASKETBALL TEAM

REQUEST: Recognition of the Emerald Cove Middle School Championship Boys' Basketball Team.

EXPLANATION: On March 13th, the Emerald Cove Middle School Boys Basketball team defeated Roosevelt Middle School 48 to 36, finishing a perfect 14 and 0 season and bringing home the programs first-ever Palm Beach County Middle School Championship. Leading that team is championship head coach, Christina "Ti" Hayden. In just six (6) seasons, Coach Hayden has built Emerald Cove into one of the most respected basketball programs in South Florida. Coach Hayden has turned down several coaching offers - middle school, high school, college, and travel/club - to stay at Emerald Cove and coach/mentor youth.

According to Yetta Greene, who recently retired after more than 40 years as District Athletic Director, Coach Hayden is the first female head coach of a boys' basketball team to ever win a Palm Beach County title. The team beat the two-time defending county champions in the quarterfinals by 31 points, won the semi-finals in overtime, and won the championship.

This team of extremely coachable young men supported each other and represented their school and community with great pride, incredible sportsmanship, and outstanding character, along with their amazing coach.

2026 Emerald Cove Basketball Roster:

Jordan Nelson
Johanne Ncube
EJ Berette
Gabe Michael Paul
Alexander Marx
Troy Bermudez
Chad Simpson
Donovan Bolden
Cameron Reynolds
Dusty Parfitt
Aaron Thomas
Maksum Lepenshki
Kameron Hartwig
Marcelo DeLeslie

Head Coach - Christina "Ti" Hayden
Principal - Dr. Eugenia Feaman
Athletic Director - Brian Tilley

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: None

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Recognition of the Emerald Cove Middle School Championship Boys' Basketball Team.

File #: 26-7720, **Version:** 1

ITEM: CROWNED PEARLS OF WELLINGTON, INC. AWARD PRESENTATION

REQUEST: The Crowned Pearls of Wellington, Inc. will present an award to the Village of Wellington.

EXPLANATION: Representatives from The Crowned Pearls of Wellington, Inc. are in attendance to present an award to the Village of Wellington recognizing its continued commitment to community service and its strong partnership with local organizations.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: None

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Crowned Pearls of Wellington, Inc. Award Presentation.

File #: 26-7703, **Version:** 1

ITEM: RESOLUTION NO. R2026-24 (PRELIMINARY TRIM RATES FOR WELLINGTON SOLID WASTE COLLECTION AND RECYCLING ASSESSMENT)

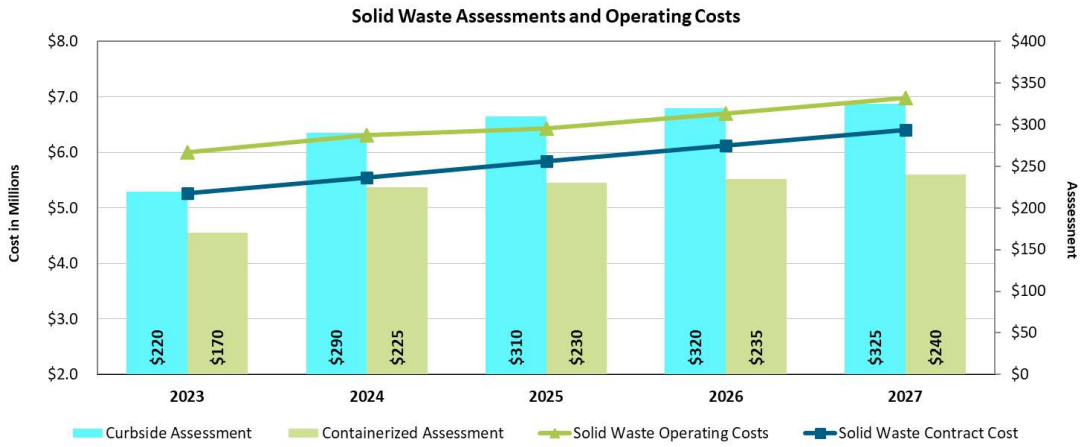
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE PRELIMINARY NON-AD VALOREM ASSESSMENT RATES FOR SOLID WASTE COLLECTION AND RECYCLING SERVICE FOR TRUTH-IN-MILLAGE ("TRIM") PURPOSES WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2026-24 setting the preliminary FY 2026-2027 TRIM rates for Solid Waste Collection and Recycling proposed at $325/unit for curbside services and $240/unit for containerized service.

EXPLANATION: The Solid Waste Authority of Palm Beach County requests the preliminary Truth-in-Millage (TRIM) rates for Solid Waste Collection and Recycling in June to facilitate their processing.

The Wellington Solid Waste Collection and Recycling assessment rates are proposed to increase for Fiscal Year 2026-2027 based on the FY 2027 preliminary budget reflecting rising operating costs due to the projected contract cost adjustment. The Wellington Solid Waste Collection & Recycling non-ad valorem assessment rates have been proposed at the amount required to fully cover costs of operation and retain fund balance in the Solid Waste Fund. The contract for solid waste collection allows an annual increase corresponding to the CPI for Water, Sewer & Trash Collection (WST) with a maximum contract increase of 5%. The WST indicator was at 4.74% for March 2026, and a contract increase of 4.75% is budgeted for the FY 2027 contract plus payments for accounts added during the fiscal year. Additionally, trash bins are the responsibility of the Village and a budgeted expense, as are asset replacement and indirect costs.

For FY 2027, the annual residential collection rates required to fully fund the higher expenditures and retain fund balance are $325 per curbside unit and $240 per containerized unit. This represents an increase of $5 per year in each rate.



The preliminary TRIM collection and recycling rates fund the Fiscal Year 2026-2027 preliminary Solid Waste budget shown in attached Exhibit A. The preliminary budget totals $8.08 million, up $260,000 or 3% from the FY 2025-2026 adopted Solid Waste budget, and is balanced at the preliminary rates with an addition of $245,000 to budgetary fund balance. Wellington Solid Waste currently services approximately 22,800 curbside accounts and 1,950 containerized accounts.

Resolution No. R2026-24 specifies the preliminary FY 2027 collection and recycling rates to be included on the annual TRIM notice for all properties served by Wellington Solid Waste. The preliminary rates of $325/unit for curbside service and $240/unit for containerized service represent increases of 2% in both curbside and containerized services. The final assessment rates and budget will be adopted following the required public hearing in August. The Council may adopt final rates at or below the preliminary TRIM rates, and the final adopted budget may differ from the preliminary budget in Exhibit A.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY:

FISCAL IMPACT: The proposed rates will fully fund the preliminary Solid Waste budget for FY 2026-2027 and maintain fund balance. Budgeted assessment revenue for FY 2027 is based on approximately 23,000 curbside units and 1,950 containerized units, with a 5% allowance for discounts.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2026-24 setting the preliminary FY 2026-2027 assessments for Wellington Solid Waste at $325.00 per unit for curbside service and $240.00 per unit annually for containerized service.

RESOLUTION NO. R2026-24

A RESOLUTION OF THE COUNCIL OF WELLINGTON, FLORIDA ADOPTING THE PRELIMINARY NON-AD VALOREM ASSESSMENT RATES FOR SOLID WASTE COLLECTION AND RECYCLING SERVICE FOR TRUTH-IN-MILLAGE ("TRIM") PURPOSES WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solid Waste Collection and Recycling Services Non-Ad Valorem Assessment will be levied by Wellington; and

WHEREAS, the Council of Wellington is required to consider and adopt Preliminary Non-Ad Valorem Assessment Rates for Solid Waste Collection and Recycling Services upon designated lands lying within the jurisdictional boundaries of Wellington for TRIM purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF WELLINGTON, FLORIDA that**:**

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The preliminary Solid Waste Collection and Recycling Services Non-Ad Valorem Assessment Rates for the Fiscal Year 2026-2027 are hereby adopted as follows:

The Solid Waste Collection and Recycling Services rates for residential assessed units within Wellington shall be three hundred twenty-five dollars ($325.00) for curbside service and two hundred forty dollars ($240.00) for container service.

SECTION 3. This Resolution shall take effect immediately upon adoption .

PASSED AND ADOPTED this _____ day of _____, 2026.

ATTEST: **WELLINGTON, FLORIDA**

BY:_____ BY:_____
Chevelle D. Hall, MMC, Village Clerk Michael J. Napoleone, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:_____
Laurie S. Cohen, Village Attorney

Exhibit A

Village of Wellington

Solid Waste Collection & Recycling Program Budget

FY 2026-2027 Preliminary

	Preliminary FY 2027 Budget
SYSTEM REVENUES	
Solid Waste Collection Assessments	$ 7,574,964
Charges for Services	2,500
Permits & Fees	-
Franchise Fees	450,000
Intergovernmental Revenue	-
Interest Income	49,000
Miscellaneous Revenues	-
Use of Reserves	-
TOTAL REVENUES	***$ 8,076,464***
EXPENDITURES	
Residential Collection	
Personal Services	$ 273,723
Operating Expenses	6,704,688
Non Departmental	1,100
Total Operating Expenditures	***$ 6,979,511***
Capital Outlay	**49,500**
TRANSFERS	
Indirect Cost Allocation	**802,000**
Increase to Reserves	**245,453**
TOTAL EXPENDITURES	***$ 8,076,464***

Note: Depreciation is not included

Legislation Text

File #: 26-7668, **Version:** 1

ITEM: MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETINGS OF MARCH 10, 2026, MARCH 24, 2026 AND APRIL 14, 2026

REQUEST: Council approval of the Minutes of the Regular Wellington Council Meetings of March 10, 2026, March 24, 2026 and April 14, 2026.

EXPLANATION: Minutes of the Regular Wellington Council Meetings of March 10, 2026, March 24, 2026 and April 14, 2026 are attached for Council's review and approval.

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Council approval of the Minutes of the Regular Wellington Council Meetings of March 10, 2026, March 24, 2026 and April 14, 2026.

Legislation Text

File #: 26-7576, **Version:** 1

ITEM: AUTHORIZATION TO RENEW A CONTRACT FOR ANNUAL AUDITING SERVICES

REQUEST: Authorization to renew a contract for annual auditing services with CBIZ CPAs P.C. in the amount of approximately $98,750.

EXPLANATION: The Office of Financial Management and Budget (OFMB) utilizes a contract with CBIZ CPAs P.C. to provide annual auditing services. The services include examination of basic financial statements for Village of Wellington and ACME Improvement District and to ensure operations were performed in accordance with legal and regulatory requirements.

On July 11, 2023, the contract was originally awarded to Marcum LLP pursuant to RFP #202317 Effective November 1, 2024, CBIZ CPAs P.C. acquired Marcum's attest business and, in accordance with the terms of the agreement, the contract was assigned to and assumed by CBIZ CPAs P.C., with no change in scope, personnel, or service delivery.

The initial term of the contract expires on July 11, 2026 and provides for two additional one-year renewal options by mutual agreement.

The fee for these services for the September 30, 2026 audit will not exceed $90,750. In addition, depending on annual spending levels, the Village may be subject to additional federal and state single audit compliance at a cost of $8,000.

Staff recommends renewing the existing contract with CBIZ CPAs P.C. for an additional one-year term to provide auditing services for Fiscal Year 2026 in the amount of approximately $98,750.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are available in the OFMB Budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to renew a contract for annual auditing services with CBIZ CPAs P.C. in the amount of approximately $98,750.

Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

March 31, 2026

CBIZ CPAS P.C.
700 W. 47th Street #1100
Kansas City, MO 64112
jgluck@cbiz.com

RE: RFP #202317 – Independent Auditing Services

Dear Mr. Gluck,

The above mentioned contract is set to expire on July 10, 2026 and allows for two (2) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the first renewal option, under the same pricing, terms and conditions.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the AWARDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDEE acknowledges no such conflict.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act {ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or

recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannotbe lawfully used as a basis for service delivery.

Pursuant to section 255.0993, Florida Statutes, as may be amended from time to time, AWARDEE acknowledges and agrees that any iron or steel product permanently incorporated into a public works project, as defined by the statute, must be produced in the United States unless an exception applies.

Please indicate acceptance or rejection of the renewal and return to my attention by April 15, 2026.
If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	Moises Ariza, Shareholder		April 2, 2026
	Printed Name/Title	Signature	Date
Reject Renewal:			
	Printed Name/Title	Signature	Date

Thank you,
Tisa Bracey
561-791-4112
tbracey@wellingtonfl.gov

CONFLICT OF INTEREST STATEMENT

This renewal is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

[✓] To the best of our knowledge, the work contemplated by this agreement would not create a conflict of interest due to the undersigned's representation of other clients on projects pending before the Village of Wellington.

[✓] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[✓] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[✓] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

POTENTIAL CONFLICT:

[ ] The undersigned business, by attachment to this form, submits a list of current clients and projects for which it is currently seeking Village approval and which may cause a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT IT IS INELIGIBLE TO PERFORM WORK ON BEHALF OF THE VILLAGE OF WELLINGTON FOR ANY OF THE CLIENTS OR PROJECTS LISTED IN THE ATTACHEMENT TO THIS FORM. FAILURE TO DISCLOSE A POSSIBLE CONFLICT OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

CBIZ CPAs P.C
COMPANY NAME

AUTHORIZED SIGNATURE

Moises Ariza
NAME (PRINT OR TYPE)

Shareholder
TITLE

Rev. 5.28.2025

November 19, 2024

RE: Authorization to Bind and Represent CBIZ CPAs P.C.

To whom it may concern,

This letter serves as formal acknowledgment that Moises D. Ariza is an authorized representative of CBIZ CPAs P.C., a professional corporation with over 400 shareholders. As a Shareholder, Moises D. Ariza holds the necessary authority to bind and represent the firm in the execution of audit contracts, related agreements, and submission of official statements with State and Federal Agencies.
Should you require any further information or clarification, please do not hesitate to contact our legal department at:

Bill Mann, General Counsel
CBIZ CPAs P.C.
700 W 47th St Ste 1100, Kansas City, MO, 64112
Phone: (816) 945-5604

Thank you for your attention to this matter.

Sincerely,

William D. Mann, Jr.
General Counsel

File #: 26-7704, **Version:** 1

ITEM: RESOLUTION NO. R2026-22 (FY 2025-2026 MID-YEAR BUDGET AMENDMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GENERAL FUND, GOVERNMENTAL CAPITAL FUND, SOLID WASTE FUND, SALES SURTAX CAPITAL FUND, AND TRANSPORTATION IMPACT CAPITAL FUND BUDGETS FOR MID-YEAR PROJECT AND PROGRAM CHANGES; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2026-22 amending the FY 2025-2026 budgets for the General Fund, Governmental Capital Fund, Solid Waste Fund, Transportation Impact Fund, and Sales Surtax Funds as presented.

EXPLANATION: Budget amendments required during the fiscal year to maintain operations are presented here as a combined mid-year budget amendment. Adjustments to the budgets for the School Zone Speed Camera Program, Tennis programs, Landscape Contracts, storm debris removal, Sales Surtax, and capital projects budgets, are requested to complete Fiscal Year 2025-2026 within budget.

A. The School Zone Speed Camera Program was implemented after the FY 2025-2026 budget adoption. To date, over $575,000 in revenue has been received, and an additional $175,000 is expected by the end of the school year. In the current year, the added revenue will offset Law Enforcement (PBSO) contract costs for event parking and equipment purchases, and the remainder will reduce the adopted appropriation of General Fund Unassigned Fund Balance. This budget amendment will add $750,000 in Speed Camera Program revenue, to be used for event parking PBSO staff, UTV light bars, and a reduction in fund balance appropriations.
B. Current year budget estimates for Tennis Program Contracts were based on participation projections made in the prior year. Since that time, Tennis programs have experienced higher participation and program contractor costs than initially forecast. Based on revised projections for the remainder of the fiscal year, an additional $109,000 in program contractor expense is expected, and will generate up to $150,000 in corresponding revenues, providing funding for increased mowing expense at our sports facilities resulting from sod changes.
C. The Village incurred debris removal expenditures of $868,000 for Hurricane Milton since October 2024. A budget amendment at that time appropriate funds from the Reserve for Emergencies to cover the expenses in the Solid Waste Fund. This budget amendment will appropriate FEMA reimbursements of $838,571 received in the current year to be returned to the Reserve for Emergencies.
D. The agreement with Wellington Athletics to construct the Sports Academy with bond funding allows for the interest earned on the bond proceeds to be allocated to the project as received. Over the past twelve months, approximately $680,000 in interest earnings has accumulated on the unspent proceeds. This budget amendment will allocate the bond interest earned refund to the Sports Academy project expenditures.
E. In Fiscal Year 2023-2024, the Village appropriated a total of $650,000 for the construction of a traffic signal at Lake Worth Road and Isles View Drive. Fifty percent of the cost was reimbursable from the Palm Beach County School Board. The project was completed this year at a cost savings of $144,200. The savings is requested to be allocated to the Transportation Impact Fee Capital

Fund project reserves.

F. The FY 2025-2026 budget for Sales Surtax revenues was prepared with the assumption that $550,000 in Surtax revenues would be collected by the cessation of the tax on December 31, 2025. The Village in fact collected $1,029,901 more in revenue. Additionally, funding for future Sales Surtax projects has been budgeted in the amount of $4.8 million. This budget amendment requests an increase to the Sales Surtax revenue budget, the appropriation of $500,000 in Village Park Parking Improvements expense, and the return of $5.3 million in budgeted project expense to the General Fund Facilities & Infrastructure Reserve to partially refund the monies transferred to the Aquatics Center Project in FY 2024.

BUDGET AMENDMENT REQUIRED: YES

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY:

FISCAL IMPACT: The budget amendment will increase the General, Governmental Capital, Solid Waste, Transportation Impact, and Sales Surtax Funds by a total budget of $8,871,213 for all adjustments.

A. Increase the General Fund Speed Camera Program revenues by $750,000, Law Enforcement expenditures by $22,000, and reducing the appropriation of General Fund Unassigned Fund Balance by $728,000;
B. Increase Recreation revenues by $150,000 and Tennis expenditures budget by $109,000;
C. Increase General Fund sports facility maintenance expense budget by $41,000;
D. Increase FEMA Disaster Recovery revenues by $838,571 and transfer the funds to the General Fund Reserves for Emergencies to reimburse Hurricane Milton debris removal expenditures;
E. Appropriating bond interest of $682,043 to the Governmental Capital Fund revenues and Wellington Sports Academy project expense;
F. Reduce the Traffic Signal at Lake Worth Road & Isles View Project budget by $144,221, and increase Transportation Impact Fund capital reserves; and

Increase the Sales Surtax Fund revenue by $1,029,901 to match actual receipts, and appropriate the added revenue and remaining Sales Surtax Future Projects expenditure budget to Village Park Parking Improvements and transfers out to the General Fund to reimburse the Facility & Infrastructure Reserve**.**

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2026-22 amending the FY 2025-2026 budgets for the General Fund, Governmental Capital Fund, Solid Waste Fund, Transportation Impact Fund, and Sales Surtax Funds as presented for a total budget increase of $8,871,213.

RESOLUTION NO. R2026-22

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GENERAL FUND, GOVERNMENTAL CAPITAL FUND, SOLID WASTE FUND, TRANSPORTATION IMPACT CAPITAL FUND, AND SALES SURTAX CAPITAL FUND BUDGETS FOR MID-YEAR PROJECT AND PROGRAM CHANGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Wellington has received revenues from the School Zone Speed Camera program since October 1, 2025; and

WHEREAS, the adopted and amended FY 2025-2026 General Fund budget does not include the Program revenue or associated Law Enforcement expenditures through September 30, 2026; and

WHEREAS, Wellington's tennis programs have experienced an increase in participation and related program contractor costs; and

WHEREAS, the adopted and amended FY 2025-2026 General Fund budget does not include sufficient funding for the anticipated Tennis program contractor expense through September 30, 2026; and

WHEREAS, the adopted and amended FY 2025-2026 General Fund budget does not include sufficient funding for the cost of mowing the type of grass installed at sports facilities through September 30, 2026; and

WHEREAS, Council may appropriate General Fund Unassigned Fund Balance to pay the added landscape contract expense; and

WHEREAS, Hurricane Milton debris removal costs totaling $868,000 were paid by the General Fund Reserve for Emergencies in Fiscal Year 2025 and reimbursed in the amount of $838,571 by the Federal Emergency Management Agency in Fiscal Year 2026; and

WHEREAS, Council may return the FEMA repayment to the Reserve for Emergencies retained for such purpose; and

WHEREAS, bond proceeds retained to construct the Wellington Sports Academy have earned interest and debt issuance costs have been refunded since bond issuance; and

WHEREAS, the adopted and amended FY 2025-2026 Governmental Capital Fund budget does not include sufficient funding for all Sports Academy Project costs; and

WHEREAS, Council may appropriate the bond proceeds interest to the Wellington

Sports Academy Project; and

WHEREAS, Council appropriated $650,000 to the Traffic Signal at Lake Worth Road and Isles View Project in Fiscal Year 2024, $325,000 of which was reimbursable by Palm Beach County School Board contributions; and

WHEREAS, the actual traffic signal project cost was less than budgeted; and

WHEREAS, Council may reduce the budget for the Project and reallocate the remaining Project budget to Transportation Impact Capital fund balance; and

WHEREAS, the local option Sales Surtax ended on December 31, 2026; and

WHEREAS, the adopted and amended FY 2025-2026 Sales Surtax revenue budget was lower than the actual collected; and

WHEREAS, the Sales Surtax revenue and expenditure budget may be amended by Council to return collected revenue to the General Fund Facility & Infrastructure Reserve and appropriate Village Park Parking Improvements expense; and

WHEREAS, a Budget Amendment, attached as Exhibit "A", has been prepared in accordance with Section 6 of Wellington's Charter and in compliance with §166.241 (4) (c) Florida's Statutes and Article VII, Purchasing Contracts, and Property Management Policies, Section 2-332 of Wellington's Code of Ordinances to:

- Increase the General Fund Speed Camera Program revenues by $750,000, Law Enforcement expenditures by $22,000, and reducing the appropriation of General Fund Unassigned Fund Balance by $728,000;
- Increase Recreation revenues by $150,000 and Tennis expenditures budget by $109,000;
- Increase General Fund sports facility maintenance expense budget by $41,000;
- Increase FEMA Disaster Recovery revenues by $838,571 and transfer the funds to the General Fund Reserves for Emergencies to reimburse Hurricane Milton debris removal expenditures;
- Appropriating bond interest of $682,043 to the Governmental Capital Fund revenues and Wellington Sports Academy project expense;
- Reduce the Traffic Signal at Lake Worth Road & Isles View Project budget by $144,221, and increase Transportation Impact Fund capital reserves; and
- Increase the Sales Surtax Fund revenue by $1,029,901 to match actual receipts, and appropriate the added revenue and remaining Sales Surtax Future Projects expenditure budget to Village Park Parking Improvements and transfers out to the General Fund to reimburse the Facility & Infrastructure Reserve; and

WHEREAS, Wellington's Manager recommends approval of the Budget Amendment.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby approves the Budget Amendment #2026-008 as set forth in Exhibits "A" & "B" and authorizes the Mayor to execute the Amendment as presented.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of May, 2026.

ATTEST:

By: _____
Chevelle Hall, MMC, Village Clerk

WELLINGTON

By: _____
Michael J. Napoleone, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Laurie S. Cohen, Village Attorney

Exhibit A

Budget Amendment #2026-008A
Fiscal Year 2025-2026

Amend the General Fund, Governmental Capital Fund, and Solid Waste Fund for mid-year adjustments to revenues and expenditures.

	GENERAL FUND		GOVERNMENTAL CAPITAL FUND		SOLID WASTE FUND	
Description	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases
Total Amended FY 2026 Budget	$76,496,520	$ 76,496,520	$ 42,129,160	$ 42,129,160	$ 7,815,994	$ 7,815,994
Budget Amendment:						
Speed Camera Revenue	$ 750,000					
Tennis Programs Revenue	$ 150,000					
FEMA Disaster Recovery Revenue					$ 838,571	
Interest Earnings			$ 119,300			
Appropriation of Fund Balance	$ (728,000)		$ 562,743			
Tennis Program Contracts		$ 109,000				
Sports Faciities Landscape Contracts		$ 41,000				
PBSO Parking Surveillance Agreements		$ 18,000				
Law Enforcement Repairs & Maintenance		$ 4,000				
Wellington Sports Academy Project				$ 682,043		
Hurricane Milton Debris Removal						
Transfer Out to General Fund						$ 838,571
Transfers In	$ 6,148,698					
Increase to Emergency Reserves		$ 838,571				
Increase to F & I Reserve		$ 5,310,127				
Budget Amendment Total	*$ 6,320,698*	*$ 6,320,698*	*$ 682,043*	*$ 682,043*	*$ 838,571*	*$ 838,571*
Total Amended Budget	$82,817,218	$ 82,817,218	$ 42,811,203	$ 42,811,203	$ 8,654,565	$ 8,654,565

Approved: _____
Michael J. Napoleone, Mayor Date

Exhibit B

Budget Amendment #2026-008B
Fiscal Year 2025-2026

Amend the Transportation Impact Capital Fund and Sales Surtax Capital Fund for mid-year adjustments to revenues and expenditures.

	TRANSPORTATION IMPACT FD		SALES SURTAX CAPITAL FUND	
Description	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases
Total Amended FY 2026 Budget	$ 2,187,113	$ 2,187,113	$ 13,101,942	$ 13,101,942
Budget Amendment:				
Transportation Impact Fund Balance		$ 144,220		
LWR & Isles View Signal Project		$ (144,220)		
Sales Surtax Revenue			$ 1,029,901	
Sales Surtax Projects				$ (4,780,226)
Village Park Parking Improvements				$ 500,000
Transfer Out to General Fund				$ 5,310,127
Budget Amendment Total	*$ -*	*$ -*	*$ 1,029,901*	*$ 1,029,901*
Total Amended Budget	$ 2,187,113	$ 2,187,113	$ 14,131,843	$ 14,131,843

Approved: _____

Michael J. Napoleone, Mayor Date

File #: 26-7733, **Version:** 1

ITEM: RESOLUTION NO. R2026-23 (LEGAL DEPARTMENT OUTSIDE LEGAL FEES AND COSTS)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GENERAL FUND LEGAL DEPARTMENT OPERATING BUDGET TO APPROPRIATE UNASSIGNED FUND BALANCE OF $75,000 FOR ADDITIONAL OUTSIDE LEGAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2026-23 amending the Fiscal Year 2025/2026 General Fund Legal Department Operating Budget to allocate unassigned fund balance of $75,000.00 for additional outside legal services.

EXPLANATION: The Village retains outside law firms to assist with pending lawsuits and other areas in which special expertise is needed. The budgeted amount for outside legal counsel is $200,000 for FY 2025/2026, which typically covers routine outside legal expenses. Certain outside legal expenses have arisen that were not budgeted or which have exceeded anticipated amounts, including the recently filed Isla Carroll matters, the Brefrank matter and the Palm Beach Polo collateral attack on the 130 Violations foreclosure. Half of the expenses associated with the Brefrank matter will be recouped at the conclusion of the litigation and Wellington has filed a Motion for Attorneys' Fees and Costs in the Palm Beach Polo Matter, which we believe we are entitled to pursuant to section 57.105, Florida Statutes. Staff expects that an additional $75,000 will cover these additional legal fees through the end of the fiscal year.

Staff recommends approval of the budget amendment in order to cover outside legal services. Any unused funds will be carried over to the fiscal year 2026-2027 budget.

BUDGET AMENDMENT REQUIRED: YES

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Sufficient available fund balance exists in the general fund.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Approval of Resolution No. R2026-23 amending the Fiscal Year 2025/2026 General Fund Legal Department Operating Budget to allocate unassigned fund balance of $75,000.00 for additional outside legal services.

RESOLUTION NO. R2026-23

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE FISCAL YEAR 2025-2026 GENERAL FUND LEGAL DEPARTMENT OPERATING BUDGET TO APPROPRIATE UNASSIGNED FUND BALANCE OF $75,000 FOR ADDITIONAL OUTSIDE LEGAL SERVICES: AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council has approved the use of outside legal services for specialized legal counsel; and

WHEREAS, the adopted FY 2025-2026 General Fund budget does not include the additional amount required to use outside legal services for matters through February, 2026, including fees for legal services relating to the Isla Carroll project, the Brefrank quiet title action, and the Palm Beach Polo collateral attack on the 130 violations foreclosure matter ; and

WHEREAS, fund balances may be reassigned or assigned by the Wellington Village Council; and

WHEREAS, a Budget Amendment, attached as Exhibit "A," has been prepared in accordance with Section 7 of Wellington's Charter and in compliance with section 166.241(4)(c), Florida Statutes and Article V of Wellington's Code of Ordinances assigning General Fund balance of $75,000 to the Legal Services operating budget; and

WHEREAS, Wellington's Manager recommends approval of the Budget Amendment.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby approves the Budget Amendment #2026-009 as set forth in Exhibit "A" and authorizes the Mayor to execute the Amendment as presented.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

ATTEST:

By: _____
Chevelle D. Hall, Village Clerk

WELLINGTON

By: _____
Michael J. Napoleone, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Laurie Cohen, Village Attorney

W:\Departments\Legal\RESOLUTIONS\2026\2026-XXX (Outside Legal Services Budget Amendment).doc

Exhibit A

Village of Wellington , FL
Budget Amendment #2026-009
Fiscal Year 2025-2026

Amend the General Fund to appropriate Unassigned fund balance for outside legal services.

		GENERAL FUND	
Description	Fund Balance/Reserves	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases
Adopted FY 2026 Budget		$ 76,421,520	$ 76,421,520
Unassigned Fund Balance (40%)	$ 31,681,554		
Budget Amendment:			
Appropriation of Fund Balance		$ 75,000	
Ouside Legal Services			$ 75,000
Budget Amendment Total	*$ -*	*$ 75,000*	*$ 75,000*
Total Amended Fund Budget	$ -	$ 76,496,520	$ 76,496,520

Approved: _____
Michael J. Napoleone, Mayor Date

File #: 26-7519, **Version:** 1

ITEM: AUTHORIZATION TO 1) ENTER INTO A SOLE SOURCE CONTINUING CONTRACT FOR WATER TREATMENT PLANT (WTP) STORAGE TANK INSPECTIONS, MAINTENANCE AND UPGRADES AND 2) AUTHORIZATION TO EXECUTE A TASK ORDER FOR FIVE (5) YEAR WATER TREATMENT PLANT (WTP) STORAGE TANK CLEANING AND INSPECTION SERVICES PROJECT

REQUEST: Authorization to 1) Enter into a sole source continuing contract with CROM, LLC DBA CROM Coatings and Restorations for Water Treatment Plant (WTP) Storage Tank Inspections, Maintenance and Upgrades and 2) Authorization to execute a task order for the Five (5) Year Water Treatment Plant (WTP) Storage Tank Cleaning and Inspection Services Project in the amount of $337,935.35.

EXPLANATION: CROM is the tank manufacturer and CROM, LLC DBA CROM Coatings and Restorations is the only approved contractor authorized to work on CROM tanks.

Staff is seeking authorization to:

1) Enter into a sole source continuing contract with CROM, LLC DBA CROM Coatings and Restorations for Water Treatment Plant (WTP) Storage Tank Inspections, Maintenance and Upgrades and

2) Authorization to execute a task order for the Five (5) Year Water Treatment Plant (WTP) Storage Tank Cleaning and Inspection Services Project in the amount of $337,935.35 which includes $200,000.00 in owner controlled contingency for any repair work that may be required.

The Utility owns and maintains 6 drinking water storage tanks totaling 8.25 million gallons of daily water storage. The drinking water tanks are generally filled each night and provide the necessary water supply for times of peak flow and fire events. Florida Administrative Code Chapter 62-555.350 requires all drinking water tanks to be taken offline and inspected a minimum of every five (5) years. The scope of the project includes the draining, cleaning, inspection and production of a certified report by a Professional Engineer of all six (6) prestressed, composite ground storage tanks. Each tank's structural integrity will be reviewed to determine what measure, if any, are needed to remedy deficiencies so that the longest useful life of the tanks can be realized and water quality maintained. The previous 5-year inspections were authorized in September 2021, while the pending inspections are anticipated to begin work in July and August of this year during the summer low season. Four (4) of the tanks are located at the Water Treatment Plant (WTP) and two (2) of the tanks are located at the two (2) remote booster stations sites.

Staff recommends 1) Entering into a sole source continuing contract with CROM, LLC DBA CROM Coatings and Restorations for Water Treatment Plant (WTP) Storage Tank Inspections, Maintenance and Upgrades and 2) Authorization to execute a task order for the Five (5) Year Water Treatment Plant (WTP) Storage Tank Cleaning and Inspection Services Project in the amount of $337,935.35 which includes $200,000.00 for owner -controlled contingency for any repair work that may be required.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for this project are available in the Utility Capital budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to 1) Enter into a sole source continuing contract with CROM, LLC DBA CROM Coatings and Restorations for Water Treatment Plant (WTP) Storage Tank Inspections, Maintenance and Upgrades and 2) Authorization to execute a task order for the Five (5) Year Water Treatment Plant (WTP) Storage Tank Cleaning and Inspection Services Project in the amount of $337,935.35 which includes $200,000.00 in owner-controlled contingency for any repair work that may be required.

CROM
WATER INFRASTRUCTURE SOLUTIONS

July 18, 2025
Revised December 31, 2025

Via Email: kberroteran@wellingtonfl.gov

Karla Berroteran
Village of Wellington
12133 Ken Adams Way,
Wellington, Florida 33414

RE: Continuing Services Agreement
Village of Wellington, Florida
CCR PR# 20250378

Dear Ms. Berroteran:

CROM Coatings and Restorations ("CCR") is offering ground storage tank inspection and repair services as an approved representative of CROM, LLC. CCR is a division of CROM, LLC which was formed to carry out the specific tasks to inspect, repair and modify prestressed composite tanks as well as other concrete structures.

The construction of prestressed composite tanks is a unique form of construction. The combination of materials and construction methods make the structures difficult to understand if not thoroughly knowledgeable in this technology. In order to properly address modifications, maintenance and repairs on prestressed tanks, the companies involved need to have considerable experience in how the tanks are designed and built. Current AWWA Standards state that maintenance and inspections performed on prestressed tanks should only be "performed under the direction of a professional engineer thoroughly familiar with wire- and strand-wrapped prestressed composite tanks and their construction." CROM, LLC approves CCR as the sole company for any repairs and modifications performed on all of their prestressed composite tanks. CCR has unparalleled experience in the design, construction, modification and repair of prestressed composite tanks. No other service company provides this background.

The warranty as stated by the tank manufacturer requires that they be notified before any work is performed. CROM Coatings and Restorations ("CCR") is a division of CROM, LLC and is the only approved contractor authorized to work on CROM tanks. The occasional subcontractor is used when there is electrical or mechanical equipment added to a tank, but these are usually handled on a case-by-case basis. Any work performed by an unapproved contractor will void any written or implied warranties.

Thank you for giving us the opportunity to assist you. Please let us know if you have any further questions.

Sincerely,

CROM COATINGS AND RESTORATIONS

Robert G. Oyenarte, P.E.
President

Revised March 27, 2026

20250378

AGREEMENT FOR INSPECTIONS, MAINTENANCE AND INFRASTRUCTURE UPGRADES
Between

VILLAGE OF WELLINGTON, FLORIDA

And

CROM COATINGS AND RESTORATION

THIS AGREEMENT between CROM Coatings and Restorations, a Division of CROM, LLC ("CCR" / “Contractor”), and the Village of Wellington, a Florida municipal corporation (“Client”), each a “Party” and collectively referred to as the “Parties”, is entered into this _____ day of _____, 2026. CCR agrees to provide the necessary labor, materials, and equipment to perform inspections, preventative maintenance, corrective maintenance, and upgrades on infrastructure asset structures ("structures") for Client pursuant to the terms set forth herein and in accordance with applicable codes and standards, including OSHA, AWWA, and ACI.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

   The Client or a duly authorized representative is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

   Prior to starting work, CCR will request from Client data reasonably required for submittal purposes to provide necessary labor, materials, and equipment to perform inspections, preventative maintenance corrective maintenance, repair, modification, coatings or upgrades on structures for the Client, including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed and arrangements made for creation of needed data.

2. TERMS

   The term of this Agreement shall commence immediately upon execution by both the Client and CCR and shall continue for a period of three (3) years. This Agreement may be renewed for up to two additional one-year periods subject to written approval of both parties.

   Any mutually agreed upon renewal shall allow for price adjustments for labor rates in an amount equal to the percentage change of the Employment Cost Index: Wages and salaries for Private Industry Workers in Construction, Series ID: CIU2022300000000I, with the beginning index value being the index value from the same quarter as the effective date of this agreement and the ending index value being the most recently published index value as of the effective date of the term renewal. Any mutually agreed upon renewal shall be exercised only if all terms and conditions remain the same, or any changes are mutually agreed upon in writing by the Parties.

3. COMMENCEMENT AND COMPLETION

Upon execution of this Agreement, CCR will be prepared to start work within **30 days** following approval of our submittal information. CCR shall furnish sufficient labor, materials, and equipment necessary to complete the work for each applicable work order. The estimated project duration shall be specified in each individual line item work order and Scope of Work. The Client will issue approval of the WO in the form of a Purchase Order.

At Client's discretion, the Client may elect to execute a Project Specific Construction agreement for certain projects in the form attached hereto as **Exhibit A**.

For any project undertaken under this Agreement that qualifies as a public construction project under Florida law, the Client's Project Specific Construction Agreement, including its General Conditions, shall govern and control in the event of conflict, and shall supersede any inconsistent provisions of this Agreement.

In the event that CCR cannot start the job by **60 days from the approved work order** because of delays of any nature which are caused by the Client or other contractor employed by it or other circumstances over which CCR has no control, then the Price may be renegotiated to reflect any increased costs.

4. INSURANCE

CCR shall purchase and maintain insurance coverage and policy limits as referenced in **Exhibit B**-Insurance Requirements.

5. SERVICES TO BE FURNISHED BY CCR

CCR shall furnish supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 9, on existing infrastructure assets including, but not limited to concrete structures, steel structures, and plant piping. All services will be performed in accordance with **Exhibit C** – Scope and Specifications. Typical services furnished by CCR include:

a. Level 1 Inspection:
   i. Exterior Structural Evaluations
   ii. Exterior Code/Standard Compliance Testing
   iii. Exterior Coating Evaluations
   iv. Photographic Documentation
   v. Condition Assessment Report

b. Level 2 Inspection:
   i. Interior and Exterior Structural Evaluations
   ii. Interior and Exterior Code/Standard Compliance Testing
   iii. Interior and Exterior Coating Evaluations

iv. Photographic Documentation
v. Signed and Sealed Condition Assessment Report

c. Coatings
   i. Application of High-Performance Coating Systems, as Needed

d. Corrective Maintenance/Rehabilitation
   i. Concrete Repairs
   ii. Crack Repair
   iii. Epoxy Injection
   iv. Joint Repair
   v. Leak Remediation
   vi. Concrete Surface Preparation
   vii. Hydro Demolition (I.E. Removal of Exterior Coatings to Bare Concrete/Shotcrete)
   viii. Structural Repairs
   ix. Shotcrete Repairs and Restoration

e. Upgrades/Retrofit
   i. Waterproofing and Sealants
   ii. Seismic Upgrades (If Required)
   iii. Piping and Modifications
   iv. Safety/Security Enhancements or Modifications
   v. Improved Access (Wall or Roof)
   vi. Baffle Walls/Mixing Systems
   vii. Antennae Support Structures

6. CCR SERVICE CONDITIONS AND CRITERIA

a. CCR is the sole source authorized to provide parts and services on CCR utility tanks and shall follow prescribed procedures as outlined in CCR's guidelines for maintenance and inspections.

b. It is the intent of this Agreement that not only will tanks receive corrective maintenance and inspections on an as-needed basis but will also receive routine annual (Level 1) and five-year preventive maintenance inspections (Level 2 or Enhanced Level 3) as prescribed by and in compliance with governing regulations and CCR's guidelines for maintenance and inspections.

c. A Level 1 exterior only inspection entails the preparation of an electronic, comprehensive written report, which includes a photographic record documenting the inspection.

d. A Level 2 exterior and interior inspection involves the creation of an electronic, comprehensive written report, signed and sealed by a licensed Professional Engineer, accompanied by a photographic record of the inspection.

e. Repair materials that are in contact with potable water will be NSF 61 compliant.

f. CCR will perform site visits to ascertain existing conditions of the areas before providing estimates or performing work.

g. Work shall conform to current regulatory and safety requirements, as well as following guidelines for product use from manufacturers at the time of service.

h. CCR will ensure conditions on the work site reflect good housekeeping and safety practices at all times. CCR will be responsible for removing trash and debris from the work site related to the work performed pursuant to the Work Order.

i. CCR will only store equipment and products directly related to the maintenance services at the work site.

7. HOURS OF WORK/INVOICING

a. Standard crew availability is defined as Monday through Friday between 7:00 a.m. - 6:00 p.m., for ten-hour shifts up to forty hours; however, the Superintendent may choose when to begin work for the crew as needed to maintain the job schedule, and shall be paid at the rate provided on the Fee Schedule, attached hereto as **Exhibit "D.**"

b. Services provided in excess of the standard ten-hour shift, and a forty hour work week, where agreed upon by the client in advance and in writing, shall be paid at the After-Hours rate as shown on the Fee Schedule. After Hours work may only be performed by written approval of the Client.

c. CCR's invoices for subcontracted services shall include a copy of the subcontractor's invoice to the Client upon request and show the percent markup, as stated on the Fee Schedule.

8. RESPONSE TIME

a. CCR will respond to each request for corrective service or for a project estimate within five business days of notification and provide a written estimate within fifteen business days after evaluation. Client shall notify CCR via email or phone call.

b. CCR shall provide a crew onsite for emergency services within forty-eight (48) hours of receiving an emergency request via email or telephone. To accomplish this, CCR has multiple locations throughout the region.

9. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CCR to perform the work set forth in this Agreement. The Client will notify any and all processors of the project site that Client has granted CCR free access to the site. CCR will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur. Repair for damage caused by CCR shall be the responsibility of CCR.

b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures., and the Client waives any claim against CCR, and, subject to the limits set forth in section 768.28, Florida Statutes, agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. IN Nothing herein shall be construed as a waiver of Client's sovereign immunity nor as consent to be sued by third parties.

c. A continuous supply of potable water under 50-psi pressure at the rate of 60-gallons per minute for the use of the CCR crew within 100-feet of the work site.

d. A continuous supply of electricity during the period of work: one 50-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100-feet from the work site. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add $500.00 per week to the Price. If scope of work includes ultra-high pressure water blasting, 20-AMP, 480-volt services is required.

e. Any permit fees or other fees from any Authority Having Jurisdiction (AHJ) as may be required for the work including, but not limited to, all connect/disconnect, impact, and building/construction fees.

f. Drainage and disposal of the structure's contents shall be completed by the Client. Client will provide notification of tank status to CCR.

g. Cleaning of the exterior of the tank and accessories.

h. Disinfection may be provided by the Client or by CCR as outlined in the individual work order. Client will be responsible for refilling of the structure's contents.

i. Complete lock out and tag out of the subject structure, as required, prior to Village personnel entering the structure and coordinate with CCR to review all lock out tag out procedures performed and the general status of the tank prior to turning over control of the tank to CCR for CCR safety evaluation. CRR shall be solely responsible for the safety procedures required for the approved scope of work.

j. Adhesion Testing: Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of any new coating systems. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CCR and the Client will have to re-evaluate the proposed scope of work and pricing.

Professional engineering design services (if required). Professional Engineering service such as level 2 inspection reports may be provided by CCR as outlined in an individual work order.

l. Hazardous material removal and disposal as required by the specifications or safety guidelines.

10. <u>BACK CHARGES AND CLAIMS FOR EXTRAS</u>

The work order price may only be changed by a written change order. Any Claim for an adjustment in the Work order price shall be based on written notice submitted by CCR to the Client **prior to the work being completed**. Changes to the work order price will be issued via a revised PO.

CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

11. SCHEDULE COMMENCEMENT, AND DELAYS

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CLIENT BY REASON OF ANY DELAYS. CCR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Client for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising from delay, disruption, interference, or hindrance, whether reasonable, unreasonable, foreseeable, avoidable, or unavoidable. CCR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

12. STANDARD OF CARE, INDEMNIFICATION

All design professionals performing work under this Agreement shall perform such services in accordance with the standard of care used by similar professionals in the community under similar circumstances. Pursuant to section 775.08, Florida Statutes, CCR agrees to indemnify and hold harmless Client, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

13. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Agreement without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Agreement including other contractors or parties working on the project, or, if necessary, a surety of CCR.

14. LABOR

This Agreement is predicated on open-shop labor conditions, using CCR's own personnel. If CCR is required to employ persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to CCR, the Price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, CCR shall not be in default or be deemed responsible for delay of the progress of this Agreement or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the work.

This Agreement is based on CCR's crew performing its Scope of Work in accordance with CCR's standard safety program. If any additional safety requirements are placed on CCR (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to CCR.

15. QUOTATION

CCR will issue a Work Order (WO), which will describe the structure, the work to be performed as well as the deadline to complete the job. The WO will detail the level of inspection services, if applicable, and line item pricing calculated based on the fee schedule stated below. The Client will issue approval of the WO in the form of a Purchase Order (PO). Work pursuant to the PO and WO will not be billed on in accordance with the fee schedule attached hereto as **Exhibit D**.

At Client's discretion, the Client may elect to execute a Project Specific Construction agreement for certain projects in the form attached hereto as **Exhibit A**.

The following conditions apply to Exhibit D- Fee Schedule:

b. For interior repair items, each structure shall be drained before the work is performed.

c. The pricing includes supervision, labor, materials and equipment required to complete the work.

Periodic and final payment, including any retention, shall be made in accordance with applicable state Prompt Payment law, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607..

A surcharge of 4% will be added to all credit card payments.

If a Public Construction Bond is required, add $9.00 per $1,000 of project amount.

16. DISPUTE RESOLUTION

In the event of a controversy or claim related to this Proposal, then the Parties will engage in high-level management discussions within five (5) days of written notice to the other Party. If the issues remain unresolved, then the Parties will engage in Mediation per AAA Construction Industry Mediation Rules in the State of the place of the Project, unless an alternative location is agreed upon by the Parties in writing. The mediation shall be convened within thirty (30) days of a Party's mediation request. Each Party shall be responsible for their own attorneys' fees for the mediation; and the mediator costs shall be shared equally by the Parties. If the matter still remains unsettled after submission to mediation, the Parties may engage in litigation in the state or federal court having jurisdiction in the location of the Project, and the laws of State of the Place of the Project shall control jurisdiction, unless otherwise agreed to by the Parties in writing. The Prevailing Party shall be entitled to reasonable attorneys' fees and costs from the Non-Prevailing Party, upon an award of the Court.

17. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the structure(s) or accessories, it shall authorize such work in writing and pay CCR its standard charges for such work.

It is agreed that CCR shall not be responsible for any consequential, special or delay damages, or any force majeure events, including but not limited to acts of God and pandemic. CCR does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the subcontract/contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

18. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the Agreement, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records and reports if necessary. CCR shall present all costs to owner for approval in writing prior to proceeding with work outlined in this section.

CCR will warranty its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk-through with the responsible party overseeing its work for the Client. If any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's warranty is limited to defects in CCR's workmanship and materials, excluding inspections, cleaning, and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear, or for damage caused from negligent or inappropriate use or by any other entity beyond CCR’s control, including but not limited to modifications, work, or repairs by others.

If a bond is required for the Scope of Work included in this Agreement, CCR will furnish a one-year Public Construction Bond. The cost of this bond is **not included** in our price. Please add $9.00 per $1,000 of project value.

20. INDEPENDENT CONTRACTOR

CCR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. WELLINGTON shall have no right to supervise the methods used, but WELLINGTON shall have the right to observe such performance. CONSULTANT shall work closely with WELLINGTON in performing Services under this Agreement.

21. COMPLIANCE WITH LAWS

In performance of the Services, CCR will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, standards, emergency orders, and health guidelines.

22. NON-DISCRIMINATION

CCR shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CCR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CCR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CCR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannotbe lawfully used as a basis for service delivery.

23. WAIVER

A waiver by either Client or CCR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

24. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

25. ENTIRETY OF AGREEMENT

Client and CCR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or

understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between CLIENT and CCR pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

26. MODIFICATION

This Agreement may be modified only by a written amendment executed by both parties.

27. OWNERSHIP OF DOCUMENTS

Any and all documents, records, disks, or other information generated in connection with this Agreement shall become the property of Client for its use and/or distribution as may be deemed appropriate by Client. Notwithstanding as otherwise stated herein, and to the extent permitted by Florida law, Contractor maintains ownership over and proprietary rights to Contractor's Intellectual Property including but not limited to: drawings, patents, trademarks, and copyrights. Contractor's work including its Intellectual Property is provided with the understanding that reproduction, distribution, publication and derivative works are not permitted in whole or part, except as directed by Contractor in writing. Contractor maintains all legal and equitable title to its drawings and authorizes and grants a license to use such works for the Owner's internal purposes. If Contractor considers any materials provided to Client confidential and exempt from disclosure pursuant to Chapter 119, Florida Statutes, Contractor must include both a redacted and an unredacted copy of all claimed exempt materials and provide Wellington with citations to the Florida Statute(s) that support the claimed exemption. If Contractor does not comply with this section, its materials will not be treated as exempt and will be subject to disclosure if requested thirty (30) days after such request is made.

28. ACCESS AND AUDITS

CCR shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. CLIENT shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal working business hours at CCR'S place of business.

29. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To CLIENT

Village of Wellington
12300 Forest Hill Blvd
Wellington, Florida 33414
Attn: Danielle Zembrzuski

As To CCR

CROM, LLC DBA CROM Coatings and Restorations
250 SW 36th Terrace
Gainesville, FL 32607
Attn: Jeffrey Pomeroy

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on Fridays, weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CCR and Client.

30. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

In accordance with the Office of Inspector General, Palm Beach County, Florida Ordinance, Palm Beach County Code Section 2-422, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CCR has reviewed Palm Beach County Code Section 2-422 and is aware of its rights and/or obligations under such ordinance.

31. PUBLIC ENTITY CRIMES

CCR may not be a person or affiliate identified on the Department of General Services “Convicted Vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from the public contracting and purchasing process because they have been found guilty of a public entity crime. The CCR shall comply with section 287.133, Florida Statutes, as is amended from time to time.

32. TIME

Time is of the essence in all respects under this Agreement.

33. PREPARATION OF AGREEMENT

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

34. PUBLIC RECORDS

IF THE CCR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CCR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE HALL AT 561-791-4000, CHALL@WELLINGTONFL.GOV, 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

35. SCRUTINIZED COMPANIES

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, CCR certifies that it, its affiliates, suppliers, subcontractors, and CCRs who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel

List and are not participating in a boycott of Israel. If this Agreement is valued greater than $1 million, CCR further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and CCRs who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that CCR has submitted a false certification, or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

36. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

37. E-VERIFY

Compliance with FS 448.095 - Client requires all CCRs, contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Client are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

38. ACCEPTANCE

This Agreement is offered for your acceptance within **60-days** from the agreement date. We reserve the right after that period to amend our bid to reflect our changing construction schedules, materials, and labor rate changes. The return to this company of a copy of this agreement with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This agreement shall be made a part of any contract agreement or purchase order.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Cameron Kenyon
Business Development Manager



Nick Martin
Regional Manager

/nkm.dbt

ACCEPTED BY CLIENT
Village of Wellington

PRINT: _____

TITLE: _____

DATE: _____

CROM, LLC DBA CROM Coatings and Restorations

BY: Robert G Oyenarte

Printed Name/Title: Robert G. Oyenarte / CEO

EXHIBIT "A'
PROJECT SPECIFIC CONSTRUCTION
CONTRACT TEMPLATE

AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year _____, by and between the **VILLAGE OF WELLINGTON**, a Florida municipal corporation, through its Village Council, (hereinafter referred to as "Owner" or "Village"), and _____ a Florida _____(hereinafter referred to as "Contractor"), having its principal office at _____ for _____ (hereinafter referred to as the "Project") in accordance with the Contract Documents, hereinafter defined.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – SCOPE OF WORK

The Contractor will provide all materials, supervision, light, power, transportation, labor, tools and equipment necessary to complete the work in strict accordance with the Contract Documents as defined in Article 2 of this Agreement, and perform all work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, and as required by the manufacturer's specifications and all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the requirements of the Florida Building Code and any amendments thereto. The work to be performed shall hereinafter be referred to as the "Work".

The Work is generally described as follows:

ARTICLE 2 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

2.1 This Agreement;

2.2 Addenda numbers: NA

2.3. General Conditions attached hereto as **Exhibit "A";**

2.4 Signing Authority to Agreement attached hereto as **Exhibit "B";**

2.5 Scope and Specifications of Work attached hereto as **Exhibit "C";**

2.6 Public Construction Bond in the form attached hereto as **Exhibit "D"** which shall be in compliance with Fla. Stat. § 255.05 (plus Power of Attorney Forms as applicable);

2.7 NOT USED

2.8 Sales Tax Recovery Program Special Conditions For Owner Furnished Materials and Equipment attached hereto as **Exhibit "F";**

2.9 Contractor's Schedule of Values attached as **Exhibit "G";**

2.10 Contractor's Certificate(s) of Insurance attached hereto as **Exhibit "H";**

2.11 Warranty Forms attached hereto as **Exhibit "I";**

2.12 Form of Certificate of Substantial Completion attached hereto as **Exhibit "J";**

2.13 Form of Application for Payment attached hereto as **Exhibit "K";**

2.14 Form of Bill of Sale, Absolute attached hereto as **Exhibit "L";**

2.15 Form of Contractors affidavit to Owner and Final Release of Liens, attached hereto as **Exhibit "M";**

SAMPLE

2.16 Contractor's Forms and Misc. Requirements attached hereto as **Composite Exhibit "N":**

Exhibit "N1"	Conflict of Interest Statement
Exhibit "N2"	Non-Collusion Affidavit

2.17 Sales Tax Exemption Certificate of Entitlement attached hereto as **Exhibit "O";**

2.18 The following which may be delivered or issued after the Effective Date of the Agreement may not be attached hereto: Notice to Proceed, all written amendments and Change Orders signed by both parties and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

2.19 The Contract Documents listed under Article 2 above are attached to this Agreement (except as expressly noted otherwise above) and include any documents referenced in the Agreement or Contract Documents to be incorporated by reference. There are no Contract Documents other than those listed above in this Article 2. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions. The Contract Documents shall be interpreted together and in harmony with one another. In the event of a conflict between or among the Contract Documents, whichever document imposes the greater obligation on Contractor shall control. The Contractor must call any such conflict or discrepancy to the Village's attention, in writing or the Contractor waives and releases any claims it might have related to such conflict, unless otherwise stated herein. The Contractor shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Engineer (defined below).

ARTICLE 3 - ENGINEER

Notwithstanding anything contrary to language contained in the Agreement, the roles and responsibilities of the Owner and Engineer during construction are as follows:

The Owner will serve as the Owners Representative. All communication relative to Contractors obligation under Agreement shall be through the Owner. The Owner will act as the Engineer during construction unless otherwise notified by Owner. The responsibilities of the Engineer are in Article 9 of the of the General Conditions.

ARTICLE 4 - TIME OF COMMENCEMENT AND COMPLETION

4.1 The time of commencement of the Work shall be the date stated in the Notice to Proceed, as defined in the General Conditions ("Date of Commencement"). Contractor shall reach Substantial Completion of all Work within _____ calendar days from the Date of Commencement, subject to any authorized extensions of time as set forth in the Article 12 of the General Conditions. All Work shall be performed in an expeditious manner. Contractor shall reach Final Completion of all Work within _____ (___) days of Substantial Completion and delivery of the Final Punch List as required by the Contract Documents.

4.2 LIQUIDATED DAMAGES. The parties to this Agreement agree that time is of the essence in the performance of this Agreement. Substantial Completion of the Work under this Agreement, as defined in Article 1 of **Exhibit "A",** shall be no later than the Substantial Completion date set forth in Section 4.1 of this Agreement, subject to authorized extensions of time as set forth in the Article 12 of the General Conditions. In the event the Work is not substantially completed by the completion date stated above, and has not been extended by Change Order, the Owner shall be entitled to collect liquidated damages. Contractor and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Owner the sum of Two Hundred Fifty Dollars ($250.00) for each calendar day in achieving Substantial Completion of the Work. Further, Contractor and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Owner the sum of Two Hundred Fifty Dollars ($250.00) for each and every calendar day of unexcused delay for failure to achieve Final Completion. It is hereby agreed that the amount of the per diem assessment for liquidated damages for the Contractor's failure to achieve Substantial Completion of the Work or Final Completion of the Work within the time specified in this Agreement is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed. The Owner's exercise of its right to terminate this Agreement shall not release the Contractor from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Owner or, at the Owner's option, may be deducted from future payments that may be due and owing to Contractor. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as

SAMPLE

liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. Contractor's liability for liquidated damages shall survive completion and termination of the Agreement and are in addition to Owner's other remedies available under the Contract Documents and by law.

ARTICLE 5 - CONTRACT PRICE

In accordance with the Schedule of Values, established pursuant to Paragraph 2.05 of the General Conditions, Owner shall pay the Contractor for the performance of the Work in accordance with the Contract Documents, subject to adjustment as provided in the Contract Documents, the lump sum of $_____, which includes Owner Controlled Contingency in the amount of $_____,inclusive of all materials, equipment, labor, warranties, licenses, permits, insurances, bond costs, taxes, overhead, profit and fees ("Contract Price"). The Owner shall be responsible for the costs associated with any Village of Wellington permits that are required for the performance of the Work. Notwithstanding the foregoing, Contractor is responsible for the costs associated with permits from all other governing authorities having jurisdiction over the Project, excluding the Village of Wellington. The Contract Price may include Unit Price Work and the Owner shall pay Contractor the unit prices specified in the Schedule of Values for the required Unit Price Work that may be required in accordance with the Contract Documents. All unit price items specified in the Schedule of Values are inclusive of all costs for the performance of the Work, including, but not limited to, materials, equipment, labor, warranties, licenses, permits, insurances, bond costs, taxes, overhead, profit and fees.

ARTICLE 6 - PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed and reviewed by Owner and Engineer as provided in Article 14 of the General Conditions.

6.1. PROGRESS PAYMENTS. Pursuant to Article 14 of the General Conditions, Owner shall make progress payments on account of the Work performed, including any Unit Price Work, on the basis of Contractor's Applications for Payment (**Exhibit "K**") as recommended by Engineer, on or about the **10th** day of each month during construction as provided below. All progress payments will be on the basis of the percentage of completion and progress of the Work, and in the case of Unit Price Work based on the price per unit multiplied by the number of units completed, measured by the Schedule of Values established pursuant to Paragraph 2.05 of the General Conditions and **Exhibit "G"** attached to this Agreement.

6.1.1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions.

Ninety-five percent (95%) of Work completed and zero percent (0%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02.A of the General Conditions).

6.1.2 Owner is not obligated to reduce the retainage for any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 218.735, Florida Statutes, Section 255.05, Florida Statutes, or for any amounts that are otherwise the subject of a Claim or demand by the Owner against the Contractor under this Agreement. The Owner shall promptly make such payment to the Contractor unless the Owner has grounds to withhold payment for amounts that are the subject of a good faith dispute, the subject of a Claim pursuant to Section 218.735, Florida Statutes, Section 255.05, Florida Statutes, or are otherwise the subject of a Claim or demand by the Owner against the Contractor. If the Owner makes payment of retainage to the Contractor, which is attributable to the labor, services, or materials supplied by one or more Subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those Subcontractors and suppliers. Upon Substantial Completion of the Work, and the completion of the punch list, the amount withheld by the Village shall be reduced to the value of 150% of the total cost to complete any disputed items on the punch list, which shall be deducted from any amounts due.

6.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, and settlement of all Claims, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07 of the General Conditions.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions, Laws, and Regulations that in any manner may affect the cost, progress, performance, or furnishing of the Work.

7.2. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface conditions at or contiguous to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.3. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4. Contractor has given Owner written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.

7.5 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.6 Contractor represents that it is a properly qualified and licensed contractor in good standing with the State of Florida and is a Florida General Contractor in good standing, organized and existing under the laws of the State of Florida. Contractor further represents that it is well qualified and able to perform the Work; it has a sufficient number of qualified personnel to assure timely performance of the Work; that it has the proper tools and equipment to perform the Work and is financially capable of performing the Work and all the requirements stated within the Contract Documents.

7.7 Contactor represents that all Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. The Contractor shall supervise and direct the Work using its best skill and attention. All Work shall be performed by craftsmen skilled in the trades and application of materials involved. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety or persons or property.

ARTICLE 8 - INDEMNIFICATION

8.1 Subject to Paragraph 6.20 of the General Conditions, to the fullest extent permitted by the law, Contractor shall indemnify and hold harmless the Owner, and its council members, officers, directors, agents, members and employees and Engineer and its officers, directors, agents, members and employees (“Indemnified Parties”), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees at the trial and appellate level, but only to the extent caused by the negligence, recklessness, wrongly or intentionally wrongful conduct, act or omission of the Contractor and other persons employed or utilized by Contractor, any of Contractor’s Subcontractors, agents or others for whom the Contractor is responsible, arising from this Agreement or its performance. The Owner’s contributory negligence shall only reduce, but not prevent, the Contractor’s obligation to indemnify provided herein. Nothing in the Contract Documents shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

8.2 In any and all claims against Indemnified Parties by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them

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may be liable, the indemnification obligation under Paragraph 8.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8.3 The parties intend for this indemnification provision to be enforceable pursuant to Sections 725.06 and 725.08, Florida Statutes and as such, hereto acknowledge and agree that to the extent that any portion of this indemnification provision is deemed void or unenforceable in any action or proceeding, then such portion is considered severable and will not affect the remaining portions of this provision. The Contractor shall indemnify and hold harmless all of the Indemnified Parties from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's indemnity and hold-harmless obligations under this Contract. This indemnification provision does not extend to provide indemnification to the Indemnified Parties for their own negligence and therefore, the parties agree that the indemnification obligations should be construed in accordance with Sections 725.06 and 725.08, Florida Statutes.

8.4 The indemnity provisions of this Article 8 shall survive termination and completion of the Agreement.

ARTICLE 9 – SUBCONTRACTS

No portion of the Work may be subcontracted to vendors not listed on the Schedule of Subcontractor without the prior written consent of the Village, which consent may be withheld for any reason. It is further agreed that all subcontracts and material and equipment purchase contracts entered into by Contractor or its subcontractors or material suppliers, shall contain a provision stating that the Owner may bring claim directly against any subcontractor of Contractor for breach of Contract, warranty rights, quality of workmanship, and create third party beneficiary rights of Owner in said agreements. Additionally, nothing contained in this Contract shall constitute an assignment of Contractor's rights against the Owner or create any third party beneficiary rights in any subcontractors or material and equipment suppliers of Contractor. The purpose of this provision is to allow the Owner, in addition to Contractor, to make claim for damage or indemnification directly against any subcontractors or material and equipment suppliers that may be ultimately responsible for defects or deficiencies in the Work or materials and equipment.

ARTICLE 10 – TIME & DELAYS

Any changes in the Work, changes in the Contract Price and/or Contract Time shall be executed via written Change Order pursuant to Articles 10 and 12 of the General Conditions. Further, if the Contractor is delayed at any time in the progress of the Work, any approved changes in the Contract Time shall similarly be executed via written Change Order pursuant to Article 12 of the General Conditions. All requests by the Contractor for extensions of the Contact Time, other than those associated with changes in the Work, must be submitted in writing to Owner's Representative within the time period specified in Article 12 of the General Conditions. Failure to so request an extension of the Contract Time will constitute a waiver of any right for an extension of the Contract Time.

ARTICLE 11 – BONDS AND INSURANCE

The Contractor shall furnish public construction bond pursuant to Article 5 of the General Conditions. The Contractor shall also, as a condition of this Agreement and to payment under this Agreement, purchase and maintain the insurance coverage and policy limits as delineated within Paragraph 5.04 and 5.05 of the General Conditions and the Supplementary Conditions.

ARTICLE 12 – SALES TAX INFORMATION

The Owner Sales Tax Recovery Program Special Conditions are incorporated herein by reference. To be entitled to purchase materials tax exempt for a public works project, the Owner is required to issue a Certificate of Entitlement to each vendor and to the Contractor to affirm that the tangible personal property purchased from that vendor will go into or become a part of a public work. The Owner's purchase order for tangible personal property to be incorporated into the public works project must be attached to the Certificate of Entitlement. The Owner must issue a separate Certificate of Entitlement for each purchase order. The Owner's form Certificate of Entitlement is attached hereto as **Exhibit "O".** By executing each Certificate of Entitlement, the Owner affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the applicable exemption requirements contained in Section 212.08(6), Florida Statutes, and Rule 12A-1.094, F.A.C. If the personal property sold by a vendor tax-exempt pursuant to a Certificate of Entitlement does not qualify for the exemption under

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Section 212.08(6), Florida Statutes, and Rule 12A-1.094, F.A.C., the Owner will be liable for any tax, penalty, and interest determined to be due.

ARTICLE 13 - PROJECT SIGNAGE

Contractor shall furnish and erect one (1) Owner standard signs at the Project site as directed by the Owner. Contractor may install signage at the Project site subject to approval by the Owner.

ARTICLE 14 – CONFLICT OF INTEREST

This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. The Contractor's completed Conflict of Interest Statement shall be attached hereto and incorporated herein as **Exhibit "N1"**. During the term of this Agreement and any renewals or extensions thereof, the Contractor shall continue to disclose to Owner any possible conflicts of interests. The Contractor's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of Owner.

ARTICLE 15 – TRANSFER OF LIEN

In the event any liens should be filed against the Site by any lienors, in connection with labor or services performed, Contractor shall indemnify and hold the Owner harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must forthwith within twenty (20) days of notice of the lien, transfer such lien to security in accordance with Florida Statutes. Should Contractor fail to transfer such lien, the Owner may, at its option, do so and deduct the amount expended, including all costs and attorney's fees incurred from any payment then due Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 If the parties mutually agree, disputes may be referred to mediation. However, mediation shall not be a condition precedent to litigation of any disputes. All costs of mediation shall be shared equally by the parties. Venue for litigation concerning this Agreement or the Contract Documents shall be in Palm Beach County, Florida. In the event of litigation to settle disputes arising out of this Agreement or the Project, the prevailing party shall be entitled to recover against the other party its cost and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

16.2 Waiver of Trial By Jury. IN THE EVENT OF LITIGATION, BOTH PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE CONTRACT, OR BREACH THEREOF, OR IN CONNECTION WITH WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ANY ACTIONS OR INACTIONS OF EITHER PARTY.

ARTICLE 17 – MISCELLANEOUS

17.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

17.2 **Public Entity Crime Statement**. Contractor acknowledges the existence of Section 287.133(2)(a), Florida Statutes ("Public Entity Crimes Act"), which provides, in part, that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Owner, may not submit a bid on a contract with Owner for the construction or repair of a public building or public work, may not submit bids on leases of real property to Village, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with Village, and may not transact business with Owner in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section by Contractor shall result in termination of this Agreement by Owner without penalty.

17.3 **Truth-In-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Contract Price and any

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additions thereto shall be adjusted to exclude any significant sums, by which Owner determines the Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

17.4 **Records.** Contractor shall keep such records and accounts and require any and all architects, Consultants, and Subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by Owner and for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE D. HALL AT 561-791-4000, CHALL@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

17.5 In accordance with Palm Beach County Ordinance Number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County Ordinance Number 2011-009 and is aware of its rights and/or obligations under such ordinance.

17.6 **Village of Wellington's Purchasing and Procurement Procedures Manual.** Contractor shall comply with all Contractor requirements of the Village of Wellington's Purchasing and Procurement Procedures Manual as adopted by Resolution No. R2023-04.

17.7 **Not Used**

17.8 **Code of Ethics & Conduct.** If Contractor violates or is a party to a violation of the Florida Statutes Chapter 112 or the Palm Beach Code of Ethics (Sec. 2-441 et. seq), Contractor may be in material breach of this Agreement and may be disqualified from bidding on any future bids for work of goods with the Owner.

17.9 **Non-Collusion.** This Agreement is made without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in termination of this Agreement, return of materials or discontinuation of services, and the possible removal of Contractor for bidder lists.

17.10 **Drug-Free Workplace**. Execution of this Agreement by Contractor shall serve as Contractor's certification that it either has or that it will establish a drug-free workplace consistent with Chapter 112.0455, Florida Statutes.

17.11 As part of the Village's National Pollutant Discharge Elimination System (NPDES) requirements, Contractor may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Contractor is responsible for all costs associated with the training.

17.12 **Traffic Control and Maintenance**. To the extent applicable, the Contract Price includes all traffic control and traffic control costs related to the Work. The Maintenance of Traffic Plan and all traffic warning and control devices shall conform to the applicable provisions of the latest editions of the national "Manual On Uniform Traffic Control Devices" (MUTCD), and the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards". The MOT Plan shall be prepared by a Florida MOT Certified Technician if FDOT standard details are used. If FDOT standard details are not used, a Professional Engineer licensed in Florida shall prepare the MOT Plan. MOT Plans shall be submitted to appropriate agencies for approval. Costs of compliance with this Paragraph are included as part of the Contract Price.

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17.13 **Existing Structures & Utilities**. All known utilities have been shown on the Plans and Drawings or otherwise provided in the Contract Documents according to the best information available. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake, otherwise make, or protect their facilities. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately at Contractor's sole cost and expense in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, Contractor shall take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility. Should the Work require repairs, changes, or modifications of the Owner's utilities as well as other utilities, it is the responsibility of the Contractor to provide for the maintenance of continuous water, sewage, electric, telephone and other utility services to all present customers of such utilities, unless approval in writing is secured from the applicable utility company or Owner for interruption of such service.

17.14 **Testing**. All tests and analyses, which are called for in the Specifications and/or Drawings to be performed by an Independent Testing Laboratory or otherwise, will be at the Owner's expense unless otherwise specified, provided the tests and analyses determine that the material(s) and/or Work meets the requirements as specified. All such tests that fail to meet the Project requirements are to be paid by the Contractor.

17.15 **Storage Site.** The Contractor shall furnish, at its expense, properly zoned area suitable for field offices, material storage and equipment service and storage, as applicable for the Project. The Contractor shall maintain these areas in a clean, orderly condition so as not to cause of nuisance in the area and shall restore the storage areas to its original or better condition.

17.16 The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

17.17 **Compliance with Laws.** The Contractor shall give all notices, and warrants and represents that the Work will comply with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Work. Contractor shall comply with all ordinances, laws and rules of the State of Florida, Village of Wellington and Palm Beach County applicable to the Work. Contractor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority even if in strict compliance with the Contract Documents. Contractor shall bear sole responsibility for and bear all costs necessary to insure full compliance with the representations contained herein, including, but not limited to any attorney's fees or other expenses incurred by Owner in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this paragraph shall survive the termination of this Agreement.

17.18 The Contractor acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Contractor against the Owner other than Claims arising out of this Agreement. Specifically, except as provided in Section 768.28, Florida Statutes, the Contractor acknowledges that it cannot and will not assert any claims against the Owner, unless the claim is based upon a breach by the Owner of this Agreement.

17.19 The Contractor affirms that the provisions of the Contract Documents regarding notice to Claims, and the requirement for a written Change Order cannot be waived and further, without timely notice of a Claim or a written Change Order as required in the Contract Documents, the Contractor shall not be entitled to additional compensation or an extension of the Contract Time. Such Claims for additional compensation or extensions of the Contract Time are waived if the Contractor has not given all required notices and obtained a written a Change Order when required.

17.20 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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17.21 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained on the Contract Documents.

17.22 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.23 The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

17.24 This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of such amendment or modification is sought.

17.25 Counterparts: This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

17.26 **Site Security.** Security at the site is a very high priority to the Owner. The Contractor recognizes that this site is sensitive in nature as a result of homeland security concerns, and the security criteria stipulated herein constitutes a material inducement of the Owner to enter into this contract with the Contractor. In recognition of the Owner's security needs and the fact that this is an active and functioning facility, the Contractor agrees to take all reasonable steps to minimize the degree to which the facility is impacted by this construction project. The Owner reserves the right to require timing adjustment of activities that, in the sole determination of the Owner, impact the operation, efficiency or security of the Plant. The Contractor shall anticipate and work within the requirements of the Owner's security needs.

The Owner reserves the right to require the Contractor to perform a background check on all of Contractor's agents, licensees, invitees, employees, subcontractors, material workers, and suppliers entering the site and agrees to supply the results to the Owner. Contractor shall secure from the affected parties appropriate authorizations and releases from liability in favor of the Owner prior to performing the background checks. All background checks shall be performed prior to allowing the workers or suppliers access to the project site. The Owner reserves the right but not the obligation to disallow entrance to the work site of any persons or entities as a result of the background check or other relevant information, regardless of the result of such background check.

Background checks shall be in such form and fashion as is acceptable to the Owner, but at a minimum, shall be performed through the Florida Department of Law Enforcement. The Contractor shall allow sufficient time to perform the necessary background checks within the project schedule. Nothing herein shall be construed as consent to be sued by third parties and Contractor waives all claims for damages based upon the security measures set forth herein. Each third party upon whom a background check has been performed shall be required to carry a photo identification and a clearance tag. Such identification and clearance tag shall be required to enter the Plant and shall be maintained with the person at all times while on site. The Contractor shall provide to the Owner a complete roster of all parties who may enter the work site to perform the work called for by this agreement and shall keep said roster updated and current on at least a monthly basis.

17.27 Scrutinized Companies. Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than $1 million, CONTRACTOR further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

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17.28 **E-verify. Compliance with F.S. 448.095**

Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

17.29 **Non-Discrimination**

Contractor shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act {ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

ARTICLE 18 – NOTICE

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For Owner:
Village of Wellington
Attn: Danielle Zembrzuski
12300 Forest Hill Blvd.
Wellington, FL 33414

For Contractor
CROM, LLC DBA CROM Coatings and Restorations
Attn: Jeffrey Pomeroy
250 SW 36th Terrace
Gainesville, FL 32607

SAMPLE

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, and the Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by the Engineer on their behalf.

OWNER: **VILLAGE OF WELLINGTON**

By _____
Michael Napoleone, Mayor

Attest: _____
Chevelle D. Hall, Wellington's Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Laurie Cohen, Attorney for Wellington

CONTRACTOR: **CROM, LLC DBA CROM COATINGS AND RESTORATIONS**

By _____
Jeffrey Pomeroy, Manager

Attest: _____
Printed Name/Title: _____

(CORPORATE SEAL)

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EXHIBIT "A"

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Change Order*—A document possibly prepared by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

5. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

6. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

7. *Contract Documents*—Those items so designated in the Agreement. Approved Shop Drawings and other Contractor submittals are not Contract Documents.

8. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.

9. *Contract Time(s)*—The number of day(s) or the date(s) stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

10. *Drawings*—The Drawings are listed in Exhibit C to the Agreement. Shop Drawings and other Contractor submittals are not Drawings as so defined.

11. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

12. *Engineer*—Design professional

13. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

15. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

16. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

18. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

19. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

20. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

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21. *PCBs*—Polychlorinated biphenyls.

22. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

23. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

24. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

25. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents. In no event shall the Project Manual be deemed part of the Contract Documents.

26. *Owner*— Village of Wellington, a Florida municipal corporation, through its Village Council

27. *Owner's Representative*—Employee of the Village of Wellington who has been authorized to make Project decisions on the Owner's behalf.

28. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

29. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

31. *Schedule of Submittals or Submittal Schedule*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

32. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

33. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

34. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

35. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

36. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

37. *Substantial Completion*— Substantial Completion is defined as the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended and all necessary governmental approvals required for the Owner to utilize the Project for the purposes intended have been obtained. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. The date is defined in the Contract Documents.

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38. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

39. *Unit Price Work*—Work to be paid for on the basis of unit prices.

40. *Construction Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies or may be utilized in the absence of complete agreement on the terms of a Change Order. A Construction Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Construction Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. Contractor shall be obligated to proceed with all Construction Change Directives pending resolution of a Change Order, if applicable.

1.02 Terminology

A. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 of the General Conditions or any other provision of the Contract Documents.

B. *Day:*

1. The word "day" means a calendar day.

C. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

D. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

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ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the required Public Construction bond in the form attached as **Exhibit "D"** to the Agreement.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall deliver to the Owner, with copies to each additional insured, certificates of insurance (and other evidence of insurance which the Owner or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with the Contract Documents.

2.02 Copies of Documents

A. Upon written request, Owner shall furnish to Contractor up to two printed hard copies of the Contract Documents. Additional copies of the Contract Documents will be furnished upon request at the cost of reproduction.

2.03 Starting the Work

A. Contractor shall start to perform the Work on the Date of Commencement. No Work shall be done at the Site prior to the Date of Commencement, unless expressly authorized by Owner in writing.

2.04. Intentionally Deleted.

2.05 Before Starting Construction

A. *Construction Schedules:* Within 30 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Owner for timely review:

1. a construction schedule, otherwise referred to herein as a Progress Schedule, indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents; and

2. a Schedule of Submittals; and

3. a Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include the agreed upon amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. If not already done so, at this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to review for acceptability to Owner/Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an

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additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner/Engineer. The Progress Schedule shall be in a detailed precedence style critical path management ("CPM") format satisfactory to the Owner and Engineer that shall also: (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). The Contractor shall monitor the progress of the Work for conformance with the requirements of the Progress Schedule and shall promptly advise the Owner of any delays or potential delays. The accepted Progress Schedule shall be updated to reflect actual conditions and as requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. Any overtime and/or additional labor to correct the delay shall be at the Contractor's sole expense if the delay is caused in whole or in part by the Contractor, its Subcontractors, or anyone for whom the Contractor is responsible. In no event shall any progress report constitute an adjustment in the Contract Time, Milestone Dates, or the Contract Price unless any such adjustment is agreed to by the Owner and authorized pursuant to written Change Order. Contractor shall maintain such Progress Schedule on a current basis in accordance with the provisions of this paragraph and shall keep proper records to substantiate actual activity, duration and completion dates.

B. In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents or if the Owner determines that Substantial Completion may be delayed, and provided that the delay was not due to an act or omission caused solely by the Owner, the Owner shall have the right to order the Contractor to take corrective measures, at Contractor's sole cost and expense, necessary to expedite the progress of construction, including without limitation: (i) working additional shifts or overtime in conformity with schedules recognizing the requirements of the Owner; (ii) supplying, additional manpower equipment and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Remedial Measures"). Such Remedial Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. If Contractor fails to undertake such Remedial Measures, then after seven (7) days written notice, Owner may undertake such Remedial Measures at Contractor's expense which Owner may, at its election, subtract from amounts due Contractor.

C. At least 10 days before submission of the first Application for Payment a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to review for acceptability to Owner/Engineer as Schedule of Submittals submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the Schedule of Submittals. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner/Engineer . Contractor shall maintain and update the Schedule of Submittals as needed and/or required under the Contract Documents.

D. At least 10 days before submission of the first Application for Payment a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to review for acceptability to Owner/Engineer as Schedule of Values submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the Schedule of Values. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner/Engineer . Contractor shall maintain and update the Schedule of Values as needed and/or required under the Contract Documents.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

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C. Clarifications and interpretations of the Contract Documents shall be issued by Owner/Engineer as provided in Article 9 of the General Conditions.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect as of the Effective Date of the Agreement, except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall release the Contractor or any of their subcontractors, consultants, agents, or employees of their duties or responsibilities set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies in Contract Documents

A. *Reporting Discrepancies*:

1. *Contractor's Review of Contract Documents*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby. Failure to report any such conflict, error, ambiguity, or discrepancy to the Engineer shall result in a waiver of all Claims related thereto.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

B. *Resolving Discrepancies*:

1. The Contract Documents shall be interpreted together and in harmony with one another. In the event of a conflict between or among the Contract Documents or between or among the Contract Documents and any Laws or Regulations, whichever imposes the greater obligation on Contractor or contains the more stringent requirement on the Contractor shall control.

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Construction Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, so long as there is no impact to the Contract Time or Contract Price, by issuance of a Field Order.

3.05 Reuse of Documents & Electronic Data

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A. Unless otherwise stated in the Contract Documents if there is a discrepancy between the electronic files of drawings and the hard copies of drawings, the hard copies govern.

B. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

C. Before Owner and Contractor transmit documents or data, either personally or electronically, they shall endeavor to establish necessary safeguard protocols governing such transmissions, unless otherwise already provided in the Contract Documents.

D. Notwithstanding the foregoing, the Owner shall be deemed the author and owner of the Drawings, Specifications, documents and data, including, without limitation, design documents and data prepared on behalf of Owner and provided by Owner to Contractor whether in hard copy or electronic format. As a result, Owner will retain all common law, statutory and other reserved rights, including any and all intellectual property rights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim any rights in such documents or data and may not use said documents and data on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the documents and data provided to them solely and exclusively for execution of the Work. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights

E. The prohibitions of Paragraph 3.05 D will survive final payment, or termination of the Contract. Contractor shall indemnify and hold harmless the Owner and Engineer from any claims, liabilities and damages including but not limited to reasonable attorney's fees and costs due to any unauthorized use of Drawings, Specifications or documents by Contractor, any Subcontractor, Supplier or any person or entity for which they are responsible. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but which specifically related to use of the Site of which the Owner is aware and with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities.

B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. Reports and drawings were provided to Contractor as part of the Request for Proposal/Invitation to Bid and are attached as part of **Composite Exhibit "C"**.

B. *Limited Reliance by Contractor Authorized:* Contractor may not rely upon the accuracy of the reports and drawings in **Composite Exhibit "C"**. Contractor shall independently confirm that, in the Contractor's professional judgment, the information is reliable and accurate. Contractor shall have full responsibility with respect to subsurface and physical conditions at or contiguous to the Site, subject to Paragraph 4.03 below. Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

SAMPLE

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any information on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. differs materially from that shown or indicated in the Contract Documents; or

3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; and

4. is of such a nature as to require a change in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. Contractor may make a Claim for an equitable adjustment to the Contract Price or the Contract Times, or both, to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet the requirements described in Paragraph 4.03.A;

b. a Claim is not precluded pursuant to Paragraph 4.02B;

c. the Engineer's findings and conclusions support such an adjustment to the Contract Price and/or Contract Time; and

d. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of or Contractor, as an experienced and knowledgeable contractor, should have known of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under this Agreement; or

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b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Contract Documents; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner nor Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project or lost profits on this Project.

4.04 Underground Facilities

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Construction Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

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4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. Reports and drawings of Hazardous Environmental Conditions known to the Owner that have been identified at the Site are attached as part of **Composite Exhibit "C"**.

B. *Limited Reliance by Contractor:* Contractor may not rely upon the accuracy of the reports and drawings in **Composite Exhibit "C"**. Contractor shall independently confirm that, in the Contractor's professional judgment, the information is reliable and accurate Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from anydata, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications, identified in the Contract Documents to be within the scope of the Work, or which should have been reasonably known to the Contractor. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If

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Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7 and the Contract Price shall be reduced by deductive Change Order for the costs incurred by Owner to perform the deleted portion of the Work with Owner's own forces or by others.

G. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish public construction bond, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents and in the forms attached to the Agreement all in accordance with applicable Florida law. This bond shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents. Contractor's performance bond shall not contain any limitation or exclusion for Contractor's warranty obligations.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. The Owner and Engineer shall be named as an additional insured in all policies required to be maintained under the Contract Documents, with the exception of the Worker's Compensation insurance, unless

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otherwise specified herein. As a condition precedent to entitlement to any progress payment or final payment under the Agreement, Contractor must maintain the required insurance coverage under the Contract Documents at least until final payment unless otherwise specified within the Contract Documents.

Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an a Project specific occurrence basis with limits as outlined in the Supplementary Conditions or as required by Laws or Regulations, whichever is greater. Such policies shall include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby. Contractor shall deliver endorsements showing such additional insured coverage using the ISO form CG 20 10 11 85 or its 2004 ISO equivalent (forms 20 10 07 04 and 20 37 07 04) for both ongoing and completed operations;

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2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 10 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive:

   a. Such insurance shall remain in effect for one year after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and each year thereafter.

7. For Worker's Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with limits as provided in the Supplementary Conditions.

8. Business Automobile Liability coverage, required by 5.04A.6, must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

   Owned vehicles.
   Non-owned and hired vehicles.

9. The policies of Contractor shall contain an endorsement whereby the insurance carriers agree that its insurance is primary and not contributory with or in excess of any coverage which the Owner has purchased. The Contractor shall be responsible for all deductibles under the insurance policies. The Contractor shall be responsible for all loss or damage to the Work, including the Contractor's materials delivered to Site for incorporation therein and all property issued to the Contractor by the Owner for use or incorporation in the Work, except for Owner Direct Purchase which shall be governed by **Exhibit "F"**. The Contractor shall waive all rights against the Owner for recovery of damages to the extent that these damages are covered by insurance maintained pursuant to the above requirements, and the Contractor shall provide all waivers of subrogation in the endorsements and forms required by the Owner.

C. Intentionally Deleted

D. Contractor shall procure Professional Liability insurance covering performance of the professional services.

E. Notwithstanding the availability of any insurance, the Contractor shall bear the risk of loss for its acts, errors or omissions pursuant to this Agreement. The Contractor bears all liability and risk of loss, for losses and damages arising from any acts, errors, omissions, or negligence on the part of the Contractor and its Subcontractors, including without limitation damages for defective and nonconforming work, and the Contractor and all applicable Subcontractors shall bear the risk and pay for such losses regardless of whether the Contractor should be covered for such losses by any insurance required by this Article, except for Owner Direct Purchases governed by **Exhibit "F"** .

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5.05 Limits of Liability Insurance. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Worker's Compensation, etc., under paragraphs 5.04.A.1 and A.2 of the General Conditions:

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
(3)	Employer's Liability:	$1,000,000

The coverage and the limits of liability for employer's liability are modified to read as follows:

$1,000,000 each accident
$1,000,000 disease policy limit
$1,000,000 disease each employee

Also, the following wording is added governing employer's liability for contractors that are not incorporated or lease employees: If the Contractor is not an incorporated entity (i.e. sole proprietor/partnership), or Leases Employees (under the alternate employer laws of the State of Florida), the Owner shall require a minimum premium policy meeting the aforementioned requirements even though not required by the Worker's Compensation Laws of the State of Florida. Unless and until Contractor provides the Owner with proof of exemption and such forms and proof that the Owner deems appropriate.

Comprehensive General Liability (under paragraphs 5.04.A.3 through A.6 of the General Conditions):

(1) Including coverage for Premises/Operations Liability on an occurrence basis, Contractual Liability, Independent Contractors, Products/Completed Operations Liability on an occurrence basis, and Personal Injury Coverage with the employee exclusion deleted. The Owner will not accept exclusion for explosion, collapse, or underground in the policy.

Acceptable minimum per project limits are: $2,000,000 general aggregate

$1,000,000 products and completed operations aggregate
$1,000,000 personal injury and advertising injury
$1,000,000 each occurrence

Coverage shall be on a Primary and Non- Contributory Basis.

(2) Comprehensive Automobile Liability shall include coverage for owned vehicles, non-owned vehicles, and hired vehicles. Acceptable minimum limits are $1,000,000 combined single limit for bodily injury and property damage.

(3) Follow form umbrella liability naming Owner and Engineer as an additional insured, may be purchased and maintained, if necessary, to meet Owners minimum insurance requirements.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

5.06 Subcontractor Insurance. All Subcontractors and suppliers shall be obligated to carry insurance commensurate with that required to be carried by Contractor.

Subcontractors and suppliers shall name the Owner and Engineer as an additional insured on all policies including completed operations coverage using the ISO form CG 20 10 11 85 or its 2004 ISO equivalent (forms 20 10 07 04 and 20 37 07 04); which shall also be maintained for a period of one (1) years from completion of the Project.

5.07 Acceptance of Bonds and Insurance; Option to Replace

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A. Owner shall review the coverage afforded by or other provisions of the insurance required to be purchased or maintained by Contractor after delivery of insurance certificates to Owner in accordance with Paragraph 2.01B of the General Conditions. Contractor shall furnish to the Owner such additional information in respect to insurance provided by Contractor as the Owner may reasonably request. Review of Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder. In case of a breach by Contractor of any insurance provision stated in the Contract Documents, the Owner at its option may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project.

5.08 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.04 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed in writing by the Owner and Engineer to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

B. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

C. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have the authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be

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performed Monday through Friday, 7:00 a.m. till 5:00 p.m., excluding holidays, and shall comply with the Village of Wellington's Noise Ordinance. Contractor will not permit overtime work or the performance of Work on a Sunday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions and warranties of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. Contractor shall adhere to the Schedule established in accordance with Paragraphs 2.05 and 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Owner/Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply generally to the Progress Schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto;

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

SAMPLE

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

SAMPLE

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved in writing by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order. Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

SAMPLE

D. Owner or Engineer may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Application for Payment.

E. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

F. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the work to be performed by any specific trade.

H. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. The agreement(s) between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same. It is further agreed that all subcontracts and material and equipment purchase contracts entered into by Contractor or its subcontractors or material suppliers, shall contain a provision stating that the Owner may bring Claim(s) directly against any subcontractor of Contractor for breach of Contract, warranty rights, quality of workmanship, and create third party beneficiary rights of Owner in said agreements. Additionally, nothing contained in this Contract shall constitute an assignment of Contractor's rights against the Owner or create any third party beneficiary rights in any subcontractors or material and equipment suppliers of Contractor. The purpose of this provision is to allow the Village, in addition to Contractor, to make claim for damage or indemnification directly against any subcontractors or material and equipment suppliers that may be ultimately responsible for defects or deficiencies in the Work or materials and equipment. Further, to the extent requested by Owner, Contractor shall deliver copies of all Subcontract and Supplier agreements, purchase orders and invoices to Owner.

6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. [Paragraph intentionally left blank.]

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Nothing herein shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in §768.28, Florida Statutes.

6.08

SAMPLE

A. Intentionally Deleted.

6.09 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known as of the Effective Date of the Agreement having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Sales Tax shall be paid in accordance with the Sales Tax Recovery Program Special Conditions when applicable, as determined by the Owner and/or Engineer.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work. Nothing herein shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

SAMPLE

C. Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents. If Contractor fails to keep the Site and other areas clean on a daily basis and/or as a condition to Substantial Completion, Owner shall have the right to deduct costs incurred by Owner to keep the Site and other areas clean and free from accumulations of waste.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property including but not limited to property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at no additional cost to the Owner or Engineer.

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

SAMPLE

G. Contractor shall comply with the Trench Safety Standards provided by OSHA's Excavation Safety Standards, 29 CFR §1926.650 Subpart P and Fla. Stat. §553.60-§553.64 (1990) (inclusive).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Construction Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

    a. Submit number of copies specified in the General Requirements.

    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*:

    a. Submit number of Samples specified in the Specifications.

    b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

    a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

SAMPLE

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

SAMPLE

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Contractor warrants to Owner that all materials and equipment furnished for the Project will be new unless otherwise specified and that all Work for the Project, will be of first quality, free from faults and defects, fully functional, and in conformance with the Contract Documents. The Work shall be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Contractor's warranty and the warranty of all Subcontractors and suppliers shall be for a period of one (1) year from date of substantial completion or longer, as may be stated in an Extended Warranties. All Work for the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall, within three (3) working days of written notice from Village, correct any Work that fails to conform to the requirements of the Contract Documents and unconditionally guarantees and warrants that it shall correct at its sole cost and expense any defects due to faulty materials, equipment and/or workmanship which appear within a period of one (1) year from the date of substantial completion or such longer time required by the Contract Documents for particular items (the "Extended Warranties"). The Contractor shall bear all costs of correcting such defective work. Contractor and Subcontractor warranties expressly also include all statutory warranties, all of which are specifically and expressly incorporated herein by reference. The Contractor shall also provide warranties from manufacturers for the specified items and systems within the Contract Documents and may include Extended Warranties. Notwithstanding anything set forth in the Manufacturers' Warranties to the contrary, those items specifically covered by the Manufacturers' Warranties and any disclaimers and limitations on liability shall in no way be deemed to limit Contractor's warranties and liability herein and are in addition to and not in lieu of the Contractor's warranties. These obligations shall survive termination of this Agreement. If Contractor should default in the performance of any of its warranty obligations, it shall be responsible for all damages, fees or costs incurred by the Owner in enforcing the warranty provisions of this Article, including, but not limited to, all attorney's fees, engineering and consulting fees or other expenses incurred. Without limiting the generality of the foregoing, if any warranty repairs are not performed within the specified time, emergency repairs performed by others shall not void the warranty and the Contractor shall reimburse the Owner for all costs incurred in connection with the performance of such repairs. This warranty is in addition to and not in lieu of any other warranties, express or implied, which may be provided by Laws and Regulations.

B. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any acceptance by Owner or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

6.20 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

SAMPLE

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.20, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

SAMPLE

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. The Owner will serve as the Owners Representative. All communication relative to Contractors obligation under Agreement shall be through the Owner.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents, including, without limitation, (i) geotechnical engineering survey; (ii) other applicable land surveys; (iii) environmental studies of existing facilities; and (iv) all applicable reports regarding water intrusion and contamination, all of which are attached as **Composite Exhibit "C"**. Unless otherwise provided for under the Contract Documents, the Owner shall provide said information in a timely manner and Contractor shall not rely on such information without independently confirming that, in the Contractor's professional judgment, the information is reliable and accurate.

8.04 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.05 Evidence of Financial Arrangements

A. Upon written request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.06 Compliance with Safety Program

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable

SAMPLE

requirements of Contractor's safety programs of which Owner has been informed in writing in accordance with the Contract Documents.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

A. The Owner will serve as the Owners Representative. All communication relative to Contractors obligation under Agreement shall be through the Owner.

B. The Owner will act as the Engineer during construction unless otherwise notified by Owner.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will advise the Owner of any defective or non-conforming Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (the "Listing") which will be distributed to Contractor and , as provided in Paragraph 9.09. If any conflicts exist between the Listing and Paragraph 9.09, the terms and conditions of the Listing shall govern. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as presented at the Pre-Construction Meeting.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, Contractor shall so notify Owner in writing within five (5) business days of receipt of the Field Order, and if the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will

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prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed. Owner shall also have the same rights as Engineer to reject Work which it believes to be defective, which it believes will not produce a completed Project that conforms to the Contract Documents, or which it believes that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 14 days of the event giving rise to the question.

B. In no event, shall Contractor cease performance of the Work as the result of referring a matter to the Engineer regarding or relating to the acceptability of the Work and/or the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work.

C. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05.

D. Engineer's written decision on the issue referred will be neither final nor binding on Owner and Contractor, and is subject to the provisions of Paragraph 10.05.

E. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Construction Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Construction Change Directive, a Claim may be made therefor as provided in Paragraph 10.05, but Contractor shall be required to perform the Work and Owner shall be required to continue to make undisputed payments under the Contract Documents.

C. Any changes in the Work or any adjustment in the Contract Price or the Contract Time shall only be made upon written Change Order or Construction Change Directive as provided herein. If Contractor proceeds with such work without obtaining a written Change Order or Construction Change Directive, it shall be assumed that Contractor has performed such work at no additional charge. The requirement for writing under this Article cannot be waived

10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, authorized by written Change Order or Construction Change Directive, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders & Construction Change Directives

A. A Change Order shall be based upon agreement between the Owner and Contractor and approved by Engineer, based on auditable documentation of the costs incurred, if any, and shall be executed upon any of the following:

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1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Construction Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05 if agreed to by the parties.

B. Among other circumstances, a Construction Change Directive may be issued where the Contractor believes it is entitled to a Change Order or otherwise to an increase in the Contract Price or Contract Time, but the Owner does not agree or if the parties cannot agree on the amount or duration of any change to the Contract Price or Contract Time. In such event, the Contractor is obligated to perform the Work described in the Construction Change Directive in accordance with this Paragraph. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive. A Construction Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.

1. If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:

a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

b. Unit prices stated in the Contract Documents or subsequently agreed upon;

c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

d. As provided in Article 11.

3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner and Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Contract Time. Disagreement as to the adjustment to the Contract Price or Contract Time shall not excuse Contractor from its prompt performance of the Work described in the Construction Change Directive.

4. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

5. Deductions of Work ("Deductive Change Orders"). The Owner reserves the right to remove any items from the scope of Work in the Contract Documents by Deductive Change Order. Such deduction shall be determined by the Engineer using the Contractor's Schedule of Values. The deductions, if any, shall not be considered a cardinal change to the Agreement. The parties hereto recognize that the Owner has materially relied on this provision in entering into contract with Contractor. Such value deduction shall be conclusive as it relates to utilizing the Contractor's Schedule of Values.

10.04 Notification to Surety

A. Any bonds issued in connection with the Work shall contain a provision that surety waives notices of any changes to the Contract Documents. However, to the extent any notice of any changes to the Contract Documents requires notice to any surety, the giving of any such notice will be Contractor's responsibility.

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The amount of each applicable bond shall automatically be adjusted to reflect the effect of any such change.

10.05 Claims

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09 of the General Conditions, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims, unless Engineer fails to render a decision in the time periods required by the Contract Documents.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 14 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 30 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.A. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.A. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 14 days after receipt of the last submittal of the claimant or the last submittal of the opposing party if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 14 days, the Claim shall be deemed denied.

E. Engineer's written decision shall not be binding on the parties unless expressly agreed to by the parties.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 –ALLOWANCES & UNIT PRICE WORK

11.01 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents as part of **Exhibit "G"** and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer. Unless otherwise provided in the Contract Documents:

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts;

2. Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, general conditions, insurance, bonds and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances; and

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3. whenever costs for the actual allowance item (materials and equipment) are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under this Paragraph and (2) changes in Contractor's costs.

Contractor shall notify Owner to make selection of materials and equipment under an allowance in sufficient time to avoid delay in the Work.

11.02 Contingency

A. Any contingency listed in the Schedule of Values (the "Contingency") may only be utilized by the Owner, in its sole discretion, for any purpose, including, but not limited to covering unanticipated costs in the Work. The Contractor shall not be entitled to use the Contingency without the prior written approval of Owner, which may be withheld in its sole discretion. In no event shall the Contingency be used for the Contractor's gross negligence; for costs reasonably recoverable from insurance, subcontractors, supplier or sureties; for funding punch list work; for funding the coordination of subcontractors and other entities; for resolving conflicts in the field; for funding costs incurred as a result of a default on the part of Contractor unless Owner approves in writing, or for any other direct costs of performance not approved in writing by Owner. Any Contingency that is not used (the "Contingency Savings") will accrue 100% to the Owner and shall result in a credit to Owner and result in a reduction towards to the outstanding balance of the Contract Price.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Contractor may not make a Claim in accordance with paragraph 10.05 for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such item(s) in the Contract Documents. Owner may make a claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if the Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of such decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

12.03 Delays

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A. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Time, if such delay results in an impact to the critical path of the schedule as determined by Engineer. Such an adjustment in the Contract Time shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03. Claims for abnormal weather conditions shall be documented by data substantiating the weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. No extension of the Contract Time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Owner. The parties agree that time is of the essence in the performance of this Agreement.

B. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

C. Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delays within the control of Contractor, any Subcontractor, Supplier or any other person or entity for which Contractor is responsible.

D. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner 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 be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Notice of all defective Work of which Owner has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests over the Work and Site will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give no less than forty-eight hours notice to Engineer and Owner for all required inspections, tests, or approvals, except as otherwise provided, and shall cooperate with inspection and testing personnel to facilitate required inspections, tests or approvals.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

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2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. for inspection, tests, or approvals due to defective or non-conforming Work, or as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

13.04 Uncovering Work

A. If any Work (or the work of others) that is to be inspected, tested, or approved pursuant to Paragraph 13.03 above, is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Uncovering Work shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

B. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

D. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

E. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them. Notwithstanding the foregoing, any stoppage ordered in the Work by Owner, shall not result in a Claim for

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an increase in the Contract Price or Contract Time by Contractor.

13.06 Correction or Removal of Defective Work

A. Within three (3) days after receipt of written notice from the Engineer, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed, or for the remaining period of time of any applicable special guarantee by the Contract Documents, whichever is longer.

D. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not

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otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective or Non-conforming Work

A. If Contractor fails within three (3) days after written notice from Engineer to correct defective or non-conforming Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs and all costs for acceleration, additional forces or overtime) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. Further, Owner's exercise of its rights under this Article shall not be construed to be a waiver of liquidated damages for delay and shall be in addition to any other or further remedies available Owner under the Contract Documents.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established pursuant to Paragraph 2.05.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner/Engineer.

14.02 Progress Payments

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment to be paid by Owner (but not more often than once a month), Contractor shall submit to Engineer and Owner for review an Application for Payment on AIA forms G702 and G703 and filled out and signed by Contractor based on the completion and progress of the project, and for Unit Price Work, based on the number of units completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. For the Unit Price Work, Contractor shall not be entitled to payment for the performance of any quantities of the Unit Price Work unless prior to performing same the quantities are verified and approved, in writing, by the Engineer. If the Contractor proceeds with any Unit Price Work without obtaining the prior written approval of the Engineer, the Contractor shall not be entitled to payment for the performance of such Unit Price Work. If payment is requested on the basis of materials and equipment not

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incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Notwithstanding the foregoing, each Application for Payment shall show a complete breakdown of the Project components, the quantities completed and the amounts due, together with such data substantiating the Contractor's right to payment and such supporting evidence which may be requested by the Engineer or Owner including, but not limited to: (a) all Subcontractor requisitions; (b) where required by any manufacturers for extended warranties, inspection certificates or other acceptable documentation confirming the acceptable completion of any and all required inspections for the Work performed for which payment is being made; (c) all monthly reports required by any federal, state or local requirements including.

2. In addition, as a further condition to payment of each progress payment, Contractor shall: (i) submit partial release of lien from Contractor for the current Application for Payment, submit partial releases of lien from all laborers, material suppliers and Subcontractors through the date of the last payment made, and such other evidence that the Owner may reasonably require substantiating that all Work which is the subject of each such Application for Payment has been performed. The releases of lien form shall conform to the Florida's Construction Lien Law 713.01 et. seq. and/or Fla. Stat. § 255.05, and shall be in such forms as approved by the Owner. An updated Progress schedule shall be submitted at least monthly to the Owner and Engineer**.** Submission of the updated Progress schedule shall not serve as notice of delays and shall not be construed as Owner's consent to extensions of the Contract Time. Each Application for Payment shall be submitted in triplicate to the Engineer for approval.

3. Beginning with the second Application for Payment, each Application of Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work, have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment. Commencing with the second Application for Payment, each Application for Payment shall also include unconditional partial releases of lien from all laborers, material suppliers and Subcontractors covering the prior progress payment to Contractor.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement and shall be in accordance with Florida law.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application for Payment to Owner or return the Application for Payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application for Payment.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated in the most recent Progress Schedule;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

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3. By recommending any such payment, Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work of Contractor;

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A;

   e. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor;

   f. Failure of Contractor to make payments properly to Subcontractors or suppliers or for material or labor;

   g. Damage to the work of another Contractor, Subcontractor, supplier, materialmen, party, or person not remedied;

   h. Liquidated damages pursuant to Article 4.2 and 4.3 of the Agreement; and

   i. Any other breach of the Agreement by Contractor.

C. *Payment Becomes Due:*

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1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation or no later than the 10th day of the following month, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

2. When the Contractor herein receives payment from the Owner for labor, services or materials furnished by subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law. Further, when a subcontractor receives payment from the Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment.

3. The receipt of each progress payment by Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except for those expressly made in writing by that payee as disputed and unsettled at the time of the subject progress payment.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full or any amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. For any of the reasons which the Engineer may withhold or reduce certification of payment pursuant to Article 14.02(B)(5) or Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full or any amount recommended by Engineer, Owner will give Contractor written notice within three (3) days of receipt of Engineer's certification (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action. Any amount withheld by Owner shall not give rise to a reason or justification for Contractor to stop performing the Work, provided Owner complies with the notice requirement stated herein and pays any undisputed amounts.

3. The Owner may, but shall not be obligated to, upon the issuance of a notice of non-payment by a Subcontractor, supplier or materialmen, or any other lienor, or claimant as defined by §255.05, Florida Statutes, make all or any portion of any progress payment by check payable jointly to the order of Contractor and any lienor giving timely notice, or may make such payment directly to such lienor and deduct said sum from the balance then due Contractor. However, such payment, if made, shall not create any third party beneficiary or other rights in such lienor or claimant. In making such payments to lienors or claimant, the Owner shall require such lienor or claimant to execute the applicable release of lien or the Waiver of Right to Claim Against Bond form in accordance with §255.05, Florida Statutes.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

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14.04 Substantial Completion

A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use and that the following minimum requirements are met:

1. The Work is complete, ready for occupancy, and all persons or entities having jurisdiction over the Project have issued the appropriate permits, authorizations, and temporary certificates of occupancy for the Project, and the Work has passed all necessary inspections;

2. The exterior elements, such as Site cleanup and restoration (including without limitation removal of all excess materials, rock, sand, paving, debris, supplies, equipment, temporary structures, and trailers), paving, parking, landscaping and exterior building finishes, the interior spaces and finishes of the Work and all mechanical, electrical, plumbing and technical systems required by the Contract Documents, fire and life safety systems, are complete and fully operational and are ready for occupancy, the Contractor has submitted the Contractor's punch list with respect to such items and they have been inspected and approved by the Engineer and Owner as to scope, number, and content;

3. All warranties required by the Contract Documents have been delivered to Owner;

4. All equipment manuals and operational videos have been delivered to Owner and training by Contractor of Owner's staff is complete; and

5. The Owner has issued the Certificate of Substantial Completion, based on recommendation of Engineer concurrence that the required conditions has been satisfied.

B. When Contractor considers the entire Work ready for its intended use and all other requirements of Article 14.04A. have been satisfied, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion. The Owner may, at its sole discretion, accept portions of the Project separately, in which event the applicable parts of this Article 14.04A. shall apply to such portions of the Project;

C. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

D. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a recommendation for approval of Substantial Completion. There shall be attached to the recommendation a list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the engineer's recommendation during which to make written objection to Engineer as to any provisions of the recommendation or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the their recommendation to Owner, notify Contractor in writing, stating the reasons therefor and revise the final punch list accordingly. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Contractor must complete all punch list items to the satisfaction of the Owner prior to Final Payment.

E. At the time of delivery of the engineer's recommendation for Substantial Completion, Engineer will clarify to Owner and Contractor as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

G. Final Punch List. In accordance with Section 218.70, Florida Statutes, following Substantial Completion, the Owner, Contractor and Engineer shall work together to supplement and finalize a list of items required

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to be completed for final completion of the Project, and the estimated cost to complete each item on the list, within the following time frames:

1. For construction projects having an estimated cost of less than $10 million, within 30 calendar days after reaching Substantial Completion of the Work; or

2. For construction projects having an estimated cost of $10 million or more, within 30 calendar days, or, if extended by contract, up to 45 calendar days after reaching Substantial Completion of the Work.

Within five days after the punch list has been developed, Contractor shall deliver a copy of the list to Owner and Engineer. The failure to include any corrective work or pending items not yet completed on the final punch list or any punch list does not alter the responsibility of the Contractor to complete all of the Work in accordance with the Contract Documents. Within 20 business days after the final punch list is created, the Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to 150 percent of the estimated cost to complete the items on the final punch list. Contractor shall complete the final punch list items within the time periods specified above. Upon completion of all items on the final punch list, the Contractor may submit a payment request for the amount withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract, the Owner may continue to withhold up to 150 percent of the total costs to complete such items.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.for that part of the Work.

2. With Owner's approval, Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work. However, in no event shall Owner or Engineer be obligated to deem a portion of the Work substantially complete or otherwise partially accept the Work. Owner may seek partial occupancy or use whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for completion or correction of the Work and commencement of warranties required by the Contract Documents.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.08 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in

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writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified in the final punch list and during the final inspection has delivered, in accordance with the Contract Documents, all maintenance and operating instructions not previously delivered , schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled;

   d. complete and legally effective final releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work;

   e. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;

   f. the final certificate of occupancy and all final governmental and utility authority permits have been issued;

   g. Contractor has delivered to Owner all previously undelivered manufacturer and Subcontractor guarantees and warranties, and/or instruction manuals for appliances and equipment;

   h. Contractor has delivered to Owner and Engineer all shop drawings, revised plans and final, complete and coordinated "as built" drawings in CAD and hard copy for the Work [including, without limitation, structural drawings, mechanical drawings (e.g., plumbing, air conditioning, fire sprinkler, etc.) and electrical drawings] detailing all changes or deviations from the original design;

   i. Contractor has fully cleaned and restored the Site with respect to all of the final punch list work;

   j. all temporary utilities are disconnected; and

   k. Contractor has complied with all other requirements of the Contract Documents and all requirements of Owner.

3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and

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Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

2. Owner may withhold final payment to such extent as may be necessary on account of:

   a. Defective Work not remedied;

   b. Claims filed or reasonable evidence indicating probable filing of claims by other parties a against Contractor;

   c. Failure of Contractor to make payments properly to Subcontractors or suppliers or for material or labor;

   d. Damage to another contractor, subcontractor, supplier, materialmen, party, or person not remedied;

   e. Liquidated damages;

   f. As-built drawings not being in current and acceptable state; and/or

   g. Any other breach of this Agreement by Contractor.

3. When the above grounds are removed or resolved or Contractor provides a surety bond or a consent of surety satisfactory to Owner, which will protect Owner in the amount withheld, payment may be made in whole or in part, as applicable.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making of any payment, including final payment, shall not constitute a waiver of claims by the Owner or a waiver of any of Contractor's continuing obligations.

B. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer. Contractor shall resume the Work Upon written notification from Owner. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of or failure to comply with Laws or Regulations of any public body having jurisdiction or the authority of the Engineer;

3. Contractor's failure to make payment to Subcontractors for services, materials or labor in accordance with the respective agreements;

4. Contractor is otherwise guilty of a material breach of a provision of the Contract Documents;

5. Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing;

6. Contractor admits in writing his inability to pay his debts generally as they become due, or if the Contractor makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; and

7. Contractor submits an Application for Payment, sworn statement, waiver of claim, affidavit or document of any nature whatsoever which is intentionally falsified.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor and its surety shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their

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reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Owner, in its sole discretion, may choose not to terminate Contractor's services if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 15 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a public construction bond, that bond shall incorporate the provisions of this Agreement.

15.03 Owner May Terminate For Convenience

A. The Owner may terminate this contract for convenience upon providing Contractor fourteen (14) days written notice of the same. If this Contract is terminated as provided herein, the Contractor shall be paid for all completed and acceptable Work executed and allowable and proven demobilization expenses incurred due to such termination. Payment shall include services actually performed in full prior to termination date, but shall exclude all lost profits, direct, indirect, consequential, special damages, or other damages for the remainder of the Project.

If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this Paragraph 15.03A., and the Contractor shall not be entitled to damages or loss of profits, consequential, indirect, or special damages, but may be entitled to all items as authorized herein.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon fourteen (14) days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner for call completed and acceptable Work executed and allowable and proven demobilization expenses as a result of such termination, but in no event shall Contractor be entitled to any lost profits, overhead, direct, indirect, consequential special damages or other damages for the remainder of the Project.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 –

16.01 [This paragraph intentionally left blank].

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed

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to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, Federal Express or other similar carrier with signature required to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by Contractor, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the State of Florida. Any legal proceeding arising from the Contract Documents shall be brought only in a court of competent jurisdiction in Palm Beach County, Florida.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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END OF SECTION

EXHIBIT "D"

Public Construction Bond

Bond No.: _____

Project No.: _____

BY THIS BOND, We _____, a corporation whose principal business address and telephone number are _____ as Principal and _____, a corporation whose principal business address and telephone number is _____, as Surety, are bound to the **Village of Wellington**, herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____ , between Principal and Owner for construction of _____ , the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, 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

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. 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.

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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.

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.

DATED ON _____ ,_____

PRINCIPAL_____

(A Florida Corporation, licensed to do business in Florida)
ADDRESS_____

(Signature of President or Vice President)

BY: _____Typed Name, Title: _____

ATTEST:
(Signature of other corporate officer)

BY:_____Typed Name, Title: _____

(Corporate Seal) (if available)

SAMPLE

(SURETY SIGNATURE BLOCK)

_____, SURETY (Type Name)

ADDRESS: _____

BY: _____
(Signature)

Type Name:_____, its attorney-in-fact

(Power of Attorney must be attached)

WITNESS SIGNATURE: _____PRINTED NAME: _____

WITNESS SIGNATURE: _____PRINTED NAME:_____

IMPORTANT: Surety companies executing this Bond must appear on and have sufficient bonding capacity per the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

SAMPLE

EXHIBIT "F"

SALES TAX RECOVERY PROGRAM SPECIAL CONDITIONS FOR OWNER FURNISHED MATERIALS AND EQUIPMENT

During the course of this Project, Wellington (hereinafter referred to as "Owner") may issue a Change Order or Change Orders to delete from the contract certain items that the Owner desires to purchase directly and furnish to Contractor for use in the Project. Contractor agrees that if Owner desires to issue such Change Order(s), Contractor will assist the Owner in identifying appropriate materials and equipment to be included in the Change Order(s), will execute such Change Order(s) and will participate in this tax savings program at no additional cost to the Owner. Furthermore, Contractor agrees to abide by and comply with the following Special Conditions.

1. Sales and Use Taxes. The Owner is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the "Project". The Owner shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as agreed to by the Contractor and agreed upon by the Owner in the form of a Change Order. All direct purchases of materials and equipment shall be made by the Owner with funds specifically allocated for the construction of the Project. Material suppliers shall be competitively bid by the Contractor and its subcontractors . The Contractor shall furnish to Owner with its bid a detailed list of all materials, equipment and supplies necessary for Contractor to perform the Work ("Materials and Equipment List"). The Materials and Equipment List shall: (1) Identify all of the materials and equipment to be purchased by or through Contractor as part of the Work in such detail as may be required to adequately identify the materials and equipment; (2) Include the name of each intended supplier, vendor or manufacturer of the materials and equipment necessary for Contractor to perform the Work; and (3) include price quotes from all intended vendors, suppliers, or manufacturers of all construction materials and equipment necessary for Contractor to perform the Work. This Materials and Equipment List shall be submitted as part of the Contractor's Bid, and as part of the preliminary Schedule of Values. The Contractor shall notify the Owner no later than **10 calendar days** after request by Owner of the requested materials and equipment to be purchased by the Owner for the Project. The standard Owner Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier of equipment to be provided under the Sales Tax Recovery Program shall be obligated to meet the requirements of the Owner of Wellington Terms and Conditions and the Project Technical Specifications.

1.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment , including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that are required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the Owner: (b) prepare a requisition for such materials and equipment on the Owner's form of requisition: and (c) deliver any such requisition to the Owner no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. . The Owner shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The Owner shall include with any such Purchase Order, a copy of the Owner's sales and use tax exemption certificate and a copy of the Owner's Certificate of Entitlement required under F.A.C. Rule 12A-l. 094(4)(c). The Owner shall make direct payment to the vendor from the Owner's account.

1.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the Owner shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the Owner in writing and the Owner shall reject such material and equipment.

1.3 The Owner shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the provisions of section 1.10 below. The Owner or

SAMPLE

Contractor shall maintain Builder' s Risk Insurance for the full insurable value for all materials and equipment purchased as a result of the Owner Sales Tax Recovery Program herein. This coverage shall be in addition to all other coverage required in Section 1.11 below or as otherwise provided in these Contract Documents.

1.4 To the extent that materials and equipment are purchased pursuant to the Owner's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.07 times the cost of the materials and equipment purchased directly by the Owner.

1.5 Savings and Overruns. The Contractor shall use its best efforts to purchase all materials and equipment required as part of the Work at the best price. All buyout savings realized from the purchase of materials and equipment shall inure 100% to the benefit of the Owner. Owner shall not be obligated to pay any additional amounts should the actual cost of the materials, equipment or supplies to be furnished as part of Contractor's Work, exceed the amounts set forth on the Materials and Equipment List.

1.6 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the Owner in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents , inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors or other party. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials and equipment furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.

1.7 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the Owner in accordance with this Special Condition (the "Owner Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as Owner Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of the Owner Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the Owner may require. The Contractor shall deliver to the Owner all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conforn1 exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for Owner Furnished Materials, the Owner shall accept such materials and deliver such invoice to the Owner for payment directly to the vendor.

1.8 The Contractor shall inspect all Owner Furnished Materials to determine that such Owner Furnished Materials conform to the Contract Documents, including the Drawings and Specifications, and to determine prior to incorporation into the Work whether any such Owner Furnished Materials are patently defective, and whether such Owner Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming Owner Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment , (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the Owner, in writing, of the defective or non-conforming condition so that repair or replacement of those Owner Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming Owner Furnished Materi'1;1S, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.

1.9 The Contractor shall maintain written and detailed records of all Owner Furnished Materials

SAMPLE

incorporated into the Work from the stock of Owner Furnished Materials. The Contractor shall account monthly to the Owner for any Owner Furnished Materials delivered to the Site, indicating which Owner Furnished Materials have been incorporated into the Work.

1.10 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all Owner Furnished Materials. All repair , maintenance or damage-repair calls shall be forwarded by the Owner to the Contractor for resolution with the appropriate vendor , supplier or Subcontractor. The Contractor warrants represents and covenants that it shall be responsible for all warranties and guarantees of the Owner Furnished Materials.

1.11 After the Owner takes possession of the Owner Furnished Materials at the Site, possession of the Owner's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of Owner Furnished Materials from the Owner to the Contractor shall constitute a bailment for the mutual benefit of the Owner and such Contractor. The Owner shall be considered the bailor and such Contractor the bailee of the Owner Furnished Materials . Owner Furnished Materials shall be considered returned to the Owner for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project and they are accepted in writing by the Owner upon final completion and acceptance of the Project by the Owner.

1.12 The Contractor shall purchase and maintain Builder's Risk Insurance sufficient to protect against loss of or damage to Owner Furnished Materials. Such insurance shall cover the full value of any Owner Furnished Materials between the time the Owner and or Contractor or its agents first takes title to and possession of any of such Owner Furnished Materials until final completion of the Work. The Contractor shall also maintain any other insurance with such deductible amounts that the Owner deems necessary as it relates to the Owner Furnished Materials.

1.13 The Owner shall not be liable for any interruption or delay damages in the Project by virtue of ordering the Owner Furnished Materials, for any defects or other problems with the Project by virtue of ordering the Owner Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the Owner Furnished Materials.

1.14 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of Owner Furnished Materials delivered to the Site during the prior month and either concur or object to the Owner's issuance of payment to the vendors, based upon such Contractor's records of materials delivered to the Site and whether any of the Owner Furnished Materials for which payment has not been made were either non-conforming or defective.

1.15 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the Owner a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials . Accompanying the list shall be a copy of the applicable Purchase Order, invoice s, delivery tickets , written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner . Upon receipt of the appropriate documentation, the Owner shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released , delivered and remitted directly to the vendor. The Contractor shall assist the Owner to immediately obtain partial or final release of waivers as appropriate. The Owner shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the Owner. There shall be no retention on Owner Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor (s).

1.16 The Contractor and or/the Owner may, in its or their reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the Owner and the Contractor as additional obligees.

SAMPLE

Terms and Conditions (Attachment A).

The following Terms and Conditions are applicable to this order entered into by and between the Village of Wellington (referred to hereafter as Buyer) and Vendor (referred to as Seller).

2.1 Seller 's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

2.2 Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant , or client because of race, color, religion, disability, sex, age, national origin, ancestry , marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods , and training selection.

2.3 Any assignment of this order, performance of work hereunder , in whole or in part, or monies due or to become due hereunder , shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

2.4 In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

2.5 Deliveries are to be made during hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

2.6 The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

2.7 In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices. To the extent authorized by law, Seller shall indemnify, save and hold harmless the Buyer, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.

2.8 All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller 's expense.

2.9 Seller must render original invoice to the Buyer, Attention "Project Manager, 12300 Forest Hill Blvd., Wellington, FL 33414"

2.10 By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules, codes and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

2.11 Seller shall save and hold harmless the Buyer, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

2.12 No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

2.13 Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

SAMPLE

2.14 Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

2.15 Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

2.16 No endorsement by the Buyer of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

2.17 Quantities specified in the order cannot be changed without Buyer's prior written approval. Goods shipped in excess of quantity designated may be returned at Seller 's expense.

2.18 All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

2.19 Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Buyer Purchase Order.

2.20 The Buyer of Wellington is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer' s Tax Exemption Number in securing such materials.

2.21 Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller will be liable for excess cost of re-procurement. By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

2.22 No provision of Seller's agreement to supply the ordered goods, equipment, or materials shall in any way limit Seller ' s liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Seller's equipment, goods, or materials. Seller's agreement shall not include any provision requiring the Buyer to pay Seller ' s attorney's fees in any dispute or claim arising out of this Purchase Order.

2.23 The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated in this order.

2.24 Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, Florida and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

2.25 Seller acknowledges that the materials being ordered are for incorporation into the Project for Buyer pursuant to a contract with a contractor. Seller agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Seller's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the Buyer with the greatest protection. Regardless of the forgoing all warranties shall be in accordance with the contract documents to which Contractor is bound with the buyer.

END OF SECTION

SAMPLE

EXHIBIT "I"
WARRANTY FORMS

CONTRACTOR WARRANTY FORM

PROJECT:

OWNER: VILLAGE OF WELLINGTON

CONTRACTOR:

Contractors does hereby warrant to the Owner, that all labor and materials furnished, and Work performed in conjunction with the above-referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective labor, materials or workmanship. This warranty commences on the date of Substantial Completion of the entire Project (as defined in the Contract Documents), and expires after the later of one year from the date of Substantial Completion of the entire Project, or such longer time periods for particular items according to the specifications listed in the Contract Documents. The consideration for this warranty is the amount of the Contract to Contractor for the performance of Work.

Should any defect or deficiency develop during the warranty period due to improper labor, materials, workmanship or otherwise, the same, including adjacent Work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give the Contractor written notice of defective Work. Should Contractor fail to correct defective Work within three (3) calendar days after receiving written notice, the Owner may, at its option, correct defects and charge the Contractor with the costs for such correction. Contractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to Work which has been abused or neglected by the Owner.

By:_____
Name and Title:
Date:_____

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

My Commission Expires: _____
Notary Public State of Florida at large

SAMPLE

SUBCONTRACTOR'S MATERIAL AND WORKMANSHIP WARRANTY FORM

PROJECT:

OWNER: VILLAGE OF WELLINGTON

CONTRACTOR:

SUBCONTRACTOR:

Subcontractor does hereby warrant to the Owner, that all labor and materials furnished, and Work performed in conjunction with the above-referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective labor, materials or workmanship. This warranty commences on the date of Substantial Completion of the entire Project (as defined in the Contract Documents), and expires in accordance with the longer of one year from the date of Substantial Completion or the durations listed in the specifications in the Contract Documents for the Subcontractor's Work. The consideration for this warranty is the amount of the Contract to Subcontractor for the performance of Work.

Should any defect or deficiency develop during the warranty period due to improper labor, materials, workmanship or otherwise, the same, including adjacent Work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give the Contractor and/or Subcontractor written notice of defective Work. Should Subcontractor fail to correct defective Work within three (3) days after receiving written notice, the Owner may, at its option, correct defects and charge the Subcontractor with the costs for such correction. Subcontractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to Work which has been abused or neglected by the Owner.

SUBCONTRACTOR

By:_____
Title:_____
Date:_____

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

My Commission Expires: _____
Notary Public State of Florida at large

SAMPLE

EXHIBIT "J"
FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:
BID NO.:

CONTRACTOR: _____

DATE OF ISSUANCE: _____ NOTICE TO PROCEED DATE: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by CONTRACTOR under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

Definition of Date of Substantial Completion
The Date of Substantial Completion of the work or portion thereof designated by VILLAGE is the date certified by VILLAGE when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work is sufficiently complete in accordance with the Contract Documents including, but not limited to Article 38, so the Project is available for beneficial occupancy by VILLAGE. A Certificate of Occupancy must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

A list of items to be completed or corrected, prepared by VILLAGE, is attached hereto. The failure to include any items on such list does not alter the responsibility of CONTRACTOR to complete all work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

CONTRACTOR
By:_____ DATE:_____
Print Name:_____

In accordance with the Agreement, CONTRACTOR will complete or correct the work on the list of items attached hereto within 15 days from Substantial Completion.

CONTRACTOR
By:_____ DATE:_____
Print Name:_____

VILLAGE accepts the Work or portion thereof designated by VILLAGE as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

VILLAGE OF WELLINGTON
By:_____ DATE: _____

_____
Title

The responsibilities of VILLAGE and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

SAMPLE

EXHIBIT "K"

FORM OF APPLICATION FOR PAYMENT

APPLICATION FOR PAYMENT NO. _____

Project: Contractor: _____

Start Date:_____ Completion Date: _____

Application is made for payment, as hereinafter shown, in connection with this Contract:

Total Work to Date – see attached schedule	$_____
Total Material Suitably Stored – see attached schedule	$_____
Gross Amount Due	$_____
Less 5% Retainage	$_____
Amount Due to Date	$_____
Less Previous Applications	$_____
Amount Due This Application	$_____
Original Contract Price	$_____
Net Change Order – Credit	$_____
Subtotal	$_____
Net Change Order – Debit	$_____
Current Contract Price	$_____
Value of Work Remaining to be Done (Current Contract Price minus Gross Amount Due)	$_____

Contractor's Certification – The undersigned Contractor certifies that:

(1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____, inclusive; and

(2) title to all 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, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

(3) Contractor, in consideration of payment of the Amount Due this Application, hereby waives and releases its claims, lien and right to claim a lien, if any, for labor, services, or material furnished through the Payment Period to the Village of Wellington on the Project (defined above). This waiver and release does not cover any retention on labor, services, or material furnished after the Payment Period.

Dated:_____, _____ Contractor: _____

Mailing Address:_____

_____

By _____

Name and Title _____

State of)

County of)ss

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

_____ _____

Notary Public Signature and Seal Print Notary Name and Commission No.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

WELLINGTON DESIGNEE

Date: _____ By: _____

(Name) (Title)

Engineer's Certification (if applicable) In accordance with the contract documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount above.

Date: _____ By: _____

SAMPLE

EXHIBIT "L"
BILL OF SALE, ABSOLUTE

KNOWN ALL MEN BY THESE PRESENTS, that _____, a corporation of _____ County, Florida, party of the first part, for an in consideration of the sum of Ten and No/100 ($10.00) lawful money of the United States, to it paid by WELLINGTON, a municipal corporation of the State of Florida, 12300 Forest Hill Boulevard, Wellington, Palm Beach County, Florida 33414, party of the second part, the receipt whereof is hereby acknowledged has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second party, its executors, administrators and assigns, the following goods and chattels:

Project Name: consisting of the components set forth in the final schedule of values as described in Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators and assigns forever.

AND, it does, for itself and its successors and assigns covenant to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this _____ day of _____, 20_____.

Signed, sealed and delivered
in the presence of:

_____

WITNESSES:

_____ _____
Signature Name: _____
Title: _____

_____
Print Name

_____ [Corporate Seal]
Signature

_____
Print Name

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

_____

(stamp) Print Notary Name:_____

SAMPLE

EXHIBIT "M"
CONTRACTOR'S AFFIDAVIT TO OWNER
AND FINAL RELEASE OF LIENS

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/they are a (Corporation, Partnership, or Individual) of _____ (State), doing business as _____, hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with Wellington, hereinafter called "Owner" to do Work (furnish material, labor and services) for , located at Palm Beach County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

NAME OF LIENOR	AMOUNT DUE AND UNPAID
_____	_____
_____	_____

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contractor.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit. Further, Contractor represents, warrants and covenants that all subcontractors, materialmen and suppliers have been paid in full. The contractor further provides under penalty of perjury that there are no claims of lien on the project.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.

Signed and sealed in the presence of:

_____ _____(Entity)

_____ By:_____ (Seal)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

_____ _____

Notary Public Signature and Seal Print Notary Name and Commission No.

SAMPLE

EXHIBIT "O"
CERTIFICATE OF ENTITLEMENT – SAMPLE

I, the undersigned authorized representative of_____(hereinafter "Governmental Entity"), Florida Consumer's

Certificate of Exemption Number , certify that the tangible personal property purchased on or after _____(date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with_____(Nam

I certify that the purchase of the materials contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

____ 1. The attached Purchase Order is issued directly to the vendor supplying the materials the contractor will use in the identified public works.

____ 2. The vendor's invoice is issued directly to Governmental Entity.

____ 3. Payment of the vendor's invoice is made directly by Governmental Entity to the vendor from public funds.

____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.

____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase.

I understand that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the materials purchased. If the Department of Revenue determines that the materials purchased tax-exempt by issuing this Certificate do not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative Title

Purchaser's Name (Print or Type) Date Federal Employer Identification:

Telephone Number:

SAMPLE

You must attach the Purchase Order and the Florida Consumer's Certificate of Exemption issued to Governmental Entity.

Do not send to the Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

(d)(c) If the contractor does not have a Certificate of Entitlement, sales to the contractor are subject to tax, unless the contractor can demonstrate to the satisfaction of the Executive Director or designee that such sales are, in substance, tax-exempt direct sales to a governmental entity.

(e) The governmental entity may not transfer liability for such tax, penalty, and interest to another party by contract oragreement.

In the case of contracts with any agency or branch of the United States government in which the federal governmental agency or branch is not required to produce a Certificate of Entitlement, the purchase must comply with the five criteria provided in paragraph

SAMPLE

EXHIBIT "B"
INSURANCE
REQUIREMENTS

5.03 Certificates of Insurance

A. The Owner and Engineer shall be named as an additional insured in all policies required to be maintained under the Contract Documents, with the exception of the Worker's Compensation insurance, unless otherwise specified herein. As a condition precedent to entitlement to any progress payment or final payment under the Agreement, CCR must maintain the required insurance coverage under the Contract Documents at least until final payment unless otherwise specified within the Contract Documents.

CCR shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which CCR is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of CCR's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of CCR's obligation to maintain such insurance.

D. The insurance and insurance limits required herein shall not be deemed as a limitation on CCR's liability under the indemnities granted to Owner in the Contract Documents.

5.04 CCR's Insurance

A. CCR shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CCR's performance of the Work and CCR's other obligations under the Contract Documents, whether it is to be performed by CCR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CCR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CCR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by CCR, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an a Project specific occurrence basis with limits as outlined in the Supplementary Conditions or as required by Laws or Regulations, whichever is greater. Such policies shall include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby. CCR shall deliver endorsements showing such additional insured coverage using the ISO form CG 20 10 11 85 or its 2004 ISO equivalent (forms 20 10 07 04 and 20 37 07 04) for both ongoing and completed operations;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering CCR's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 10 days prior written notice has been given to Owner and CCR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by CCR pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when CCR may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive:

   a. Such insurance shall remain in effect for one year after final payment.

   b. CCR shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and each year thereafter.

7. For Worker's Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with limits as provided in the Supplementary Conditions.

8. Business Automobile Liability coverage, required by 5.04A.6, must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

   Owned vehicles.
   Non-owned and hired vehicles.

9. The policies of CCR shall contain an endorsement whereby the insurance carriers agree that its insurance is primary and not contributory with or in excess of any coverage which the Owner has purchased. CCR shall be responsible for all deductibles under the insurance policies. CCR shall be responsible for all loss or damage to the Work, including CCR's materials delivered to Site for incorporation therein and all property issued to the Contractor by the Owner for use or incorporation in the Work, except for Owner Direct Purchase which shall be governed by **Exhibit "F"**. CCR

shall waive all rights against the Owner for recovery of damages to the extent that these damages are covered by insurance maintained pursuant to the above requirements, and CCR shall provide all waivers of subrogation in the endorsements and forms required by the Owner.

C. Intentionally Deleted

D. CCR shall procure Professional Liability insurance covering performance of the professional services.

E. Notwithstanding the availability of any insurance, CCR shall bear the risk of loss for its acts, errors or omissions pursuant to this Agreement. CCR bears all liability and risk of loss, for losses and damages arising from any acts, errors, omissions, or negligence on the part of CCR and its Subcontractors, including without limitation damages for defective and nonconforming work, and CCR and all applicable Subcontractors shall bear the risk and pay for such losses regardless of whether CCR should be covered for such losses by any insurance required by this Article, except for Owner Direct Purchases governed by **Exhibit "F"** .

5.05 Limits of Liability Insurance. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Worker's Compensation, etc., under paragraphs 5.04.A.1 and A.2 of the General Conditions:

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
(3)	Employer's Liability:	$1,000,000

The coverage and the limits of liability for employer's liability are modified to read as follows:

$1,000,000 each accident
$1,000,000 disease policy limit
$1,000,000 disease each employee

Also, the following wording is added governing employer's liability for contractors that are not incorporated or lease employees: If CCR is not an incorporated entity (i.e. sole proprietor/partnership), or Leases Employees (under the alternate employer laws of the State of Florida), the Owner shall require a minimum premium policy meeting the aforementioned requirements even though not required by the Worker's Compensation Laws of the State of Florida. Unless and until Contractor provides the Owner with proof of exemption and such forms and proof that the Owner deems appropriate.

Comprehensive General Liability (under paragraphs 5.04.A.3 through A.6 of the General Conditions):

(1) Including coverage for Premises/Operations Liability on an occurrence basis, Contractual Liability, Independent Contractors, Products/Completed Operations Liability on an occurrence basis, and Personal Injury Coverage with the employee exclusion deleted. The Owner will not accept exclusion for explosion, collapse, or underground in the policy.

Acceptable minimum per project limits are: $2,000,000 general aggregate

$1,000,000 products and completed operations aggregate
$1,000,000 personal injury and advertising injury
$1,000,000 each occurrence

Coverage shall be on a Primary and Non- Contributory Basis.

(2) Comprehensive Automobile Liability shall include coverage for owned vehicles, non-owned vehicles, and hired vehicles. Acceptable minimum limits are $1,000,000 combined single limit for bodily injury and property damage.

(3) Follow form umbrella liability naming Owner and Engineer as an additional insured, may be purchased and maintained, if necessary, to meet Owners minimum insurance requirements.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

EXHIBIT "C"
SCOPE OF WORK SPECIFICATIONS

WELLINGTON PRESTRESSED COMPOSITE TANK CLEANING AND INSPECTION

PART 1: GENERAL

1.01 SCOPE

A. These specifications cover the requirements for the Village Utility to conduct its 5-Year Storage Tank Inspection and Cleaning by cleaning of the six (6) prestressed composite ground level water storage tanks in the Village of Wellington. The goal of the inspection is to review the status of each tank and its structural integrity, and to determine what measures, if any, are necessary to remedy deficiencies so that the longest useful lift of the tank can be realized in meeting the intent of the Florida Administrative Code Chapter 62-555.350.

There are four (4) tanks at the Utility Central Operations Site (Tanks 1-4) and one (1) tank each at the two (2) remote booster station sites. Tank capacities are listed as below:

TANK	MG
1	0.25
2	1.0
3	1.0
4	2.0
Booster Tank 1	2.0
Booster Tank 2	2.0

Any repair work will be conducted under a separate proposal from the initial proposal to inspect and clean the tanks.

1.02 QUALIFICATIONS & EXPERIENCE OF THE CONSTRACTOR

A. The Contractor shall be a firm with at least 10 years' experience in the construction of wire-wound circular prestressed composite tanks; and shall give satisfactory evidence that it has the skill, reliability, and financial stability to maintain the tank in accordance with the quality required by these specifications. The Contractor shall have performed the same services on at least 10 dome-covered prestressed composite tanks of equal size or larger, which meet these specifications and which are now giving satisfactory service.

B. The Contractor shall have on its staff a full-time Professional Engineer, who shall have no less than five (5) years' experience in the design and field construction of circular prestressed composite tanks, and who shall be in charge of the work to be done. All required reports shall carry the seal of such registered Florida Professional Engineer.

1.03 SUBMITTALS

A. Submit to the Owner a complete set of signed and sealed completion reports. A separate signed and sealed report will be required for each tank. Reports shall be submitted within 30 days of the inspection.

1.04 GUARANTEE

A. The Contractor shall guarantee workmanship and materials on any maintenance performed (additional service) on the tanks for a one-year period from date of acceptance of the work. In case leakage or other defects appear within the one-year period, the Contractor shall promptly repair the tank at its own expense upon written notice by the Owner that such defects have been found. Leakage is defined as damp spots, oozing or flowing liquids appearing on the exterior of the tank, the source of which is from the inside of the tank.

1.05 TANK CLEANING, INSPECTION, AND REPORTING

A. Inspection Services:

1. Inspection services shall be provided in one (1) tank at a time. Each tank can be out of service no longer than five (5) calendar days.
2. The Contractor shall perform the removal and reinstallation of manhole covers as required.
3. The Contractor shall provide confined space certified personnel for entry into each tank.
4. The Contractor shall provide tank cleaning to meet the requirements of Florida Administrative Code 62- 555.350: Rinsing sediment from the tank floors and walls at a minimum pressure of 150psi sufficiently so that they are clean enough to inspect. The mixture of wash water, sediment and debris shall be removed from the tank and disposed of offsite. While performing work on potable water tanks, Contractor must specifically use equipment only for potable water use.
5. The Contractor shall perform an on-site visual inspection and evaluation of the exterior and interior of the ground storage tanks including:
   a. Wall Foundation or Footing and Wall Exterior:
      i. Wall foundation or footing, if exposed, (dips, damp spots, bearing and/or joint filler pads, if present, and gap between wall and subgrade or wall and footing)
      ii. Cracks and hollows
      iii. Architectural finish coating (paint)
      iv. Manhole condition (cover, frame, bolts, and gasket)
      v. Pipe sleeves, if present, (frame and seal by modular, mechanical type, synthetic rubber "link" units)
      vi. Ladder, if present (risers, rungs, wall brackets, all connections including welds, shotcrete boss, fasteners, and safety rail)
      vii. Liquid level indicator, if present (fiberglass board, target, wall brackets, connections, shotcrete boss, precast concrete curb on dome, fasteners, cables, float, pulleys, and mechanism)
   b. Dome Exterior:
      i. Check for cracks and hollows
      ii. Check for spalling
      iii. Check architectural finish coating (paint)
      iv. Hatch (precast concrete curb, fiberglass cover, insect barriers, hasp, fasteners, and mechanism)
      v. Ventilator (precast concrete curb, fiberglass housing, screens around circumference and on bottom, fasteners, and caulking)
      vi. Aerator, if present (screens, fiberglass, bolts)
      vii. Overflows, if present (precast concrete, screens, fasteners, and caulking)
      viii. Handrail, if present (rails, posts, toe-boards, flanges, brackets, all connections including welds, and fasteners)
   c. Wall Interior:
      i. Shrinkage cracks and hollows
      ii. Spalling

iii. Ladder, if present (risers, rungs, wall and base brackets, braces, connections, shotcrete bosses, fasteners, and safety rail)

d. Floor Interior:

i. Cracks (note size and length)

ii. Pipes (encasements, coatings, support brackets, and bolts)

iii. Waterstop, if applicable (irregularities, holes, encasement)

iv. Gap between wall and waterstop, if applicable

e. Dome Interior:

i. Check for exposed reinforcing steelbars

ii. Check for exposed welded wire fabric

iii. Check for damage from chemical attack

6. The Contractor shall provide comprehensive written reports for each tank (three signed and sealed hard copies and one electronic copy) signed and sealed by a Professional Engineer as required by FAC 62-555.350 including a photographic record of the inspections with recommendations resulting from the technical review of the inspection findings.

B. Disinfection

1. The Contractor shall disinfect each tank in accordance with the requirements of the AWWA C652 and regulations of the state of Florida before returning the tank to operations. The Contractor shall provide all necessary equipment, materials, and labor in order to complete the disinfection process.

2. Contractor shall submit the Disinfection Plan to Owner for approval prior to conducting any work.

C. Bacterial Testing

1. The Contractor shall perform bacteriological testing on the full facility in accordance with regulations of the State of Florida.

2. The Contractor shall be responsible to repeat the disinfection process if bacteria samples are unsatisfactory and Contractor shall repeat disinfection process until bacteria samples are completed satisfactorily.

3. The Contractor shall submit passing test reports to the Owner prior to placing the tanks back into service and proceeding to the next tank.

D. Reporting Requirements

1. The Contractor shall prepare a report, which presents in tabular and narrative form the information, data, assessments, and professional recommendations for the items in the following paragraphs. Each tank shall be addressed separately.

2. General information required for each tank:

a. Location and address of tank
b. Name of tank erectors
c. Date of erection
d. Type of tank
e. Tank capacity

f. Tank diameter
g. Overflow elevation
h. Bottom elevation
i. Number of columns, if applicable
j. Date of last inspection (to be provided by Owner)
k. Method of last inspection (in the dry or in the wet) (to be provided by Owner)
l. Name and address of the firm performing the most recent previous inspection (to be provided by Owner)
m. Date of last interior cleaning and type of cleaning (drained washout or full tank vacuum) (to be provided by Owner)
n. Date of inspection
o. Name(s) of inspectors

3. The report shall include the following coating information for each tank:

   a. Date of last recoating - interior and exterior
   b. Coating materials used in last recoating - interior and exterior.
   c. Coating method used on previous coating (overcoat versus blast and recoat)

4. The report shall include a description of the following conditions associated with each tank:

   a. Tank Foundation: including cracks, evidence of settlement, anchor bolts, chars
   b. Tank Exterior: including cracks, corrosions, efflorescence, all tank penetrations, and coating condition
   c. Tank Interior: including cracks, corrosion, coating condition, all tank penetrations, and sediment accumulation
   d. Ladders: including ladder type, corrosion, structural integrity of sides, rungs and connection and fall protection system
   e. Accessories: including all vents, hatches, overflow, water level indicator, cathodic protection, and obstruction lighting

5. The report shall provide a summary of the following:

   a. Structural integrity: structural condition of each tank
   b. Coating integrity: coating condition, estimated service life remaining.
   c. Water Quality Security: site security, tank access security and water security assessment and recommended repairs
   d. Operation Safety: personnel access safety
   e. Recommended Maintenance Program

6. Tank cleaning, Inspection and Reporting

   a. Recommendations of repairs including urgency and estimated cost

7. The report shall include photographic and audio-visual documentation of the following:

   a. Photographs of all items noted on report
   b. Tank Exterior
      i. Provide a clear, narrated audio-video recording of the tank site and surroundings
      ii. Provide photographs of problem areas

c. Tank Interior

i. Provide photographs of problem areas

END OF SECTION

EXHIBIT "D"

FEE SCHEDULE

CROM SHIELD™ ASSET PROTECTION PROGRAM RATES

WATER AND WASTEWATER INSPECTIONS, PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE AND UPGRADES		
Inspection Level	**Mobilization for Inspection**	**Comprehensive Report**
Level 1 Exterior[2]	$3,000.00	$500.00
Level 2 Dry[1,2]	$3,500.00	$1,500.00

Note 1: Level 2 Dry Inspection; exterior and interior (does not include washout or disinfection of the tank).

Preventative Maintenance with Cleaning and Disinfection			
Size of Tank in Volume	**Mobilization**	**Cleaning**	**Disinfection**
Up to 250,000	$2,950.00	$5,265.00	$1,515.00
Up to 1,000,000	$2,950.00	$9,265.00	$2,590.00
Up to 2,000,000	$2,950.00	$15,985.00	$3,520.00

Corrective Maintenance and Upgrades	**Unit of Measure**	**Unit Rate**
Mobilization	Each crew	$2,950.00
Emergency mobilization (Within 48 hours)	Each crew	$4,425.00
Standard Labor Rate	Hourly	$162.50
Overtime Rate (After-Hours)	Hourly	$243.75
Project Manager	Hourly	$208.00
Professional Engineer	Hourly	$357.50
Hydro Demolition Mobilization	Each crew	$7,550.00
Hydro Demolition Crew Rate	Hourly	$643.75
Hydro Demolition Overtime Rate	Hourly	$965.63
Materials	% Cost Plus	15%
Equipment	% Cost Plus	10%
Subcontractor	% Cost Plus	10%

Periodic and final payment, including any retention, shall be made in accordance with applicable state Prompt Payment law, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607.

A surcharge of 4% will be added to all credit card payments.

If a Public Construction Bond is required, add $9.00 per $1,000 of project amount.

AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year 2026, by and between the **VILLAGE OF WELLINGTON**, a Florida municipal corporation, through its Village Council, (hereinafter referred to as "Owner" or "Village"), and CROM, LLC dba CROM Coatings and Restorations a Florida Limited Liability Company (hereinafter referred to as "Contractor"), having its principal office at 250 SW 36th Terrace, Gainesville, FL 32607 for Five (5) Year Water Treatment Plant (WTP) Storage Tank Cleaning and Inspection Services (hereinafter referred to as the "Project") in accordance with the Contract Documents, hereinafter defined.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – SCOPE OF WORK

The Contractor will provide all materials, supervision, light, power, transportation, labor, tools and equipment necessary to complete the work in strict accordance with the Contract Documents as defined in Article 2 of this Agreement, and perform all work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, and as required by the manufacturer's specifications and all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the requirements of the Florida Building Code and any amendments thereto. The work to be performed shall hereinafter be referred to as the "Work".

The Work is generally described as follows: Five (5) Year Water Treatment Plant (WTP) Storage Tank Cleaning and Inspection Services

ARTICLE 2 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

2.1 This Agreement;

2.2 Addenda numbers:__NA_____

2.3. General Conditions attached hereto as **Exhibit "A";**

2.4 Signing Authority to Agreement attached hereto as **Exhibit "B";**

2.5 Scope and Specifications of Work attached hereto as **Exhibit "C";**

2.6 Public Construction Bond in the form attached hereto as **Exhibit "D"** which shall be in compliance with Fla. Stat. § 255.05 (plus Power of Attorney Forms as applicable);

2.7 NOT USED

2.8 Sales Tax Recovery Program Special Conditions For Owner Furnished Materials and Equipment attached hereto as **Exhibit "F";**

2.9 Contractor's Schedule of Values attached as **Exhibit "G";**

2.10 Contractor's Certificate(s) of Insurance attached hereto as **Exhibit "H";**

2.11 Warranty Forms attached hereto as **Exhibit "I";**

2.12 Form of Certificate of Substantial Completion attached hereto as **Exhibit "J";**

2.13 Form of Application for Payment attached hereto as **Exhibit "K";**

2.14 Form of Bill of Sale, Absolute attached hereto as **Exhibit "L";**

2.15 Form of Contractors affidavit to Owner and Final Release of Liens, attached hereto as **Exhibit "M";**

2.16 Contractor's Forms and Misc. Requirements attached hereto as **Composite Exhibit "N":**

Exhibit "N1"	Conflict of Interest Statement
Exhibit "N2"	NOT USED

2.17 Sales Tax Exemption Certificate of Entitlement attached hereto as **Exhibit "O";**

2.18 The following which may be delivered or issued after the Effective Date of the Agreement may not be attached hereto: Notice to Proceed, all written amendments and Change Orders signed by both parties and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

2.19 The Contract Documents listed under Article 2 above are attached to this Agreement (except as expressly noted otherwise above) and include any documents referenced in the Agreement or Contract Documents to be incorporated by reference. There are no Contract Documents other than those listed above in this Article 2. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions. The Contract Documents shall be interpreted together and in harmony with one another. In the event of a conflict between or among the Contract Documents, whichever document imposes the greater obligation on Contractor shall control. The Contractor must call any such conflict or discrepancy to the Village's attention, in writing or the Contractor waives and releases any claims it might have related to such conflict, unless otherwise stated herein. The Contractor shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Engineer (defined below).

ARTICLE 3 - ENGINEER

Notwithstanding anything contrary to language contained in the Agreement, the roles and responsibilities of the Owner and Engineer during construction are as follows:

The Owner will serve as the Owners Representative. All communication relative to Contractors obligation under Agreement shall be through the Owner. The Owner will act as the Engineer during construction unless otherwise notified by Owner. The responsibilities of the Engineer are in Article 9 of the of the General Conditions.

ARTICLE 4 - TIME OF COMMENCEMENT AND COMPLETION

4.1 The time of commencement of the Work shall be the date stated in the Notice to Proceed, as defined in the General Conditions ("Date of Commencement"). Contractor shall reach Substantial Completion of all Work within 90 calendar days from the Date of Commencement, subject to any authorized extensions of time as set forth in the Article 12 of the General Conditions. All Work shall be performed in an expeditious manner. Contractor shall reach Final Completion of all Work within thirty (30) days of Substantial Completion and delivery of the Final Punch List as required by the Contract Documents.

4.2 LIQUIDATED DAMAGES. The parties to this Agreement agree that time is of the essence in the performance of this Agreement. Substantial Completion of the Work under this Agreement, as defined in Article 1 of **Exhibit "A",** shall be no later than the Substantial Completion date set forth in Section 4.1 of this Agreement, subject to authorized extensions of time as set forth in the Article 12 of the General Conditions. In the event the Work is not substantially completed by the completion date stated above, and has not been extended by Change Order, the Owner shall be entitled to collect liquidated damages. Contractor and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Owner the sum of Two Hundred Fifty Dollars ($250.00) for each calendar day in achieving Substantial Completion of the Work. Further, Contractor and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Owner the sum of Two Hundred Fifty Dollars ($250.00) for each and every calendar day of unexcused delay for failure to achieve Final Completion. It is hereby agreed that the amount of the per diem assessment for liquidated damages for the Contractor's failure to achieve Substantial Completion of the Work or Final Completion of the Work within the time specified in this Agreement is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed. The Owner's exercise of its right to terminate this Agreement shall not release the Contractor from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and

payable to the Owner or, at the Owner's option, may be deducted from future payments that may be due and owing to Contractor. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. Contractor's liability for liquidated damages shall survive completion and termination of the Agreement and are in addition to Owner's other remedies available under the Contract Documents and by law.

ARTICLE 5 - CONTRACT PRICE

In accordance with the Schedule of Values, established pursuant to Paragraph 2.05 of the General Conditions, Owner shall pay the Contractor for the performance of the Work in accordance with the Contract Documents, subject to adjustment as provided in the Contract Documents, the lump sum of $337,935.35, which includes Owner Controlled Contingency in the amount of $200,000.00, inclusive of all materials, equipment, labor, warranties, licenses, permits, insurances, bond costs, taxes, overhead, profit and fees ("Contract Price"). The Owner shall be responsible for the costs associated with any Village of Wellington permits that are required for the performance of the Work. Notwithstanding the foregoing, Contractor is responsible for the costs associated with permits from all other governing authorities having jurisdiction over the Project, excluding the Village of Wellington. The Contract Price may include Unit Price Work and the Owner shall pay Contractor the unit prices specified in the Schedule of Values for the required Unit Price Work that may be required in accordance with the Contract Documents. All unit price items specified in the Schedule of Values are inclusive of all costs for the performance of the Work, including, but not limited to, materials, equipment, labor, warranties, licenses, permits, insurances, bond costs, taxes, overhead, profit and fees.

ARTICLE 6 - PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed and reviewed by Owner and Engineer as provided in Article 14 of the General Conditions.

6.1. PROGRESS PAYMENTS. Pursuant to Article 14 of the General Conditions, Owner shall make progress payments on account of the Work performed, including any Unit Price Work, on the basis of Contractor's Applications for Payment (**Exhibit "K**") as recommended by Engineer, on or about the **10th** day of each month during construction as provided below. All progress payments will be on the basis of the percentage of completion and progress of the Work, and in the case of Unit Price Work based on the price per unit multiplied by the number of units completed, measured by the Schedule of Values established pursuant to Paragraph 2.05 of the General Conditions and **Exhibit "G"** attached to this Agreement.

6.1.1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions.

Ninety-five percent (95%) of Work completed and zero percent (0%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02.A of the General Conditions).

6.1.2 Owner is not obligated to reduce the retainage for any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 218.735, Florida Statutes, Section 255.05, Florida Statutes, or for any amounts that are otherwise the subject of a Claim or demand by the Owner against the Contractor under this Agreement. The Owner shall promptly make such payment to the Contractor unless the Owner has grounds to withhold payment for amounts that are the subject of a good faith dispute, the subject of a Claim pursuant to Section 218.735, Florida Statutes, Section 255.05, Florida Statutes, or are otherwise the subject of a Claim or demand by the Owner against the Contractor. If the Owner makes payment of retainage to the Contractor, which is attributable to the labor, services, or materials supplied by one or more Subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those Subcontractors and suppliers. Upon Substantial Completion of the Work, and the completion of the punch list, the amount withheld by the Village shall be reduced to the value of 150% of the total cost to complete any disputed items on the punch list, which shall be deducted from any amounts due.

6.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, and settlement of all Claims, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07 of the General Conditions.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions, Laws, and Regulations that in any manner may affect the cost, progress, performance, or furnishing of the Work.

7.2. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface conditions at or contiguous to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.3. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4. Contractor has given Owner written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.

7.5 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.6 Contractor represents that it is a properly qualified and licensed contractor in good standing with the State of Florida and is a Florida General Contractor in good standing, organized and existing under the laws of the State of Florida. Contractor further represents that it is well qualified and able to perform the Work; it has a sufficient number of qualified personnel to assure timely performance of the Work; that it has the proper tools and equipment to perform the Work and is financially capable of performing the Work and all the requirements stated within the Contract Documents.

7.7 Contactor represents that all Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. The Contractor shall supervise and direct the Work using its best skill and attention. All Work shall be performed by craftsmen skilled in the trades and application of materials involved. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety or persons or property.

ARTICLE 8 - INDEMNIFICATION

8.1 Subject to Paragraph 6.20 of the General Conditions, to the fullest extent permitted by the law, Contractor shall indemnify and hold harmless the Owner, and its council members, officers, directors, agents, members and employees and Engineer and its officers, directors, agents, members and employees ("Indemnified Parties"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees at the trial and appellate level, but only to the extent caused by the negligence, recklessness, wrongly or intentionally wrongful conduct, act or omission of the Contractor and other persons employed or utilized by Contractor, any of Contractor's Subcontractors, agents or others for whom the Contractor is responsible, arising from this Agreement or its performance. The Owner's contributory negligence shall only reduce, but not prevent, the Contractor's obligation to indemnify provided herein. Nothing in the Contract Documents shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

8.2 In any and all claims against Indemnified Parties by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8.3 The parties intend for this indemnification provision to be enforceable pursuant to Sections 725.06 and 725.08, Florida Statutes and as such, hereto acknowledge and agree that to the extent that any portion of this indemnification provision is deemed void or unenforceable in any action or proceeding, then such portion is considered severable and will not affect the remaining portions of this provision. The Contractor shall indemnify and hold harmless all of the Indemnified Parties from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's indemnity and hold-harmless obligations under this Contract. This indemnification provision does not extend to provide indemnification to the Indemnified Parties for their own negligence and therefore, the parties agree that the indemnification obligations should be construed in accordance with Sections 725.06 and 725.08, Florida Statutes.

8.4 The indemnity provisions of this Article 8 shall survive termination and completion of the Agreement.

ARTICLE 9 – SUBCONTRACTS

No portion of the Work may be subcontracted to vendors not listed on the Schedule of Subcontractor without the prior written consent of the Village, which consent may be withheld for any reason. It is further agreed that all subcontracts and material and equipment purchase contracts entered into by Contractor or its subcontractors or material suppliers, shall contain a provision stating that the Owner may bring claim directly against any subcontractor of Contractor for breach of Contract, warranty rights, quality of workmanship, and create third party beneficiary rights of Owner in said agreements. Additionally, nothing contained in this Contract shall constitute an assignment of Contractor's rights against the Owner or create any third party beneficiary rights in any subcontractors or material and equipment suppliers of Contractor. The purpose of this provision is to allow the Owner, in addition to Contractor, to make claim for damage or indemnification directly against any subcontractors or material and equipment suppliers that may be ultimately responsible for defects or deficiencies in the Work or materials and equipment.

ARTICLE 10 – TIME & DELAYS

Any changes in the Work, changes in the Contract Price and/or Contract Time shall be executed via written Change Order pursuant to Articles 10 and 12 of the General Conditions. Further, if the Contractor is delayed at any time in the progress of the Work, any approved changes in the Contract Time shall similarly be executed via written Change Order pursuant to Article 12 of the General Conditions. All requests by the Contractor for extensions of the Contact Time, other than those associated with changes in the Work, must be submitted in writing to Owner's Representative within the time period specified in Article 12 of the General Conditions. Failure to so request an extension of the Contract Time will constitute a waiver of any right for an extension of the Contract Time.

ARTICLE 11 – BONDS AND INSURANCE

The Contractor shall furnish public construction bond pursuant to Article 5 of the General Conditions. The Contractor shall also, as a condition of this Agreement and to payment under this Agreement, purchase and maintain the insurance coverage and policy limits as delineated within Paragraph 5.04 and 5.05 of the General Conditions and the Supplementary Conditions.

ARTICLE 12 – SALES TAX INFORMATION

The Owner Sales Tax Recovery Program Special Conditions are incorporated herein by reference. To be entitled to purchase materials tax exempt for a public works project, the Owner is required to issue a Certificate of Entitlement to each vendor and to the Contractor to affirm that the tangible personal property purchased from that vendor will go into or become a part of a public work. The Owner's purchase order for tangible personal property to be incorporated into the public works project must be attached to the Certificate of Entitlement. The Owner must issue a separate Certificate of Entitlement for each purchase order. The Owner's form Certificate of Entitlement is attached hereto as **Exhibit "O".** By executing each Certificate of Entitlement, the Owner affirms that the purchase

of the tangible personal property contained in the attached Purchase Order meets the applicable exemption requirements contained in Section 212.08(6), Florida Statutes, and Rule 12A-1.094, F.A.C. If the personal property sold by a vendor tax-exempt pursuant to a Certificate of Entitlement does not qualify for the exemption under Section 212.08(6), Florida Statutes, and Rule 12A-1.094, F.A.C., the Owner will be liable for any tax, penalty, and interest determined to be due.

ARTICLE 13 - PROJECT SIGNAGE

Contractor shall furnish and erect one (1) Owner standard signs at the Project site as directed by the Owner. Contractor may install signage at the Project site subject to approval by the Owner.

ARTICLE 14 – CONFLICT OF INTEREST

This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. The Contractor's completed Conflict of Interest Statement shall be attached hereto and incorporated herein as **Exhibit "N1"**. During the term of this Agreement and any renewals or extensions thereof, the Contractor shall continue to disclose to Owner any possible conflicts of interests. The Contractor's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of Owner.

ARTICLE 15 – TRANSFER OF LIEN

In the event any liens should be filed against the Site by any lienors, in connection with labor or services performed, Contractor shall indemnify and hold the Owner harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must forthwith within twenty (20) days of notice of the lien, transfer such lien to security in accordance with Florida Statutes. Should Contractor fail to transfer such lien, the Owner may, at its option, do so and deduct the amount expended, including all costs and attorney's fees incurred from any payment then due Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 If the parties mutually agree, disputes may be referred to mediation. However, mediation shall not be a condition precedent to litigation of any disputes. All costs of mediation shall be shared equally by the parties. Venue for litigation concerning this Agreement or the Contract Documents shall be in Palm Beach County, Florida. In the event of litigation to settle disputes arising out of this Agreement or the Project, the prevailing party shall be entitled to recover against the other party its cost and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

16.2 Waiver of Trial By Jury. IN THE EVENT OF LITIGATION, BOTH PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE CONTRACT, OR BREACH THEREOF, OR IN CONNECTION WITH WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ANY ACTIONS OR INACTIONS OF EITHER PARTY.

ARTICLE 17 – MISCELLANEOUS

17.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

17.2 **Public Entity Crime Statement**. Contractor acknowledges the existence of Section 287.133(2)(a), Florida Statutes ("Public Entity Crimes Act"), which provides, in part, that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Owner, may not submit a bid on a contract with Owner for the construction or repair of a public building or public work, may not submit bids on leases of real property to Village, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with Village, and may not transact business with Owner in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section by Contractor shall result in termination of this Agreement by Owner without penalty.

17.3 **Truth-In-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Contract Price and any additions thereto shall be adjusted to exclude any significant sums, by which Owner determines the Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

17.4 **Records.** Contractor shall keep such records and accounts and require any and all architects, Consultants, and Subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by Owner and for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE D. HALL AT 561-791-4000, CHALL@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

17.5 In accordance with Palm Beach County Ordinance Number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County Ordinance Number 2011-009 and is aware of its rights and/or obligations under such ordinance.

17.6 **Village of Wellington's Purchasing and Procurement Procedures Manual.** Contractor shall comply with all Contractor requirements of the Village of Wellington's Purchasing and Procurement Procedures Manual as adopted by Resolution No. R2023-04.

17.7 **Not Used**

17.8 **Code of Ethics & Conduct.** If Contractor violates or is a party to a violation of the Florida Statutes Chapter 112 or the Palm Beach Code of Ethics (Sec. 2-441 et. seq), Contractor may be in material breach of this Agreement and may be disqualified from bidding on any future bids for work of goods with the Owner.

17.9 **Non-Collusion.** This Agreement is made without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in termination of this Agreement, return of materials or discontinuation of services, and the possible removal of Contractor for bidder lists.

17.10 **Drug-Free Workplace**. Execution of this Agreement by Contractor shall serve as Contractor's certification that it either has or that it will establish a drug-free workplace consistent with Chapter 112.0455, Florida Statutes.

17.11 As part of the Village's National Pollutant Discharge Elimination System (NPDES) requirements, Contractor may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Contractor is responsible for all costs associated with the training.

17.12 **Traffic Control and Maintenance**. To the extent applicable, the Contract Price includes all traffic control and traffic control costs related to the Work. The Maintenance of Traffic Plan and all traffic warning and control devices shall conform to the applicable provisions of the latest editions of the national "Manual On Uniform Traffic Control Devices" (MUTCD), and the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards". The MOT Plan shall be prepared by a Florida MOT Certified Technician if FDOT standard details are used. If FDOT standard details are not used, a Professional Engineer licensed in Florida shall

prepare the MOT Plan. MOT Plans shall be submitted to appropriate agencies for approval. Costs of compliance with this Paragraph are included as part of the Contract Price.

17.13 **Existing Structures & Utilities**. All known utilities have been shown on the Plans and Drawings or otherwise provided in the Contract Documents according to the best information available. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake, otherwise make, or protect their facilities. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately at Contractor's sole cost and expense in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, Contractor shall take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility. Should the Work require repairs, changes, or modifications of the Owner's utilities as well as other utilities, it is the responsibility of the Contractor to provide for the maintenance of continuous water, sewage, electric, telephone and other utility services to all present customers of such utilities, unless approval in writing is secured from the applicable utility company or Owner for interruption of such service.

17.14 **Testing**. All tests and analyses, which are called for in the Specifications and/or Drawings to be performed by an Independent Testing Laboratory or otherwise, will be at the Owner's expense unless otherwise specified, provided the tests and analyses determine that the material(s) and/or Work meets the requirements as specified. All such tests that fail to meet the Project requirements are to be paid by the Contractor.

17.15 **Storage Site.** The Contractor shall furnish, at its expense, properly zoned area suitable for field offices, material storage and equipment service and storage, as applicable for the Project. The Contractor shall maintain these areas in a clean, orderly condition so as not to cause of nuisance in the area and shall restore the storage areas to its original or better condition.

17.16 The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

17.17 **Compliance with Laws.** The Contractor shall give all notices, and warrants and represents that the Work will comply with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Work. Contractor shall comply with all ordinances, laws and rules of the State of Florida, Village of Wellington and Palm Beach County applicable to the Work. Contractor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority even if in strict compliance with the Contract Documents. Contractor shall bear sole responsibility for and bear all costs necessary to insure full compliance with the representations contained herein, including, but not limited to any attorney's fees or other expenses incurred by Owner in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this paragraph shall survive the termination of this Agreement.

17.18 The Contractor acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Contractor against the Owner other than Claims arising out of this Agreement. Specifically, except as provided in Section 768.28, Florida Statutes, the Contractor acknowledges that it cannot and will not assert any claims against the Owner, unless the claim is based upon a breach by the Owner of this Agreement.

17.19 The Contractor affirms that the provisions of the Contract Documents regarding notice to Claims, and the requirement for a written Change Order cannot be waived and further, without timely notice of a Claim or a written Change Order as required in the Contract Documents, the Contractor shall not be entitled to additional compensation or an extension of the Contract Time. Such Claims for additional compensation or extensions of the Contract Time are waived if the Contractor has not given all required notices and obtained a written a Change Order when required.

17.20 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

17.21 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained on the Contract Documents.

17.22 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.23 The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

17.24 This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of such amendment or modification is sought.

17.25 Counterparts: This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

17.26 **Site Security.** Security at the site is a very high priority to the Owner. The Contractor recognizes that this site is sensitive in nature as a result of homeland security concerns, and the security criteria stipulated herein constitutes a material inducement of the Owner to enter into this contract with the Contractor. In recognition of the Owner's security needs and the fact that this is an active and functioning facility, the Contractor agrees to take all reasonable steps to minimize the degree to which the facility is impacted by this construction project. The Owner reserves the right to require timing adjustment of activities that, in the sole determination of the Owner, impact the operation, efficiency or security of the Plant. The Contractor shall anticipate and work within the requirements of the Owner's security needs.

The Owner reserves the right to require the Contractor to perform a background check on all of Contractor's agents, licensees, invitees, employees, subcontractors, material workers, and suppliers entering the site and agrees to supply the results to the Owner. Contractor shall secure from the affected parties appropriate authorizations and releases from liability in favor of the Owner prior to performing the background checks. All background checks shall be performed prior to allowing the workers or suppliers access to the project site. The Owner reserves the right but not the obligation to disallow entrance to the work site of any persons or entities as a result of the background check or other relevant information, regardless of the result of such background check.

Background checks shall be in such form and fashion as is acceptable to the Owner, but at a minimum, shall be performed through the Florida Department of Law Enforcement. The Contractor shall allow sufficient time to perform the necessary background checks within the project schedule. Nothing herein shall be construed as consent to be sued by third parties and Contractor waives all claims for damages based upon the security measures set forth herein. Each third party upon whom a background check has been performed shall be required to carry a photo identification and a clearance tag. Such identification and clearance tag shall be required to enter the Plant and shall be maintained with the person at all times while on site. The Contractor shall provide to the Owner a complete roster of all parties who may enter the work site to perform the work called for by this agreement and shall keep said roster updated and current on at least a monthly basis.

17.27 Scrutinized Companies. Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than $1 million, CONTRACTOR further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

17.28 **E-verify. Compliance with F.S. 448.095**

Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

17.29 **Non-Discrimination**

Contractor shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act {ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

ARTICLE 18 – NOTICE

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For Owner:	For Contractor
Village of Wellington	CROM, LLC DBA CROM Coatings and Restorations
Attn: Danielle Zembrzuski	Attn: Jeffrey Pomeroy
12300 Forest Hill Blvd.	250 SW 36th Terrace
Wellington, FL 33414	Gainesville, FL 32607

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, and the Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by the Engineer on their behalf.

OWNER: **VILLAGE OF WELLINGTON**

By _____
Michael Napoleone, Mayor

Attest: _____
Chevelle D. Hall, Wellington's Clerk

(SEAL)

CONTRACTOR: CROM, LLC DBA
CROM COATINGS AND RESTORATIONS

By Daniel Tews

Printed Name/Title: Daniel Tews, CFO

Attest: _____

Printed Name/Title: Assistant Secretary

(CORPORATE SEAL)

CROM, LLC STATE OF FLORIDA 1953

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Laurie Cohen, Attorney for Wellington

Detail by Entity Name

Florida Limited Liability Company
CROM, LLC

Filing Information

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Event Effective Date	NONE

Principal Address

250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Changed: 04/18/2017

Mailing Address

250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Changed: 04/18/2017

Registered Agent Name & Address

Corporation Service Company
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 04/26/2016

Address Changed: 08/27/2015

Authorized Person(s) Detail

Name & Address

Title Manager

Pomeroy, Jeffrey
250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Title Manager

Tillman, Samantha
250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Title Manager

OYENARTE, ROBERT G.
250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Title Manager

Shinskey, Dale
250 SW 36th Terrace
Gainesville, FL 32607

Title Authorized Representative, Treasurer

Pomeroy, Jeffrey
250 SW 36th Terrace
Gainesville, FL 32607

Title MGR

TEWS, DANIEL
250 SOUTHWEST 36TH TERRACE
GAINESVILLE, FL 32607

Annual Reports

Report Year	Filed Date
2024	04/21/2024
2025	01/09/2025
2026	01/29/2026

Document Images

03/23/2026 -- LC Amendment	View image in PDF format
01/29/2026 -- ANNUAL REPORT	View image in PDF format
01/09/2025 -- ANNUAL REPORT	View image in PDF format
04/21/2024 -- ANNUAL REPORT	View image in PDF format
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04/08/2021 -- ANNUAL REPORT	View image in PDF format

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03/09/2015 -- ANNUAL REPORT	View image in PDF format
03/13/2014 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT "A"

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Change Order*—A document possibly prepared by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

5. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

6. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

7. *Contract Documents*—Those items so designated in the Agreement. Approved Shop Drawings and other Contractor submittals are not Contract Documents.

8. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.

9. *Contract Time(s)*—The number of day(s) or the date(s) stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

10. *Drawings*—The Drawings are listed in Exhibit C to the Agreement. Shop Drawings and other Contractor submittals are not Drawings as so defined.

11. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

12. *Engineer*—Design professional

13. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

15. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

16. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

18. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

19. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

20. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

21. *PCBs*—Polychlorinated biphenyls.

22. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

23. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

24. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

25. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents. In no event shall the Project Manual be deemed part of the Contract Documents.

26. *Owner*— Village of Wellington, a Florida municipal corporation, through its Village Council

27. *Owner's Representative*—Employee of the Village of Wellington who has been authorized to make Project decisions on the Owner's behalf.

28. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

29. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

31. *Schedule of Submittals or Submittal Schedule*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

32. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

33. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

34. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

35. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

36. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

37. *Substantial Completion*— Substantial Completion is defined as the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended and all necessary governmental approvals required for the Owner to utilize the Project for the purposes intended have been obtained. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. The date is defined in the Contract Documents.

38. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

39. *Unit Price Work*—Work to be paid for on the basis of unit prices.

40. *Construction Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies or may be utilized in the absence of complete agreement on the terms of a Change Order. A Construction Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Construction Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. Contractor shall be obligated to proceed with all Construction Change Directives pending resolution of a Change Order, if applicable.

1.02 Terminology

A. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 of the General Conditions or any other provision of the Contract Documents.

B. *Day:*

1. The word "day" means a calendar day.

C. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

D. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the required Public Construction bond in the form attached as **Exhibit "D"** to the Agreement.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall deliver to the Owner, with copies to each additional insured, certificates of insurance (and other evidence of insurance which the Owner or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with the Contract Documents.

2.02 Copies of Documents

A. Upon written request, Owner shall furnish to Contractor up to two printed hard copies of the Contract Documents. Additional copies of the Contract Documents will be furnished upon request at the cost of reproduction.

2.03 Starting the Work

A. Contractor shall start to perform the Work on the Date of Commencement. No Work shall be done at the Site prior to the Date of Commencement, unless expressly authorized by Owner in writing.

2.04. Intentionally Deleted.

2.05 Before Starting Construction

A. *Construction Schedules:* Within 30 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Owner for timely review:

1. a construction schedule, otherwise referred to herein as a Progress Schedule, indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents; and

2. a Schedule of Submittals; and

3. a Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include the agreed upon amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. If not already done so, at this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to review for acceptability to Owner/Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an

additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner/Engineer. The Progress Schedule shall be in a detailed precedence style critical path management ("CPM") format satisfactory to the Owner and Engineer that shall also: (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). The Contractor shall monitor the progress of the Work for conformance with the requirements of the Progress Schedule and shall promptly advise the Owner of any delays or potential delays. The accepted Progress Schedule shall be updated to reflect actual conditions and as requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. Any overtime and/or additional labor to correct the delay shall be at the Contractor's sole expense if the delay is caused in whole or in part by the Contractor, its Subcontractors, or anyone for whom the Contractor is responsible. In no event shall any progress report constitute an adjustment in the Contract Time, Milestone Dates, or the Contract Price unless any such adjustment is agreed to by the Owner and authorized pursuant to written Change Order. Contractor shall maintain such Progress Schedule on a current basis in accordance with the provisions of this paragraph and shall keep proper records to substantiate actual activity, duration and completion dates.

B. In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents or if the Owner determines that Substantial Completion may be delayed, and provided that the delay was not due to an act or omission caused solely by the Owner, the Owner shall have the right to order the Contractor to take corrective measures, at Contractor's sole cost and expense, necessary to expedite the progress of construction, including without limitation: (i) working additional shifts or overtime in conformity with schedules recognizing the requirements of the Owner; (ii) supplying, additional manpower equipment and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Remedial Measures"). Such Remedial Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. If Contractor fails to undertake such Remedial Measures, then after seven (7) days written notice, Owner may undertake such Remedial Measures at Contractor's expense which Owner may, at its election, subtract from amounts due Contractor.

C. At least 10 days before submission of the first Application for Payment a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to review for acceptability to Owner/Engineer as Schedule of Submittals submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the Schedule of Submittals. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner/Engineer . Contractor shall maintain and update the Schedule of Submittals as needed and/or required under the Contract Documents.

D. At least 10 days before submission of the first Application for Payment a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to review for acceptability to Owner/Engineer as Schedule of Values submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the Schedule of Values. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner/Engineer . Contractor shall maintain and update the Schedule of Values as needed and/or required under the Contract Documents.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Owner/Engineer as provided in Article 9 of the General Conditions.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect as of the Effective Date of the Agreement, except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall release the Contractor or any of their subcontractors, consultants, agents, or employees of their duties or responsibilities set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies in Contract Documents

A. *Reporting Discrepancies*:

1. *Contractor's Review of Contract Documents*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby. Failure to report any such conflict, error, ambiguity, or discrepancy to the Engineer shall result in a waiver of all Claims related thereto.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

B. *Resolving Discrepancies*:

1. The Contract Documents shall be interpreted together and in harmony with one another. In the event of a conflict between or among the Contract Documents or between or among the Contract Documents and any Laws or Regulations, whichever imposes the greater obligation on Contractor or contains the more stringent requirement on the Contractor shall control.

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Construction Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, so long as there is no impact to the Contract Time or Contract Price, by issuance of a Field Order.

3.05 Reuse of Documents & Electronic Data

A. Unless otherwise stated in the Contract Documents if there is a discrepancy between the electronic files of drawings and the hard copies of drawings, the hard copies govern.

B. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

C. Before Owner and Contractor transmit documents or data, either personally or electronically, they shall endeavor to establish necessary safeguard protocols governing such transmissions, unless otherwise already provided in the Contract Documents.

D. Notwithstanding the foregoing, the Owner shall be deemed the author and owner of the Drawings, Specifications, documents and data, including, without limitation, design documents and data prepared on behalf of Owner and provided by Owner to Contractor whether in hard copy or electronic format. As a result, Owner will retain all common law, statutory and other reserved rights, including any and all intellectual property rights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim any rights in such documents or data and may not use said documents and data on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the documents and data provided to them solely and exclusively for execution of the Work. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights

E. The prohibitions of Paragraph 3.05 D will survive final payment, or termination of the Contract. Contractor shall indemnify and hold harmless the Owner and Engineer from any claims, liabilities and damages including but not limited to reasonable attorney's fees and costs due to any unauthorized use of Drawings, Specifications or documents by Contractor, any Subcontractor, Supplier or any person or entity for which they are responsible. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but which specifically related to use of the Site of which the Owner is aware and with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities.

B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. Reports and drawings were provided to Contractor as part of the Request for Proposal/Invitation to Bid and are attached as part of **Composite Exhibit "C"**.

B. *Limited Reliance by Contractor Authorized:* Contractor may not rely upon the accuracy of the reports and drawings in **Composite Exhibit "C"**. Contractor shall independently confirm that, in the Contractor's professional judgment, the information is reliable and accurate. Contractor shall have full responsibility with respect to subsurface and physical conditions at or contiguous to the Site, subject to Paragraph 4.03 below. Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any information on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. differs materially from that shown or indicated in the Contract Documents; or

3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; and

4. is of such a nature as to require a change in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. Contractor may make a Claim for an equitable adjustment to the Contract Price or the Contract Times, or both, to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet the requirements described in Paragraph 4.03.A;

b. a Claim is not precluded pursuant to Paragraph 4.02B;

c. the Engineer's findings and conclusions support such an adjustment to the Contract Price and/or Contract Time; and

d. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of or Contractor, as an experienced and knowledgeable contractor, should have known of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under this Agreement; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Contract Documents; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner nor Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project or lost profits on this Project.

4.04 Underground Facilities

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Construction Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. Reports and drawings of Hazardous Environmental Conditions known to the Owner that have been identified at the Site are attached as part of **Composite Exhibit "C"**.

B. *Limited Reliance by Contractor:* Contractor may not rely upon the accuracy of the reports and drawings in **Composite Exhibit "C"**. Contractor shall independently confirm that, in the Contractor's professional judgment, the information is reliable and accurate Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from anydata, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications, identified in the Contract Documents to be within the scope of the Work, or which should have been reasonably known to the Contractor. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If

Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7 and the Contract Price shall be reduced by deductive Change Order for the costs incurred by Owner to perform the deleted portion of the Work with Owner's own forces or by others.

G. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish public construction bond, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents and in the forms attached to the Agreement all in accordance with applicable Florida law. This bond shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents. Contractor's performance bond shall not contain any limitation or exclusion for Contractor's warranty obligations.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. The Owner and Engineer shall be named as an additional insured in all policies required to be maintained under the Contract Documents, with the exception of the Worker's Compensation insurance, unless

otherwise specified herein. As a condition precedent to entitlement to any progress payment or final payment under the Agreement, Contractor must maintain the required insurance coverage under the Contract Documents at least until final payment unless otherwise specified within the Contract Documents.

Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

    a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

    b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an a Project specific occurrence basis with limits as outlined in the Supplementary Conditions or as required by Laws or Regulations, whichever is greater. Such policies shall include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby. Contractor shall deliver endorsements showing such additional insured coverage using the ISO form CG 20 10 11 85 or its 2004 ISO equivalent (forms 20 10 07 04 and 20 37 07 04) for both ongoing and completed operations;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 10 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive:

   a. Such insurance shall remain in effect for one year after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and each year thereafter.

7. For Worker's Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with limits as provided in the Supplementary Conditions.

8. Business Automobile Liability coverage, required by 5.04A.6, must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

   Owned vehicles.
   Non-owned and hired vehicles.

9. The policies of Contractor shall contain an endorsement whereby the insurance carriers agree that its insurance is primary and not contributory with or in excess of any coverage which the Owner has purchased. The Contractor shall be responsible for all deductibles under the insurance policies. The Contractor shall be responsible for all loss or damage to the Work, including the Contractor's materials delivered to Site for incorporation therein and all property issued to the Contractor by the Owner for use or incorporation in the Work, except for Owner Direct Purchase which shall be governed by **Exhibit "F"**. The Contractor shall waive all rights against the Owner for recovery of damages to the extent that these damages are covered by insurance maintained pursuant to the above requirements, and the Contractor shall provide all waivers of subrogation in the endorsements and forms required by the Owner.

C. Intentionally Deleted

D. Contractor shall procure Professional Liability insurance covering performance of the professional services.

E. Notwithstanding the availability of any insurance, the Contractor shall bear the risk of loss for its acts, errors or omissions pursuant to this Agreement. The Contractor bears all liability and risk of loss, for losses and damages arising from any acts, errors, omissions, or negligence on the part of the Contractor and its Subcontractors, including without limitation damages for defective and nonconforming work, and the Contractor and all applicable Subcontractors shall bear the risk and pay for such losses regardless of

whether the Contractor should be covered for such losses by any insurance required by this Article, except for Owner Direct Purchases governed by **Exhibit "F"** .

5.05 Limits of Liability Insurance. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Worker's Compensation, etc., under paragraphs 5.04.A.1 and A.2 of the General Conditions:

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
(3)	Employer's Liability:	$1,000,000

The coverage and the limits of liability for employer's liability are modified to read as follows:

$1,000,000 each accident
$1,000,000 disease policy limit
$1,000,000 disease each employee

Also, the following wording is added governing employer's liability for contractors that are not incorporated or lease employees: If the Contractor is not an incorporated entity (i.e. sole proprietor/partnership), or Leases Employees (under the alternate employer laws of the State of Florida), the Owner shall require a minimum premium policy meeting the aforementioned requirements even though not required by the Worker's Compensation Laws of the State of Florida. Unless and until Contractor provides the Owner with proof of exemption and such forms and proof that the Owner deems appropriate.

Comprehensive General Liability (under paragraphs 5.04.A.3 through A.6 of the General Conditions):

(1) Including coverage for Premises/Operations Liability on an occurrence basis, Contractual Liability, Independent Contractors, Products/Completed Operations Liability on an occurrence basis, and Personal Injury Coverage with the employee exclusion deleted. The Owner will not accept exclusion for explosion, collapse, or underground in the policy.

Acceptable minimum per project limits are: $2,000,000 general aggregate

$1,000,000 products and completed operations aggregate
$1,000,000 personal injury and advertising injury
$1,000,000 each occurrence

Coverage shall be on a Primary and Non- Contributory Basis.

(2) Comprehensive Automobile Liability shall include coverage for owned vehicles, non-owned vehicles, and hired vehicles. Acceptable minimum limits are $1,000,000 combined single limit for bodily injury and property damage.

(3) Follow form umbrella liability naming Owner and Engineer as an additional insured, may be purchased and maintained, if necessary, to meet Owners minimum insurance requirements.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

5.06 Subcontractor Insurance. All Subcontractors and suppliers shall be obligated to carry insurance commensurate with that required to be carried by Contractor.

Subcontractors and suppliers shall name the Owner and Engineer as an additional insured on all policies including completed operations coverage using the ISO form CG 20 10 11 85 or its 2004 ISO equivalent (forms 20 10 07 04 and 20 37 07 04); which shall also be maintained for a period of one (1) years from completion of the Project.

5.07 Acceptance of Bonds and Insurance; Option to Replace

A. Owner shall review the coverage afforded by or other provisions of the insurance required to be purchased or maintained by Contractor after delivery of insurance certificates to Owner in accordance with Paragraph 2.01B of the General Conditions. Contractor shall furnish to the Owner such additional information in respect to insurance provided by Contractor as the Owner may reasonably request. Review of Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder. In case of a breach by Contractor of any insurance provision stated in the Contract Documents, the Owner at its option may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project.

5.08 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.04 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed in writing by the Owner and Engineer to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

B. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

C. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have the authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed Monday through Friday, 7:00 a.m. till 5:00 p.m., excluding holidays, and shall comply with the Village of Wellington's Noise Ordinance. Contractor will not permit overtime work or the performance of Work on a Sunday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions and warranties of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. Contractor shall adhere to the Schedule established in accordance with Paragraphs 2.05 and 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Owner/Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply generally to the Progress Schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto;

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved in writing by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order. Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Owner or Engineer may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Application for Payment.

E. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

F. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the work to be performed by any specific trade.

H. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. The agreement(s) between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same. It is further agreed that all subcontracts and material and equipment purchase contracts entered into by Contractor or its subcontractors or material suppliers, shall contain a provision stating that the Owner may bring Claim(s) directly against any subcontractor of Contractor for breach of Contract, warranty rights, quality of workmanship, and create third party beneficiary rights of Owner in said agreements. Additionally, nothing contained in this Contract shall constitute an assignment of Contractor's rights against the Owner or create any third party beneficiary rights in any subcontractors or material and equipment suppliers of Contractor. The purpose of this provision is to allow the Village, in addition to Contractor, to make claim for damage or indemnification directly against any subcontractors or material and equipment suppliers that may be ultimately responsible for defects or deficiencies in the Work or materials and equipment. Further, to the extent requested by Owner, Contractor shall deliver copies of all Subcontract and Supplier agreements, purchase orders and invoices to Owner.

6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. [Paragraph intentionally left blank.]

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Nothing herein shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in §768.28, Florida Statutes.

6.08

A. Intentionally Deleted.

6.09 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known as of the Effective Date of the Agreement having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Sales Tax shall be paid in accordance with the Sales Tax Recovery Program Special Conditions when applicable, as determined by the Owner and/or Engineer.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work. Nothing herein shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents. If Contractor fails to keep the Site and other areas clean on a daily basis and/or as a condition to Substantial Completion, Owner shall have the right to deduct costs incurred by Owner to keep the Site and other areas clean and free from accumulations of waste.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property including but not limited to property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at no additional cost to the Owner or Engineer.

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor shall comply with the Trench Safety Standards provided by OSHA's Excavation Safety Standards, 29 CFR §1926.650 Subpart P and Fla. Stat. §553.60-§553.64 (1990) (inclusive).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Construction Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

   a. Submit number of copies specified in the General Requirements.

   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*:

   a. Submit number of Samples specified in the Specifications.

   b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

   a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Contractor warrants to Owner that all materials and equipment furnished for the Project will be new unless otherwise specified and that all Work for the Project, will be of first quality, free from faults and defects, fully functional, and in conformance with the Contract Documents. The Work shall be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Contractor's warranty and the warranty of all Subcontractors and suppliers shall be for a period of one (1) year from date of substantial completion or longer, as may be stated in an Extended Warranties. All Work for the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall, within three (3) working days of written notice from Village, correct any Work that fails to conform to the requirements of the Contract Documents and unconditionally guarantees and warrants that it shall correct at its sole cost and expense any defects due to faulty materials, equipment and/or workmanship which appear within a period of one (1) year from the date of substantial completion or such longer time required by the Contract Documents for particular items (the "Extended Warranties"). The Contractor shall bear all costs of correcting such defective work. Contractor and Subcontractor warranties expressly also include all statutory warranties, all of which are specifically and expressly incorporated herein by reference. The Contractor shall also provide warranties from manufacturers for the specified items and systems within the Contract Documents and may include Extended Warranties. Notwithstanding anything set forth in the Manufacturers' Warranties to the contrary, those items specifically covered by the Manufacturers' Warranties and any disclaimers and limitations on liability shall in no way be deemed to limit Contractor's warranties and liability herein and are in addition to and not in lieu of the Contractor's warranties. These obligations shall survive termination of this Agreement. If Contractor should default in the performance of any of its warranty obligations, it shall be responsible for all damages, fees or costs incurred by the Owner in enforcing the warranty provisions of this Article, including, but not limited to, all attorney's fees, engineering and consulting fees or other expenses incurred. Without limiting the generality of the foregoing, if any warranty repairs are not performed within the specified time, emergency repairs performed by others shall not void the warranty and the Contractor shall reimburse the Owner for all costs incurred in connection with the performance of such repairs. This warranty is in addition to and not in lieu of any other warranties, express or implied, which may be provided by Laws and Regulations.

B. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any acceptance by Owner or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

6.20 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.20, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. The Owner will serve as the Owners Representative. All communication relative to Contractors obligation under Agreement shall be through the Owner.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents, including, without limitation, (i) geotechnical engineering survey; (ii) other applicable land surveys; (iii) environmental studies of existing facilities; and (iv) all applicable reports regarding water intrusion and contamination, all of which are attached as **Composite Exhibit "C"**. Unless otherwise provided for under the Contract Documents, the Owner shall provide said information in a timely manner and Contractor shall not rely on such information without independently confirming that, in the Contractor's professional judgment, the information is reliable and accurate.

8.04 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.05 Evidence of Financial Arrangements

A. Upon written request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.06 Compliance with Safety Program

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable

requirements of Contractor's safety programs of which Owner has been informed in writing in accordance with the Contract Documents.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

A. The Owner will serve as the Owners Representative. All communication relative to Contractors obligation under Agreement shall be through the Owner.

B. The Owner will act as the Engineer during construction unless otherwise notified by Owner.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will advise the Owner of any defective or non-conforming Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (the "Listing") which will be distributed to Contractor and , as provided in Paragraph 9.09. If any conflicts exist between the Listing and Paragraph 9.09, the terms and conditions of the Listing shall govern. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as presented at the Pre-Construction Meeting.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, Contractor shall so notify Owner in writing within five (5) business days of receipt of the Field Order, and if the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will

prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed. Owner shall also have the same rights as Engineer to reject Work which it believes to be defective, which it believes will not produce a completed Project that conforms to the Contract Documents, or which it believes that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 14 days of the event giving rise to the question.

B. In no event, shall Contractor cease performance of the Work as the result of referring a matter to the Engineer regarding or relating to the acceptability of the Work and/or the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work.

C. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05.

D. Engineer's written decision on the issue referred will be neither final nor binding on Owner and Contractor, and is subject to the provisions of Paragraph 10.05.

E. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Construction Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Construction Change Directive, a Claim may be made therefor as provided in Paragraph 10.05, but Contractor shall be required to perform the Work and Owner shall be required to continue to make undisputed payments under the Contract Documents.

C. Any changes in the Work or any adjustment in the Contract Price or the Contract Time shall only be made upon written Change Order or Construction Change Directive as provided herein. If Contractor proceeds with such work without obtaining a written Change Order or Construction Change Directive, it shall be assumed that Contractor has performed such work at no additional charge. The requirement for writing under this Article cannot be waived

10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, authorized by written Change Order or Construction Change Directive, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders & Construction Change Directives

A. A Change Order shall be based upon agreement between the Owner and Contractor and approved by Engineer, based on auditable documentation of the costs incurred, if any, and shall be executed upon any of the following:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Construction Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05 if agreed to by the parties.

B. Among other circumstances, a Construction Change Directive may be issued where the Contractor believes it is entitled to a Change Order or otherwise to an increase in the Contract Price or Contract Time, but the Owner does not agree or if the parties cannot agree on the amount or duration of any change to the Contract Price or Contract Time. In such event, the Contractor is obligated to perform the Work described in the Construction Change Directive in accordance with this Paragraph. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive. A Construction Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.

1. If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:

a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

b. Unit prices stated in the Contract Documents or subsequently agreed upon;

c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

d. As provided in Article 11.

3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner and Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Contract Time. Disagreement as to the adjustment to the Contract Price or Contract Time shall not excuse Contractor from its prompt performance of the Work described in the Construction Change Directive.

4. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

5. Deductions of Work ("Deductive Change Orders"). The Owner reserves the right to remove any items from the scope of Work in the Contract Documents by Deductive Change Order. Such deduction shall be determined by the Engineer using the Contractor's Schedule of Values. The deductions, if any, shall not be considered a cardinal change to the Agreement. The parties hereto recognize that the Owner has materially relied on this provision in entering into contract with Contractor. Such value deduction shall be conclusive as it relates to utilizing the Contractor's Schedule of Values.

10.04 Notification to Surety

A. Any bonds issued in connection with the Work shall contain a provision that surety waives notices of any changes to the Contract Documents. However, to the extent any notice of any changes to the Contract Documents requires notice to any surety, the giving of any such notice will be Contractor's responsibility.

The amount of each applicable bond shall automatically be adjusted to reflect the effect of any such change.

10.05 Claims

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09 of the General Conditions, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims, unless Engineer fails to render a decision in the time periods required by the Contract Documents.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 14 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 30 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.A. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.A. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 14 days after receipt of the last submittal of the claimant or the last submittal of the opposing party if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 14 days, the Claim shall be deemed denied.

E. Engineer's written decision shall not be binding on the parties unless expressly agreed to by the parties.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 –ALLOWANCES & UNIT PRICE WORK

11.01 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents as part of **Exhibit "G"** and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer. Unless otherwise provided in the Contract Documents:

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts;

2. Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, general conditions, insurance, bonds and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances; and

3. whenever costs for the actual allowance item (materials and equipment) are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under this Paragraph and (2) changes in Contractor's costs.

Contractor shall notify Owner to make selection of materials and equipment under an allowance in sufficient time to avoid delay in the Work.

11.02 Contingency

A. Any contingency listed in the Schedule of Values (the "Contingency") may only be utilized by the Owner, in its sole discretion, for any purpose, including, but not limited to covering unanticipated costs in the Work. The Contractor shall not be entitled to use the Contingency without the prior written approval of Owner, which may be withheld in its sole discretion. In no event shall the Contingency be used for the Contractor's gross negligence; for costs reasonably recoverable from insurance, subcontractors, supplier or sureties; for funding punch list work; for funding the coordination of subcontractors and other entities; for resolving conflicts in the field; for funding costs incurred as a result of a default on the part of Contractor unless Owner approves in writing, or for any other direct costs of performance not approved in writing by Owner. Any Contingency that is not used (the "Contingency Savings") will accrue 100% to the Owner and shall result in a credit to Owner and result in a reduction towards to the outstanding balance of the Contract Price.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Contractor may not make a Claim in accordance with paragraph 10.05 for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such item(s) in the Contract Documents. Owner may make a claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if the Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of such decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

12.03 Delays

A. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Time, if such delay results in an impact to the critical path of the schedule as determined by Engineer. Such an adjustment in the Contract Time shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03. Claims for abnormal weather conditions shall be documented by data substantiating the weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. No extension of the Contract Time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Owner. The parties agree that time is of the essence in the performance of this Agreement.

B. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

C. Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delays within the control of Contractor, any Subcontractor, Supplier or any other person or entity for which Contractor is responsible.

D. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner 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 be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Notice of all defective Work of which Owner has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests over the Work and Site will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give no less than forty-eight hours notice to Engineer and Owner for all required inspections, tests, or approvals, except as otherwise provided, and shall cooperate with inspection and testing personnel to facilitate required inspections, tests or approvals.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. for inspection, tests, or approvals due to defective or non-conforming Work, or as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

13.04 Uncovering Work

A. If any Work (or the work of others) that is to be inspected, tested, or approved pursuant to Paragraph 13.03 above, is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Uncovering Work shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

B. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

D. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

E. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them. Notwithstanding the foregoing, any stoppage ordered in the Work by Owner, shall not result in a Claim for

an increase in the Contract Price or Contract Time by Contractor.

13.06 Correction or Removal of Defective Work

A. Within three (3) days after receipt of written notice from the Engineer, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed, or for the remaining period of time of any applicable special guarantee by the Contract Documents, whichever is longer.

D. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not

otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective or Non-conforming Work

A. If Contractor fails within three (3) days after written notice from Engineer to correct defective or non-conforming Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs and all costs for acceleration, additional forces or overtime) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. Further, Owner's exercise of its rights under this Article shall not be construed to be a waiver of liquidated damages for delay and shall be in addition to any other or further remedies available Owner under the Contract Documents.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established pursuant to Paragraph 2.05.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner/Engineer.

14.02 Progress Payments

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment to be paid by Owner (but not more often than once a month), Contractor shall submit to Engineer and Owner for review an Application for Payment on AIA forms G702 and G703 and filled out and signed by Contractor based on the completion and progress of the project, and for Unit Price Work, based on the number of units completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. For the Unit Price Work, Contractor shall not be entitled to payment for the performance of any quantities of the Unit Price Work unless prior to performing same the quantities are verified and approved, in writing, by the Engineer. If the Contractor proceeds with any Unit Price Work without obtaining the prior written approval of the Engineer, the Contractor shall not be entitled to payment for the performance of such Unit Price Work. If payment is requested on the basis of materials and equipment not

incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Notwithstanding the foregoing, each Application for Payment shall show a complete breakdown of the Project components, the quantities completed and the amounts due, together with such data substantiating the Contractor's right to payment and such supporting evidence which may be requested by the Engineer or Owner including, but not limited to: (a) all Subcontractor requisitions; (b) where required by any manufacturers for extended warranties, inspection certificates or other acceptable documentation confirming the acceptable completion of any and all required inspections for the Work performed for which payment is being made; (c) all monthly reports required by any federal, state or local requirements including.

2. In addition, as a further condition to payment of each progress payment, Contractor shall: (i) submit partial release of lien from Contractor for the current Application for Payment, submit partial releases of lien from all laborers, material suppliers and Subcontractors through the date of the last payment made, and such other evidence that the Owner may reasonably require substantiating that all Work which is the subject of each such Application for Payment has been performed. The releases of lien form shall conform to the Florida's Construction Lien Law 713.01 et. seq. and/or Fla. Stat. § 255.05, and shall be in such forms as approved by the Owner. An updated Progress schedule shall be submitted at least monthly to the Owner and Engineer**.** Submission of the updated Progress schedule shall not serve as notice of delays and shall not be construed as Owner's consent to extensions of the Contract Time. Each Application for Payment shall be submitted in triplicate to the Engineer for approval.

3. Beginning with the second Application for Payment, each Application of Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work, have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment. Commencing with the second Application for Payment, each Application for Payment shall also include unconditional partial releases of lien from all laborers, material suppliers and Subcontractors covering the prior progress payment to Contractor.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement and shall be in accordance with Florida law.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application for Payment to Owner or return the Application for Payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application for Payment.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated in the most recent Progress Schedule;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment, Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work of Contractor;

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A;

   e. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor;

   f. Failure of Contractor to make payments properly to Subcontractors or suppliers or for material or labor;

   g. Damage to the work of another Contractor, Subcontractor, supplier, materialmen, party, or person not remedied;

   h. Liquidated damages pursuant to Article 4.2 and 4.3 of the Agreement; and

   i. Any other breach of the Agreement by Contractor.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation or no later than the 10th day of the following month, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

2. When the Contractor herein receives payment from the Owner for labor, services or materials furnished by subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law. Further, when a subcontractor receives payment from the Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment.

3. The receipt of each progress payment by Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except for those expressly made in writing by that payee as disputed and unsettled at the time of the subject progress payment.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full or any amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. For any of the reasons which the Engineer may withhold or reduce certification of payment pursuant to Article 14.02(B)(5) or Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full or any amount recommended by Engineer, Owner will give Contractor written notice within three (3) days of receipt of Engineer's certification (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action. Any amount withheld by Owner shall not give rise to a reason or justification for Contractor to stop performing the Work, provided Owner complies with the notice requirement stated herein and pays any undisputed amounts.

3. The Owner may, but shall not be obligated to, upon the issuance of a notice of non-payment by a Subcontractor, supplier or materialmen, or any other lienor, or claimant as defined by §255.05, Florida Statutes, make all or any portion of any progress payment by check payable jointly to the order of Contractor and any lienor giving timely notice, or may make such payment directly to such lienor and deduct said sum from the balance then due Contractor. However, such payment, if made, shall not create any third party beneficiary or other rights in such lienor or claimant. In making such payments to lienors or claimant, the Owner shall require such lienor or claimant to execute the applicable release of lien or the Waiver of Right to Claim Against Bond form in accordance with §255.05, Florida Statutes.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use and that the following minimum requirements are met:

1. The Work is complete, ready for occupancy, and all persons or entities having jurisdiction over the Project have issued the appropriate permits, authorizations, and temporary certificates of occupancy for the Project, and the Work has passed all necessary inspections;

2. The exterior elements, such as Site cleanup and restoration (including without limitation removal of all excess materials, rock, sand, paving, debris, supplies, equipment, temporary structures, and trailers), paving, parking, landscaping and exterior building finishes, the interior spaces and finishes of the Work and all mechanical, electrical, plumbing and technical systems required by the Contract Documents, fire and life safety systems, are complete and fully operational and are ready for occupancy, the Contractor has submitted the Contractor's punch list with respect to such items and they have been inspected and approved by the Engineer and Owner as to scope, number, and content;

3. All warranties required by the Contract Documents have been delivered to Owner;

4. All equipment manuals and operational videos have been delivered to Owner and training by Contractor of Owner's staff is complete; and

5. The Owner has issued the Certificate of Substantial Completion, based on recommendation of Engineer concurrence that the required conditions has been satisfied.

B. When Contractor considers the entire Work ready for its intended use and all other requirements of Article 14.04A. have been satisfied, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion. The Owner may, at its sole discretion, accept portions of the Project separately, in which event the applicable parts of this Article 14.04A. shall apply to such portions of the Project;

C. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

D. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a recommendation for approval of Substantial Completion. There shall be attached to the recommendation a list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the engineer's recommendation during which to make written objection to Engineer as to any provisions of the recommendation or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the their recommendation to Owner, notify Contractor in writing, stating the reasons therefor and revise the final punch list accordingly. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Contractor must complete all punch list items to the satisfaction of the Owner prior to Final Payment.

E. At the time of delivery of the engineer's recommendation for Substantial Completion, Engineer will clarify to Owner and Contractor as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

G. Final Punch List. In accordance with Section 218.70, Florida Statutes, following Substantial Completion, the Owner, Contractor and Engineer shall work together to supplement and finalize a list of items required

to be completed for final completion of the Project, and the estimated cost to complete each item on the list, within the following time frames:

1. For construction projects having an estimated cost of less than $10 million, within 30 calendar days after reaching Substantial Completion of the Work; or

2. For construction projects having an estimated cost of $10 million or more, within 30 calendar days, or, if extended by contract, up to 45 calendar days after reaching Substantial Completion of the Work.

Within five days after the punch list has been developed, Contractor shall deliver a copy of the list to Owner and Engineer. The failure to include any corrective work or pending items not yet completed on the final punch list or any punch list does not alter the responsibility of the Contractor to complete all of the Work in accordance with the Contract Documents. Within 20 business days after the final punch list is created, the Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to 150 percent of the estimated cost to complete the items on the final punch list. Contractor shall complete the final punch list items within the time periods specified above. Upon completion of all items on the final punch list, the Contractor may submit a payment request for the amount withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract, the Owner may continue to withhold up to 150 percent of the total costs to complete such items.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.for that part of the Work.

2. With Owner's approval, Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work. However, in no event shall Owner or Engineer be obligated to deem a portion of the Work substantially complete or otherwise partially accept the Work. Owner may seek partial occupancy or use whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for completion or correction of the Work and commencement of warranties required by the Contract Documents.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.08 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in

writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified in the final punch list and during the final inspection has delivered, in accordance with the Contract Documents, all maintenance and operating instructions not previously delivered , schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled;

   d. complete and legally effective final releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work;

   e. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;

   f. the final certificate of occupancy and all final governmental and utility authority permits have been issued;

   g. Contractor has delivered to Owner all previously undelivered manufacturer and Subcontractor guarantees and warranties, and/or instruction manuals for appliances and equipment;

   h. Contractor has delivered to Owner and Engineer all shop drawings, revised plans and final, complete and coordinated "as built" drawings in CAD and hard copy for the Work [including, without limitation, structural drawings, mechanical drawings (e.g., plumbing, air conditioning, fire sprinkler, etc.) and electrical drawings] detailing all changes or deviations from the original design;

   i. Contractor has fully cleaned and restored the Site with respect to all of the final punch list work;

   j. all temporary utilities are disconnected; and

   k. Contractor has complied with all other requirements of the Contract Documents and all requirements of Owner.

3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and

Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

2. Owner may withhold final payment to such extent as may be necessary on account of:

   a. Defective Work not remedied;

   b. Claims filed or reasonable evidence indicating probable filing of claims by other parties a against Contractor;

   c. Failure of Contractor to make payments properly to Subcontractors or suppliers or for material or labor;

   d. Damage to another contractor, subcontractor, supplier, materialmen, party, or person not remedied;

   e. Liquidated damages;

   f. As-built drawings not being in current and acceptable state; and/or

   g. Any other breach of this Agreement by Contractor.

3. When the above grounds are removed or resolved or Contractor provides a surety bond or a consent of surety satisfactory to Owner, which will protect Owner in the amount withheld, payment may be made in whole or in part, as applicable.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making of any payment, including final payment, shall not constitute a waiver of claims by the Owner or a waiver of any of Contractor's continuing obligations.

B. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer. Contractor shall resume the Work Upon written notification from Owner. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of or failure to comply with Laws or Regulations of any public body having jurisdiction or the authority of the Engineer;

3. Contractor's failure to make payment to Subcontractors for services, materials or labor in accordance with the respective agreements;

4. Contractor is otherwise guilty of a material breach of a provision of the Contract Documents;

5. Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing;

6. Contractor admits in writing his inability to pay his debts generally as they become due, or if the Contractor makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; and

7. Contractor submits an Application for Payment, sworn statement, waiver of claim, affidavit or document of any nature whatsoever which is intentionally falsified.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor and its surety shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their

reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Owner, in its sole discretion, may choose not to terminate Contractor's services if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 15 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a public construction bond, that bond shall incorporate the provisions of this Agreement.

15.03 Owner May Terminate For Convenience

A. The Owner may terminate this contract for convenience upon providing Contractor fourteen (14) days written notice of the same. If this Contract is terminated as provided herein, the Contractor shall be paid for all completed and acceptable Work executed and allowable and proven demobilization expenses incurred due to such termination. Payment shall include services actually performed in full prior to termination date, but shall exclude all lost profits, direct, indirect, consequential, special damages, or other damages for the remainder of the Project.

If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this Paragraph 15.03A., and the Contractor shall not be entitled to damages or loss of profits, consequential, indirect, or special damages, but may be entitled to all items as authorized herein.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon fourteen (14) days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner for call completed and acceptable Work executed and allowable and proven demobilization expenses as a result of such termination, but in no event shall Contractor be entitled to any lost profits, overhead, direct, indirect, consequential special damages or other damages for the remainder of the Project.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 –

16.01 [This paragraph intentionally left blank].

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed

to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, Federal Express or other similar carrier with signature required to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by Contractor, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the State of Florida. Any legal proceeding arising from the Contract Documents shall be brought only in a court of competent jurisdiction in Palm Beach County, Florida.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

EXHIBIT "B"
SIGNING AUTHORITY



Detail by Entity Name

Florida Limited Liability Company
CROM, LLC

Filing Information

Document Number	L14000042855
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Event Effective Date	NONE

Principal Address

250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Changed: 04/18/2017

Mailing Address

250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Changed: 04/18/2017

Registered Agent Name & Address

Corporation Service Company
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 04/26/2016

Address Changed: 08/27/2015

Authorized Person(s) Detail

Name & Address

Title Manager

Pomeroy, Jeffrey
250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Title Manager

Tillman, Samantha
250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Title Manager

OYENARTE, ROBERT G.
250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Title Manager

Shinskey, Dale
250 SW 36th Terrace
Gainesville, FL 32607

Title Authorized Representative, Treasurer

Pomeroy, Jeffrey
250 SW 36th Terrace
Gainesville, FL 32607

Title MGR

TEWS, DANIEL
250 SOUTHWEST 36TH TERRACE
GAINESVILLE, FL 32607

Annual Reports

Report Year	Filed Date
2024	04/21/2024
2025	01/09/2025
2026	01/29/2026

Document Images

03/23/2026 -- LC Amendment	View image in PDF format
01/29/2026 -- ANNUAL REPORT	View image in PDF format
01/09/2025 -- ANNUAL REPORT	View image in PDF format
04/21/2024 -- ANNUAL REPORT	View image in PDF format
10/27/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
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03/30/2022 -- ANNUAL REPORT	View image in PDF format
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03/13/2014 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations



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Fictitious Name

CROM COATINGS AND RESTORATIONS

Filing Information

Registration Number	G17000067719
Status	ACTIVE
Filed Date	06/20/2017
Expiration Date	12/31/2027
Current Owners	1
County	ALACHUA
Total Pages	2
Events Filed	1
FEI/EIN Number	59-0702495

Mailing Address

250 SW 36TH TERRACE
GAINESVILLE, FL 32607

Owner Information

CROM, LLC
250 SW 36TH TERRACE
GAINESVILLE, FL 32607
FEI/EIN Number: 59-0702495
Document Number: L14000042855

Document Images

06/20/2017 -- REGISTRATION View image in PDF format

06/19/2022 -- Fictitious Name Renewal Filing View image in PDF format

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EXHIBIT C
SPECIFICATIONS

WELLINGTON PRESTRESSED COMPOSITE TANK CLEANING AND INSPECTION

PART 1: GENERAL

1.01 SCOPE

A. These specifications cover the requirements for the Village Utility to conduct its 5-Year Storage Tank Inspection and Cleaning by cleaning of the six (6) prestressed composite ground level water storage tanks in the Village of Wellington. The goal of the inspection is to review the status of each tank and its structural integrity, and to determine what measures, if any, are necessary to remedy deficiencies so that the longest useful lift of the tank can be realized in meeting the intent of the Florida Administrative Code Chapter 62-555.350.

There are four (4) tanks at the Utility Central Operations Site (Tanks 1-4) and one (1) tank each at the two (2) remote booster station sites. Tank capacities are listed as below:

TANK	MG
1	0.25
2	1.0
3	1.0
4	2.0
Booster Tank 1	2.0
Booster Tank 2	2.0

Any repair work will be conducted under a separate proposal from the initial proposal to inspect and clean the tanks.

1.02 QUALIFICATIONS & EXPERIENCE OF THE CONSTRACTOR

A. The Contractor shall be a firm with at least 10 years' experience in the construction of wire-wound circular prestressed composite tanks; and shall give satisfactory evidence that it has the skill, reliability, and financial stability to maintain the tank in accordance with the quality required by these specifications. The Contractor shall have performed the same services on at least 10 dome-covered prestressed composite tanks of equal size or larger, which meet these specifications and which are now giving satisfactory service.

B. The Contractor shall have on its staff a full-time Professional Engineer, who shall have no less than five (5) years' experience in the design and field construction of circular prestressed composite tanks, and who shall be in charge of the work to be done. All required reports shall carry the seal of such registered Florida Professional Engineer.

1.03 SUBMITTALS

A. Submit to the Owner a complete set of signed and sealed completion reports. A separate signed and sealed report will be required for each tank. Reports shall be submitted within 30 days of the inspection.

1.04 GUARANTEE

A. The Contractor shall guarantee workmanship and materials on any maintenance performed (additional service) on the tanks for a one-year period from date of acceptance of the work. In case leakage or other defects appear within the one-year period, the Contractor shall promptly repair the tank at its own expense upon written notice by the Owner that such defects have been found. Leakage is defined as damp spots, oozing or flowing liquids appearing on the exterior of the tank, the source of which is from the inside of the tank.

1.05 TANK CLEANING, INSPECTION, AND REPORTING

A. Inspection Services:

1. Inspection services shall be provided in one (1) tank at a time. Each tank can be out of service no longer than five (5) calendar days.
2. The Contractor shall perform the removal and reinstallation of manhole covers as required.
3. The Contractor shall provide confined space certified personnel for entry into each tank.
4. The Contractor shall provide tank cleaning to meet the requirements of Florida Administrative Code 62- 555.350: Rinsing sediment from the tank floors and walls at a minimum pressure of 150psi sufficiently so that they are clean enough to inspect. The mixture of wash water, sediment and debris shall be removed from the tank and disposed of offsite. While performing work on potable water tanks, Contractor must specifically use equipment only for potable water use.
5. The Contractor shall perform an on-site visual inspection and evaluation of the exterior and interior of the ground storage tanks including:
   a. Wall Foundation or Footing and Wall Exterior:
      i. Wall foundation or footing, if exposed, (dips, damp spots, bearing and/or joint filler pads, if present, and gap between wall and subgrade or wall and footing)
      ii. Cracks and hollows
      iii. Architectural finish coating (paint)
      iv. Manhole condition (cover, frame, bolts, and gasket)
      v. Pipe sleeves, if present, (frame and seal by modular, mechanical type, synthetic rubber "link" units)
      vi. Ladder, if present (risers, rungs, wall brackets, all connections including welds, shotcrete boss, fasteners, and safety rail)
      vii. Liquid level indicator, if present (fiberglass board, target, wall brackets, connections, shotcrete boss, precast concrete curb on dome, fasteners, cables, float, pulleys, and mechanism)
   b. Dome Exterior:
      i. Check for cracks and hollows
      ii. Check for spalling
      iii. Check architectural finish coating (paint)
      iv. Hatch (precast concrete curb, fiberglass cover, insect barriers, hasp, fasteners, and mechanism)
      v. Ventilator (precast concrete curb, fiberglass housing, screens around circumference and on bottom, fasteners, and caulking)
      vi. Aerator, if present (screens, fiberglass, bolts)
      vii. Overflows, if present (precast concrete, screens, fasteners, and caulking)
      viii. Handrail, if present (rails, posts, toe-boards, flanges, brackets, all connections including welds, and fasteners)
   c. Wall Interior:
      i. Shrinkage cracks and hollows
      ii. Spalling

iii. Ladder, if present (risers, rungs, wall and base brackets, braces, connections, shotcrete bosses, fasteners, and safety rail)

d. Floor Interior:

i. Cracks (note size and length)

ii. Pipes (encasements, coatings, support brackets, and bolts)

iii. Waterstop, if applicable (irregularities, holes, encasement)

iv. Gap between wall and waterstop, if applicable

e. Dome Interior:

i. Check for exposed reinforcing steelbars

ii. Check for exposed welded wire fabric

iii. Check for damage from chemical attack

6. The Contractor shall provide comprehensive written reports for each tank (three signed and sealed hard copies and one electronic copy) signed and sealed by a Professional Engineer as required by FAC 62-555.350 including a photographic record of the inspections with recommendations resulting from the technical review of the inspection findings.

B. Disinfection

1. The Contractor shall disinfect each tank in accordance with the requirements of the AWWA C652 and regulations of the state of Florida before returning the tank to operations. The Contractor shall provide all necessary equipment, materials, and labor in order to complete the disinfection process.

2. Contractor shall submit the Disinfection Plan to Owner for approval prior to conducting any work.

C. Bacterial Testing

1. The Contractor shall perform bacteriological testing on the full facility in accordance with regulations of the State of Florida.

2. The Contractor shall be responsible to repeat the disinfection process if bacteria samples are unsatisfactory and Contractor shall repeat disinfection process until bacteria samples are completed satisfactorily.

3. The Contractor shall submit passing test reports to the Owner prior to placing the tanks back into service and proceeding to the next tank.

D. Reporting Requirements

1. The Contractor shall prepare a report, which presents in tabular and narrative form the information, data, assessments, and professional recommendations for the items in the following paragraphs. Each tank shall be addressed separately.

2. General information required for each tank:

a. Location and address of tank
b. Name of tank erectors
c. Date of erection
d. Type of tank
e. Tank capacity

f. Tank diameter
g. Overflow elevation
h. Bottom elevation
i. Number of columns, if applicable
j. Date of last inspection (to be provided by Owner)
k. Method of last inspection (in the dry or in the wet) (to be provided by Owner)
l. Name and address of the firm performing the most recent previous inspection (to be provided by Owner)
m. Date of last interior cleaning and type of cleaning (drained washout or full tank vacuum) (to be provided by Owner)
n. Date of inspection
o. Name(s) of inspectors

3. The report shall include the following coating information for each tank:
    a. Date of last recoating - interior and exterior
    b. Coating materials used in last recoating - interior and exterior.
    c. Coating method used on previous coating (overcoat versus blast and recoat)

4. The report shall include a description of the following conditions associated with each tank:
    a. Tank Foundation: including cracks, evidence of settlement, anchor bolts, chars
    b. Tank Exterior: including cracks, corrosions, efflorescence, all tank penetrations, and coating condition
    c. Tank Interior: including cracks, corrosion, coating condition, all tank penetrations, and sediment accumulation
    d. Ladders: including ladder type, corrosion, structural integrity of sides, rungs and connection and fall protection system
    e. Accessories: including all vents, hatches, overflow, water level indicator, cathodic protection, and obstruction lighting

5. The report shall provide a summary of the following:
    a. Structural integrity: structural condition of each tank
    b. Coating integrity: coating condition, estimated service life remaining.
    c. Water Quality Security: site security, tank access security and water security assessment and recommended repairs
    d. Operation Safety: personnel access safety
    e. Recommended Maintenance Program

6. Tank cleaning, Inspection and Reporting
    a. Recommendations of repairs including urgency and estimated cost

7. The report shall include photographic and audio-visual documentation of the following:
    a. Photographs of all items noted on report
    b. Tank Exterior
        i. Provide a clear, narrated audio-video recording of the tank site and surroundings
        ii. Provide photographs of problem areas

c. Tank Interior

i. Provide photographs of problem areas

END OF SECTION

EXHIBIT “D”

Public Construction Bond

Bond No.: _____

Project No.: _____

BY THIS BOND, We _____, a corporation whose principal business address and telephone number are _____ as Principal and _____, a corporation whose principal business address and telephone number is _____, as Surety, are bound to the **Village of Wellington**, herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____ , between Principal and Owner for construction of **FIVE (5) YEAR WATER TREATMENT PLANT (WTP) STORAGE TANK CLEANING AND INSPECTION SERVICES** , the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, 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

3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. 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.

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.

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.

DATED ON _____ ,_____

PRINCIPAL_____

(A Florida Corporation, licensed to do business in Florida)
ADDRESS_____

(Signature of President or Vice President)

BY: _____Typed Name, Title: _____

ATTEST:
(Signature of other corporate officer)

BY:_____Typed Name, Title: _____

(Corporate Seal) (if available)

(SURETY SIGNATURE BLOCK)

_____, SURETY (Type Name)

ADDRESS: _____

BY: _____
(Signature)

Type Name:_____, its attorney-in-fact

(Power of Attorney must be attached)

WITNESS SIGNATURE: _____PRINTED NAME: _____
WITNESS SIGNATURE: _____PRINTED NAME:_____

IMPORTANT: Surety companies executing this Bond must appear on and have sufficient bonding capacity per the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

EXHIBIT "F"

SALES TAX RECOVERY PROGRAM SPECIAL CONDITIONS FOR OWNER FURNISHED MATERIALS AND EQUIPMENT

During the course of this Project, Wellington (hereinafter referred to as "Owner") may issue a Change Order or Change Orders to delete from the contract certain items that the Owner desires to purchase directly and furnish to Contractor for use in the Project. Contractor agrees that if Owner desires to issue such Change Order(s), Contractor will assist the Owner in identifying appropriate materials and equipment to be included in the Change Order(s), will execute such Change Order(s) and will participate in this tax savings program at no additional cost to the Owner. Furthermore, Contractor agrees to abide by and comply with the following Special Conditions.

1. Sales and Use Taxes. The Owner is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the "Project". The Owner shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as agreed to by the Contractor and agreed upon by the Owner in the form of a Change Order. All direct purchases of materials and equipment shall be made by the Owner with funds specifically allocated for the construction of the Project. Material suppliers shall be competitively bid by the Contractor and its subcontractors . The Contractor shall furnish to Owner with its bid a detailed list of all materials, equipment and supplies necessary for Contractor to perform the Work ("Materials and Equipment List"). The Materials and Equipment List shall: (1) Identify all of the materials and equipment to be purchased by or through Contractor as part of the Work in such detail as may be required to adequately identify the materials and equipment; (2) Include the name of each intended supplier, vendor or manufacturer of the materials and equipment necessary for Contractor to perform the Work; and (3) include price quotes from all intended vendors, suppliers, or manufacturers of all construction materials and equipment necessary for Contractor to perform the Work. This Materials and Equipment List shall be submitted as part of the Contractor's Bid, and as part of the preliminary Schedule of Values. The Contractor shall notify the Owner no later than **10 calendar days** after request by Owner of the requested materials and equipment to be purchased by the Owner for the Project. The standard Owner Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier of equipment to be provided under the Sales Tax Recovery Program shall be obligated to meet the requirements of the Owner of Wellington Terms and Conditions and the Project Technical Specifications.

1.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment , including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that are required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the Owner: (b) prepare a requisition for such materials and equipment on the Owner's form of requisition: and (c) deliver any such requisition to the Owner no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. . The Owner shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The Owner shall include with any such Purchase Order, a copy of the Owner's sales and use tax exemption certificate and a copy of the Owner's Certificate of Entitlement required under F.A.C. Rule 12A-l. 094(4)(c). The Owner shall make direct payment to the vendor from the Owner's account.

1.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the Owner shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the Owner in writing and the Owner shall reject such material and equipment.

1.3 The Owner shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the provisions of section 1.10 below. The Owner or

Contractor shall maintain Builder' s Risk Insurance for the full insurable value for all materials and equipment purchased as a result of the Owner Sales Tax Recovery Program herein. This coverage shall be in addition to all other coverage required in Section 1.11 below or as otherwise provided in these Contract Documents.

1.4 To the extent that materials and equipment are purchased pursuant to the Owner's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.07 times the cost of the materials and equipment purchased directly by the Owner.

1.5 Savings and Overruns. The Contractor shall use its best efforts to purchase all materials and equipment required as part of the Work at the best price. All buyout savings realized from the purchase of materials and equipment shall inure 100% to the benefit of the Owner. Owner shall not be obligated to pay any additional amounts should the actual cost of the materials, equipment or supplies to be furnished as part of Contractor's Work, exceed the amounts set forth on the Materials and Equipment List.

1.6 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the Owner in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents , inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors or other party. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials and equipment furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.

1.7 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the Owner in accordance with this Special Condition (the "Owner Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as Owner Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of the Owner Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the Owner may require. The Contractor shall deliver to the Owner all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conforn1 exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for Owner Furnished Materials, the Owner shall accept such materials and deliver such invoice to the Owner for payment directly to the vendor.

1.8 The Contractor shall inspect all Owner Furnished Materials to determine that such Owner Furnished Materials conform to the Contract Documents, including the Drawings and Specifications, and to determine prior to incorporation into the Work whether any such Owner Furnished Materials are patently defective, and whether such Owner Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming Owner Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment , (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the Owner, in writing, of the defective or non-conforming condition so that repair or replacement of those Owner Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming Owner Furnished Materi'1;1S, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense .

1.9 The Contractor shall maintain written and detailed records of all Owner Furnished Materials

incorporated into the Work from the stock of Owner Furnished Materials. The Contractor shall account monthly to the Owner for any Owner Furnished Materials delivered to the Site, indicating which Owner Furnished Materials have been incorporated into the Work.

1.10 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all Owner Furnished Materials. All repair , maintenance or damage-repair calls shall be forwarded by the Owner to the Contractor for resolution with the appropriate vendor , supplier or Subcontractor. The Contractor warrants represents and covenants that it shall be responsible for all warranties and guarantees of the Owner Furnished Materials.

1.11 After the Owner takes possession of the Owner Furnished Materials at the Site, possession of the Owner's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of Owner Furnished Materials from the Owner to the Contractor shall constitute a bailment for the mutual benefit of the Owner and such Contractor. The Owner shall be considered the bailor and such Contractor the bailee of the Owner Furnished Materials . Owner Furnished Materials shall be considered returned to the Owner for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project and they are accepted in writing by the Owner upon final completion and acceptance of the Project by the Owner.

1.12 Intentionally Deleted

1.13 The Owner shall not be liable for any interruption or delay damages in the Project by virtue of ordering the Owner Furnished Materials, for any defects or other problems with the Project by virtue of ordering the Owner Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the Owner Furnished Materials.

1.14 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of Owner Furnished Materials delivered to the Site during the prior month and either concur or object to the Owner's issuance of payment to the vendors, based upon such Contractor's records of materials delivered to the Site and whether any of the Owner Furnished Materials for which payment has not been made were either non-conforming or defective.

1.15 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the Owner a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials . Accompanying the list shall be a copy of the applicable Purchase Order, invoice s, delivery tickets , written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner . Upon receipt of the appropriate documentation, the Owner shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released , delivered and remitted directly to the vendor. The Contractor shall assist the Owner to immediately obtain partial or final release of waivers as appropriate. The Owner shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the Owner. There shall be no retention on Owner Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor (s).

1.16 The Contractor and or/the Owner may, in its or their reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the Owner and the Contractor as additional obligees.

Terms and Conditions (Attachment A).

The following Terms and Conditions are applicable to this order entered into by and between the Village of Wellington (referred to hereafter as Buyer) and Vendor (referred to as Seller).

2.1 Seller 's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

2.2 Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant , or client because of race, color, religion, disability, sex, age, national origin, ancestry , marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods , and training selection.

2.3 Any assignment of this order, performance of work hereunder , in whole or in part, or monies due or to become due hereunder , shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

2.4 In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

2.5 Deliveries are to be made during hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

2.6 The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

2.7 In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices. To the extent authorized by law, Seller shall indemnify, save and hold harmless the Buyer, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.

2.8 All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller 's expense.

2.9 Seller must render original invoice to the Buyer, Attention "Project Manager, 12300 Forest Hill Blvd., Wellington, FL 33414"

2.10 By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules, codes and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

2.11 Seller shall save and hold harmless the Buyer, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

2.12 No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

2.13 Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

2.14 Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

2.15 Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

2.16 No endorsement by the Buyer of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

2.17 Quantities specified in the order cannot be changed without Buyer's prior written approval. Goods shipped in excess of quantity designated may be returned at Seller 's expense.

2.18 All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

2.19 Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Buyer Purchase Order.

2.20 The Buyer of Wellington is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer' s Tax Exemption Number in securing such materials.

2.21 Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller will be liable for excess cost of re-procurement. By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

2.22 No provision of Seller's agreement to supply the ordered goods, equipment, or materials shall in any way limit Seller ' s liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Seller's equipment, goods, or materials. Seller's agreement shall not include any provision requiring the Buyer to pay Seller ' s attorney's fees in any dispute or claim arising out of this Purchase Order.

2.23 The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated in this order.

2.24 Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, Florida and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

2.25 Seller acknowledges that the materials being ordered are for incorporation into the Project for Buyer pursuant to a contract with a contractor. Seller agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Seller's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the Buyer with the greatest protection. Regardless of the forgoing all warranties shall be in accordance with the contract documents to which Contractor is bound with the buyer.

END OF SECTION

EXHIBIT "G"
SCHEDULE OF VALUES

			Mobilizations	Level 2 Inspections	Cleanings	Disinfections	Comprehensive Reports	Total
Tank 1		.25 MG	2,950.00	3,500.00	5,265.00	1,515.00	1,500.00	14,730.00
Tank 2		1.0 MG	2,950.00	3,500.00	9,265.00	2,590.00	1,500.00	19,805.00
Tank 3		1.0 MG	2,950.00	3,500.00	9,265.00	2,590.00	1,500.00	19,805.00
Tank 4		2.0 MG	2,950.00	3,500.00	15,985.00	3,520.00	1,500.00	27,455.00
Tank 5	Booster Tank 1	2.0 MG	2,950.00	3,500.00	15,985.00	3,520.00	1,500.00	27,455.00
Tank 6	Booster Tank 2	2.0 MG	2,950.00	3,500.00	15,985.00	3,520.00	1,500.00	27,455.00
								136,705.00
								1230.35 Bond .9%
								137,935.35

EXHIBIT H
CONTRACTOR'S CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

12/31/2026

DATE (MM/DD/YYYY) 12/09/2025

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CROM, LLC 1559575 250 SW 36TH TERRACE GAINESVILLE FL 32607	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Ironshore Specialty Insurance Co 25445 INSURER B : Liberty Insurance Corporation 42404 INSURER C : Employers Insurance Company of Wausau 21458 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22643499 **REVISION NUMBER:** XXXXXXX

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	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	N	IEPUW0031581901	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	AS2-Z91-469956-035	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	XSCUW0031582001	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WCC-Z91-469956-015	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

VILLAGE OF WELLINGTON IS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS ON GENERAL LIABILITY AND AUTO, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

RECEIVED
DEC 15 2025
CLERK

CERTIFICATE HOLDER

22643499
VILLAGE OF WELLINGTON
12300 FOREST HILL BOULEVARD
WELLINGTON FL 33414

CANCELLATION

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

Laura M Agnello

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EXHIBIT "I"
WARRANTY FORMS

CONTRACTOR WARRANTY FORM

PROJECT: **FIVE (5) YEAR WATER TREATMENT PLANT (WTP) STORAGE TANK CLEANING AND INSPECTION SERVICES**

OWNER: VILLAGE OF WELLINGTON

CONTRACTOR:

Contractors does hereby warrant to the Owner, that all labor and materials furnished, and Work performed in conjunction with the above-referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective labor, materials or workmanship. This warranty commences on the date of Substantial Completion of the entire Project (as defined in the Contract Documents), and expires after the later of one year from the date of Substantial Completion of the entire Project, or such longer time periods for particular items according to the specifications listed in the Contract Documents. The consideration for this warranty is the amount of the Contract to Contractor for the performance of Work.

Should any defect or deficiency develop during the warranty period due to improper labor, materials, workmanship or otherwise, the same, including adjacent Work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give the Contractor written notice of defective Work. Should Contractor fail to correct defective Work within three (3) calendar days after receiving written notice, the Owner may, at its option, correct defects and charge the Contractor with the costs for such correction. Contractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to Work which has been abused or neglected by the Owner.

By:_____
Name and Title:
Date:_____

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

My Commission Expires: _____
Notary Public State of Florida at large

SUBCONTRACTOR'S MATERIAL AND WORKMANSHIP WARRANTY FORM

PROJECT: **FIVE (5) YEAR WATER TREATMENT PLANT (WTP) STORAGE TANK CLEANING AND INSPECTION SERVICES**

OWNER: VILLAGE OF WELLINGTON

CONTRACTOR:

SUBCONTRACTOR:

Subcontractor does hereby warrant to the Owner, that all labor and materials furnished, and Work performed in conjunction with the above-referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective labor, materials or workmanship. This warranty commences on the date of Substantial Completion of the entire Project (as defined in the Contract Documents), and expires in accordance with the longer of one year from the date of Substantial Completion or the durations listed in the specifications in the Contract Documents for the Subcontractor's Work. The consideration for this warranty is the amount of the Contract to Subcontractor for the performance of Work.

Should any defect or deficiency develop during the warranty period due to improper labor, materials, workmanship or otherwise, the same, including adjacent Work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give the Contractor and/or Subcontractor written notice of defective Work. Should Subcontractor fail to correct defective Work within three (3) days after receiving written notice, the Owner may, at its option, correct defects and charge the Subcontractor with the costs for such correction. Subcontractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to Work which has been abused or neglected by the Owner.

SUBCONTRACTOR

By:_____
Title:_____
Date:_____

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

My Commission Expires: _____
Notary Public State of Florida at large

EXHIBIT "J"

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **FIVE (5) YEAR WATER TREATMENT PLANT (WTP) STORAGE TANK CLEANING AND INSPECTION SERVICES**
BID NO.:

CONTRACTOR: _____

DATE OF ISSUANCE: _____ NOTICE TO PROCEED DATE: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by CONTRACTOR under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

Definition of Date of Substantial Completion
The Date of Substantial Completion of the work or portion thereof designated by VILLAGE is the date certified by VILLAGE when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work is sufficiently complete in accordance with the Contract Documents including, but not limited to Article 38, so the Project is available for beneficial occupancy by VILLAGE. A Certificate of Occupancy must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

A list of items to be completed or corrected, prepared by VILLAGE, is attached hereto. The failure to include any items on such list does not alter the responsibility of CONTRACTOR to complete all work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

CONTRACTOR
By:_____ DATE:_____
Print Name:_____

In accordance with the Agreement, CONTRACTOR will complete or correct the work on the list of items attached hereto within 15 days from Substantial Completion.

CONTRACTOR
By:_____ DATE:_____
Print Name:_____

VILLAGE accepts the Work or portion thereof designated by VILLAGE as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

VILLAGE OF WELLINGTON
By:_____ DATE: _____

_____
Title

The responsibilities of VILLAGE and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

EXHIBIT "K"

FORM OF APPLICATION FOR PAYMENT

APPLICATION FOR PAYMENT NO. _____

Project: Five (5) Year Water Treatment Plant (WTP) Storage Tank Cleaning and Inspection Services
Contractor: _____
Start Date:_____ Completion Date: _____

Application is made for payment, as hereinafter shown, in connection with this Contract:

Total Work to Date – see attached schedule	$_____
Total Material Suitably Stored – see attached schedule	$_____
Gross Amount Due	$_____
Less 5% Retainage	$_____
Amount Due to Date	$_____
Less Previous Applications	$_____
Amount Due This Application	$_____
Original Contract Price	$_____
Net Change Order – Credit	$_____
Subtotal	$_____
Net Change Order – Debit	$_____
Current Contract Price	$_____
Value of Work Remaining to be Done (Current Contract Price minus Gross Amount Due)	$_____

Contractor's Certification – The undersigned Contractor certifies that:

(1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____, inclusive; and

(2) title to all 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, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

(3) Contractor, in consideration of payment of the Amount Due this Application, hereby waives and releases its claims, lien and right to claim a lien, if any, for labor, services, or material furnished through the Payment Period to the Village of Wellington on the Project (defined above). This waiver and release does not cover any retention on labor, services, or material furnished after the Payment Period.

Dated:_____, _____

Contractor: _____
Mailing Address:_____
_____
By _____
Name and Title _____

State of)
County of)ss

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

_____ _____
Notary Public Signature and Seal Print Notary Name and Commission No.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

WELLINGTON DESIGNEE

Date: _____ By: _____
(Name) (Title)

Engineer's Certification (if applicable) In accordance with the contract documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount above.

Date: _____ By: _____

EXHIBIT "L"
BILL OF SALE, ABSOLUTE

KNOWN ALL MEN BY THESE PRESENTS, that _____, a corporation of _____ County, Florida, party of the first part, for an in consideration of the sum of Ten and No/100 ($10.00) lawful money of the United States, to it paid by WELLINGTON, a municipal corporation of the State of Florida, 12300 Forest Hill Boulevard, Wellington, Palm Beach County, Florida 33414, party of the second part, the receipt whereof is hereby acknowledged has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second party, its executors, administrators and assigns, the following goods and chattels:

Project Name: **FIVE (5) YEAR WATER TREATMENT PLANT (WTP) STORAGE TANK CLEANING AND INSPECTION SERVICES** consisting of the components set forth in the final schedule of values as described in Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators and assigns forever.

AND, it does, for itself and its successors and assigns covenant to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this _____ day of _____, 20_____.

Signed, sealed and delivered
in the presence of:

_____

WITNESSES:

_____ _____
Signature Name: _____
Title: _____

_____
Print Name

_____ [Corporate Seal]
Signature

_____
Print Name

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

_____

(stamp) Print Notary Name:_____

EXHIBIT "M"
CONTRACTOR'S AFFIDAVIT TO OWNER
AND FINAL RELEASE OF LIENS

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/they are a (Corporation, Partnership, or Individual) of _____ (State), doing business as _____, hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with Wellington, hereinafter called "Owner" to do Work (furnish material, labor and services) for Five (5) Year Water Treatment Plant (WTP) Storage Tank Cleaning and Inspection Services Project, located at Palm Beach County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

NAME OF LIENOR	AMOUNT DUE AND UNPAID
_____	_____
_____	_____

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contractor.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit. Further, Contractor represents, warrants and covenants that all subcontractors, materialmen and suppliers have been paid in full. The contractor further provides under penalty of perjury that there are no claims of lien on the project.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.

Signed and sealed in the presence of:

_____ _____(Entity)

_____ By:_____ (Seal)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

_____ _____
Notary Public Signature and Seal Print Notary Name and Commission No.

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

[ ] To the best of our knowledge, the work contemplated by this agreement would not create a conflict of interest due to the undersigned's representation of other clients on projects pending before the Village of Wellington.

[ ] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[ ] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[ ] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

POTENTIAL CONFLICT:

[ ] The undersigned business, by attachment to this form, submits a list of current clients and projects for which it is currently seeking Village approval and which may cause a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT IT IS INELIGIBLE TO PERFORM WORK ON BEHALF OF THE VILLAGE OF WELLINGTON FOR ANY OF THE CLIENTS OR PROJECTS LISTED IN THE ATTACHEMENT TO THIS FORM. FAILURE TO DISCLOSE A POSSIBLE CONFLICT OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
_____
NAME (PRINT OR TYPE)

_____
TITLE

Rev. 5.28.2025

EXHIBIT "O"
CERTIFICATE OF ENTITLEMENT – SAMPLE

I, the undersigned authorized representative of _____(hereinafter "Governmental Entity"), Florida Consumer's

Certificate of Exemption Number , certify that the tangible personal property purchased on or after _____(date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with_____(Name of Contractor) for the building of_____.

I certify that the purchase of the materials contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

____ 1. The attached Purchase Order is issued directly to the vendor supplying the materials the contractor will use in the identified public works.

____ 2. The vendor's invoice is issued directly to Governmental Entity.

____ 3. Payment of the vendor's invoice is made directly by Governmental Entity to the vendor from public funds.

____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.

____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase.

I understand that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the materials purchased. If the Department of Revenue determines that the materials purchased tax-exempt by issuing this Certificate do not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative Title

Purchaser's Name (Print or Type) Date Federal Employer Identification:

Telephone Number:

You must attach the Purchase Order and the Florida Consumer's Certificate of Exemption issued to Governmental Entity.

Do not send to the Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

(d)(c) If the contractor does not have a Certificate of Entitlement, sales to the contractor are subject to tax, unless the contractor can demonstrate to the satisfaction of the Executive Director or designee that such sales are, in substance, tax-exempt direct sales to a governmental entity.

(e) The governmental entity may not transfer liability for such tax, penalty, and interest to another party by contract oragreement.

In the case of contracts with any agency or branch of the United States government in which the federal governmental agency or branch is not required to produce a Certificate of Entitlement, the purchase must comply with the five criteria provided in paragraph

File #: 26-7569, **Version:** 1

ITEM: AUTHORIZATION TO 1) AWARD A CONTRACT FOR WATER RECLAMATION FACILITY AERATION BASIN 3 MANWAY ADDITION 2) EXECUTE A TASK ORDER FOR WATER RECLAMATION FACILITY AERATION BASIN 3 MANWAY ADDITION

REQUEST: Authorization to 1) Award a Contract to Crom, LLC. for Water Reclamation Facility Aeration Basin 3 Manway Addition, in the amount of $188,700.00 2) Execute a Task Order with Hazen and Sawyer for Construction Management Services for Water Reclamation Facility Aeration Basin 3 Manway Addition, in the amount of approximately $23,910.00.

EXPLANATION: The Water Reclamation Facility (WRF) aeration basins are large concrete structures central to the wastewater treatment process that provides the necessary environment to break down organic contaminants using microorganisms. Periodically, the aerations basins are taken offline for cleaning of debris, inspections, and other standard maintenance items. Aeration basin 3 was constructed around 2010 and is fully enclosed with a concrete top, unlike aeration basin 1, 2, and clarifier structures. While advantageous for odor control and regular operations this presents challenges for access, as currently WRF operators use a ladder and open hatch in the top of structure to access the basins for monitoring and maintenance duties. A manway addition will provide improved access through two access hatches level with grade on the sides of the aeration basin.

The Utility Staff is seeking Authorization to:

1) Award a Contract to Crom, LLC., for WRF Aeration Basin 3 Manway Addition, in the amount of $188,700.00.

   On February 25, 2026, the Village released ITB #008-26/MM - WRF Aeration Basin 3 Manway Addition, seeking qualified firms to provide such services.

   On April 2, 2026, the Village received three (3) proposals:

Vendor	Bid Amount
Crom, LLC.	$188,700.00
DN Tanks, LLC.	$292,500.00
Industry Standard	$298,028.00

2) Execute a Task Order to Hazen and Sawyer for construction management services for WRF Aeration Basin 3 Manway Addition, in the amount of approximately $23,910.00.

   On September 28, 2021, Council awarded an engineering services contract #RFQ 202121 to multiple vendors. Hazen & Sawyer P.C was selected as one of the Village's water and wastewater treatment engineering consulting service providers. Staff is seeking authorization to utilize this contract with Hazen & Sawyer P.C to provide water and wastewater treatment engineering consulting services to the Village.

Village staff requested that Hazen & Sawyer P.C provide a Task Order to render construction management services which include, inspections, structural reviews, submittal reviews, RFIs, and construction oversight.

Staff recommends 1) Awarding a Contract to Crom, LLC. for Water Reclamation Facility Aeration Basin 3 Manway Addition, in the amount of $188,700.00 and 2) Executing a Task Order to Hazen and Sawyer for Construction Management Services for Water Reclamation Facility Aeration Basin 3 Manway Addition, in the amount of approximately $23,910.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated in the Utility Department FY 2026 CIP Budget.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to 1) Award a Contract to Crom, LLC. for Water Reclamation Facility Aeration Basin 3 Manway Addition, in the amount of $188,700.00 2) Execute a Task Order with Hazen and Sawyer for Construction Management Services for Water Reclamation Facility Aeration Basin 3 Manway Addition, in the amount of approximately $23,910.00.

Water Reclamation Facility Aeration Basin 3 Manway Addition
Bid Tabulation
ITB #008-26/MM
Date: April 17, 2026

				Crom, LLC		DN Tanks, LLC		Industry Standard	
Item	**Description**	**Quantity**	**Units**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	General Conditions								
1	SITE MOBILIZATION, BONDS, AND INSURANCE: Payment for this item shall be made on a Lump Sum Basis, which price shall be full compensation for all materials, labor, equipment, tools, and all other incidentals necessary to complete this item. The Contractor's price shall include full compensation for mobilization, bonds and insurance, scheduling, pre-construction video, preparation, temporary facilities, utilities, MOT, security, health and safety provisions and all other activities necessary. The mobilization shall not exceed 3 percent of Bid Items No. 2 and 3.	1	LS	$ 4,000.00	$ 4,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00
	Professional Engineering Drawings and Calculations								
2	PROFESSIONAL ENGINEERING DRAWINGS AND CALCULATIONS: Payment for this item shall be made on a Lump Sum Basis, which price shall be full compensation for Design drawings and calculations for the stainless steel manway installations sealed by a Professional Engineer, currently licensed in the State of Florida.	1	LS	$ 15,000.00	$ 15,000.00	$ 8,500.00	$ 8,500.00	$ 45,000.00	$ 45,000.00
	Selective Demolition and Installation of Stainless Steel Manway at AB3								
3	SELECTIVE DEMOLITION AND INSTALLATION OF STAINLESS STEEL MANWAYS AT AB3: Payment for all labor, equipment, services, and material for all work necessary and required for the selective demolition of concrete and installation of stainless steel manways at aeration basin AB3 as required per the Contract Documents. This includes but is not limited to all general appurtenances, site investigations, demolition, removal, disposal, temporary relocation of existing utilities, site restoration, construction sequencing requirements, preparation and submittal of shop drawings, testing, startup services and other related work required, but not necessarily defined in other Base Bid Package Items, for a complete and operable system.	1	LS	$ 142,700.00	$ 142,700.00	$ 247,000.00	$ 247,000.00	$ 218,028.00	$ 218,028.00
	Demobilization								
4	DEMOBILIZATION: Payment for completing all other work including but not limited to site cleanup, final restoration, record drawings, demobilization - all as per the Contract Drawings. The payment items for demobilization shall not exceed 2 percent of Bid Items No. 2 and 3.	1	LS	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00
	Underfined Conditions Allowance								
5	UNDEFINED CONDITIONS ALLOWANCE: Included in this allowance is work associated with undefined conditions or conflicts developing from undefined conditions. The allowance may also be used to pay for any permits, licenses and other fees required of the Contractor from the various agencies having jurisdiction for construction of the project. Payment will be based on the actual permit, license or fee paid directly to agency, documented by paid receipts, specifically excluding any labor, mark-up, overhead and profit, administration and other costs involved in obtaining permits or licenses or paying fees. All work authorized for payment will be authorized in writing by the Village. Amount to be paid per undefined conditions or conflict shall be negotiated or agreed to by both parties. The Owner reserves the right to award any, all, or none of the money associated with this allowance.	1	LS	$ 25,000.00	$ 25,000.00	$25,000	$25,000	$ 25,000.00	$ 25,000.00
	Grand Totals - Items 1 through 5				**$ 188,700.00**		**$ 292,500.00**		**$ 298,028.00**
					Corrected Amount				

Water Reclamation Facility Aeration Basin 3 Manway Addition

Bid Tabulation

ITB #008-26/MM

VENDOR	Crom, LLC
Original and one(1) pdf (CD) Copy	y
Bid Form signed by Authorized Rep.	y
Acknowledgement of Addendums - 1	y
Bid Bond/Security	y
Schedule of Values	y
Schedule of Subcontractor/Supplies	y
Schedule of Equipment and Materials	y
Sworn Statement Under Section 287.133(3)(a)	y
Drug Free Workplace	y
Trench Safety Affidavit	y
Questionnaire	y
Insurance Certificates	y
Copy of Appropriate Licenses in FL	y
Proof of Workers Compensation/Exemption	y
Conflict of Interest Form	y
Non-Collusion Affidavit	y
References (5) and Prior Experience Form	y
Certification Pursuant to FL Statue 215.4725 and 287.135	y
E-Verify MOU	On File
No Coercion for Labor or Services Affidavit	y
Foreign Countries Affidavit	y
Grand Total:	**$ 188,700.00**

Corrected Amount

Council
Michael J. Napoleone, Mayor
Maria Antuña, Vice Mayor
Amanda Silvestri, Councilwoman
Stephen A. Levin, Councilman
Johnny Meier, Councilman

Manager
Jim Barnes

April 17, 2026

NOTICE OF INTENT TO AWARD

Pursuant to Wellington's Purchasing Policies and Procedures, notice is provided as follows:

INVITATION TO BID: ITB #008-26/MM Water Reclamation Facility Aeration Basin 3 Manway Addition opening date and time April 2, 2026 at 3 pm. local time.

1. Wellington has completed its evaluation and intends to recommend to Council the award to:

   - **CROM, LLC.**

2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the ITB Documents and approval by the Wellington Council.

Hazen and Sawyer
2101 Corporate Boulevard, Suite 301
Boca Raton, FL 33431 • 561.997.8070

April 17, 2026

Anjuli Panse, PE
Utility Director
Village of Wellington
1100 Wellington Trace
Wellington, FL 33414

Re: WRF Aeration Basin 3 Manway Addition – ITB 008-26/MM
Recommendation to Award Construction Contract

Dear Ms. Panse:

The Contract Documents for the WRF Aeration Basin 3 Manway Addition were advertised on February 25, 2026. A non-mandatory pre-bid meeting was held on March 5, 2026. One addendum was issued for this bid. The bid opening was held on April 2, 2026. Three proposals were received by the Village of Wellington (Village) from Crom, LLC, DN Tanks, LLC and G3 Contracting Inc/Industry Standard. Crom, LLC was the lowest bidder. The lowest bid proposal was evaluated for the proposed Contractor's responsiveness and overall technical ability to perform the work.

Hazen and Sawyer reviewed all five references identified by Crom, LLC. Three of the five project references were responsive, provided positive feedback and stated they were pleased with the quality of work performed by Crom, LLC. We consider Crom, LLC to be responsive, responsible and qualified to perform the work described in the contract documents. As such, we recommend an award to them in the amount of $188,700.00 for the addition of manways to the WRF Aeration Basin 3.

We appreciate the opportunity to assist the Village with this project and look forward to providing assistance during construction.

Please contact us if you have any questions.

Very truly yours,

Lydia F Russell, PE
Principal Engineer

Attachment: Bid Tabulation and Checklist

Job no 41101-056

BID TABULATION
Village of Wellington, Florida
ITB #008-26/MM Water Reclamation Facility Aeration Basin 3 Manway Addition
4/2/2026 - 3:00 PM EST

Item	Description	Quantity	Unit of Measure	Crom, LLC Total
1	SITE MOBILIZATION, BONDS, AND INSURANCE: Payment for this item shall be made on a Lump Sum Basis, which price shall be full compensation for all materials, labor, equipment, tools, and all other incidentals necessary to complete this item. The Contractor's price shall include full compensation for mobilization, bonds and insurance, scheduling, pre-construction video, preparation, temporary facilities, utilities, MOT, security, health and safety provisions and all other activities necessary. The mobilization shall not exceed 3 percent of Bid Items No. 2 and 3	1	LS	$ 4,000.00
2	PROFESSIONAL ENGINEERING DRAWINGS AND CALCULATIONS: Payment for this item shall be made on a Lump Sum Basis, which price shall be full compensation for Design drawings and calculations for the stainless steel manway installations sealed by a Professional Engineer, currently licensed in the State of Florida.	1	LS	$ 15,000.00
3	SELECTIVE DEMOLITION AND INSTALLATION OF STAINLESS STEEL MANWAYS AT AB3: Payment for all labor, equipment, services, and material for all work necessary and required for the selective demolition of concrete and installation of stainless steel manways at aeration basin AB3 as required per the Contract Documents. This includes but is not limited to all general appurtenances, site investigations, demolition, removal, disposal, temporary relocation of existing utilities, site restoration, construction sequencing requirements, preparation and submittal of shop drawings, testing, startup services and other related work required, but not necessarily defined in other Base Bid Package Items, for a complete and operable system.	1	LS	$ 142,700.00
4	DEMOBILIZATION: Payment for completing all other work including but not limited to site cleanup, final restoration, record drawings, demobilization - all as per the Contract Drawings. The payment items for demobilization shall not exceed 2 percent of Bid ItemS No. 2 and 3.	1	LS	$ 2,000.00
5	UNDEFINED CONDITIONS ALLOWANCE: Included in this allowance is work associated with undefined conditions or conflicts developing from undefined conditions. The allowance may also be used to pay for any permits, licenses and other fees required of the Contractor from the various agencies having jurisdiction for construction of the project. Payment will be based on the actual permit, license or fee paid directly to agency, documented by paid receipts, specifically excluding any labor, mark-up, overhead and profit, administration and other costs involved in obtaining permits or licenses or paying fees. All work authorized for payment will be authorized in writing by the Village. Amount to be paid per undefined conditions or conflict shall be negotiated or agreed to by both parties. The Owner reserves the right to award any, all, or none of the money associated with this allowance.	1	LS	$ 25,000.00
			Total for Bid Item Nos. 1 through 5	**$ 188,700.00**

CHECKLIST

ITB #008-26/MM Water Reclamation Facility Aeration Basin 3 Manway Addition

VILLAGE OF WELLINGTON, FLORIDA

BID OPENING DATE: April 2, 2026 - BID OPENING TIME: 3:00 PM (EST)

DESCRIPTION	1 of 1
	Crom, LLC
1. Bid submittal – one (1) original and one (1) PDF (CD) Copy	Yes
2. Bid Form signed by authorized representative	Yes
3. Acknowledgment of addendums	Yes
4. Bid Bond/Security	Yes
5. Schedule of Values	Yes
6. Schedule of Subcontractor/Supplies	Yes
7. Schedule of Equipment and Materials	Yes
8. Sworn Statement under Section 287.133(3) (a)	Yes
9. Drug Free Workplace	Yes
10. Trench Safety Affidavit	Yes
11. Questionnaire	Yes
12. Insurance Certificates	Yes
13. Copy of Appropriate Licenses	Yes
14. Proof of Workers Compensation Insurance/Workers Compensation Exemption	Yes
15. Conflict of Interest Statement	Yes
16. Non-Collusion Affidavit	Yes
17. References and Prior Experience Form	Yes
18. Certification Pursuant To Florida Statute § 215.4725 & §287.135	Yes
19. E-Verify Memorandum of Understanding (MOU)	Yes
20. No Coercion for Labor or Services Affidavit	Yes
21. Foreign Countries of Concern Affidavit	Yes

Proposal to Provide
Village of Wellington WRF
Aeration Bason No. 3 Manway Addition
Construction Phase Services

Services to be provided by: Hazen and Sawyer (Hazen)

Services provided to ("Village"): Village of Wellington (Village)

Proposal Date: April 27, 2025

Proposal Terms

PROJECT DESCRIPTION

Hazen and Sawyer (Hazen) previously assisted the Village of Wellington (Village) with design phase services for the addition of two ground-accessible manways to Aeration Basin No. 3 (AB3). The Village Water Reclamation Facility (Wellington WRF) is an oxidation ditch aeration type activated sludge wastewater treatment plant. The oxidation ditch AB3 currently has very limited access inside of the tank, with only a few entrance hatches and openings from the top of the tank. The goal of this project is to improve access to the AB, reduce the time and cost for maintenance and cleaning of the AB, and to improve staff safety.

The project was bid and awarded in March 2026 and April 2026, respectively. The Village has retained Hazen to provide Construction Management Services (CMS) during project construction.

SCOPE OF SERVICES

Hazen will provide the following services to assist the Village with construction phase engineering and observation tasks throughout the duration of the project's 4-month construction phase.

Task 1 – Submittals

As requested by the Village, Hazen will consult with the Village concerning the acceptability of substitute materials and equipment proposed. Hazen will review shop drawings, diagrams, illustrations, catalog data, schedules and samples, equipment O&M manuals, the results of laboratory tests and inspections, equipment factory test certifications, equipment manufacturer certificates of proper installation, and other data that Contractors are required to submit for conformance with the design concept of the Project and compliance with the provisions of the Contract Documents. In addition, Hazen will receive and review items to be delivered by the Contractor pursuant to the Contract Documents, including maintenance and operating instructions,

schedules, guarantees, warranties, bonds and certificates of inspection, tests and approvals. Hazen will provide written comments and recommendations concerning their completeness under the Contract Documents.

A total of 5 shop drawings are assumed with an effort of 4 hours per submittal anticipated.

Deliverable(s):

1.1 – Shop drawing responses

Task 2 – Requests for Information, Clarifications and Change Orders

As requested by the Village, Hazen will issue interpretations and clarifications of Contract Documents during construction and evaluate requests for substitutions or deviations from the Contractor Documents. Hazen will notify Village of any such requested deviations or substitutions, and when reasonably necessary, provide Village with a recommendation concerning the same.

A total of 4 requests for information (RFI) are assumed with an effort of 4 hours per RFI anticipated.

A total of 2 change orders are assumed with an effort of 4 hours per change order anticipated.

Deliverable(s):

2.1 – Responses as necessary

Task 3 – Discipline Specific Inspections

As requested by the Village, Hazen will furnish the services of discipline specific inspectors throughout the duration of the construction period. The following estimated hours are assumed for discipline specific inspections estimated at 2 inspections weekly for 4 weeks or 1 inspection weekly for 8 weeks of construction:

1. Structural: 48 hours

Deliverable(s):

3.1 – Engineer's reports and photos for each discipline inspector's day on-site

Task 4 – Substantial and Final Construction Completion

Upon receiving notice from the Village advising Hazen that the Project is substantially complete, Hazen will schedule and in conjunction with the Village, conduct a review of the Project, develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to the Village concerning the acceptability of the work done and the use of the Project. Also, Hazen will perform final inspection in conjunction with the Village. Hazen will provide recommendations regarding substantial and final completion of construction.

Deliverable(s):

4.1 – Substantial Completion Punchlist

4.2 – Recommendation of Substantial and Final Completion

Task 5 – Preparation of Record Drawings

As requested by the Village, Hazen will monitor monthly required project records and construction reports. Hazen will prepare and submit to the Village upon completion of construction of Project, tow (2) sets of signed and sealed record drawings, four (4) sets of unsigned record drawings, and electronically in PDF format and in AutoCAD, including those changes made during the construction process, using Contractor's site survey of the installed items, information supplied by the Contractor and other data which can reasonably be verified by Hazen's personnel. Record drawings shall include State Plane Coordinates for underground utility features and building footprint modifications installed as part of this project.

A total of 18 hours are assumed to produce the record set.

Deliverable(s):

5.1 – Review documentation for Contractor prepared record drawings.

5.2 – Record drawings.

ASSUMPTIONS

1. The Village will perform Contract Administration services, including organizing, leading, and participating in project meetings, and reviewing and approving the Contractor's applications for payment.
2. The number of shop drawings, Requests for Information (RFIs), Change Orders, and inspections identified in this proposal are estimates. If the actual number required exceeds those anticipated, an amendment to this agreement may be requested to address the additional services.

3. During on-site observations and/or during limited field checks of materials and equipment, Hazen may endeavor to provide protection for Village against defects and deficiencies in the work of the Contractor. The furnishing of such services, however, will not make Hazen responsible for (or give Hazen control over) construction means, methods, techniques, sequences or procedures; for safety precautions or programs; or for the responsibility of Contractor's failure to perform the work.

4. Hazen will not undertake any responsibilities of the Contractor, subcontractor, or Contractor's superintendent to expedite their work.

5. Record Drawings will be prepared based upon information provided by Contractor and information obtained while performing inspection services.

SCHEDULE

Task	Description	Time of Completion from NTP
1 through 5	Construction Engineering Services	17-18 weeks

COMPENSATION

Compensation for all tasks, unless specifically noted below, will be billed on an hourly not-to-exceed basis as presented in Attachment A.

AUTHORIZATION

Work described in this proposal will commence upon authorization to proceed and receipt of a signed agreement.

Hazen and Sawyer, D.P.C.

Signed: 

Name: Kurt Pfeffer, PE

Title: Vice President

Date: 4/27/2026

ATTACHMENT A

BUDGET SUMMARY - NOT TO EXCEED

Task No.	Description	BUDGET SUMMARY for WRF AB3 Manway Addition								
		Vice President	Senior Associate	Associate	Senior Principal Engineer	Engineer/ Asst Engr	Principal Designer	Office	Total Labor	Sub-Consultant
1	Submittals	0	8	0	0	12	0	0	20	
2	RFIs, Clarifiications and Change Orders	0	12	0	0	12	0	0	24	
3	Discipline Specific Inspections	0	8	0	0	48	0	0	56	
4	Substantial and Final Construction Completion	0	8	0	0	8	0	0	16	
5	Preparation of Record Drawings	0	0	0	0	2	16	0	18	
	SUB-TOTAL	**0**	**36**	**0**	**0**	**82**	**16**	**0**	**134**	
	Labor Raw Costs	$295	$265	$225	$195	$145	$155	$100		
	Labor Sub-Total	$0	$9,540	$0	$0	$11,890	$2,480	$0		
	Labor Total								**$23,910**	
	Subconsultant Labor Total									$0
	Subconsultant Multiplier									1.0
	Subconsultant Total									**$0**
	Reimbursable Expenses									$0
	Project Total									**$23,910**

Legislation Text

File #: 26-7531, **Version:** 1

ITEM: AUTHORIZATION TO 1) AWARD A CONTRACT FOR C-8 CANAL MULTI-USE PATHWAY; 2) EXECUTE A TASK ORDER FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES; AND 3) EXECUTE A SUPPLEMENTAL AGREEMENT WITH FDOT

REQUEST: Authorization to 1) Award a Contract to M&M Asphalt Maintenance Inc. dba All County Paving for C-8 Canal Multi-Use Pathway in the amount of $451,249.40; 2) Execute a Task Order with WGI, Inc. for construction engineering and inspection (CEI) services in the amount of $30,430.00; and 3) Execute a Supplemental Agreement with FDOT.

EXPLANATION: On April 22, 2025, Council approved Resolution R2025-20 to enter into a Local Agency Program (LAP) Agreement with FDOT for C-8 Canal Multi-Use Pathway Project.

The project consists of the construction of a 10-foot wide multi-use pathway along the east side of the C-8 Canal corridor (from CR-892/Forest Hill Blvd. to Stribling Way). The project is approximately one mile in length. The estimated construction duration is 120 days

Staff is seeking authorization to:

1) Award a Contract to All County Paving for C-8 Canal Multi-Use Pathway, in the amount of $451,249.40.

   On January 2, 2026, Wellington released ITB #006-26/ER on Euna OpenBids (formerly known as DemandStar), seeking qualified firms to provide such services. On February 19, 2026, the Village received thirteen (13) proposals.

Vendor	Bid Amount
All County Paving	$451,249.40
Florida Blacktop, Inc.	$484,111.05
Rosso Site Development, Inc.	$485,944.96
R&D Paving	$489,022.64
J.W. Cheatham, LLC.	$503,110.88
GRSC, Inc.	$560,645.00
Wynn & Sons Environmental	$561,004.88
Heavy Civil, Inc.	$641,158.24
Bergeron Land Development	$710,649.79
National General Construction	$748,877.60
The Paving Lady	$803,926.74
Ranger Construction	$814,083.43

FL Engineering & Development	$897,554.40

2) Execute a Task Order with WGI, Inc. utilizing the previously Council approved engineering services contract (RFQ 202414), to provide construction engineering and inspection (CEI) services for the project in the amount of $30,430.00. These services will be fully funded by Wellington.

   The purpose of this task order is to provide CEI services which include construction administration, submittal review and construction oversight.

3) Execute a Local Agency Program (LAP) supplemental agreement to reconcile the LAP agreement total project cost with the FDOT's bid concurrence and Local Agency construction bid award.

   The purpose for the supplemental agreement is to revise the LAP agreement total cost to $451,250.00, which is a decrease of $171,053.00 in Federal Funds and $88,451.00 in local funds

   The following items are considered non-eligible for LAP payment, totaling $95,642.40, and are the responsibility of the Village: Asbuilts ($5,800.00), Material Testing Allowance ($20,000.00), Bonds ($3,121.00), Insurance ($2,500.00), and Owner Controlled Contingency ($64,221.40).

   FDOT’s contribution for construction will be $355,607.00 and the Village’s contribution will be $95,643.00.

The total estimated cost for the C-8 Canal Multi-Use Pathway Project is $481,679.40, consisting of $451,249.40 for construction services and $30,430.00 for construction engineering and inspection services.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for this project are available in the Transportation Impact Capital Fund Budget.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to 1) Award a Contract to M&M Asphalt Maintenance Inc. dba All County Paving for C-8 Canal Multi-Use Pathway in the amount of $451,249.40; 2) Execute a Task Order with WGI, Inc. for construction engineering and inspection (CEI) services in the amount of $30,430.00; and 3) Execute a Supplemental Agreement with FDOT.

Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

April 7, 2026

NOTICE OF INTENT TO AWARD

Pursuant to Wellington's Purchasing Policies and Procedures, notice is provided as follows:

INVITATION TO BID: **ITB #006-26/ER C-8 Canal Multi-Use Pathway** opening date and time February 19, 2026 at 9 am. local time.

1. Wellington has completed its evaluation and intends to recommend to Council the award to **M&M Asphalt Maintenance Inc. dba All County Paving**.

2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the ITB Documents and approval by the Wellington Council.

C-8 Canal Multi-Use Pathway

ITB #006-26/ER - Bid Tabulation

Date: 4/7/26

VENDORS	Maintenance Inc. dba All County Paving	H & J Contracting, Inc.	Florida Blacktop, Inc.	Rosso Site Development, Inc.	R & D Paving	J.W. Cheatham, LLC	GRSC, Inc.	Wynn & Sons Environmental	Heavil Civil, Inc.	Bergeron Land Development	National General Construction	The Paving Lady	Ranger Construction	FL Engineering & Development
Original and one(1) pdf (CD) Copy	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Bid Cover Page	y	y	y	y	y	y	y	n	y	n	y	y	y	n
Bid Form signed by Authorized Rep.	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Acknowledgement of Addendums 1 & 2	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Bid Bond/Security	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Schedule of Values	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Schedule of Subcontractor/Supplies	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Schedule of Equipment and Materials	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Sworn Statement Under Section 287.133(3)(a)	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Drug Free Workplace	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Trench Safety Affidavit	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Questionnaire	y	y	y	y	y	y	y	y	y	y	y	y	y	y
A. 7 Years in Business	17 yrs.	28 yrs.	41 yrs.	13 yrs.	13 yrs.	21 yrs.	13 yrs.	35 yrs.	11+ yrs.	61 yrs.	4.5 yrs.	34 yrs.	44 yrs.	23 yrs.
Insurance Certificates	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Copy of Appropriate Licenses in FL	y	y	y	y	y	Y	y	y	y	y	y	y	y	y
Proof of Workers Compensation/Exemption	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Conflict of Interest Form	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Non-Collusion Affidavit	y	y	y	y	y	y	y	y	y	y	y	y	y	y
References (3) and Prior Experience Form	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Certification Pursuant to FL Statue 215.4725 and 287.135	y	y	y	y	y	y	y	y	y	y	y	y	y	y
E-Verify MOU	y	y	y	y	y	y	y	y	y	y	y	y	y	y
GC in St. of FL **OR** FDOT pre-qualified	GC & FDOT	GC	FDOT / Underground Utility & Excavation	GC/PE/Utility/FDOT	FDOT/Utility	GC/FDOT	GC	GC	GC/FDOT	GC/FDOT/Utility	GC	GC/FDOT	GC/FDOT	GC/Utility/FDOT
If FDOT Pre-Qualified														
A. FDOT Certification	y	n/a	y	y	y	y	n/a	n/a	y	y	n/a	y	y	y
B. FDOT LAP Cert. Form 525-010-46	y	n/a	y	y	y	y	y	y	y	y	y	y	y	y
Bid opportunity list (FDOT Form 375-040-62)	y	y	y	y	y	y	y	y	y	y	y	y	y	y
FDOT Drug Statement (FDOT From 375-040-18)	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Debarment Form (FDOT Form 375-030-32)	y	y	y	y	y	y	y	y	y	y	y	y	y	y
Cert. Disclosure of Lobbying (FDOT Form 375-030-33)	y	n	y	y	y	y	y	y	y	n	y	y	n	y
Disclosure of Lobbying (FDOT 375-030-34)	y - n/a	n	y	y	y	y	y	y	y	n	y	n	n	y
Don't see in bid docs. We can request from 2 lowest.														
Grand Total:	**$ 451,249.40**	**Withdrew Bid**	**$ 484,111.05**	**$ 485,944.96**	**$ 489,022.64**	**$ 503,110.88**	**$ 560,645.00**	**$ 561,004.88**	**$ 641,158.24**	**$ 710,649.79**	**$ 748,877.60**	**$ 803,926.74**	**$ 814,083.43**	**$ 897,554.40**

C-8 Canal Multi-Use Pathway
ITB #006-26/ER - Bid Tabulation

				All County Paving		Florida Blacktop, Inc.		Rosso Site Development, Inc.		R & D Paving		J.W. Cheatham, LLC		GRSC, Inc.		Wynn & Sons Environmental		Heavil Civil, Inc.		Bergeron Land Development		National General Construction		The Paving Lady		Ranger Construction		FL Engineering & Development	
	SCHEDULE OF VALUES	UNIT TYPE	QTY	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total
	A. Erosion Control / Demo				**$48,308.75**		**$63,868.54**		**$43,217.48**		**$21,501.20**		**$32,548.00**		**$45,253.50**		**$102,192.00**		**$42,485.00**		**$46,771.80**		**$191,096.00**		**$57,984.83**		**$117,965.88**		**$65,185.00**
A.1	DEMO: CLEARING & GRUBBING	LS	1	$18,000.45	$18,000.45	$20,615.00	$20,615.00	$31,402.38	$31,402.38	$8,145.00	$8,145.00	$12,000.00	$12,000.00	$17,000.00	$17,000.00	$20,000.00	$20,000.00	$16,800.00	$16,800.00	$6,394.98	$6,394.98	$150,000.00	$150,000.00	$25,518.99	$25,518.99	$70,500.00	$70,500.00	$39,500.00	$39,500.00
A.2	EROSION CONTROL AND COMPLIANCE/SEDIMENT BARRIER	LF	10274	$2.95	$30,308.30	$4.21	$43,253.54	$1.15	$11,815.10	$1.30	$13,356.20	$2.00	$20,548.00	$2.75	$28,253.50	$8.00	$82,192.00	$2.50	$25,685.00	$3.93	$40,376.82	$4.00	$41,096.00	$3.16	$32,465.84	$4.62	$47,465.88	$2.50	$25,685.00
	B. Roadway Improvements				**$253,412.25**		**$267,606.90**		**$243,620.55**		**$282,188.80**		**$266,004.40**		**$302,494.00**		**$264,351.00**		**$348,021.00**		**$466,997.10**		**$316,224.00**		**$476,325.15**		**$384,934.11**		**$503,340.00**
B.1	REGULAR EXCAVATION	CY	1270	$18.50	$23,495.00	$6.00	$7,620.00	$4.55	$5,778.50	$21.50	$27,305.00	$30.00	$38,100.00	$6.00	$7,620.00	$8.50	$10,795.00	$36.00	$45,720.00	$10.35	$13,144.50	$10.00	$12,700.00	$14.05	$17,843.50	$40.60	$51,562.00	$59.15	$75,120.50
B.2	EMBANKMENT (COMPACTED IN PLACE)	CY	539	$16.50	$8,893.50	$46.00	$24,794.00	$28.67	$15,453.13	$22.40	$12,073.60	$30.00	$16,170.00	$18.00	$9,702.00	$20.00	$10,780.00	$13.00	$7,007.00	$8.42	$4,538.38	$8.00	$4,312.00	$72.09	$38,856.51	$26.90	$14,499.10	$40.00	$21,560.00
B.3	FINAL GRADING	SY	10024	$4.00	$40,096.00	$2.10	$21,050.40	$3.10	$31,074.40	$2.10	$21,050.40	$1.10	$11,026.40	$3.00	$30,072.00	$3.00	$30,072.00	$1.50	$15,036.00	$3.58	$35,885.92	$3.00	$30,072.00	$6.08	$60,945.92	$2.99	$29,971.76	$3.00	$30,072.00
B.4	SUPERPAVE ASPHALTIC CONTRETE (TRAFFIC B)	TON	314	$145.00	$45,530.00	$170.00	$53,380.00	$185.77	$58,331.78	$175.60	$55,138.40	$175.00	$54,950.00	$239.00	$75,046.00	$195.00	$61,230.00	$219.00	$68,766.00	$232.34	$72,954.76	$220.00	$69,080.00	$206.25	$64,762.50	$300.00	$94,200.00	$255.00	$80,070.00
B.5	OPTIONAL BASE GROUP 6	SY	5716	$21.00	$120,036.00	$24.00	$137,184.00	$21.24	$121,407.84	$23.65	$135,183.40	$20.00	$114,320.00	$21.50	$122,894.00	$24.00	$137,184.00	$34.00	$194,344.00	$29.74	$169,993.84	$25.00	$142,900.00	$41.77	$238,757.32	$30.00	$171,480.00	$20.00	$114,320.00
B.6	COMPACTED SUBGRADE	SY	7145	$2.15	$15,361.75	$3.30	$23,578.50	$1.62	$11,574.90	$4.40	$31,438.00	$4.40	$31,438.00	$8.00	$57,160.00	$2.00	$14,290.00	$2.40	$17,148.00	$23.86	$170,479.70	$8.00	$57,160.00	$7.72	$55,159.40	$3.25	$23,221.25	$25.50	$182,197.50
	C. Landscaping				**$19,386.00**		**$19,601.40**		**$38,082.72**		**$36,187.20**		**$21,540.00**		**$21,540.00**		**$29,294.40**		**$74,959.20**		**$23,435.52**		**$15,078.00**		**$27,011.16**		**$22,186.20**		**$60,312.00**
C.1	PERFORMANCE TURF, SOD	SY	4308	$4.50	$19,386.00	$4.55	$19,601.40	$8.84	$38,082.72	$8.40	$36,187.20	$5.00	$21,540.00	$5.00	$21,540.00	$6.80	$29,294.40	$17.40	$74,959.20	$5.44	$23,435.52	$3.50	$15,078.00	$6.27	$27,011.16	$5.15	$22,186.20	$14.00	$60,312.00
	D. General Conditions				**$65,921.00**		**$62,818.84**		**$96,040.06**		**$81,170.00**		**$119,000.00**		**$117,500.00**		**$86,000.00**		**$82,600.00**		**$66,004.49**		**$122,000.00**		**$130,341.37**		**$183,980.00**		**$142,950.00**
D.1	AS-BUILTS	LS	1	$5,800.00	$5,800.00	$10,200.00	$10,200.00	$3,150.00	$3,150.00	$11,820.00	$11,820.00	$17,500.00	$17,500.00	$35,000.00	$35,000.00	$12,000.00	$12,000.00	$32,000.00	$32,000.00	$19,184.95	$19,184.95	$8,500.00	$8,500.00	$9,734.18	$9,734.18	$2,980.00	$2,980.00	$3,750.00	$3,750.00
D.2	MAINTENANCE OF TRAFFIC	LS	1	$12,500.00	$12,500.00	$8,316.00	$8,316.00	$2,189.35	$2,189.35	$2,900.00	$2,900.00	$17,500.00	$17,500.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$2,000.00	$2,000.00	$4,394.98	$4,394.98	$12,500.00	$12,500.00	$15,424.05	$15,424.05	$75,000.00	$75,000.00	$26,000.00	$26,000.00
D.3	MATERIAL TESTING ALLOWANCE	LS	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
D.4	MOBILIZATION & DEMOBILIZATION	LS	1	$22,000.00	$22,000.00	$11,899.15	$11,899.15	$63,702.70	$63,702.70	$36,750.00	$36,750.00	$58,000.00	$58,000.00	$22,500.00	$22,500.00	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$11,510.97	$11,510.97	$50,000.00	$50,000.00	$67,271.75	$67,271.75	$70,000.00	$70,000.00	$80,000.00	$80,000.00
D.5	BONDS	LS	1	$3,121.00	$3,121.00	$8,028.28	$8,028.28	$6,998.00	$6,998.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$14,000.00	$14,000.00	$9,000.00	$9,000.00	$6,800.00	$6,800.00	$5,913.59	$5,913.59	$13,000.00	$13,000.00	$12,848.10	$12,848.10	$3,750.00	$3,750.00	$6,600.00	$6,600.00
D.6	INSURANCE	LS	1	$2,500.00	$2,500.00	$4,375.41	$4,375.41	$0.01	$0.01	$4,700.00	$4,700.00	$1,000.00	$1,000.00	$21,000.00	$21,000.00	$5,000.00	$5,000.00	$6,800.00	$6,800.00	$5,000.00	$5,000.00	$18,000.00	$18,000.00	$5,063.29	$5,063.29	$12,250.00	$12,250.00	$6,600.00	$6,600.00
D.7	OWNER CONTROLLED CONTINGENCY (20% of Hard Construction Cost, Sections A,B,C)	LS	20%	$321,107.00	$64,221.40	$351,076.84	$70,215.37	$324,920.75	$64,984.15	$339,877.20	$67,975.44	$320,092.40	$64,018.48	$369,287.50	$73,857.50	$395,837.40	$79,167.48	$465,465.20	$93,093.04	$537,204.42	$107,440.88	$522,398.00	$104,479.60	$561,321.14	$112,264.23	$525,086.19	$105,017.24	$628,837.00	$125,767.40
	Grand Totals:				**$451,249.40**		**$484,111.05**		**$485,944.96**		**$489,022.64**		**$503,110.88**		**$560,645.00**		**$561,004.88**		**$641,158.24**		**$710,649.79**		**$748,877.60**		**$803,926.74**		**$814,083.43**		**$897,554.40**

April 17, 2026

Kyle Burg, PE
Senior Engineer
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

kburg@wellingtonfl.gov

Re: C-8 Canal Multi-Use Pathway LAP CEI
FM#449006-1

Dear Kyle,

WGI, Inc. (CONSULTANT) is pleased to provide this proposal to **Village of Wellington** (VILLAGE) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Agreement for Consulting Services with the Village of Wellington, dated 8th of October, 2024.

PROJECT UNDERSTANDING

Village of Wellington has requested Construction Engineering & Inspection (CEI) services for the FM#449006-1 C-8 Canal Multi-Use Pathway LAP Project and limited assistance for FDOT coordination.

The project is federally funded through the Florida Department of Transportation (FDOT) Local Agency Program (LAP). The work includes clearing and grubbing and construction of a 10'-wide paved multi-use pathway on the east bank of the ACME C-8 Canal. The project limits are between Stribling Way approximately 5180' north to Forest Hill Boulevard and is between the ACME C-8 Canal and Lake Lisbet.

This project is based on plans prepared by Simmons & White dated August 15, 2024. WGI herein referred to as CONSULTANT, will provide plan and specification review; construction administration; part-time construction engineering and inspection (CEI) services; Local Agency Program (LAP) documentation, reporting and coordination; and review of CONTRACTOR provided submittals and documentation for the construction project.

The following scope and fee proposal is based on a 90 day substantial completion with part-time field representative services, and 120 day final completion with part-time field representative services and limited assistance for FDOT coordination. Scope and fee are subject to change due to the change in construction duration or requested involvement in coordinating with FDOT.

SCOPE OF SERVICES

A. Constructability Review: The CONSULTANT will review project plans and specifications to become familiarized with the project and to identify any potential issues with the plans and specifications. Any issues noted will be reviewed with the CLIENT prior to the pre-construction meeting.

B. Submittal Reviews: The CONSULTANT will review submittals made by the CONTRACTOR in accordance with the contract documents. These submittals include shop drawings, engineering submittals, and construction schedules.

C. Pre-Construction Meeting: The CONSULTANT shall attend the project pre-construction meeting with the VILLAGE, CONTRACTOR, and others as necessary.

D. Construction Observation: The CONSULTANT will provide a field representative to perform daily quality control observation of construction activities to document activities performed and assessment of conformance with the contract documents. A daily field observation report will be prepared and provided to the VILLAGE. Observation reports shall be submitted weekly and in advance of the CONTRACTOR's pay application. The field representative will be provided for 8 hours/week through substantial inspection and 4 hours/week through final completion.

E. Progress Meetings: CONSULTANT shall attend monthly construction progress meetings (up to 4) to be held at the project site or VILLAGE Hall. CONSULTANT will provide the VILLAGE's Project Manager and key staff updates of ongoing construction progress.

F. Pay Application Review: CONSULTANT shall review payment applications (up to 4) submitted in a format acceptable to the VILLAGE. CONSULTANT shall verify the quantities as represented on the pay request and make a recommendation to the VILLAGE to proceed with the payment as requested, or as modified based on CONSULTANT review.

G. Construction Clarifications: CONSULTANT shall respond in writing to CONTRACTOR'S Request for Information (RFI) regarding the design documents during the Work Order duration. A total of two (2) RFI responses have been included in this task. CONSULTANT shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the CONTRACTOR. These interpretations will be rendered and a response prepared and submitted to the CONTRACTOR within one week.

H. Construction Changes: Review and recommend field directive changes, construction change directives, and proposed change orders, as requested by the CONTRACTOR and/or the VILLAGE. Services may include assisting with the negotiation of changes to the Contract Time and/or Contract Price and includes maintaining a standard Contingency Usage log (dates submitted, received, reviewed, returned along with a record of review comments, etc.) to track VILLAGE-approved expenditures from the contingency line item in the contract Schedule of Values. Only VILLAGE authorized (in writing) and executed Change Orders are binding to the CONTRACTOR.

I. Testing: Receive, log and track construction CONTRACTOR'S material testing plan and results. The CONTRACTOR shall perform and oversee all Testing Laboratory Services in accordance with project Specifications, and shall meet all inspection, sampling, testing and reporting requirements. CONSULTANT shall perform monthly review of the CONTRACTOR'S testing laboratory's signed and sealed reports with each pay application for general conformance with the Contract Documents.

J. Substantial Completion: CONSULTANT will perform one substantial completion walkthrough with the CONTRACTOR and VILLAGE and develop a punch-list to be addressed by the CONTRACTOR.

K. Final Completion: CONSULTANT will perform one final completion walkthrough with the CONTRACTOR and VILLAGE to review the items on the punch-list generated in the substantial completion walkthrough have been completed.

L. Record Drawing Review: Review CONTRACTOR submitted As-Built information on a periodic basis to confirm proper updates are being made.

M. Project Close-Out: Support the VILLAGE closing out all outstanding items required to meet LAP requirements, contract terms and documentation from the CONTRACTOR.

LIMITATIONS OF AUTHORITY

Except upon written instructions of CLIENT, the CONSULTANT:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall have no authority or responsibility over the CONTRACTOR'S work, nor does the CONSULTANT guarantee the performance of the CONTRACTOR or the CONTRACTOR'S SUBCONTRACTOR'S performing the work.
3. Shall not undertake any of the responsibilities of CONTRACTOR, SUBCONTRACTORS, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, safety precautions, schedule, sequences or procedures of construction.
5. Shall not participate in specialized field or laboratory tests.

FEE AND BASIS OF PAYMENT

The total fee to provide services included in the scope of work detailed above is **$30,430.00**. CONSULTANT will complete the services on a time and materials basis. A staff hour estimate is included as Exhibit A.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. Construction plans, specifications and supplemental general conditions are approved by FDOT Program Management;
2. The project will be constructed in one phase;
3. Construction is assumed to be 90 days to substantial completion and 120 days to final.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. AutoCAD and PDF files of drawings of plans.
2. PDF files of Production Submittal.
3. Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule attached to the Agreement for Professional Consulting Services, or a fixed fee to be negotiated once a scope of service is defined.

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to the Village of Wellington. Upon acceptance of this proposal, please issue a Work Authorization, Task Order, or Purchase Order for the project.

Respectfully submitted,
WGI, Inc.

Brett Oldford, PE
Vice President, Civil Engineering

C-8 Multi-Use Path LAP CEI						Exhibit A
Prepared by: Stephen Cherry, PE						
Date: 4/17/2026						
			$ 210.00	$ 180.00	$ 130.00	
PHASE	TASK	TASK DESCRIPTION	Project Manager	Engineer 1	Field Inspector	TOTAL
		CEI Services				
	A	Construictability Review	2	4		$ 1,140.00
	B	Submittal Reviews	1	4		$ 930.00
	C	Pre-Construction Meeting	2	4		$ 1,140.00
	D	Construction Observation	4	13	100	$ 16,180.00
	E	Progress Meetings	4	8		$ 2,280.00
	F	Pay-Application Reviews	3	6		$ 1,710.00
	G	Construction Clarifications	3	4		$ 1,350.00
	H	Construction Changes	2	4		$ 1,140.00
	I	Testing Documentation	2	4		$ 1,140.00
	J	Substantial Completion	1	2		$ 570.00
	K	Final Completion	1	2		$ 570.00
	L	Record Drawing Review	2	4		$ 1,140.00
	M	Project Close-Out	2	4		$ 1,140.00
		CEI SERVICES SUBTOTAL	$ 6,090.00	$ 11,340.00	$ 13,000.00	$ 30,430.00
		TOTAL				$ 30,430.00

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

FEDERAL ID NO. (FAIN)
D425-033-B

CONTRACT NO.
G3B90

FEDERAL AWARD DATE
05/09/2025

FPN
449006-1-58-01

RECIPIENT UNIQUE ENTITY ID SAM NO.
DRM4UBDJ7149

Recipient, Village of Wellington, desires to supplement the original Agreement entered into and executed on 06/03/2025 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name C-8 Canal from C.R.-892/Forest Hill Boulevard to Stribling Way Length .98 miles

Termini C-8 Canal from C.R.-892/Forest Hill Boulevard to Stribling Way

Description of Work:
Construction of a 10-foot-wide multi-use pathway along the east side of the C-8 canal.

Reason for Supplement and supporting engineering and/or cost analysis:
The purpose of this Supplemental Agreement is to reconcile the LAP agreement total project cost with the Department's bid concurrence and Local Agency construction bid award. The LAP agreement total project cost is revised to $451,250.00 (Four-hundred fifty-one thousand two hundred fifty dollars and zero cents), which is a decrease of $171,053.00 (One hundred seventy-one thousand fifty-three dollars and zero cents) Federal Funds and $88,451.00 (Eighty-eight thousand four-hundred fifty-one dollars and zero cents) local funds. Refer to Exhibit "B" attached hereto and made apart hereof which replaces Exhibit "B" that is to the Original Agreement

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

FINANCIAL PROJECT NUMBER: 449006-1-58-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction						
FY: 2025 (Transportation Alternative Program)	$526,660.00	($171,053.00)	$355,607.00			$355,607.00
FY: 2025 (Local Funds)	$184,094.00	($88,451.00)	$95,643.00	$95,643.00		
FY: (Insert Program Name)						
Total Construction Cost	$710,754.00	($259,504.00)	$451,250.00	$95,643.00	$ 0.00	$355,607.00
Construction Engineering and Inspection (CEI)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$710,754.00	($259,504.00)	$451,250.00	$95,643.00	$ 0.00	$355,607.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Landy Ductan
District Grant Manager Name

Signature

Date

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Village of Wellington

By:_____
Name: Michael J. Napoleone
Title: Mayor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: John P. Krane, P.E.
Title: Director of Transportation Development

Date:_____

Legal Review:

_____

Docusign Envelope ID: 5924841D-AF8C-40D2-9342-446AEF56CE40

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

03/31/2026 | 4:30 PM EDT

Jonathan Reinsvold, P.E., Village Engineer
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414
Email to: jreinsvold@wellingtonfl.gov

RE.: Bid Concurrence for G3B90 FM# 449006-1-58-01, C-8 Canal from C.R.-892/Forest Hill Boulevard to Stribling Way

Dear Mr. Reinsvold:

The Department is in receipt of the Local Agency's (LA) recommendation to award the above referenced project. The bid tabulation documents award to the lowest responsive, responsible bidder. The LA was responsible for the pre-qualification criteria used for the prospective bidders, with the understanding that the evaluation was based on the contractor's ability to perform the work, experience, personnel, equipment, financial resources, and performance record.

Based on the information provided, FDOT concurs with the LA selection of **All County Paving** with a total base bid amount of $451,249.40**.** The low bidder is not suspended or debarred as confirmed with the System of Award Management (https://www.sam.gov/).

The following items are considered non-eligible for payment:

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL AMOUNT
D1	Asbuilts	1	LS	$5,800.00
D3	Material Testing Allowance	1	LS	$20,000.00
D5	Bonds	1	LS	$3,121.00
D6	Insurance	1	LS	$2,500.00
D7	Owner Controlled Contingency (20% of Hard Construction Cost, Sections A,B,C)	20%	LS	$64,221.40
			Total	**$95,642.40**

Only eligible items can be reimbursed up to the amount programmed of **$355,607.00** for construction. A Supplemental Agreement (SA) will be sent to the LA to reconcile project funds to match the project bid tab. Be advised, negotiations with the contractor are not permitted during the award or execution period of the contracting process. Any changes to the contract bid items or quantities must be requested in writing and approved by the Department.

Docusign Envelope ID: 5924841D-AF8C-40D2-9342-446AEF56CE40

Please provide the Department a copy of the contract between the Local Agency and the Contractor for final review prior to execution. The Local Agency must create the construction contract screens and upload the executed construction contract in GAP prior to scheduling a pre-construction meeting. All Change Orders must be approved by the Department prior to execution.

Please feel free to contact me should you have any questions. I can be reached at 954-777-4585 or via email to helen.james@dot.state.fl.us.

Sincerely,

Signed by:
Helen James
4A57384433DD4B2...

Helen James, P.E.
Program Administration Engineer
Program Management Office - District Four

HJ:ms

cc:
Kyle Burg – Village of Wellington
D4 Work Program – FDOT Program Management
Hyacinth Williams- FDOT District Construction (CEI)
Leonard Smith– FDOT District Construction
Sharon SingHagayan- FDOT District Construction (Compliance)
Ronald Arcalas – FDOT Materials Lab
Pete McRae – FDOT Palm Beach Operations Center
Mya Gray- FDOT Local Program Administrator
File

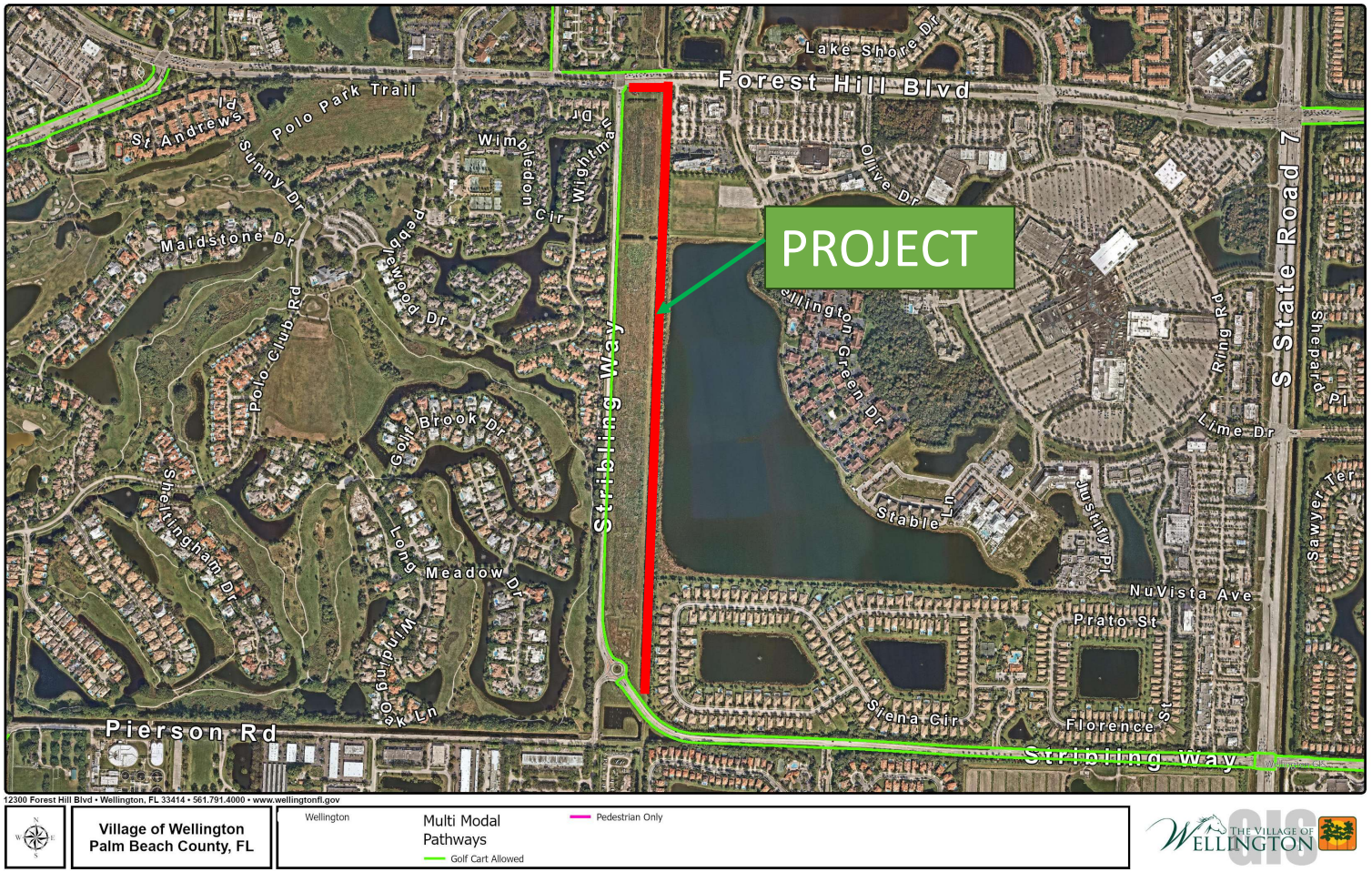
C-8 Canal Multi-Use Pathway Project

Project Details

- Construction Cost: $451,249.40
- CEI Cost: $30, 430.00
- **Total Project Cost: $481,679.40**

LAP Contibution: $355,607.00

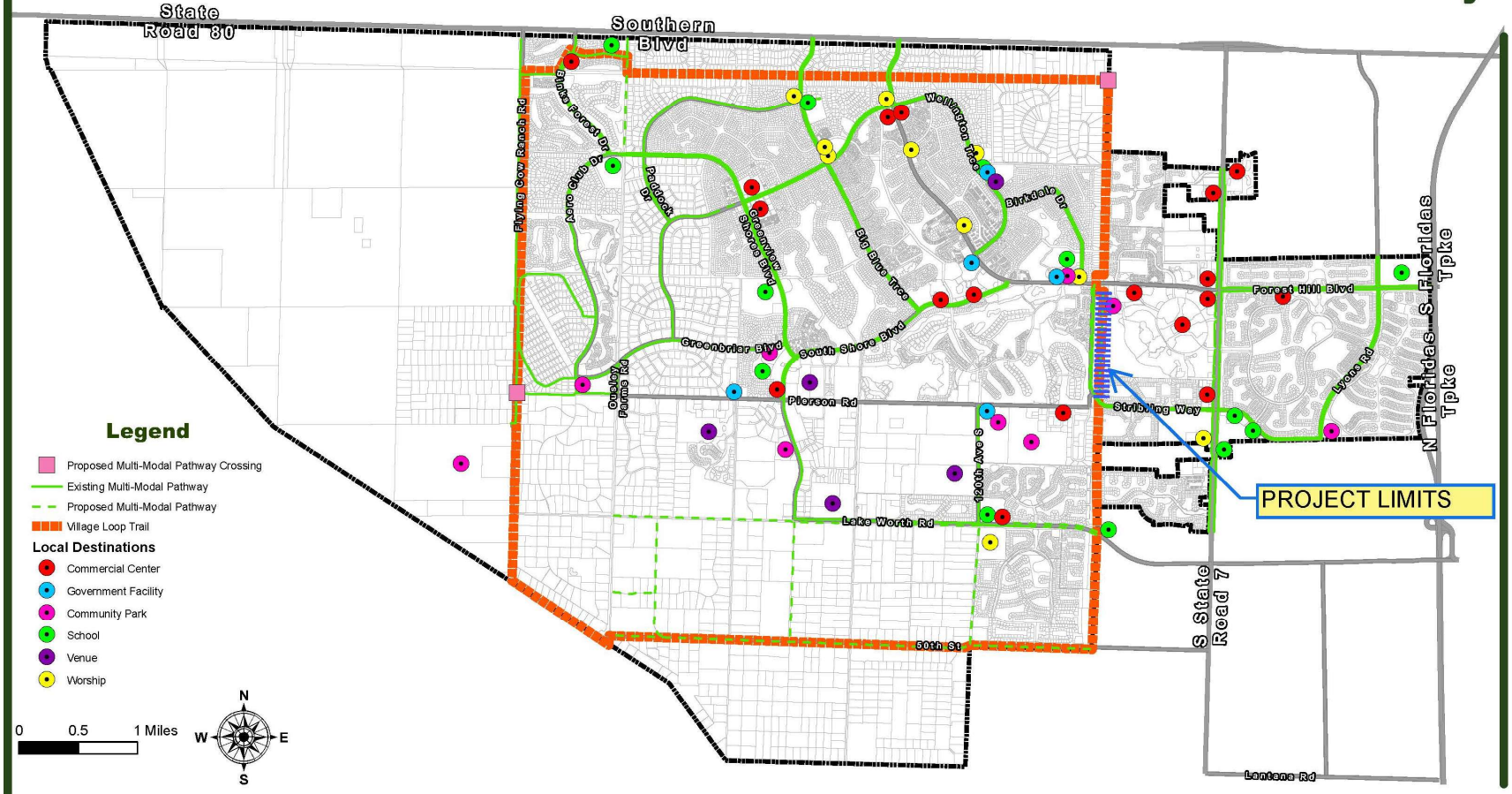
Total Cost to Village: $95,642.40



Wellington Comprehensive Plan 2021

Mobility Element

Multi-Modal Pathways



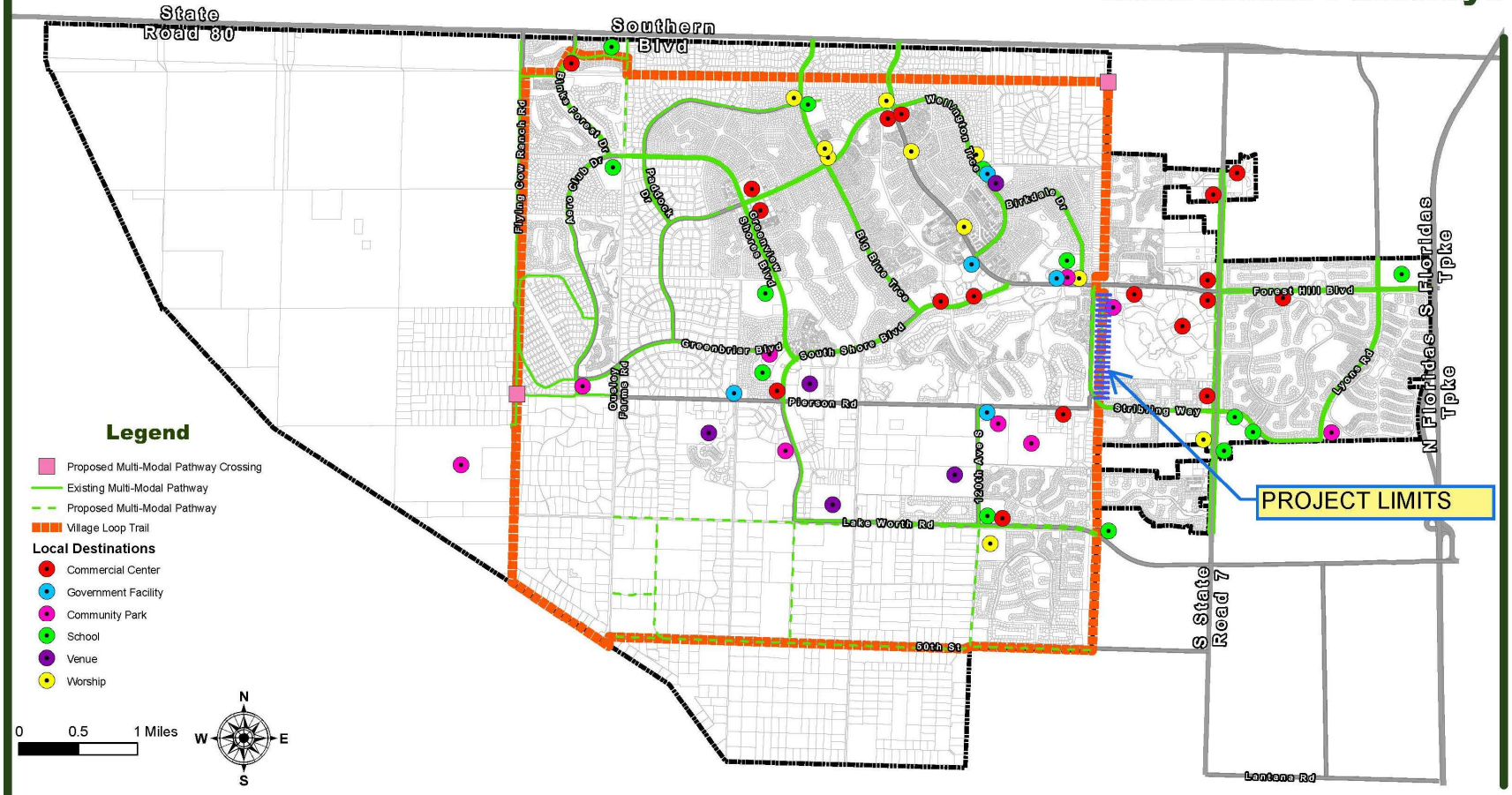
Goals, Objectives, & Policies (M-6)

Wellington Planning & Zoning • 12300 Forest Hill Blvd • Wellington, FL 33414 • 561.791.4000 • www.wellingtonfl.gov

Wellington Comprehensive Plan 2021

Mobility Element

Multi-Modal Pathways



Goals, Objectives, & Policies (M-6)

Wellington Planning & Zoning • 12300 Forest Hill Blvd • Wellington, FL 33414 • 561.791.4000 • www.wellingtonfl.gov

File #: 26-7532, **Version:** 1

ITEM: AUTHORIZATION TO: 1) AWARD A CONTRACT FOR THE GREENBRIAR BLVD. BIKE LANES - AERO CLUB DR. TO GREENVIEW SHORES BLVD. PROJECT; 2) EXECUTE A TASK ORDER FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES; AND 3) EXECUTE A SUPPLEMENTAL AGREEMENT WITH FDOT

REQUEST: Authorization to: 1) Award a contract to R & D Paving, LLC for the Greenbriar Blvd. Bike Lanes - Aero Club Dr. to Greenview Shores Blvd. Project in the amount of $3,458,081.88; 2) Execute a task order with Wantman Group, Inc. (WGI) for construction engineering and inspection (CEI) services in the amount of $219,060.00; and 3) Execute a supplemental agreement to reconcile the Local Agency Program (LAP) Agreement total project cost.

EXPLANATION: On March 11, 2025, Council approved Resolution No. R2025-11 to enter into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the Greenbriar Boulevard Rebuild & Bicycle Lanes Project. The LAP Agreement expires on June 30, 2027.

The project is located on Greenbriar Boulevard between Aero Club Drive and Greenview Shores Boulevard, approximately 1.9 miles in length. The scope of work includes widening of existing roadway shoulder for new 5 -foot bike lanes, drainage improvements due to roadway widening, mill and overlay of the existing pavement, installation of enhanced mid-block crossings, and installation of pavement markings. The estimated construction duration is 365 days. The project aligns with the Village of Wellington Vision Zero Action Plan adopted as Resolution No. R2024-43.

Staff is seeking authorization to:

1) Award a contract to R & D Paving, LLC for the Greenbriar Blvd. Bike Lanes Aero Club Dr. to Greenview Shores Blvd. Project in the amount of $3,458,081.88.

   On January 2, 2026, Wellington released ITB #005-26/MS on Euna OpenBids (formerly known as Demandstar), seeking qualified firms to provide such services. The solicitation was also advertised on the Palm Beach County Legal Notice site. On February 19, 2026, the Village received sixteen (16) proposals. One bidder was deemed non-responsive.

Vendor	Amount
R & D Paving, LLC	$3,458,081.88
Rosso Site Development Inc.	$4,178,800.09
H & J Contracting, Inc.	$4,229,134.00
M & M Asphalt Maintenance Inc.	$4,443,276.00
The Paving Lady	$4,663,969.66
Ranger Construction Industries, Inc.	$4,984,293.50
MJC Land Development, LLC	$5,027,152.00
Homestead Concrete & Drainage, Inc.	$5,076,910.00
Bergeron Land Development, Inc.	$5,065,225.08

West Construction, Inc.	$5,185,252.52
Florida Blacktop, Inc.	$5,228,266.74
OHLA USA, Inc.	$5,283,621.97
Florida Engineering and Development Corp.	$5,631,415.40
Roadway Construction, LLC	$6,317,151.86
General Asphalt Co., LLC	$6,106,413.70
Sunshine Land Designs	Non Responsive

2) Authorization to execute a task order with Wantman Group, Inc. (WGI), utilizing the previously Council approved engineering services contract (RFQ 202414), to provide construction engineering and inspection (CEI) services for the project in the amount of $219,060.00. These services will be fully funded by Wellington.

The purpose of this task order is to provide CEI services for the Greenbriar Boulevard Rebuild & Bicycle Lanes Project, including plan and specification review, submittal reviews, pre-construction meeting attendance, construction observation, progress meetings, pay application review, RFI responses, construction change review, materials testing oversight, substantial and final completion walkthroughs, as-built review, and project close-out support.

3) Authorization to execute a Local Agency Program (LAP) supplemental agreement to reconcile the LAP agreement total project cost with the FDOT's bid concurrence and Local Agency construction bid award.

The purpose of this supplemental agreement is to revise the LAP agreement total project cost to $3,458,082.00, which is a decrease of $280,504.00 in Federal Funds and $346,683.00 in local funds.

The following items are considered non-eligible for LAP payment, totaling $1,024,559.48, and are the responsibility of the Village of Wellington: 1" SP-9.5 Structural Course Asphaltic Course ($341,807.50), 1" Asphalt Milling ($87,210.00), Adjust Valve Boxes ($6,270.00), Adjust Manhole ($1,925.00), As-builts ($10,200.00), Material Testing Allowance ($20,000.00), Bonds ($35,000.00), Insurance ($10,000.00), and Owner Controlled Contingency ($512,146.98).

FDOT's contribution for construction will be $2,433,522.00 and Wellington's contribution will be $1,024,560.

The total estimated cost for the Greenbriar Blvd. Bike Lanes - Aero Club Dr. to Greenview Shores Blvd. Project is $3,677,141.88, consisting of $3,458,081.88 for construction services and $219,060.00 for construction engineering and inspection (CEI) services.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for this project are available in the Gas Tax Capital Fund Budget for the Multi-purpose Pathways and Bicycle Lanes Program.

WELLINGTON FUNDAMENTAL: Protecting Our Investment

RECOMMENDATION: Authorization to: 1) Award a contract to R & D Paving, LLC for the Greenbriar Blvd. Bike Lanes - Aero Club Dr. to Greenview Shores Project in the amount of $3,458,081.88; 2) Execute a task order with Wantman Group, Inc. (WGI) for construction engineering and inspection (CEI) services in the amount of $219,060.00; and 3) Execute a supplemental agreement to reconcile the Local Agency Program (LAP) Agreement total project cost.

Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

April 8, 2026

NOTICE OF INTENT TO AWARD

Pursuant to Wellington's Purchasing Policies and Procedures, notice is provided as follows:

INVITATION TO BID: ITB #005-26/MS - Greenbriar Blvd Bike Lanes - Aero Club Dr to Greenview Shores Blvd opening date and time February 19, 2026 at 10:00 AM local time.

1. Wellington has completed its evaluation of ITB#005-26/MS and intends to recommend to Council the award of Greenbriar Blvd Bike Lanes - Aero Club Dr to Greenview Shores Blvd contract to:

    - **R & D Paving, LLC**

2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the ITB Documents and approval by the Wellington Council.

VENDORS	R & D Paving,LLC	Rosso Site Development Inc	H & J Contracting, Inc	Bergeron Land Development,Inc	Florida Blacktop,Inc	General Asphalt CO,LLC	MJC Land Development,LLC	Homestead Concrete & Drainage,Inc	M & M Asphalt Maintenance Inc	OHLA USA,Inc	Ranger Construction Industries,Inc	Roadway Construction,LLC	Florida Engineering and Development Corp	The Paving Lady	West Construction, Inc	Sunshine Land Designs
Original and one(1) pdf (CD) Copy	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Bid Cover Page	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	N	N	N	Y	N
Bid Form signed by Authorized Rep.	Y	Y	Y	Y	Y	y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Acknowledgement of Addendums 1 & 2	Y	Y	Y	Y	N	Y	Y	Y	N	Y	Y	y	N	N	Y	N
Bid Bond/Security	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Schedule of Values	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Schedule of Subcontractor/Supplies	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Schedule of Equipment and Materials	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Sworn Statement Under Section 287.133(3)(a)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Drug Free Workplace	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N
Trench Safety Affidavit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Questionnaire	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
A. 7 Years in Business	13 yrs	13 yrs	28 yrs	61yrs	42 yrs	60 yrs	18yrs	45yrs	17yrs	20yrs	44yrs	14yrs	23yrs	34yrs	56yrs	N
Insurance Certificates	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	y	Y	Y	Y	Y	N
Copy of Appropriate Licenses in FL	FDOT Pre-Qualified /Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified /Certified Underground Utility and Excavation Contractor	Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified/Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified/Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified/Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified/Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified/Certified Underground Utility and Excavation Contractor	Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified/Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified/Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified/Certified Underground Utility and Excavation	FDOT Pre-Qualified/Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified/Certified Underground Utility and Excavation Contractor	FDOT Pre-Qualified/Certified Underground Utility and Excavation Contractor	N
Proof of Workers Compensation/Exemption	Y	Y	Y	Y	y	Y	Y	Y	Y	Y	y	Y	Y	Y	Y	N
Conflict of Interest Statement	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Non-Collusion Affidavit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
References (3) and Prior Experience Form	Y	Y	Y	y	y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Certification Pursuant to FL Statue 215.4725 and 287.135	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
E-Verify Memo of Understanding (MOU)	Y	Y	N	Y	Y	Y	Y	Y	Y		y	Y	Y	Y	Y	N
GC in St. of FL **OR** FDOT pre-qualified	FDOT Pre-Qualified	FDOT Pre-Qualified	GC in St. of FL	FDOT Pre-Qualified	FDOT Pre-Qualified	FDOT Pre-Qualified	FDOT Pre-Qualified	FDOT Pre-Qualified	N	FDOT Pre-Qualified	FDOT Pre-Qualified	FDOT Pre-Qualified	FDOT Pre-Qualified	FDOT Pre-Qualified	FDOT Pre-Qualified	N
If FDOT Pre-Qualified																N
A. FDOT Certification	Y	Y	N	Y	Y	Y	Y	Y	N	Y	y	Y	Y	Y	Y	N
B. FDOT LAP Cert. Form 525-010-46	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Bid opportunity list (FDOT Form 375-040-62)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
FDOT Drug Statement (FDOT From 375-040-18)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Debarment Form (FDOT Form 375-030-32)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Cert. Disclosure of Lobbying (FDOT Form 375-030-33)	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	N	Y	N	Y	N
Disclosure of Lobbying (FDOT 375-030-34)	Y	Y	N	N	Y	Y	Y	Y	Y	N	N	N	Y	N	Y	N
Vendor Eligibility Check Prior to Contract Award (375-030-91)	Y	Y	N	N	N	N	Y	Y	N	N	N	N	Y	N	N	N
Grand Total:	**$ 3,458,081.88**	**$ 4,178,800.09**	**$ 4,229,134.00**	**$ 5,065,225.08**	**$ 5,228,266.74**	**$ 6,106,413.70**	**$ 5,027,152.00**	**$ 5,076,910.00**	**$ 4,443,276.00**	**$ 5,283,621.97**	**$ 4,984,293.50**	**$ 6,317,151.86**	**$ 5,631,415.40**	**$ 4,663,969.66**	**$ 5,185,252.52**	**Non-Responsive**

Greenbriar Blvd Bike Lanes - Aero Club Dr to Greenview Shores Blvd
ITB #005-26/MS - Bid Tabulation

				R & D Payne LLC		Rosso Site Development LLC		H & J Contracting Inc		Reveron Land Development Inc		Florida Blacktop Inc		General Asphalt CO LLC		MIC Land Development LLC		Homestead Concrete & Drainage Inc		M & M Asphalt Maintenance Inc		OHLA USA Inc		Ranger Construction Industries Inc		Roadway Construction LLC		Florida Engineering and Development Corp		The Payne Lady		West Construction, Inc	
	SCHEDULE OF VALUES	UNIT TYPE	QTY	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total
	A. Erosion Control / Demo				**$128,500.00**		**$69,196.58**		**$123,800.00**		**$79,300.00**		**$276,250.00**		**$225,500.00**		**$246,000.00**		**$130,000.00**		**$163,007.48**		**$187,775.82**		**$460,000.00**		**$211,308.87**		**$154,000.00**		**$27,919.54**		**$180,000.00**
A.1	EROSION CONTROL & COMPLIANCE	LS	1	$25,000.00	$25,000.00	$19,126.56	$19,126.56	$88,000.00	$88,000.00	$74,300.00	$74,300.00	$84,000.00	$84,000.00	$49,500.00	$49,500.00	$170,000.00	$170,000.00	$90,000.00	$90,000.00	$66,007.48	$66,007.48	$100,000.00	$100,000.00	$49,000.00	$49,000.00	$135,996.64	$135,996.64	$61,000.00	$61,000.00	$16,770.11	$16,770.11	$85,000.00	$85,000.00
A.2	DEMO: CLEARING & GRUBBING	LS	1	$103,500.00	$103,500.00	$50,070.02	$50,070.02	$35,800.00	$35,800.00	$5,000.00	$5,000.00	$192,250.00	$192,250.00	$176,000.00	$176,000.00	$76,000.00	$76,000.00	$240,000.00	$240,000.00	$97,000.00	$97,000.00	$87,775.82	$87,775.82	$411,000.00	$411,000.00	$75,312.23	$75,312.23	$73,000.00	$73,000.00	$41,149.43	$41,149.43	$95,000.00	$95,000.00
	B. Roadway Improvements				**$1,779,251.00**		**$2,188,351.70**		**$2,296,136.00**		**$3,005,397.05**		**$2,625,193.01**		**$3,092,015.88**		**$2,845,720.00**		**$2,626,425.00**		**$2,229,950.00**		**$2,500,727.54**		**$2,076,518.30**		**$3,403,818.90**		**$3,175,900.00**		**$2,504,846.45**		**$2,491,030.40**
B.1	REGULAR EXCAVATION	CY	35000	$12.45	$186,750.00	$4.10	$61,500.00	$4.40	$66,000.00	$11.95	$179,250.00	$14.50	$217,500.00	$49.50	$742,500.00	$22.00	$330,000.00	$30.00	$450,000.00	$34.00	$510,000.00	$67.85	$717,750.00	$1.80	$27,000.00	$49.79	$746,850.00	$22.75	$341,250.00	$5.06	$75,900.00	$19.50	$292,500.00
B.2	EMBANKMENT (COMPACTED IN PLACE)	CY	2500	$16.75	$41,875.00	$4.10	$10,250.00	$6.60	$16,500.00	$11.52	$28,800.00	$48.00	$120,000.00	$24.20	$60,500.00	$26.00	$65,000.00	$20.00	$50,000.00	$15.00	$37,500.00	$15.00	$37,500.00	$3.55	$8,875.00	$10.80	$27,225.00	$20.00	$175,000.00	$7.59	$18,975.00	$28.25	$70,625.00
B.3	1" SP-9.5 STRUCTURAL COURSE ASPHALTIC CONCRETE	TON	2350	$145.45	$341,807.50	$210.00	$493,500.00	$174.00	$408,900.00	$265.80	$624,630.00	$185.50	$435,925.00	$180.00	$423,000.00	$202.00	$474,700.00	$185.00	$434,750.00	$158.00	$371,300.00	$158.10	$371,535.00	$178.45	$419,357.50	$184.00	$432,400.00	$199.00	$467,650.00	$184.58	$386,763.00	$188.00	$441,800.00
B.4	1.5" SP-12.5 STRUCTURAL COURSE ASPHALTIC CONCRETE	TON	675	$177.00	$119,475.00	$227.85	$153,798.75	$178.00	$120,150.00	$256.95	$173,441.25	$266.00	$179,550.00	$240.00	$162,000.00	$230.00	$155,250.00	$195.00	$131,625.00	$162.00	$109,350.00	$144.00	$97,200.00	$185.10	$124,942.50	$182.00	$122,850.00	$250.00	$168,750.00	$229.91	$155,189.25	$200.00	$135,000.00
B.5	SP-12.5 ASPHALTIC CONCRETE (OVERBUILD)	TON	2500	$137.40	$343,500.00	$183.75	$459,375.00	$188.00	$470,000.00	$253.49	$633,725.00	$255.00	$637,500.00	$180.00	$450,000.00	$200.00	$500,000.00	$198.00	$495,000.00	$181.00	$452,500.00	$156.00	$391,750.00	$180.00	$450,000.00	$154.70	$386,750.00	$190.00	$475,000.00	$187.79	$469,475.00	$205.00	$512,500.00
B.6	1" ASPHALT MILLING	SY	34200	$2.55	$87,210.00	$3.68	$125,856.00	$2.92	$99,864.00	$3.06	$104,652.00	$2.60	$88,920.00	$2.75	$94,050.00	$4.40	$150,480.00	$4.00	$136,800.00	$2.65	$90,630.00	$3.00	$102,600.00	$5.90	$201,780.00	$2.75	$94,050.00	$3.30	$112,860.00	$3.28	$112,176.00	$3.85	$131,670.00
B.7	OPTIONAL BASE GROUP 13	SY	8320	$36.05	$299,215.00	$56.07	$466,381.00	$42.70	$354,430.00	$61.47	$344,201.00	$53.00	$439,900.00	$63.80	$529,540.00	$64.00	$531,200.00	$25.00	$207,500.00	$32.00	$265,600.00	$24.00	$199,200.00	$54.41	$451,603.00	$70.84	$587,972.00	$78.00	$647,400.00	$49.08	$407,364.00	$50.00	$415,000.00
B.8	12" COMPACTED SUBGRADE	SY	9400	$4.55	$42,770.00	$7.62	$71,628.00	$21.20	$218,080.00	$26.64	$250,416.00	$1.75	$16,450.00	$1.65	$15,510.00	$7.00	$65,800.00	$20.00	$188,000.00	$2.70	$25,380.00	$9.00	$84,600.00	$2.35	$22,090.00	$5.08	$47,752.00	$18.25	$171,550.00	$26.67	$250,698.00	$12.00	$112,800.00
B.9	CONCRETE SIDEWALK/DRIVEWAYS (6" THICK)	SY	750	$76.10	$57,075.00	$90.12	$67,590.00	$66.00	$49,500.00	$103.43	$77,572.50	$80.00	$60,000.00	$132.00	$99,000.00	$150.00	$112,500.00	$80.00	$60,000.00	$98.00	$73,500.00	$200.00	$150,000.00	$99.68	$71,760.00	$211.00	$158,250.00	$108.00	$81,000.00	$199.40	$146,550.00	$90.00	$67,500.00
B.10	CONCRETE SIDEWALK/DRIVEWAYS (4" THICK)	SY	200	$67.10	$13,420.00	$74.75	$14,950.00	$65.00	$13,000.00	$188.17	$37,634.00	$56.00	$11,200.00	$84.70	$16,940.00	$130.00	$26,000.00	$65.00	$13,000.00	$60.00	$12,000.00	$70.00	$14,000.00	$79.20	$15,840.00	$145.38	$29,076.00	$94.00	$18,800.00	$185.52	$37,104.00	$75.00	$15,000.00
B.11	SHELLROCK BRIDGE PATH	SY	100	$82.45	$8,245.00	$55.20	$5,520.00	$81.50	$8,150.00	$54.59	$5,459.00	$70.00	$7,000.00	$60.50	$6,050.00	$98.00	$9,800.00	$200.00	$20,000.00	$42.00	$4,200.00	$135.00	$13,500.00	$87.65	$8,765.00	$54.41	$5,441.00	$111.00	$11,100.00	$93.68	$9,368.00	$64.05	$6,405.00
B.12	TYPE F CURB & GUTTER	LF	375	$43.10	$16,162.50	$55.03	$20,636.25	$31.00	$12,375.00	$49.21	$18,453.75	$38.00	$14,250.00	$68.20	$25,575.00	$42.00	$15,750.00	$60.00	$18,750.00	$52.00	$19,500.00	$47.00	$17,625.00	$51.70	$19,387.50	$99.57	$37,338.75	$98.00	$22,125.00	$51.72	$19,395.00	$47.00	$17,625.00
B.13	TYPE D CURB	LF	40	$27.50	$1,100.00	$66.09	$2,643.60	$27.50	$1,100.00	$160.89	$6,435.60	$31.00	$1,240.00	$44.00	$1,760.00	$36.00	$1,440.00	$50.00	$2,000.00	$37.00	$1,480.00	$66.00	$2,640.00	$38.82	$1,552.80	$91.67	$3,666.80	$55.00	$2,200.00	$45.98	$1,839.20	$45.00	$1,800.00
B.14	HEADER CURB	LF	1000	$31.80	$31,800.00	$33.21	$33,210.00	$24.20	$24,200.00	$51.98	$51,980.00	$28.00	$28,000.00	$66.00	$66,000.00	$36.00	$36,000.00	$50.00	$50,000.00	$39.50	$39,500.00	$39.00	$39,000.00	$70.00	$70,000.00	$88.33	$88,330.00	$76.00	$76,000.00	$51.72	$51,720.00	$45.00	$45,000.00
B.15	LOOP ASSEMBLY (TYPE F - 6E)	EA	2	$1,141.50	$2,283.00	$2,162.50	$4,725.00	$1,850.00	$7,700.00	$2,589.23	$5,178.46	$2,100.00	$4,200.00	$2,032.94	$4,065.88	$2,500.00	$5,000.00	$5,000.00	$10,000.00	$3,235.00	$6,470.00	$1,913.27	$5,826.54	$1,680.00	$5,360.00	$1,647.22	$3,694.44	$2,345.00	$4,690.00	$2,922.99	$6,045.98	$5,135.00	$10,270.00
B.16	DETECTABLE WARNING	EA	25	$660.00	$16,500.00	$369.28	$8,732.00	$660.00	$16,500.00	$780.29	$19,507.25	$662.00	$11,550.00	$460.00	$11,000.00	$1,450.00	$36,250.00	$400.00	$10,000.00	$657.00	$11,425.00	$450.00	$11,250.00	$874.20	$21,855.00	$76.89	$1,922.25	$200.00	$5,000.00	$882.07	$22,051.75	$1,052.50	$26,312.50
B.17	ADJUST VALVE BOXES	EA	6	$1,045.00	$6,270.00	$997.50	$5,985.00	$893.00	$5,358.00	$974.71	$5,848.26	$840.00	$5,040.00	$1,072.50	$6,435.00	$1,800.00	$10,800.00	$950.00	$5,700.00	$250.00	$1,500.00	$1,041.00	$6,246.00	$1,120.00	$6,720.00	$455.00	$2,730.00	$1,000.00	$6,000.00	$1,026.44	$6,158.64	$500.00	$3,000.00
B.18	ADJUST MANHOLE	EA	1	$1,925.00	$1,925.00	$1,837.50	$1,837.50	$2,307.00	$2,307.00	$1,104.67	$1,104.67	$952.00	$952.00	$1,100.00	$1,100.00	$2,350.00	$2,350.00	$1,600.00	$1,600.00	$1,985.00	$1,985.00	$2,060.00	$2,060.00	$2,060.00	$2,060.00	$650.00	$650.00	$1,325.00	$1,325.00	$2,451.72	$2,451.72	$1,220.90	$1,220.90
B.19	ADJUST INLET TOP	EA	2	$2,200.00	$4,400.00	$2,100.00	$4,200.00	$4,849.00	$9,698.00	$3,249.04	$6,498.08	$2,800.00	$5,600.00	$1,100.00	$2,200.00	$2,350.00	$4,700.00	$1,600.00	$3,200.00	$2,905.00	$4,530.00	$5,775.00	$11,550.00	$2,350.00	$4,700.00	$1,000.00	$2,000.00	$3,625.00	$7,250.00	$5,136.78	$10,273.56	$2,126.00	$4,252.00
B.20	DITCH BOTTOM INLET, TYPE K -<10'	EA	1	$11,000.00	$11,000.00	$10,500.00	$10,500.00	$11,220.00	$11,220.00	$14,815.91	$14,815.91	$12,768.00	$12,768.00	$14,300.00	$14,300.00	$11,500.00	$11,500.00	$11,500.00	$11,500.00	$11,300.00	$11,300.00	$16,695.00	$16,695.00	$11,800.00	$11,800.00	$14,105.38	$14,105.38	$9,150.00	$9,150.00	$12,886.53	$12,886.53	$6,810.00	$6,810.00
B.21	DITCH BOTTOM INLET, TYPE K -<16'	EA	24	$3,903.00	$93,672.00	$3,725.48	$89,411.52	$7,216.00	$173,184.00	$5,978.23	$143,477.52	$5,152.00	$123,648.00	$7,568.00	$181,632.00	$5,500.00	$127,200.00	$9,800.00	$235,200.00	$4,000.00	$96,000.00	$7,215.00	$173,160.00	$4,680.00	$100,320.00	$11,780.47	$282,731.28	$9,000.00	$216,000.00	$8,264.25	$198,342.00	$6,370.00	$152,880.00
B.22	18" REINFORCED CONCRETE PIPE	LF	600	$88.00	$52,800.00	$128.54	$77,124.00	$302.00	$181,200.00	$480.83	$288,498.00	$340.00	$204,000.00	$298.10	$178,860.00	$290.00	$174,000.00	$153.00	$91,800.00	$130.50	$78,300.00	$186.00	$111,600.00	$155.00	$93,000.00	$437.87	$262,722.00	$260.00	$156,000.00	$385.35	$180,690.00	$200.00	$120,000.00
	Pavement Markings and Signage				**$403,229.90**		**$448,432.31**		**$526,239.00**		**$747,189.28**		**$429,486.90**		**$476,453.87**		**$440,990.00**		**$752,500.00**		**$513,198.70**		**$456,681.61**		**$499,342.95**		**$396,138.36**		**$499,904.50**		**$668,953.40**		**$614,696.70**
C.1	4" SOLID THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	GM	1.5	$6,389.00	$22,361.50	$6,300.00	$22,050.00	$6,400.00	$22,400.00	$4,633.13	$16,215.96	$5,520.00	$19,320.00	$8,250.00	$28,875.00	$7,350.00	$25,725.00	$7,800.00	$27,300.00	$5,685.00	$19,897.50	$6,816.00	$23,856.00	$6,920.00	$22,120.00	$4,920.00	$17,251.50	$5,990.00	$20,965.00	$8,375.17	$29,313.10	$5,185.00	$18,147.50
C.2	8" SOLID THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	GM	0.2	$18,164.00	$2,032.80	$8,400.00	$1,680.00	$10,200.00	$2,040.00	$4,633.13	$926.63	$7,360.00	$1,472.00	$8,800.00	$1,760.00	$7,600.00	$1,520.00	$10,500.00	$2,100.00	$8,975.00	$1,795.00	$9,088.80	$1,817.76	$9,170.00	$1,834.00	$6,572.00	$1,314.40	$8,000.00	$1,600.00	$11,331.08	$2,306.21	$6,900.00	$1,380.00
C.3	12" SOLID THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	GM	0.2	$17,624.00	$3,484.80	$17,850.00	$3,570.00	$17,500.00	$3,500.00	$24,042.87	$4,808.57	$11,041.00	$2,208.20	$15,400.00	$3,080.00	$15,000.00	$3,000.00	$16,000.00	$3,200.00	$17,055.00	$3,411.00	$13,630.60	$2,726.12	$19,700.00	$3,940.00	$9,858.00	$1,971.60	$12,000.00	$2,400.00	$23,062.07	$4,612.41	$10,375.00	$2,075.00
C.4	24" SOLID THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	LF	1150	$6.35	$7,302.50	$6.30	$7,245.00	$6.00	$6,900.00	$9.75	$11,212.50	$7.00	$8,050.00	$6.60	$7,590.00	$7.00	$8,050.00	$9.00	$10,350.00	$6.50	$7,475.00	$8.13	$9,349.50	$8.85	$10,177.50	$6.17	$7,095.50	$7.50	$8,625.00	$8.74	$10,051.00	$6.50	$7,475.00
C.5	6" SKIP (32'-10') THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	GM	0.2	$1,598.00	$319.60	$6,300.00	$1,260.00	$1,600.00	$320.00	$4,717.60	$943.52	$1,381.00	$276.20	$3,300.00	$660.00	$2,850.00	$570.00	$8,400.00	$1,680.00	$5,685.00	$1,137.00	$1,819.40	$363.88	$1,240.00	$248.00	$1,233.00	$246.60	$1,500.00	$300.00	$9,103.45	$1,820.69	$1,295.00	$259.00
C.6	6" SKIP (6'-10") THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	GM	0.2	$2,178.00	$435.60	$8,400.00	$1,680.00	$2,300.00	$460.00	$7,732.71	$1,546.54	$2,800.00	$560.00	$3,300.00	$660.00	$2,600.00	$520.00	$8,400.00	$1,680.00	$5,685.00	$1,137.00	$3,316.35	$663.27	$3,180.00	$636.00	$2,500.00	$500.00	$3,040.00	$608.00	$9,103.45	$1,820.69	$2,530.00	$506.00
C.7	18" SOLID THERMOPLASTIC PAVEMENT MARKINGS (YELLOW)	LF	1250	$4.15	$5,187.50	$4.73	$5,912.50	$4.00	$5,000.00	$9.10	$11,375.00	$4.75	$5,937.50	$3.30	$4,125.00	$5.50	$6,875.00	$7.00	$8,750.00	$5.10	$6,375.00	$6.07	$7,587.50	$6.60	$8,250.00	$4.25	$5,312.50	$5.15	$6,437.50	$6.44	$8,050.00	$4.50	$5,625.00
C.8	6" DOUBLE SOLID THERMOPLASTIC PAVEMENT MARKINGS (YELLOW)	GM	2.2	$12,778.00	$28,111.60	$17,850.00	$39,270.00	$12,800.00	$28,160.00	$9,266.25	$20,385.75	$10,150.00	$22,330.00	$15,400.00	$33,880.00	$14,750.00	$32,450.00	$8,500.00	$20,900.00	$13,370.00	$25,014.00	$12,818.37	$28,200.41	$17,800.00	$30,160.00	$9,062.00	$20,936.40	$11,015.00	$24,233.00	$16,750.34	$36,850.75	$9,535.00	$20,977.00
C.9	6" SKIP (2'-4") THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	GM	0.5	$2,130.00	$1,065.00	$6,300.00	$3,150.00	$2,200.00	$1,100.00	$7,440.29	$3,720.15	$2,660.00	$1,330.00	$3,300.00	$1,650.00	$2,600.00	$1,300.00	$7,230.00	$3,615.00	$5,685.00	$2,842.50	$2,423.46	$1,211.73	$3,370.00	$1,685.00	$2,375.00	$1,187.50	$2,985.00	$1,492.50	$9,103.45	$4,551.73	$2,500.00	$1,250.00
C.10	RAISED PAVEMENT MARKERS	EA	750	$5.80	$4,350.00	$6.04	$4,530.00	$6.00	$4,500.00	$8.45	$6,337.50	$4.50	$3,375.00	$5.50	$4,125.00	$8.00	$6,000.00	$10.50	$7,875.00	$8.50	$6,375.00	$3.98	$2,985.00	$5.90	$4,425.00	$3.90	$2,925.00	$4.75	$3,562.50	$12.64	$9,480.00	$4.10	$3,075.00
C.11	FLEXIBLE DELINEATOR POST	EA	35	$105.00	$3,675.00	$157.50	$5,512.50	$105.00	$3,675.00	$148.46	$5,231.10	$115.00	$4,025.00	$110.00	$3,850.00	$80.00	$2,800.00	$75.00	$2,625.00	$207.50	$7,262.50	$76.55	$2,679.25	$102.90	$3,601.50	$125.28	$4,375.00	$200.15	$7,005.25	$179.00	$7,940.25	$150.00	$5,850.00
C.12	PAVEMENT MESSAGE OR SYMBOL (WHITE THERMOPLASTIC)	EA	18	$292.00	$5,256.00	$525.00	$9,450.00	$292.00	$5,256.00	$877.24	$15,790.32	$120.00	$2,160.00	$165.00	$2,970.00	$220.00	$3,960.00	$130.00	$2,340.00	$120.00	$2,160.00	$90.65	$1,631.70	$55.71	$642.78	$200.00	$3,600.00	$53.00	$954.00	$44.00	$1,352.00	$172.41	$3,103.38	$60.00	$1,080.00
C.13	PAVEMENT ARROW (WHITE THERMOPLASTIC)	EA	18	$248.00	$4,464.00	$197.50	$2,835.00	$248.00	$4,464.00	$214.64	$3,859.92	$60.00	$1,080.00	$154.00	$2,772.00	$130.00	$2,340.00	$120.00	$2,160.00	$90.65	$1,631.70	$55.71	$642.78	$200.00	$3,600.00	$53.00	$954.00	$44.00	$1,352.00	$172.41	$3,103.38	$60.00	$1,080.00
C.14	BIKE LANE SYMBOL AND ARROW	EA	32	$413.00	$13,216.00	$983.25	$12,264.00	$413.00	$13,216.00	$1,884.44	$60,302.08	$327.00	$10,464.00	$440.00	$14,080.00	$475.00	$15,200.00	$675.00	$21,600.00	$1,360.00	$43,520.00	$297.96	$9,534.72	$470.95	$15,070.40	$292.00	$9,344.00	$305.00	$11,360.00	$660.92	$21,149.44	$305.00	$9,760.00
C.15	GREEN-COLORED PAVEMENT MARKINGS	SF	7000	$12.10	$84,700.00	$13.13	$91,910.00	$12.30	$84,700.00	$24.04	$168,280.00	$9.00	$63,000.00	$8.25	$57,750.00	$14.25	$99,750.00	$20.00	$140,000.00	$17.00	$119,000.00	$8.01	$56,070.00	$14.15	$99,050.00	$7.85	$54,950.00	$9.50	$66,500.00	$25.29	$177,030.00	$8.25	$57,750.00
C.16	SIGN - SINGLE POST - RELOCATE	AS	18	$440.00	$7,920.00	$341.25	$6,142.50	$440.00	$7,920.00	$282.41	$5,083.38	$344.00	$6,192.00	$475.00	$8,550.00	$385.00	$6,930.00	$450.00	$8,100.00	$250.00	$4,500.00	$750.00	$13,500.00	$221.75	$3,987.50	$495.00	$8,910.00	$490.00	$8,820.00	$114.94	$2,068.92	$631.50	$11,367.00
C.17	SIGN - SINGLE POST - (F&I) (<12 SF)	AS	23	$1,073.00	$24,679.00	$577.50	$13,282.50	$1,073.00	$24,679.00	$721.29	$16,589.67	$616.00	$14,168.00	$1,045.00	$24,035.00	$650.00	$14,950.00	$850.00	$19,550.00	$400.00	$9,200.00	$1,000.00	$23,000.00	$606.35	$13,965.05	$470.00	$10,810.00	$600.00	$13,800.00	$747.11	$17,183.99	$2,100.00	$48,415.00
C.18	SIGN - SINGLE POST - REMOVE	AS	15	$77.00	$1,155.00	$28.65	$429.75	$77.00	$1,155.00	$110.67	$1,657.05	$31.00	$465.00	$165.00	$2,475.00	$60.00	$750.00	$125.00	$1,875.00	$113.50	$1,702.50	$250.00	$3,750.00	$58.85	$882.75	$60.00	$750.00	$50.00	$750.00	$143.68	$2,155.20	$210.50	$3,157.50
C.19	SIGN - MULTIPOST - RELOCATE	AS	4	$1,100.00	$4,400.00	$1,207.64	$4,830.56	$1,100.00	$4,400.00	$714.79	$2,859.16	$1,288.00	$5,152.00	$1,575.00	$14,300.00	$1,400.00	$5,600.00	$750.00	$3,000.00	$680.00	$2,720.00	$11,000.00	$44,000.00	$2,590.00	$10,360.00	$4,300.00	$17,200.00	$10,500.00	$42,000.00	$229.89	$919.56	$631.50	$2,526.00
C.20	RAPID FLASHING BEACON - (F&I) (SOLAR POWERED, BACK-TO-BACK)	AS	8	$12,408.00	$99,264.00	$17,325.00	$138,600.00	$15,721.00	$125,768.00	$22,743.26	$181,946.08	$14,012.00	$112,096.00	$13,781.37	$110,090.96	$14,300.00	$114,400.00	$28,000.00	$224,000.00	$12,785.00	$102,280.00	$11,510.20	$92,081.60	$18,600.00	$156,800.00	$12,510.34	$100,082.72	$15,200.00	$121,600.00	$16,426.44	$131,411.52	$18,188.68	$146,709.44
C.21	RAPID FLASHING BEACON - (F&I) (SOLAR POWERED, ONE-DIRECTION)	AS	3	$10,896.00	$32,688.00	$16,800.00	$50,400.00	$14,828.00	$44,484.00	$20,700.83	$62,101.49	$13,160.00	$39,480.00	$12,925.15	$38,775.45	$13,500.00	$40,500.00	$22,000.00	$66,000.00	$12,125.00	$36,375.00	$10,107.24	$30,321.42	$18,000.00	$97,000.00	$11,750.14	$35,250.42	$14,280.00	$42,840.00	$15,494.25	$46,482.75	$17,588.34	$52,765.02
C.22	RAPID FLASHING BEACON - RELOCATE	AS	6	$4,527.00	$27,162.00	$1,197.08	$7,182.00	$4,388.00	$26,328.00	$8,447.50	$50,685.00	$1,217.00	$7,302.00	$1,195.37	$7,172.22	$3,000.00	$18,000.00	$2,000.00	$12,000.00	$4,665.00	$27,990.00	$4,198.38	$25,191.88	$1,360.00	$8,160.00	$1,088.70	$6,520.20	$1,320.00	$7,920.00	$4,585.06	$27,510.36	$9,867.51	$59,205.06
C.23	RAPID FLASHING BEACON - MODIFY	AS	6	$858.00	$5,148.00	$882.00	$5,292.00	$5,880.00	$35,280.00	$5,168.46	$31,190.76	$749.00	$4,494.00	$731.66	$4,413.96	$1,000.00	$6,000.00	$1,800.00	$10,800.00	$884.00	$5,304.00	$795.92	$4,775.52	$988.95	$5,993.70	$668.78	$4,012.68	$810.00	$4,860.00	$6,143.68	$36,862.08	$3,666.26	$21,985.56
C.24	FLASHING BEACON - REMOVE	AS	6	$858.00	$5,148.00	$399.00	$2,394.00	$1,317.00	$7,902.00	$1,949.42	$11,696.52	$585.00	$3,510.00	$574.64	$3,447.84	$2,000.00	$12,000.00	$1,500.00	$9,000.00	$884.00	$5,304.00	$795.92	$4,775.52	$651.90	$2,711.40	$522.40	$3,134.40	$635.00	$3,810.00	$1,375.88	$8,255.16	$916.07	$5,496.42
C.25	POST MOUNTED PEDESTRIAN DETECTOR PUSH BUTTON - (F&I)	EA	12	$5,407.00	$64,884.00	$367.50	$4,410.00	$4,062.00	$48,744.00	$3,249.04	$38,988.48	$7,308.00	$85,296.00	$6,981.55	$83,778.60	$475.00	$5,700.00	$11,000.00	$132,000.00	$5,570.00	$66,840.00	$5,035.31	$60,183.72	$416.25	$4,995.00	$6,346.86	$76,162.32	$7,710.00	$92,520.00	$4,243.68	$50,924.16	$7,678.03	$92,148.36
C.26	ALUMINUM SIGNALS POST - RELOCATE	EA	4	$1,205.00	$4,820.00	$882.50	$3,530.00	$3,482.00	$13,928.00	$3,249.04	$12,996.16	$1,346.00	$5,384.00	$1,321.96	$5,287.84	$1,900.00	$7,600.00	$2,500.00	$10,000.00	$1,241.00	$4,964.00	$1,117.35	$4,469.40	$1,010.00	$4,040.00	$1,201.78	$4,807.12	$1,400.00	$5,600.00	$3,837.93	$14,551.72	$8,937.96	$35,751.84
	D. Landscaping				**$189,750.00**		**$126,350.01**		**$127,000.00**		**$136,950.00**		**$422,450.00**		**$314,500.00**		**$195,750.00**		**$191,000.00**		**$402,500.00**		**$149,500.00**		**$242,300.00**		**$347,629.45**		**$310,000.00**		**$110,967.82**		**$194,275.00**
D.1	SOD (MATCH EXISTING)	SY	35000	$4.85	$169,750.00	$3.61	$126,350.00	$3.20	$112,000.00	$3.77	$131,950.00	$6.63	$232,050.00	$6.00	$210,000.00	$5.25	$183,750.00	$3.60	$126,000.00	$10.70	$374,500.00	$3.70	$129,500.00	$4.40	$154,000.00	$8.92	$312,200.00	$8.00	$280,000.00	$2.76	$96,600.00	$5.25	$183,750.00
D.2	RESTORE EXISTING IRRIGATION	LS	1	$20,000.00	$20,000.00	$0.01	$0.01	$15,000.00	$15,000.00	$5,000.00	$5,000.00	$190,400.00	$190,400.00	$104,500.00	$104,500.00	$12,000.00	$12,000.00	$65,000.00	$65,000.00	$28,000.00	$28,000.00	$20,000.00	$20,000.00	$88,300.00	$88,300.00	$35,429.45	$35,429.45	$30,000.00	$30,000.00	$14,367.82	$14,367.82	$30,525.00	$30,525.00
	E. General Conditions				**$897,366.98**		**$1,340,469.49**		**$1,155,939.00**		**$1,096,187.85**		**$1,474,880.84**		**$1,997,943.95**		**$1,298,692.00**		**$1,179,985.00**		**$1,140,619.82**		**$1,988,936.99**		**$1,706,132.25**		**$1,960,256.28**		**$1,511,610.90**		**$1,321,282.25**		**$1,705,250.42**
E.1	AS-BUILTS	LS	1	$10,200.00	$10,200.00	$8,400.00	$8,400.00	$16,500.00	$16,500.00	$32,971.22	$32,971.22	$35,000.00	$35,000.00	$16,500.00	$16,500.00	$55,000.00	$55,000.00	$12,000.00	$12,000.00	$12,670.00	$12,670.00	$100,000.00	$100,000.00	$12,000.00	$12,000.00	$35,000.00	$35,000.00	$5,000.00	$5,000.00	$16,862.07	$16,862.07	$5,250.00	$5,250.00
E.2	MAINTENANCE OF TRAFFIC	LS	1	$162,000.00	$162,000.00	$172,900.44	$172,900.44	$241,000.00	$241,000.00	$112,517.07	$112517.07	$445,000.00	$445,000.00	$649,000.00	$649,000.00	$175,000.00	$175,000.00	$125,000.00	$125,000.00	$305,000.00	$305,000.00	$400,000.00	$400,000.00	$566,100.00	$566,100.00	$152,989.16	$152,989.24	$145,150.00	$145,150.00	$264,367.82	$264,367.82	$184,000.00	$184,000.00
E.3	MATERIAL TESTING ALLOWANCE	LS	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$35,000.00	$35,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
E.4	MOBILIZATION & DEMOBILIZATION	LS	1	$148,000.00	$148,000.00	$142,518.92	$142,518.92	$214,400.00	$214,400.00	$80,447.26	$80,447.26	$90,000.00	$90,000.00	$400,000.00	$400,000.00	$250,000.00	$250,000.00	$150,000

April 17, 2026

Kyle Burg, PE
Senior Engineer
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

kburg@wellingtonfl.gov

Re: Greenbriar Boulevard Aero Club Drive to Greenview Shores Boulevard LAP CEI
FM#448299-1

Dear Kyle,

WGI, Inc. (WGI) is pleased to provide this proposal to **Village of Wellington** (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Agreement for Consulting Services with the Village of Wellington, dated October 8th, 2024.

PROJECT UNDERSTANDING

Village of Wellington has requested Construction Engineering & Inspection (CEI) services for the FM#448299-1 Greenbriar Boulevard Aero Club Drive to Greenview Shores Boulevard.

The project is federally funded through the Florida Department of Transportation (FDOT) Local Agency Program (LAP). The work includes widening and swale improvements for cyclists and drainage within Greenbriar Boulevard right-of-way. The project limits extend from Aero Club Boulevard east approximately 9,900' to Greenview Shores Boulevard.

This project is based on plans prepared by Mock Roos dated February 28, 2025. WGI, Inc (WGI), herein referred to as CONSULTANT, will provide plan and specification review; public outreach efforts for project information; construction administration; full-time construction engineering and inspection (CEI) services; Local Agency Program (LAP) documentation, reporting and coordination; and approval of CONTRACTOR provided materials sampling and testing documentation for the construction project.

The following scope and fee proposal is based on a 335-day substantial completion with part-time (20hrs/week) field representative services, and 365-day final completion with part-time field representative services. Scope and fee are subject to change due to the change in construction duration.

SCOPE OF SERVICES

A. Constructability Review: The CONSULTANT will review project plans and specifications to become familiarized with the project and to identify any potential issues with the plans and specifications. Any issues noted will be reviewed with the CLIENT prior to the pre-construction meeting.

B. Submittal Reviews: The CONSULTANT will review submittals made by the CONTRACTOR in accordance with the contract documents. These submittals include shop drawings, engineering submittals, and construction schedules.

C. Pre-Construction Meeting: The CONSULTANT shall attend the project pre-construction meeting with the VILLAGE, CONTRACTOR, and others as necessary.

D. Construction Observation: The CONSULTANT will provide a field representative to perform daily quality control observation of construction activities to document activities performed and assessment of conformance with the contract documents. A daily field observation report will be prepared and provided to the VILLAGE. Observation reports shall be submitted weekly and in advance of the CONTRACTOR's pay application. The field representative will be provided for 20 hours/week through substantial inspection and as needed through final completion.

E. Progress Meetings: CONSULTANT shall attend weekly construction progress meetings (up to 26) to be held at the project site or VILLAGE Hall. CONSULTANT will provide the VILLAGE's Project Manager and key staff updates of ongoing construction progress.

F. Pay Application Review: CONSULTANT shall review payment applications (up to 7) submitted in a format acceptable to the VILLAGE. CONSULTANT shall verify the quantities as represented on the pay request and make a recommendation to the VILLAGE to proceed with the payment as requested, or as modified based on CONSULTANT review.

G. Construction Clarifications: CONSULTANT shall respond in writing to CONTRACTOR'S Request for Information (RFI) regarding the design documents during the Work Order duration. A total of twenty (20) RFI responses have been included in this task. CONSULTANT shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the CONTRACTOR. These interpretations will be rendered and a response prepared and submitted to the CONTRACTOR within one week.

H. Construction Changes: Review and recommend field directive changes, construction change directives, and proposed change orders, as requested by the CONTRACTOR and/or the VILLAGE. Services may include assisting with the negotiation of changes to the Contract Time and/or Contract Price and includes maintaining a standard Contingency Usage log (dates submitted, received, reviewed, returned along with a record of review comments, etc.) to track VILLAGE-approved expenditures from the contingency line item in the contract Schedule of Values. Only VILLAGE authorized (in writing) and executed Change Orders are binding to the CONTRACTOR.

I. Testing: Receive, log and track construction CONTRACTOR'S material testing plan and results. The CONTRACTOR shall perform and oversee all Testing Laboratory Services in accordance with project Specifications, and shall meet all inspection, sampling, testing and reporting requirements. CONSULTANT shall perform monthly review of the CONTRACTOR'S testing laboratory's signed and sealed reports with each pay application for general conformance with the Contract Documents.

J. Substantial Completion: CONSULTANT will perform one substantial completion walkthrough with the CONTRACTOR and VILLAGE and develop a punch-list to be addressed by the CONTRACTOR.

K. Final Completion: CONSULTANT will perform one final completion walkthrough with the CONTRACTOR and VILLAGE to review the items on the punch-list generated in the substantial completion walkthrough have been completed.

L. Record Drawing Review: Review CONTRACTOR submitted As-Built information on a periodic basis to confirm proper updates are being made.

M. Project Close-Out: Support the VILLAGE closing out all outstanding items required to meet LAP requirements, contract terms and documentation from the CONTRACTOR.

LIMITATIONS OF AUTHORITY

Except upon written instructions of CLIENT, the CONSULTANT:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall have no authority or responsibility over the CONTRACTOR'S work, nor does the CONSULTANT guarantee the performance of the CONTRACTOR or the CONTRACTOR'S SUBCONTRACTOR'S performing the work.
3. Shall not undertake any of the responsibilities of CONTRACTOR, SUBCONTRACTORS, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, safety precautions, schedule, sequences or procedures of construction.
5. Shall not participate in specialized field or laboratory tests.

FEE AND BASIS OF PAYMENT

The total fee to provide services included in the scope of work detailed above is **$219,060.00**. CONSULTANT will complete the services on a time and expense basis.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. Construction plans, specifications and supplemental general conditions are approved by FDOT Program Management;
2. The project will be constructed in one phase;
3. Construction is assumed to be 335 days to substantial completion and 365 days to final.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. AutoCAD and PDF files of drawings of plans.
2. PDF files of Production Submittal.
3. Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule attached to the Agreement for Professional Consulting Services, or a fixed fee to be negotiated once a scope of service is defined.

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to the Village of Wellington. Upon acceptance of this proposal, please issue a Work Authorization, Task Order, or Purchase Order for the project.

Respectfully submitted,
WGI, Inc.

Brett Oldford, PE
Vice President, Civil Engineering

Greenbriar LAP CEI							***Exhibit A***
Prepared by: Stephen Cherry, PE							
Date: 4/17/2026							
			$ 285.00	$ 210.00	$ 180.00	$ 130.00	
PHASE	**TASK**	**TASK DESCRIPTION**	**Principal Engineer**	**Project Manager**	**Engineer 1**	**Field Inspector**	**TOTAL**
		CEI Services					
	A	Construictability Review	8	16	12	16	$ 9,880.00
	B	Submittal Reviews	2	24	40		$ 12,810.00
	C	Pre-Construction Meeting	2	8	8		$ 3,690.00
	D	Construction Observation @20hrs/week for 45 weeks	2	11	34	900	$ 126,000.00
	E	Bi-Weekly Progress Meetings	1	26		26	$ 9,125.00
	F	Pay-Application Reviews	1	24	30		$ 10,725.00
	G	Construction Clarifications	2	24	24		$ 9,930.00
	H	Construction Changes	2	16	24		$ 8,250.00
	I	Testing Documentation		4	12		$ 3,000.00
	J	Substantial Completion	2	8	16		$ 5,130.00
	K	Final Completion	2	8	16		$ 5,130.00
	L	Record Drawing Review	2	8	24		$ 6,570.00
	M	Project Close-Out	4	16	24		$ 8,820.00
		CEI SERVICES SUBTOTAL	$ 8,550.00	$ 40,530.00	$ 47,520.00	$ 122,460.00	$ 219,060.00
		TOTAL					$ 219,060.00

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

FEDERAL ID NO. (FAIN)
D425-034-B

CONTRACT NO.
G3B31

FEDERAL AWARD DATE
05/23/2025

FPN
448299-1-58-01

RECIPIENT UNIQUE ENTITY ID SAM NO.
DRM4UBDJ7149

Recipient, Village of Wellington, desires to supplement the original Agreement entered into and executed on 06/26/2025 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Greenbriar Blvd. from Aero Club Dr. to Greenview Shores Blvd. Length 1.858 miles

Termini Greenbriar Blvd. from Aero Club Dr. to Greenview Shores Blvd.

Description of Work:
Widening of existing roadway shoulder for new 5-foot bike lanes, drainage improvements due to roadway widening, mill and overlay of the existing pavement, installation of enhanced mid-block crossings, and installation of pavement markings.

Reason for Supplement and supporting engineering and/or cost analysis:
The purpose of this Supplemental Agreement is to reconcile the LAP agreement total project cost with the Department's bid concurrence and Local Agency construction bid award. The LAP agreement total project cost is revised to $3,458,082.00 (Three million, four hundred fifty-eight thousand, eighty-two dollars and zero cents), which is a decrease of $280,504.00 (Two hundred eighty-thousand, five hundred four dollars and zero cents) Federal Funds and $346,683.00 (Three hundred forty-six thousand, six hundred eighty-three dollars and zero cents) local funds. Refer to Exhibit "B" attached hereto and made apart hereof which replaces Exhibit "B" that is to the Original Agreement.

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

FINANCIAL PROJECT NUMBER: 448299-1-58-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction						
FY: 2025 (Surface Transportation Program)	$2,714,026.00	($280,504.00)	$2,433,522.00			$2,433,522.00
FY: 2025 (Local Funds)	$1,371,243.00	($346,683.00)	$1,024,560.00	$1,024,560.00		
FY: (Insert Program Name)						
Total Construction Cost	$4,085,269.00	($627,187.00)	$3,458,082.00	$1,024,560.00	$ 0.00	$2,433,522.00
Construction Engineering and Inspection (CEI)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$4,085,269.00	($627,187.00)	$3,458,082.00	$1,024,560.00	$ 0.00	$2,433,522.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Landy Ductan
District Grant Manager Name

Signature

Date

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Village of Wellington

By:_____
Name: Michael J. Napoleone
Title: Mayor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: John P. Krane, P.E.
Title: Director of Transportation Development

Date:_____

Legal Review:

_____

Docusign Envelope ID: BBF6E4C2-BE56-4D62-B122-AC0587A3D30D

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

03/31/2026 | 4:28 PM EDT

Jonathan Reinsvold, P.E., Village Engineer
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414
Email to: jreinsvold@wellingtonfl.gov

RE.: Bid Concurrence for G3B31 FM# 448299-1-58-01 Greenbriar Boulevard from Aero Club Drive to Greenview Shores Boulevard

Dear Mr. Reinsvold:

The Department is in receipt of the Local Agency's (LA) recommendation to award the above referenced project. The bid tabulation documents award to the lowest responsive, responsible bidder. The LA was responsible for the pre-qualification criteria used for the prospective bidders, with the understanding that the evaluation was based on the contractor's ability to perform the work, experience, personnel, equipment, financial resources, and performance record.

Based on the information provided, FDOT concurs with the LA selection of **R&D Paving, LLC** with a total base bid amount of $3,458,081.88**.** The low bidder is not suspended or debarred as confirmed with the System of Award Management (https://www.sam.gov/).

The following items are considered non-eligible for payment:

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL AMOUNT
B.3	1" SP-9.5 Structural Course Asphaltic Course	2350	TON	$341,807.50
B.6	1" Asphalt Milling	34200	SY	$87,210.00
B.17	Adjust Valve Boxes	6	EA	$6,270.00
B.18	Adjust Manhole	1	EA	$1,925.00
E.1	As-builts	1	LS	$10,200.00
E.3	Material Testing Allowance	1	LS	$20,000.00
E.5	Bonds	1	LS	$35,000.00
E.6	Insurance	1	LS	$10,000.00
E.7	Owner Controlled Contingency (20% of Hard Construction Cost, Sections A,B,C)	20%	LS	$512,146.98
			Total	**$1,024,559.48**

Docusign Envelope ID: BBF6E4C2-BE56-4D62-B122-AC0587A3D30D

Only eligible items can be reimbursed up to the amount programmed of **$2,433,523.00** for construction. A Supplemental Agreement (SA) will be sent to the LA to reconcile project funds to match the project bid tab. Be advised, negotiations with the contractor are not permitted during the award or execution period of the contracting process. Any changes to the contract bid items or quantities must be requested in writing and approved by the Department.

Please provide the Department a copy of the contract between the Local Agency and the Contractor for final review prior to execution. The Local Agency must create the construction contract screens and upload the executed construction contract in GAP prior to scheduling a pre-construction meeting. All Change Orders must be approved by the Department prior to execution.

Please feel free to contact me should you have any questions. I can be reached at 954-777-4585 or via email to helen.james@dot.state.fl.us.

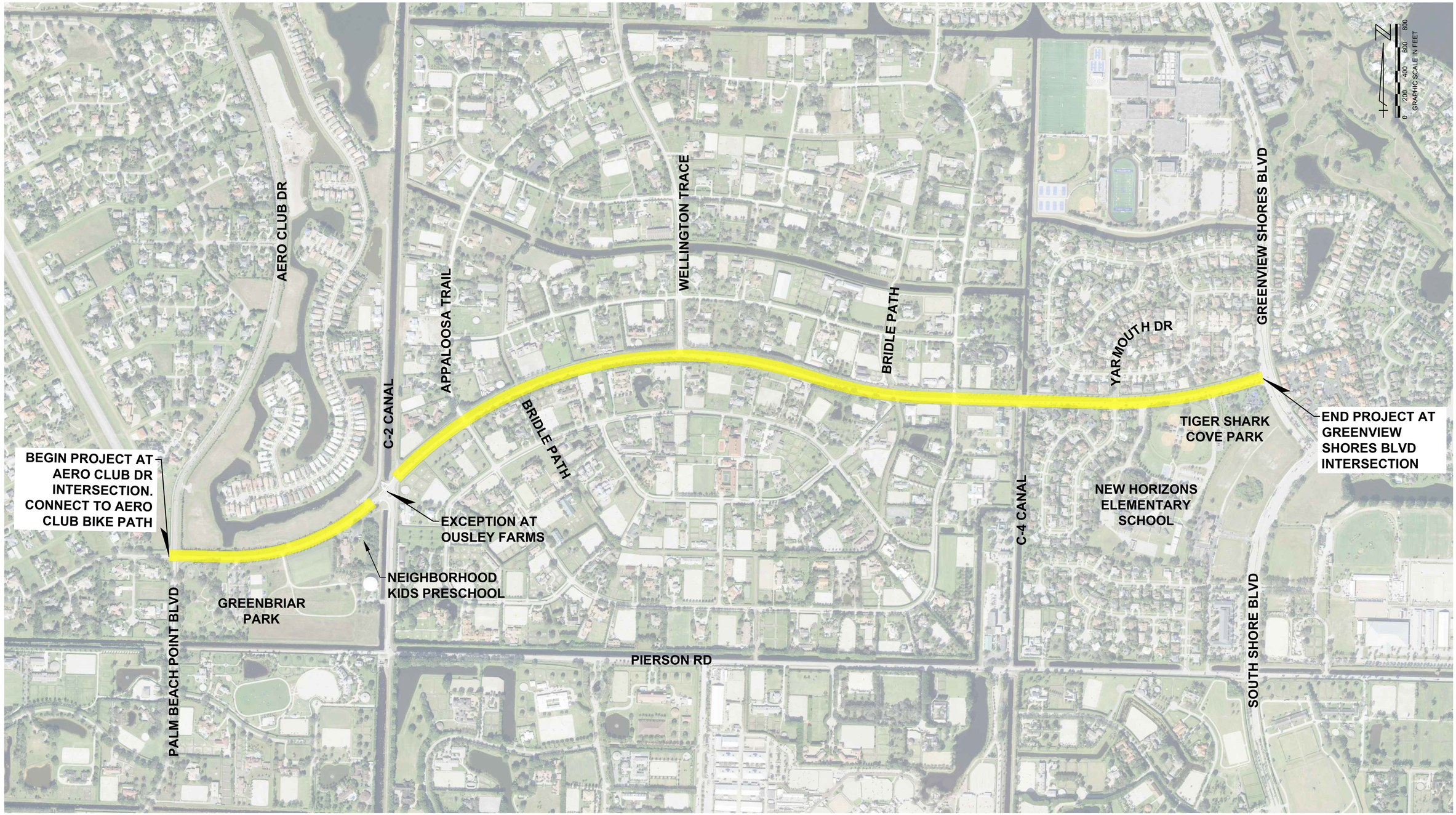
Sincerely,

Signed by:
Helen James
4A57384433DD4B2...

Helen James, P.E.
Program Administration Engineer
Program Management Office - District Four

HJ:ms

cc:
Kyle Burg – Village of Wellington
D4 Work Program – FDOT Program Management
Hyacinth Williams- FDOT District Construction (CEI)
Leonard Smith– FDOT District Construction
Sharon SingHagayan- FDOT District Construction (Compliance)
Ronald Arcalas – FDOT Materials Lab
Pete McRae – FDOT Palm Beach Operations Center
Mya Gray- FDOT Local Program Administrator
File



CADD File: F:\wellwellbria\CAD\DWG\BRIACS01_Signing Paving Exhibit.dwg
PLOT DATE: Mar 10, 2025 - 12:27 pm

Bar is equal to one inch on original drawing. Adjust all scaled dimensions accordingly.

Vertical Datum: NAVD88
P.A. No. WE026.00
Dwg. No. 44-41-16-04
Location: PALM BEACH COUNTY, FL

No.	Date	By	Revision

SEAL

TYLER E. THOMPSON
Florida P.E. No. 86558

Date

MOCK•ROOS
CONSULTING ENGINEERS

5720 Corporate Way, West Palm Beach, Florida 33407
(561) 683-3113, www.MockRoos.com

Florida Reg. No. 48 Florida L.B. No. 48

GREENBRIAR BLVD
AERO CLUB DR TO
GREENVIEW SHORES BLVD

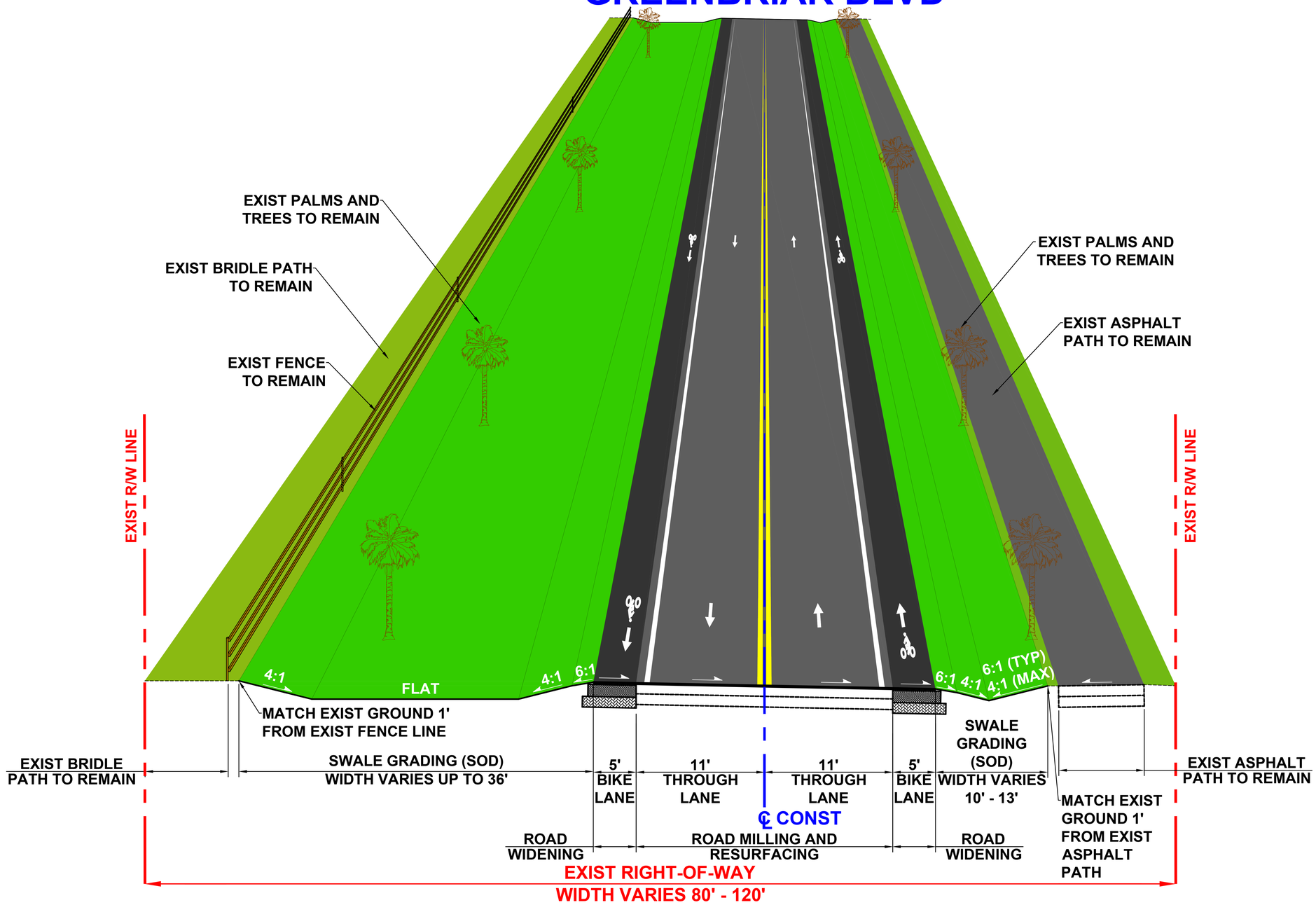
VILLAGE OF WELLINGTON

OVERALL EXHIBIT

MARCH 2025

EX-1

GREENBRIAR BLVD



CADD File: F:\wellfield\CADD\WGBRIACS01_C0-3.dwg
PLOT DATE: Mar 10, 2025 - 1:53pm
Bar is equal to one inch on original drawing
Adjust all scaled dimensions accordingly.

Vertical Datum: NAVD88
P.A. No. WE026.00
Dwg. No. 44-41-16-04
Location: PALM BEACH COUNTY, FL

No.	Date	By	Revision

SEAL

TYLER E. THOMPSON
Florida P.E. No. 86558

Date

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5720 Corporate Way, West Palm Beach, Florida 33407
(561) 683-3113, www.MockRoos.com
Florida Reg. No. 48 Florida L.B. No. 48

GREENBRIAR BLVD
AERO CLUB DR TO
GREENVIEW SHORES BLVD

VILLAGE OF WELLINGTON

TYPICAL SECTIONS

FEBRUARY 2025

C0-5

PROJECT R4: INSTALL/ UPGRADE BIKE LANES

441

98

441

7

FLYING COW RANCH RD

BINKS FOREST DR

AERO CLUB DR

GREENVIEW SHORES BLVD

BIG BLUE TRACE

FOREST HILL BLVD

SOUTH SHORE BLVD

PIERSON RD

STRIBLING WY

GRACIDA ST/ 40TH ST S

LAKE WORTH RD

50TH ST

A1

A2

C1

C2

D

F

T

Project "T" Greenbriar Bike Lane

LEGEND

- X — Install/ Improve Bike Facilities
- All KSI Collisions
- Roads
- Waterbody
- School
- Park
- Village of Wellington Boundary

RESOLUTION NO. R2024-43

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND ADOPTING THE VISION ZERO ACTION PLAN TO ELIMINATE TRAFFIC-RELATED FATALITIES AND SERIOUS INJURIES WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 12th, 2022, the Wellington Council adopted Resolution No. 2022-15 which supported the development of a Vision Zero Master Plan; and

WHEREAS, The Wellington Council established that the elimination of traffic fatalities and the reduction of serious injuries due to traffic accidents is a goal of the Village of Wellington; and

WHEREAS, The Wellington Council adopted Vision Zero as the policy for road and traffic safety in the Village of Wellington and directed that near and long-term traffic planning be based on Vision Zero principles. and

WHEREAS, The Wellington Council directed staff to develop a Vision Zero Action Plan for achieving the goals of eliminating traffic fatalities and reducing serious injuries due to traffic crashes through the adoption of a safe system approach for vehicles, bicycles and pedestrians, equitable engineering, enforcement, education, data-driven decision making, and social equity considerations in road safety planning and implementation.

WHEREAS, The Wellington Council directed the Public Safety Committee to review, evaluate, and make recommendations to the Vision Zero Action Plan and related projects and plans to achieve the goals of eliminating traffic fatalities and reducing serious injuries due to traffic crashes.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby approves the adoption of the Vision Zero Action Plan as set forth in Exhibit "A".

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of August 2024.

ATTEST:

By: _____
Chevelle D. Hall, MMC, Village Clerk

VILLAGE OF WELLINGTON

By: _____
Michael J. Napoleone, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Laurie Cohen, Village Attorney

Legislation Text

File #: 26-7684, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE A SCHOOL DISTRICT OF PALM BEACH COUNTY CONTRACT WITH PRECISION AIR SYSTEMS, INC., AS A BASIS FOR PRICING, FOR VILLAGE HALL SERVER ROOM HVAC REPLACEMENT

REQUEST: Authorization to utilize a School District of Palm Beach County Contract with Precision Air Systems, Inc., as a basis for pricing, for Village Hall server room HVAC replacement, in the amount of $124,485.00.

EXPLANATION: The Village Hall HVAC system inside the server room, requires replacement. The unit is the original system installed when the building was built in 2010 and the unit has aged out.

The Village received six (6) quotes utilizing the School District of Palm Beach County contract #26C-34V, effective through February 21, 2029:

Vendors	Total Project Cost
Precision Air Systems	$124,485.00
Advanced Roofing, Inc. dba Advanced Air Systems	$129,330.00
Johnson Controls Building Solutions, LLC.	$134,600.00
Florida Mechanical, LLC.	$141,454.70
Premier Air Conditioning & Refrigeration Inc.	$150,902.30
Abundant Air Heating & Cooling, Inc.	$218,500.98

Staff recommends utilizing a School District of Palm Beach County Contract with Precision Air Systems, Inc., as a basis for pricing, for Village Hall server room HVAC replacement, in the amount of $124,485.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funding is allocated in the current fiscal year Building Major Maintenance Budget.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to utilize a School District of Palm Beach County Contract with Precision Air Systems, Inc., as a basis for pricing, for Village Hall server room HVAC replacement, in the amount of $124,485.00.

INVITATION TO BID NO.: 26C-34V – TERM CONTRACT FOR HVAC MECHANICAL CONTRACTOR SERVICES

DATE: November 18, 2025 DATE OPENED: November 10, 2025
DATE SOLICITED: October 17, 2025 DATE POSTED: November 18, 2025
PRESENTED TO BOARD: January 21, 2026 (anticipated)

CONTRACT PERIOD: February 22, 2026 through February 21, 2029
DEPARTMENT: Various FUND: Various FUNCTION: Various ACCOUNT: Various
FUNDING SOURCE: Capital Maintenance Transfer, General Funds and Capital Projects which include Sales Tax Referendum proceeds and Emergency (Storm) Funding.
REQUESTING DEPARTMENT: Maintenance and Plant Operations

FINANCIAL IMPACT
The annual financial impact to the District budget is not to exceed $7,000,000. The source of funds are the Capital Maintenance Transfer, General Funds and Capital Projects which include Sales Tax Referendum proceeds and Emergency (Storm) Funding.

Service to be provided include HVAC Mechanical Contractor Services, 50 tons and over, Districtwide.

AWARD RECOMMENDATION / TABULATION

VENDOR	SBE CERTIFIED
Abundant Air Heating & Cooling Inc.	1
Advanced Roofing, Inc. DBA Advanced Air Systems	2
Air Contracting & Refrigeration Inc.	2
Americare Appliance Repair Inc.	1
Blizzard Air Conditioning LLC	4
Farmer & Irwin LLC	2
Florida Mechanical LLC	2
Integ Miami LLC	1
Johnson Controls, Inc.	2
Precision Air Systems, LLC	2
Premier Air Conditioning & Refrigeration, Inc.	4
Quantum Mechanical, LLC	1
Southeastern Chiller of Miami DBA Southeastern Chiller Services	2

LEGEND:
_____ = Award

SBE CERTIFIED - (1-Vendor SBE Certified, 2-Vendor Not SBE Certified,
3- Awarded Vendor Using SBE Subcontractor, 4- Self-Reporting SBE/MWBE Vendor)

Revised 6/25/2025

RECOMMENDATION: **It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.**

Note: Original Bid document is available upon request.

SUMMARY OF AWARDS

26C-34V Cost of Services HVAC MECHANICAL CONTRACTOR'S SERVICES					
	Labor Rate - Technician - Regular Time	Labor Rate - Technician - Alternative Times	Labor Rate - Assistant/Helper - Regular Time	Labor Rate - Assistant/Helper - Alternative Times	Material/Subcontract Work - Cost Plus Percentage
Abundant Air Heating & Cooling Inc.	$ 135.00	$ 200.00	$ 100.00	$ 150.00	10%
Advanced Roofing, Inc. DBA Advanced Air Systems	$ 115.00	$ 172.50	$ 95.00	$ 142.50	10%
Air Contracting & Refrigeration Inc.	$ 85.00	$ 127.50	$ 55.00	$ 82.50	10%
Americare Appliance Repair Inc	$ 94.50	$ 141.75	$ 78.00	$ 117.00	5%
Blizzard Air Conditioning, LLC	$ 130.00	$ 160.00	$ 120.00	$ 150.00	10%
Farmer & Irwin LLC	$ 125.00	$ 150.00	$ 125.00	$ 150.00	10%
Florida Mechanical LLC	$ 154.00	$ 220.00	$ 154.00	$ 220.00	10%
Integ Miami LLC	$ 125.00	$ 182.50	$ 80.00	$ 120.00	10%
Johnson Controls, Inc.	$ 130.00	$ 195.75	$ 117.00	$ 175.50	10%
Precision Air Systems, LLC	$ 135.00	$ 202.50	$ 100.00	$ 150.00	10%
Premier Air Conditioning & Refrigeration, Inc.	$ 150.00	$ 225.00	$ 85.00	$ 127.00	10%
Quantum Mechanical, LLC	$ 130.00	$ 195.00	$ 90.00	$ 135.00	10%
Southeastern Chiller Services DBA Southeastern Chiller Services	$ 145.00	$ 165.00	$ 145.00	$ 165.00	0%

BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

DG: DG
DG

GM: GM
GM

DH: DH

Revised 6/25/2025

Quote Document

Project Name: HVAC Replacement in Server Room at Village Hall.
Location: Village Hall, 12300 Forest Hill Blvd., Wellington, FL 33414

Business Name: Precision Air Systems

Contact Person: Joe Brown

Address: 11101 South Crown Way #2, Wellington, FL 33414

Phone Number: 561-791-3980

E-mail Address: joe@precisionairsystemsinc.com

FID Number: 65-0480483

Project	Total Project Cost
***HVAC Replacement in Server Room at Village Hall**	$ 124,485.00

***Please provide a breakdown to include labor and material costs as a separate attachment.**

BIDDER/CONTRACTOR understands that contractor will be paid based upon work actually performed and accepted by Wellington. Price shall include all labor, materials, transportation, equipment, fuel and all other items necessary to complete the work. All items incidental to or necessary for the completion of the project shall be included in the price.

PRECISION Air Systems

11101 South Crown Way, Suite 2, Wellington, FL 33414
Phone: (561) 791-3980
www.precisionairsystemsinc.com

PROPOSAL

April 8, 2026	Billing Address	Service Address
		Village of Wellington – City Hall 12300 Forest Hill Blvd. Wellington, FL 33414

Project: HVAC Replacement in Server Room

Precision Air Systems, Inc. will furnish all equipment and labor for the HVAC replacement in the Server Room based on RFQ #2026-01/ER dated 3/13/2026 and Addendum #1 dated 4/6/2026.

Material Price: $91,077.27 + 10% = $100,185.00
Labor 180 hours at $135.00/hour= $24,300.00
Total Price: $124,485.00

Pricing is based on School District of Palm Beach County Contract 26C-34V

Proposal Notes: Nothing is included that's not specifically mentioned in the above scope of work.
General Conditions: 1. Proposal based on regular working hours of Monday-Friday from 8:00 am – 4:30 pm 2. Proposal valid for 30 days
Payment Terms: Due upon completion.

If you should have any questions concerning this proposal or if we may be of any further assistance, please do not hesitate to contact us on p561-791-3980.

Proposal provided by:

Joe Brown, Account Manager

Proposal and terms accepted by:

Signature

Print Name, Title

Date

PO #

Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

April 6, 2026

REQUEST FOR QUOTES #2026-01/ER

HVAC Replacement in Server Room at Village Hall

All quotes should be submitted via e-mail to Emma Ramirez at eramirez@wellingtonfl.gov , no later than **April 9, 2026 at 2:00 pm. local time.**

Addendum should be signed and submitted with Quote Document.

Addendum One
Project Clarifications and Questions & Answers

Clarification 1: All IT servers and equipment must be protected from dust and debris, please ensure to utilize plastic visqueen sheeting coverings. The visqueen walls should be added and reinforced/secured (large area needs structured lattice work to maintain the structure of the plastic and not rip and/or move and suffocate the servers), and utilize the Air Scrubber specified on the REV1 Plan. The visqueen should not be placed too close to the front of the servers to avoid a vacuum effect; contractor should place visqueen at least a meter off the front of servers.

Village Hall is on a generator/building UPS battery back-up, contractors should be careful what is shut-off. If there's back feed, this will electrocute the generator and/or generator controls. Also, for the altaire AC (back-up cooling) next to the HVAC, when the power is shut-off, the contractor should ensure the altaire AC runs on the UPS battery back-up.

Also, during the shut-down of the HVAC system, there should be positive shut-off on the chiller side so there is no leakage.

Extra cooling should not be needed as long as the DOORS ARE CLOSED. If the doors need to be propped open longer than 15-20 minutes (no longer than 20 minutes), we will need an additional AC, please ensure to notify Public Works.

Please note: The server room has No Drains for water/liquids. All Liquids must be thoroughly drained prior to cutting and removing pipes. If there is leakage during the shut-down, the contractor should ensure there is a water barrier/water damns around the work area or servers to protect IT servers/equipment.

Clarification 2: The newer HVAC units are back-side vs. side-return, contractors should gauge their distance from the wall for piping. Contractors should use their professional judgement and review the plans, a stand will need to be purchased with the assembly model number provided on the plans, this also includes a drip pan. It's crucial the plans are followed and the stand is ordered.

Clarification 3: See roof photos provided in One Drive folder. Please note, there will be a smaller footprint on the pedestal that is currently existing. The lift point for the frame will be towards the back of the building, not the front of the building. The lift needed for condenser equipment should be parked in the back of the building for a minimal amount of time. The only access to the roof is through the back hatchway ladder. The roof measurement photo includes the size of the parapet wall and the measurement from the center of the unit to the parapet wall.

Question 1: How do we turn on a torch inside this room?
Response: The Village will call the fire monitoring company. During the project working hours, the Village will have the fire monitoring shut-off, and the vendor shall bring fire extinguishers during this time.

Question 2: Are any special fittings recommended for the cooper side?
Response: The Village prefers grazing.

Question 3: While the HVAC system is down, will the altaire system have the capability to keep the servers cool?
Response: Extra cooling should not be needed as long as the DOORS ARE CLOSED. If the doors need to be propped open longer than 15-20 minutes (no longer than 20 minutes), we will need an additional AC, please ensure to notify Public Works.

Question 4: Will this project take place outside of working hours?
Response: Project will occur during regular business hours; Monday – Friday 7 am. to 5 pm.

Question 5: For the control and power wiring, what is the wiring and gauge wiring connected to the condenser?
Response: Please follow the manufacturer requirements for the new system that is provided because if there is a distinct difference in the control wiring, it may impact the control ability on how the system functions.

Question 6: There is current power wiring, inter-lock, canbus cable, do you know how much wiring needs to be ran to see if it's already existing?
Response: Based on drawings, scale off and add extra for rounding.

Question 7: Do you know the distance from the site location to the condenser?
Response: Please see roof measurements picture.

Question 8: Are there elevators to bring the unit inside?

Response: There are elevators in the back side of the building. Please notify the Village prior to bringing the unit inside so protective matting may be placed inside the elevator. The unit will be brought upstairs, the same way we entered the server room. The unit will fit inside the door. If needed, the door can come off, but the door frame will remain. The condenser will be taken upstairs to the roof.

Question 9: What is the gauge for the wire in the condenser because it may change due to the Liebert unit?
Response: The panel schedule has the conductors, ground wires, neutrals, circuit breaker size, wire gauge, local disconnect for the existing (built reuse/refuse), contractors should follow the panel schedule. The plans include the existing service and what the new service requires.

Question 10: In addition to the pictures of the roof and condenser, we'll need pictures of the disconnect and any stands that the existing condenser is on – we'll need those measurements as well.
Response: Please scale off the plans, the plans were completed to scale. The existing stands will support the new unit and we're going from a 2-fan condenser to a single fan condenser.

Question 11: Will the new unit be a single shade, therefore there will be a discharge in the liquid line which will be demolished?
Response: Yes, it will be removed.

Question 12: Do you know the breaker size for the current unit and door sizes?
Response: Attendees took pictures of the electrical panel. Per the manufacturer details the Liebert unit is 32 and 5/8's by 31 and 5/8's and should fit perfectly through the smallest door which is 36 inches, the remaining doors are 1 double door and 1 elevator size door.

Question 13: Will the liquid lines remain the same size?
Response: Please check with the manufacturer requirements.

Question 14: Is floor protection needed when equipment is being transported in/out?
Response: Yes.

Question 15: Are you keeping the current HVAC unit or getting rid of it.
Response: The contractor can dispose of the unit.

Question 16: If the load and line going to the unit is good, does it need to be replaced?
Response: No.

Question 17: What is the expected timeframe for project completion?
Response: Between 5 to 7 days, start and finish.

Question 18: Do we want construction filters on the back-up systems and any recommendations on how to wrap the plastic around IT equipment?

Response: Yes, there should be construction filters on the return(s) and no dust should be pulled into the IT server equipment. The work site should be treated like a hospital. Please refer to Clarification #1 for detailed instructions. Also, an Air Scrubber has been identified on REV1 PLAN.

Question 19: Will the building automation be disconnected prior to removing the unit? This way the contractor doesn't cut wires that need to be attached to the new unit.
Response: This will be coordinated with Marco Roselli and the Village Hall maintenance staff who will call the building management system vendor to disconnect and reconnect.

Question 20: For the line wiring coming into the unit, are the other conduits on life safety or which ones are going up to the condenser? The new unit requires an interlock and conduit needs to be ran into another set; canbus and interlock is required. An electrician may be needed.
Response: There is an existing goose neck that has all the utilities going up to the roof top unit, so the exact same routing will be used for the new installation. There are no extra roof incursions anticipated, it's all the same routing.

Question 21: How will the permit be handled?
Response: The contractor will place the permit and the Village will pay for the permit.

Question 22: Is Liebert the only accepted brand or can we use an equivalent or better?
Response: Liebert is the only accepted brand.

Question 23: What are the requirements for submission?
Response: Please refer to the quote document, plans and this RFI.

Question 24: Are you requiring hardcopies to be delivered?
Response: No, quotes should be submitted via e-mail to Emma Ramirez at eramirez@wellingtonfl.gov , no later than **April 9, 2026 at 2:00 pm. local time,** utilizing the quote document sheet provided.

Question 25: Please confirm whether the scheduled Liebert/Vertiv equipment is basis-of-design only or if approved equals will be accepted. If equals are allowed, please provide the approval requirements.
Response: No equals are accepted, only the specified Liebert unit.

Question 26: Please confirm the final required model numbers and factory options for AC-1 and CU-1, including coatings, controls package, stand, and accessories.
Response: The HVAC system assembly # is identified on the mechanical schedule. The model number for the AHU and the CU and also identified on the mechanical schedule sheet. The controls are existing and shall be re-used to serve the Liebert Unit. M2.1 shows the CU, AHU and the required stand provided by the vendor. Upon providing the assembly # to Liebert, the appropriate components should be all inclusive. Final coordination shall be done with the Village, Public Works Department.

Question 27: Please clarify whether base bid shall include reuse of existing refrigerant piping, or full replacement of refrigerant lines, fittings, insulation, evacuation, and charge.

Response: Contractors may use existing piping as long as it's sized correctly for the distance from Cu to AHU. Contractors may also refer to manufacturer to determine if size piping is appropriate for the distance between Cu to AHU. The total project cost shall include all labor, materials, transportation, equipment, fuel and all other items necessary to complete the work. All items incidental to or necessary for the completion of the project shall be included in the price.

Question 28: If refrigerant piping reuse is intended, please provide existing line sizes, developed lengths, and routing, or confirm field verification is by contractor and replacement of unsuitable piping will be handled by change order.
Response: REV1 Plan has been updated to show the approximate location of the penetration of the roof for the refrigerating pipe routing to serve the roof mounted gooseneck. Contractor shall scale off the plans. However, the plans are to scale, but factor in for rise and fall and all fittings to determine the length of the refrigerant piping.

Question 29: The drawings reference CHWS/CHWR piping and hand-off/control valve language while also showing replacement of DX equipment. Please clarify the intended piping scope and controls sequence.
Response: The AHU as per the mechanical schedule shows a DX coil and a chilled water schedule hence the chilled water valves. Please review the design documents in their entirety as it's a full design package.

Question 30: Please clarify controls responsibility. Is this project standalone factory controls only, or is integration to existing BAS/EMS required? If BAS is required, please provide point list and protocol.
Response: The controls of the HVAC system is via a space t-stat, which is also now located on the plans. The existing unit is on EMS and the new unit will be on EMS. The Village will contact the controls vendor to make transition.

Question 31: Please confirm whether certified TAB is required and whether a final report is part of base bid.
Response: BMC (Village Consultant) recommends the system being TAB's so a complete package is delivered to the Village.

Question 32: Please provide a dimensioned detail for the rear return plenum / transition required at the new AC-1, including liner thickness, gauge, and support requirements.
Response: Please scale off the plans as the plans are to scale. Field adjustments may be needed for the ductwork routing and lengths based on existing field conditions.

Question 33: Please provide structural/support requirements for the return plenum and return duct supports.
Response: Refer to key note #4 on sheet M1.0. Follow industry standards for floor duct supports.

Question 34: Please confirm the existing CU pedestal is structurally adequate for the new unit, including anchorage and wind-load compliance, or provide required modifications.
Response: The existing roof pedestal serving the CU is larger than required as the existing system was a double condenser fan and the new system is a single condenser fan.

Question 35: Please confirm whether delegated engineering / signed and sealed anchorage calculations are required for the equipment installation.
Response: Refer to Sheet M3.0 for response.

Question 36: . Please confirm whether existing feeders, disconnect, and branch wiring are to be reused as-is, and whether existing electrical service is adequate for the new equipment MCA/MOCP.
Response: The electrical panel has been proven to accommodate the new HVAC system. The existing disconnect wires, as per existing as-builts for the CU, is as follows: 3#12, 1#12G-3/4"C. The existing disconnect wire sizes for the AHU is as follows: 3#8, 1#10G-3/4"C. Please refer to the circuits, 32,34,36 on sheet E2.0 as data has been updated.

Question 37: Please confirm whether any electrical upgrades are required if the existing breaker/conductor/disconnect ratings do not match the new equipment requirements.
Response: Refer to the electrical drawings and the as-built drawings from the Village to compare. Also refer to Question 36 response.

Question 38: . Please clarify whether the existing convenience receptacle is to remain/reuse only, or be replaced to meet current code/manufacturer requirements.
Response: Existing convenience receptacle shall remain as-is.

Question 39: Please clarify condensate piping scope beyond reconnect to existing, including whether trap, insulation, and any piping corrections are required in base bid.
Response: Refer to details on the plan(s).

Question 40: Please confirm whether existing duct smoke detection is to remain and be reconnected, or whether new detectors/relays/testing are required under this project.
Response: Refer to the plans.

Question 41: Please confirm outage, phasing, and working-hour requirements for this replacement in the active server/data center, including whether temporary cooling is required.
Response: The contractor can coordinate with the Village. The back up cooling is in the server room; this system can run during the duration of the project, Monday – Friday 7 am. to 5 pm.
Extra cooling should not be needed as long as the DOORS ARE CLOSED. If the doors need to be propped open longer than 15-20 minutes (no longer than 20 minutes), we will need an additional AC, please ensure to notify Public Works.

Question 42: Please confirm whether factory-authorized start-up and owner training are required in base bid.
Response: Yes, it's required.

Question 43: Please clarify whether any demolished HVAC components are to be salvaged and turned over to the owner, or fully disposed of by contractor.
Response: The contractor may fully dispose of the old HVAC unit.

Question 44: Please clarify responsibility for roofing/waterproofing associated with existing or modified penetrations.
Response: No penetrations on the roof are needed. There is an existing halfway. If any roofing is needed, the Village will take care of it.

Question 45: Do we need to provide temporary cooling while the work to replace is being done? Will the smaller existing units handle the load during replacement?
Response: Back up cooling is in the server room; this system can run during the duration of the project, Monday – Friday 7 am. to 5 pm. Extra cooling should not be needed as long as the DOORS ARE CLOSED. If the doors need to be propped open longer than 15-20 minutes (no longer than 20 minutes), we will need an additional AC, please ensure to notify Public Works.

PLEASE NOTE: THE AWARDED VENDOR WILL PROVIDE A CLEAN SET OF PLANS, E-SIGNED FOR PLAN REVIEW AND PERMIT. THE REV1 CLOUDED IMPROVEMENTS ARE SOLELY TO SHOW THE LOCATION OF IMPROVEMENTS FOR RFI RESPONSES, AS APPLICABLE.

ACKNOWLEDGEMENT: Proposers must acknowledge receipt of any and all Addenda. Failure to do so may result in rejection of Quote. All requirements of the proposal documents remain unchanged except as cited herein.

Rudd Clarke
_____
Signature of Proposer Acknowledging Receipt of Addendum No. (1) One to be attached with Quote Document

File #: 26-7535, **Version:** 1

ITEM: AUTHORIZATION TO AWARD CONTRACTS FOR DISASTER RELATED DEBRIS MANAGEMENT AND SUPPORT SERVICES

REQUEST: Authorization to award contracts to Thompson Consulting, LLC and Rostan Solutions, LLC to provide the Village with disaster related debris management and support services.

EXPLANATION: On March 11, 2026, the Village released RFP#012-26/DZ, seeking qualified firms to provide disaster related debris management and support services. As part of the solicitation, firms are required to have knowledge in Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), State of Florida, and other federal agencies', regulations, guidelines and operating policies. The firms shall support the Village during a disaster recovery effort and will be responsible for the overall monitoring of debris collection and provide consulting services to assure that the Village has the necessary compliance and documentation to support full reimbursement for all eligible disaster related recovery costs from FEMA, FHWA, the State of Florida, and all other federal agencies.

One April 2, 2026, three proposals were received. On April 15, 2026, after independently reviewing each proposal, the selection committee scored and ranked each as follows:

Ranking	Vendor
1	Thompson Consulting, LLC
2	Rostan Solutions, LLC
3	Tetra Tech, Inc

The criteria for ranking each vendor included: Qualifications and Experience of the Firm, Technical Approach and Methodology, and Fees to Perform Services. Based on the rankings, the selection committee recommended awarding a primary contract to Thompson Consulting, LLC, the highest ranked proposer, and a secondary contract Rostan Solutions, LLC.

The term of the contract shall be for five (5) years from the date of award, and by mutual agreement the Village and the awardee(s), be renewable for two (2) additional one (1) year periods.

The awarded unit price contracts will be stand-by contracts activated by the Village only in the event of an emergency. No compensation will be paid to awarded vendors unless a "Notice to Proceed" for electronic debris monitoring and/or FEMA reimbursement consulting services is issued.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: No fiscal impact until a Notice to Proceed is issued.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to award contracts to Thompson Consulting, LLC and Rostan Solutions, LLC to provide the Village with disaster related debris management and support services.

Disaster Related Debris Management and Support Services		**CHECKLIST**	
RFP# 012-26/DZ			
RFP OPENING DATE: April 2, 2026			
PROPOSERS	**ROSTAN SOLUTIONS, LLC**	**TETRA TECH, INC.**	**THOMPSON CONSULTING SERVICES, LLC**
Table of Contents	X	X	X
Tab #1 – Proposal Submittal Form and Acknowledgement of Addendums	X	X	X
Tab #2 – Evidence of Insurance Certification	X	X	X
Tab #3 – Current License(s)	X	X	X
Tab #4 – Qualifications and Experience including references as described in Section 29 (a) of this RFP	X	X	X
Tab #5 – Technical Approach and Methodology as described in Section 29 (b) of this RFP	X	X	X
Tab #6 – Fees to Perform Services for Wellington as described in Section 29 (c) of this RFP	X	X	X
Price Proposal 1- Debris Monitoring and Reporting	$1,171,130.00	$1,142,856.00	$1,110,575.50
Price Proposal 2- Consulting Services	$352,500.00	$260,000.00	$331,908.00
Price Proposal- Total	**$1,523,630.00**	**$1,402,856.00**	**$1,442,483.50**
Tab #7 – Proposer's Certification Form	X	X	X
Tab #8 – Conflict of Interest Statement	X	X	X
Tab #9 – Questionnaire	X	X	X
Tab #10 – Drug Free Workplace form	X	X	X
Tab #11 – Non-Collusion Affidavit	X	X	X
Tab #12 - Certification Pursuant to Florida Statute § 215.4725	X	X	X
Tab #13 - E-Verify Memorandum of Understanding (MOU)	X	X	X
Tab #14 – Non-Coercion for Labor or Services Affidavit	X	X	X
Tab #15 – Foreign Countries of Concern Affidavit	X	X	X

Item No / Position Description	Estimated Annual Hours	ROSTAN SOLUTIONS, LLC UNIT PRICE	ROSTAN SOLUTIONS, LLC TOTAL	TETRA TECH, INC. UNIT PRICE	TETRA TECH, INC. TOTAL	THOMPSON CONSULTING SERVICES, LLC UNIT PRICE	THOMPSON CONSULTING SERVICES, LLC TOTAL
Price Proposal 1							
1. Project Office/Principal	66	$65.00	$4,290.00	$1.00	$66.00	$89.00	$5,874.00
2. Project Manager	230	$85.00	$19,550.00	$76.00	$17,480.00	$85.00	$19,550.00
3. Operations Manager	630	$75.00	$47,250.00	$62.00	$39,060.00	$60.00	$37,800.00
4. FEMA Reimbursement Manager	165	$110.00	$18,150.00	$95.00	$15,675.00	$95.00	$15,675.00
5. Operations Specialist	230	$65.00	$14,950.00	$62.00	$14,260.00	$49.00	$11,270.00
6. Field Supervisor	2,640	$50.00	$132,000.00	$49.00	$129,360.00	$49.00	$129,360.00
7. Engineer/Scientist/Professional	130	$135.00	$17,550.00	$79.00	$10,270.00	$80.00	$10,400.00
8. Environmental Consultant	230	$85.00	$19,550.00	$1.00	$230.00	$70.00	$16,100.00
9. Environmental Field Technician	230	$65.00	$14,950.00	$1.00	$230.00	$50.00	$11,500.00
10. Data Manager	230	$75.00	$17,250.00	$55.00	$12,650.00	$50.00	$11,500.00
11. GIS Analyst/Specialist	66	$75.00	$4,950.00	$45.00	$2,970.00	$49.00	$3,234.00
12. Administrative Support	400	$35.00	$14,000.00	$42.00	$16,800.00	$25.00	$10,000.00
13. DMS Monitor	7,260	$37.00	$268,620.00	$38.00	$275,880.00	$37.00	$268,620.00
14. Field Monitor	14,200	$37.00	$525,400.00	$39.00	$553,800.00	$37.00	$525,400.00
15. Call Center Operator	1,420	$35.00	$49,700.00	$38.00	$53,960.00	$22.00	$31,240.00
16. Data Entry Clerk-Paper Ticket	165	$18.00	$2,970.00	$1.00	$165.00	$18.50	$3,052.50
Price Proposal 1 Total			**$1,171,130.00**		**$1,142,856.00**		**$1,110,575.50**
Price Proposal 2							
1. Administrative/Clerical	400	$35.00	$14,000.00	$25.00	$10,000.00	$48.75	$19,500.00
2. Inspector	200	$80.00	$16,000.00	$75.00	$15,000.00	$109.23	$21,846.00
3. Engineer I	50	$135.00	$6,750.00	$85.00	$4,250.00	$115.74	$5,787.00
4. Grant Management Analyst	200	$95.00	$19,000.00	$65.00	$13,000.00	$95.00	$19,000.00
5. Grant Management Consultant	400	$135.00	$54,000.00	$95.00	$38,000.00	$123.24	$49,296.00
6. Engineer III	50	$175.00	$8,750.00	$115.00	$5,750.00	$185.72	$9,286.00
7. Senior Grant Management Consultant	400	$155.00	$62,000.00	$125.00	$50,000.00	$138.63	$55,452.00
8. Principal	50	$185.00	$9,250.00	$150.00	$7,500.00	$163.22	$8,161.00
9. Project Manager	50	$170.00	$8,500.00	$125.00	$6,250.00	$138.72	$6,936.00
10. Legislative Affairs Consultant	50	$235.00	$11,750.00	$1.00	$50.00	$165.32	$8,266.00
11. FEMA Policy Consultant	50	$205.00	$10,250.00	$125.00	$6,250.00	$128.32	$6,416.00
12. Grant Consultant	400	$115.00	$46,000.00	$95.00	$38,000.00	$109.23	$43,692.00
13. Safety Consultant	400	$95.00	$38,000.00	$62.50	$25,000.00	$78.23	$31,292.00
14. Data Management Consultant	50	$125.00	$6,250.00	$59.00	$2,950.00	$65.72	$3,286.00
15. Accounting Consultant	400	$105.00	$42,000.00	$95.00	$38,000.00	$109.23	$43,692.00
Price Proposal 2 Total			**$352,500.00**		**$260,000.00**		**$331,908.00**
Price Proposal 1			$1,171,130.00		$1,142,856.00		$1,110,575.50
Price Proposal 2			$352,500.00		$260,000.00		$331,908.00
Grand Total			**$1,523,630.00**		**$1,402,856.00**		**$1,442,483.50**

RFP# 012-26/DZ - Disaster Related Debris Management and Support Services

	PROPOSERS	Qualification and Experience	Technical Approach and Methodology	Fees to Perform Services	Grand Total	Rank
Nicole Coates						
#		**Max 35 Pts**	**Max 35 Pts**	**Max 30 Pts**	**Max 100 Pts**	
1	ROSTAN SOLUTIONS, LLC	35	35	27	97	**3**
2	TETRA TECH, INC.	35	35	28	98	**2**
3	THOMPSON CONSULTING SERVICES, LLC	35	35	30	100	**1**

	PROPOSERS	Qualification and Experience	Technical Approach and Methodology	Fees to Perform Services	Grand Total	Rank
Ana Acevedo						
#		**Max 35 Pts**	**Max 35 Pts**	**Max 30 Pts**	**Max 100 Pts**	
1	ROSTAN SOLUTIONS, LLC	33	33	28	94	**2**
2	TETRA TECH, INC.	30	31	30	91	**3**
3	THOMPSON CONSULTING SERVICES, LLC	35	35	29	99	**1**

	PROPOSERS	Qualification and Experience	Technical Approach and Methodology	Fees to Perform Services	Grand Total	Rank
Matt Mills						
#		**Max 35 Pts**	**Max 35 Pts**	**Max 30 Pts**	**Max 100 Pts**	
1	ROSTAN SOLUTIONS, LLC	32	30	25	87	**3**
2	TETRA TECH, INC.	33	35	30	98	**2**
3	THOMPSON CONSULTING SERVICES, LLC	35	34	30	99	**1**

	PROPOSERS	Qualification and Experience	Technical Approach and Methodology	Fees to Perform Services	Grand Total	Rank
Elizabeth Arocho						
#		**Max 35 Pts**	**Max 35 Pts**	**Max 30 Pts**	**Max 100 Pts**	
1	ROSTAN SOLUTIONS, LLC	30	32	29	91	**2**
2	TETRA TECH, INC.	31	30	29	90	**3**
3	THOMPSON CONSULTING SERVICES, LLC	34	33	30	97	**1**

	PROPOSERS	Qualification and Experience	Technical Approach and Methodology	Fees to Perform Services	Grand Total	Rank
Dennis Flaherty						
#		**Max 35 Pts**	**Max 35 Pts**	**Max 30 Pts**	**Max 100 Pts**	
1	ROSTAN SOLUTIONS, LLC	32	33	27	92	**2**
2	TETRA TECH, INC.	32	32	27	91	**3**
3	THOMPSON CONSULTING SERVICES, LLC	33	34	27	94	**1**

	Proposers	FINAL ORDINAL POINTS	FINAL ORDINAL RANKING	
#				
1	ROSTAN SOLUTIONS, LLC	**12**	**2**	**Secondary**
2	TETRA TECH, INC.	**13**	**3**	
3	THOMPSON CONSULTING SERVICES, LLC	**5**	**1**	**Primary**

Council
Michael J. Napoleone, Mayor
Maria Antuña, Vice Mayor
Amanda Silvestri, Councilwoman
Stephen A. Levin, Councilman
Johnny Meier, Councilman

Manager
Jim Barnes

April 16, 2026

NOTICE OF INTENT TO AWARD

Pursuant to Wellington's Purchasing Policies and Procedures, notice is provided as follows:

Request for Proposals: RFP# 012-26/DZ – Disaster Related Debris Management and Support Services opening date and time April 2, 2026 at 9:00 AM local time.

1. On April 15, 2026, the selection committee for the above referenced solicitation scored and ranked each proposer. Based on the results of the scoring the committee is recommending award of contract with the following firms:

Primary
Thompson Consulting Services, LLC.

Secondary
Rostan Solutions, LLC.

2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the RFP Documents and approval by the Wellington Council.

3. The Wellington's Cone of Silence is in effect until a decision regarding contract award is made by the Wellington Council. Any and all communications should be through the Purchasing Department until a decision is made.

STAND BY AGREEMENT FOR DISASTER RELATED DEBRIS MANAGEMENT & SUPPORT SERVICES

THIS AGREEMENT is made and entered into by and between the Village of Wellington, Florida, a Florida municipal corporation through its Village counsel (hereinafter referred to as "Village" or "Wellington") and _____., a _____ (hereinafter referred to as "Contractor" or "Vendor") for disaster related debris management and support services in accordance with the Contract Documents, hereinafter defined.

WITNESSETH:

WHEREAS, Wellington desires to retain the services of a debris management and support services contractor; and

WHEREAS, Wellington issued Request for Proposal No. 012-26/DZ "Disaster Related Debris Management and Support Services" (the "RFP") and the Contractor submitted a proposal in response to the RFP (the "Proposal"); and

WHEREAS, Wellington wishes to accept the Contractor's Proposal and enter into this Agreement for the provision of debris management and removal services ("Services") in accordance with this Agreement, the RFP, the Proposal as well as all other Contract Documents defined in Article 2 below.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, Wellington and Contractor agree as follows.

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS (RFP)

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, requirements, and specifications set forth in the RFP, and the Contractor's Proposal, including all documentation required thereunder. The RFP and the Proposal are attached hereto as Exhibit "A" and are incorporated herein by this reference. Any conflicts between this Agreement, the RFP and the Proposal shall be resolved in the following order of precedence: 1) Agreement; 2) RFP; and 3) Proposal, unless either the RFP or the Proposal imposes a greater obligation on Contractor, which in such event said document shall control.

ARTICLE 2. CONTRACT DOCUMENTS

In addition to this Agreement, the following documents shall comprise the contract documents ("Contract Documents"): (a) The RFP and Proposal, including all exhibits attached thereto, which are collectively attached hereto as Exhibit "A"; (b) all Exhibits to this Agreement (whether now attached or which will be attached in the future); (c) the performance and payment bond (if applicable); (d) the Notice to Proceed; and (e) Modifications issued after execution of this Agreement. . All of the Contract Documents, including any not attached hereto, are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto. The Contractor must call any such conflict or discrepancy in the Contract Documents to the Village's attention, in writing.

Exhibit A – RFP, Vendor Proposal, Fee Schedule,
Exhibit B – Byrd Anti-Lobbying Amendment Certification
Exhibit C – Subcontractor E-verify Affidavit
Exhibit D – No Coercion for Labor Affidavit
Exhibit E – Foreign Countries of Concern Affidavit
Exhibit F – Certificate of Insurance

Article 3. SCOPE OF SERVICES

The Contractor shall perform the Services identified in the specifications set forth in the RFP, and shall meet all other requirements set forth in the Contract Documents. If the Contractor is required to furnish

professional consultant services such as project and operations management, collection monitoring, ADMS, data processing management and/or other similar Services pursuant to Exhibit "A," Contractor shall perform the Services in accordance with the highest standard of care and skill exercised by members of Contractor's profession in the same or similar locality under the same or similar circumstances and in a timely and professional manner, and consistent with Contractor's obligations pursuant to Florida law ("Standard of Care"). If required by Exhibit "A," the Contractor shall procure Professional Liability Insurance covering performing of the professional services, with policy limits of not less than the amounts set forth in Article 8.

Contractor shall be subject to audit by federal, state, and local agencies pursuant to this Agreement. Contractor understands and agrees that it shall maintain all reports, records, debris reporting tickets, and Agreement correspondence relating to the Services for a period of not less than three (3) years after termination or expiration of this Agreement, subject to Article 14 of this Agreement.

Contractor understands and agrees that it is required to perform at least thirty percent (30%) of the services with its own forces.

Contractor acknowledges and agrees to the "standby" or ongoing nature of the contractual relationship between the parties and understands that when disaster-related debris management and support services are required during the Initial Term or any Renewal Term of this Agreement (defined below) that the Village shall issue a separate Notice to Proceed and/or work order for the Contractor setting forth the scope of Services.

ARTICLE 4. COMPENSATION, INVOICES AND PAYMENTS

Wellington shall pay Contractor in accordance with the Request for Proposal Fee Schedule attached hereto as part of Exhibit "A" and incorporated herein by this reference. All values set forth in the Fee Schedule included as part of Exhibit "A" and all payments hereunder are inclusive of all licenses, taxes, bonds, insurance, overhead, profit and fees. If any permits are required for the performance of the Services from any governing authorities having jurisdiction over the Services, Contractor shall be responsible for obtaining all required permits and the Village shall pay for the actual cost for such permits upon receipt of invoice demonstrating the costs associated therewith.

4.1 Invoices

Pursuant to the RFP, the Contractor shall submit, both hard copy and electronically in Excel Format, invoices to Wellington on a monthly basis based on completed Services. Specifically, Contractor shall submit its invoices on the 15th of each month. The period covered by each invoice is one month, ending on the 30th of the month.

Each invoice shall show a complete breakdown of the Services performed and the amounts due, together with such data substantiating the Contractor's right to payment and such supporting evidence which may be requested by the Village including, but not limited to: (a) monthly reports required by any federal, state or local requirements including, but not limited to Davis-Bacon Act; (b) a sworn and certified affidavit with each invoice, which recites that all laborers, material suppliers and subcontractors dealing with the Contractor have been paid in full through the date of the prior invoice, with the exception of disputed payments; (c) partial release of lien from Contractor for the current invoice, partial releases of lien and bond claims from all laborers, material suppliers and subcontractors through the date of the last payment made, and submit partial releases of lien conditioned only upon payment from all lienors, through the date of the current invoice, and such other evidence that the Village may reasonably require substantiating that all Services which is the subject of each invoice have been performed. The releases of lien form shall conform to Florida Statutes Section 713.20 and/or Fla. Stat. § 255.05 shall be in such forms as approved by the Village.

4.2 Payment

As applicable, Wellington shall comply with the Florida Prompt Payment Act ("FPPA"). Unpaid invoices shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. The Village shall authorize or reject payment within twenty (20) business days of receipt of Contractor's invoice. If the invoice is rejected by the Village as not complying with the requirements of this Article 4, the Village shall notify Contractor in writing and specify the deficiency and action necessary

to make the invoice proper. Village will pay Contractor within twenty-five (25) business days of receipt of Contractor's proper and complete invoice. If an improper payment request or invoice is submitted by the Vendor, the Village shall, within ten (10) days after the improper payment request or invoice is received, notify the Vendor, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of the Vendor is needed to make the payment request or invoice proper.

Village may withhold payment to such extent as may be necessary on account of:

.1 Defective Services not remedied.

.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.

.3 Failure of Contractor to make payments properly to subcontractors or suppliers or for material or labor.

.4 Damage to another subcontractor, supplier, materialmen, party, or person not remedied.

.5 Any other breach of this Agreement by Contractor.

When the above grounds are removed or resolved or Contractor provides a surety bond or a consent of surety satisfactory to Village, which will protect Village in the amount withheld, payment may be made in whole or in part, as applicable.

When the Contractor receives payment from the Village for labor, services or materials furnished by subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law.

The making and acceptance of the payment by Contractor shall constitute a waiver of all claims by Contractor, except those previously made in writing and identified by Contractor as unsettled at the time of the Contractor's receipt of payment.

ARTICLE 5. CONTRACTOR

Contractor represents that it is a properly qualified and licensed contractor for the Services contained in the Contract Documents and in good standing with the State of Florida and is authorized to do business in the State of Florida and with the Village. Contractor further represents that it has read, examined and understands the pertinent Contract Documents and is well qualified and able to perform the Services; that it has a sufficient number of qualified personnel to assure timely performance of the Services; is financially capable of performing this Agreement and is aware and acknowledges the unique "standby" or ongoing nature of the contractual relationship between the parties. Contractor shall supervise and direct the Services using its best skill and attention. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services and shall comply with all applicable OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety or persons or property. Contractor also recognizes that due to the "standby" nature of the Services, there is a possibility that no Notice to Proceed will be issued and no Services will be required during the Term. In such event, Contractor shall not be entitled to any compensation of any nature.

ARTICLE 6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective _____and shall expire on_____, and shall be a 5 year term ("Initial Term"), provided, however, that the parties may, upon mutual written consent, extend this Agreement for two (2) additional one (1) year periods ("Renewal Term").

SAMPLE

6.2 Termination

.1 **Termination by Contractor.** If the Village fails to issue payment for a period greater than what is outlined in Article 4 of this Agreement, through no fault of the Contractor, the Contractor may, after ten (10) days written notice to the Village terminate this Agreement unless the Village cures such default and recover from the Village payment for all Services executed through the date of termination, including a reasonable profit thereon not to exceed ten percent (10%), but which total shall never exceed the monetary value stated in the current issued Village's Notice to Proceed and/or work order. This sum shall be Contractor's sole remedy under this Agreement.

.2 **Termination by Village.** If the Contractor cannot satisfy the conditions and obligations imposed by the Contract Documents, or breaches any of the terms of this Agreement then the Village may, without prejudice to any right or remedy and after giving the Contractor three (3) days. (Fridays, Saturdays, Sundays and legal holidays recognized by the Village of Wellington) written notice, terminate this Agreement and finish the Services by whatever method the Village deems expedient. In such case the Contractor shall not be entitled to receive any further payment until any outstanding Services are finished. If the unpaid balance of the outstanding Services exceeds the cost of completing and correcting the Services such excess shall be paid to the Contractor. Contractor shall be responsible for all damages, costs and liabilities incurred by the Village due to any act, omission or breach of the Agreement by the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Village. This provision shall in no way limit the Village's right to claims for any additional damages including but not limited to consequential damages. This obligation for payment shall survive termination of this Agreement.

.3 **Termination by Village for Convenience.** The Village may also terminate this Agreement for the Village's convenience and without cause upon three (3) days written notice to Contractor. If the Contractor is terminated for convenience, the Contractor shall be paid for all Services completed through the date of termination, less payments made and any amounts that the Village is entitled to withhold pursuant to the terms of this Agreement and by law. This sum shall be Contractor's sole remedy under this Agreement. The Contractor waives any and all claims for damages resulting from such termination for convenience, including without limitation anticipated profits and any and all damages. Upon a determination by a court of competent jurisdiction that termination of the Agreement by Wellington pursuant to Article 6.2.2 was wrongful or otherwise improper, such termination shall be deemed to be a termination for convenience pursuant to Section 6.2.3 and the provisions of Section 6.2.3 shall apply.

ARTICLE 7. INDEMNIFICATION

The Contractor recognizes that it is an independent contractor and not an agent or servant of Wellington and agrees to indemnify Wellington in the manner set forth herein. Regardless of the coverage provided by any insurance, the Contractor shall indemnify, defend, and hold harmless Wellington, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Services under this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Wellington or Contractor. Nothing contained in the Indemnification provision set forth in Exhibit "A" or herein shall be construed or interpreted as consent by Wellington to be sued, nor as a waiver of sovereign immunity beyond the waiver and limitations provided in Section 768.28, Florida Statutes.

ARTICLE 8. INSURANCE

The Contractor shall obtain and maintain during the term of this Agreement all insurance required by the Contract Documents as reflected in Contractor's Certificate of Insurance attached as Exhibit "F" and shall maintain insurance policy limits as follows:

a) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Million Dollars ($1,000,000) for each accident, not less than One Million Dollars ($1,000,000) for each disease.

b) General Liability Insurance with each occurrence limits of not less than One Million Dollars ($1,000,000), personal injury and advertising injury liability of not less than One Million Dollars ($1,000,000), and general aggregate of not less than One Million Dollars ($1,000,000). Firm shall include the Village of Wellington as an additional insured and coverage shall be on a Primary and Non-Contributory Basis.
c) Professional Liability/ Errors or Omissions Insurance, as appropriate for the type of business engaged in by the Vendor, shall be purchased and maintained by the Vendor with minimum limits of One Million Dollars ($1,000,000) per occurrence.
d) Automobile Liability insurance for Owned, Hired and Non-Hired Vehicles – coverage shall provide minimum limits of One Million Dollars ($1,000,000) per accident combined single limit for bodily injury and property damage. The Firm shall include the Village of Wellington as an additional insured.
e) Products Liability Insurance as appropriate for the type of product sold or dispensed by Vendor in an amount of not less than One Million Dollars ($1,000,000).

ARTICLE 9. BONDS (IF APPLICABLE)

If requested by the Village, the Contractor shall provide a Performance and Payment Bond in a form deemed acceptable to the Village within five (5) days of the issuance of the Notice to Proceed. The Payment and Performance Bond required herein shall be in conformance with Florida Statutes 255.05, approved by Village, executed by a surety company shown in the United States Treasury list of approved companies and authorized to do business in the state of Florida.

The Bonds shall be in the amount of one hundred percent (100%) of the monetary amount stated in the Request for Proposal Fee Schedule attached hereto as part of Exhibit "A" and incorporated herein by reference. The Performance and Payment Bonds will be required upon issuance of the Notice to Proceed (NTP) by the Village. The Bonds shall guarantee to the Village the completion and performance of the Service as well as full payment of all suppliers, material, laborers, or subcontractors employed to perform the Services. Notwithstanding the foregoing, the Contractor acknowledges that in the event of a natural disaster the monetary value of aforementioned Fee Schedule may increase depending on the amount of accumulated debris. Consequently, the Contractor will at all times be responsible for increasing the Bonds to mirror the corresponding increase in the Fee Schedule. In no event shall the value of the Fee Schedule ever exceed the value of the Bonds.

ARTICLE 10. COMPLIANCE WITH LAWS

The Contractor shall give all notices, and warrants and represents that the Services will comply with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Services. Contractor shall comply with all ordinances, laws and rules of the State of Florida, Village of Wellington, Palm Beach County, FEMA, and Chapter 2 of the CFR, Part 200, applicable to the Services. Contractor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority even if in strict compliance with the Contract Documents. Contractor shall bear sole responsibility for and bear all costs necessary to ensure full compliance with the representations contained herein, including, but not limited to any attorney's fees or other expenses incurred by Village in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this paragraph shall survive the termination of this Agreement.

ARTICLE 11. PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with the Office of Inspector General, Palm Beach County, Florida Ordinance, Chapter 4, Article XII, Palm Beach County Code of Ordinances, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County Code of Ordinances, Chapter 4, Article XII and is aware of its rights and/or obligations under such ordinance.

ARTICLE 12. CONFLICTS.

SAMPLE

Contractor shall comply with all conflict of interest provisions found in the Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Chapter 112, Florida Statutes. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile expert witness against Village in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of Village in any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this Section.

ARTICLE 13. PUBLIC ENTITY CRIME STATEMENT.

Contractor acknowledges the existence of Section 287.133(2)(a), Florida Statutes ("Public Entity Crimes Act"), which provides, in part, that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Village, may not submit a bid on a contract with Village for the construction or repair of a public building or public work, may not submit bids on leases of real property to Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Village, and may not transact business with Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section by Contractor shall result in termination of this Agreement by Village without penalty.

ARTICLE 14. RECORDS.

14.1 Contractor shall keep such records and accounts and require any and all consultants and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by Village and for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE HALL AT 561-791-4000, CHALL@WELLINGTONFL.GOV, 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

14.2 The Contractor agrees to provide the Village of Wellington, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the Village of Wellington and the

Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

ARTICLE 15. VILLAGE OF WELLINGTON'S PURCHASING AND PROCUREMENT PROCEDURES MANUAL

Contractor shall comply with all Contractor requirements of the Village of Wellington's Purchasing and Procurement Procedures Manual as adopted by Resolution No. R2023-04.

ARTICLE 16. COMPLIANCE WITH PROCUREMENT REQUIREMENTS OF SUPER CIRCULAR (2 CFR – PART 200)

16.1 The parties hereto acknowledge the Village's compliance with the new Super Circular procurement requirements stated in Sections 200.317-200.326 of Chapter 2 of the CFR, including without limitation all applicable competition requirements, bonding and contractual requirements.

16.2 Notwithstanding the foregoing, pursuant to §200.318(c)(1) of Chapter 2 of the CFR, no employee, officer, or agent of the Village has participated in the selection, award, or administration of this Agreement that has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for this Agreement.

16.3 Pursuant to §200.319(b) of Chapter 2 of the CFR, the Contractor acknowledges that the Village is to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. Further, all the parties hereto acknowledge and agree that all procurement transactions have been conducted in a manner providing full and open competition consistent with the standards of §200.319 of Chapter 2 of the CFR. In order to ensure objective performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The Contractor hereby acknowledges that it has not developed or drafted specifications, requirements statements of work, or invitations for bids or the RFP for the Services stated herein.

16.4 Super Circular Notice of Contractual Provisions.

Pursuant to §200.326 of Chapter 2 of the CFR, the Village provides the Contactor will notice of the provisions stated below, which if applicable, the Contractor shall comply with all requirements associated therewith.

16.5 SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed $10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16.6 EQUAL OPPORTUNITY CLAUSE PURSUANT TO 41 CFR CHAPTER 60

In accordance with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375 and implementing regulations at 41 CFR part 60, during the performance of this Agreement, the Contractor agrees as follows:

.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

.8 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect

to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

16.7 DAVIS BACON AND COPELAND ANTI-KICKBACK ACTS

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, “Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. In accordance with this statute, the Contractor is required to pay wages to laborers and mechanics at a rate note less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor is required to pay wages not less than once a week.

16.8 COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Further:

.1 Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

.2 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

16.9 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

The provisions of this paragraph are applicable only where the amount of the prime contract exceeds $100,000.

.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 paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33, or as such rate may be adjusted pursuant to applicable laws, codes, and ordinances, 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 paragraph (b)(1) of this section

.3 *Withholding for unpaid wages and liquidated damages.* The Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section

.4 *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

16.10 CLEAN AIR ACT

The Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).The Contractor agrees to report each violation to the Village of Wellington and understands and agrees that the Village of Wellington will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

16.11 THE FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Village of Wellington and understands and agrees that the Village of Wellington will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

16.12 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the Village. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor shall comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16.13 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Required Certification. If applicable, contractors must sign and submit to the non-federal entity certification set for in Exhibit "B".

16.14 Fair Labor Standards Act. Contractor shall comply with all requirements of the Fair Labor Standards Act ("FLSA") pursuant to 29 U.S.C. § 20 et seq.

16.15 PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive - procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16.16 DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16.17 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16.18 NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16.19 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

16.20 PROHIBITION ON CONTRACTING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

The Contractor acknowledges the provisions set forth in 2 C.F.R., Part 200, § 200.216 and hereby certifies that in the performance of this contract, no funds shall be expended to procure or obtain, to extend or renew a contract to procure or obtain, or to enter into any contract or renewal or extension thereof, to procure or obtain services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The term "covered equipment" shall have the meaning described in Public Law 115-232, section 889, and shall include telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and:

.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

.2 Telecommunications or video surveillance services provided by such entities or using such equipment; and

.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

16.21 DOMESTIC PREFERENCES FOR PROCUREMENT

The Contractor acknowledges the provisions set forth in 2 C.F.R., Part 200, § 200.322 and hereby certifies that in the performance of this contract, and to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this subsection:

.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

SAMPLE

.2 “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ARTICLE 17. MISCELLANEOUS PROVISIONS

17.1 Scrutinized Companies. If Contractor is a corporate entity, Contractor certifies pursuant to sections 215.4725 and 287.135 of the Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than $1 million, Contractor further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If Wellington determines, using credible information available to the public, that Contractor has submitted a false certification, Wellington may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

17.2 Compliance with F.S. 448.095. Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and if the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien in the form attached hereto as Exhibit “C.” The link to the E-Verify site is found at https://www.e-verify.gov/. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

17.3 Breach of Contract During Emergency Recovery Periods for Natural Emergencies. Pursuant to Florida Statutes Section 252.505, upon breach of this Agreement during an emergency recovery period, the Contractor is required to pay a Five Thousand U.S. Dollars ($5,000) penalty and damages, which may be either actual and consequential damages or liquidated damages to Wellington. “Emergency Recovery Period” is defined as the 1-year period that begins on the date the Governor initially declared a state of emergency for a natural emergency.

17.4 No Coercion for Labor or Services. Pursuant to Florida Statutes Section 787.06, the Contractor shall provide an affidavit signed by an officer or a representative of the Contractor under penalty of perjury in the form attached hereto as Exhibit “D” that the Contractor does not use coercion for labor or services as defined in Florida Statutes Section 787.06.

17.5 Foreign Countries of Concern. Pursuant to Florida Statutes Section 287.138, the Contractor shall provide an affidavit signed by an officer or representative of the Contractor under penalty of perjury in the form attached hereto as Exhibit “E” that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of Florida Statutes Section 287.138.

17.6 Preference to Businesses with Drug-Free Workplace Programs. Preference may be given to a Contractor submitting a certification with its bid/proposal certifying the Contractor has a drug-free workplace in accordance with Florida Statutes Section 287.087.

17.7 Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested to the following addresses:

As to Wellington:
The Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414
Attn: Danielle Zembrzuski

As to the Contractor: Name:
Address: _____
_____
Attn: _____

17.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.

17.9 Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

17.10 Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.

17.11 Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

17.12 Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

17.13 Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning of interpretation of this Agreement.

17.14 Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

17.15 Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

17.16 Attorney's Fees. It is hereby understood and agreed that, in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and costs at trial, all appellate levels, post-judgment collection efforts, and bankruptcy proceedings. This provision shall survive termination or expiration of the Agreement.

17.17 Equal Opportunity. Wellington and the Contractor agree that no person shall, on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age be discriminated against in the performance of this Agreement.

17.18 Use of Other Contractors. Wellington reserves the right to use multiple contractors herein and the Contractor agrees to the same.

17.19 Remedies. 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.

SAMPLE

17.20 Continuing Nature. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration, or earlier termination or cancellation.

17.21 Time. Time is of the essence in all respects under this Agreement.

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

17.23 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.24 Resolution of Disputes. All disputes arising out of the performance of the Agreement shall be subject to litigation in Palm Beach County, Florida, except for disputes subject to Section 218.735(4), Florida Statutes and/or Section 218.76(2)(a), Florida Statutes.

17.25 The Contractor waives claims against Wellington for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except Contractor's reasonable overhead and profit arising directly from the Work performed. This waiver and limitation is applicable, without limitation, to all consequential damages due to either party's termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

OWNER: **Village of Wellington**

By _____
Michael J. Napoleone, Mayor

Attest: _____
Chevelle D. Hall, Wellington Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Laurie Cohen, Attorney for Wellington

CONTRACTOR:

By _____

Attest: _____

(CORPORATE SEAL)

License No. _____

Agent for service of process:

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

SAMPLE

Exhibit "B" - Byrd Anti-Lobbying Amendment Certification

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Pursuant to 45 CFR § 2543.87, the undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracyof each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

SAMPLE

Exhibit "C"

SUBCONTRACTOR E-VERIFY AFFIDAVIT
AFFIDAVIT IN ACCORDANCE WITH F.S 448.095(2)(b)

STATE OF _____)
)
COUNTY OF_____)

BEFORE ME, the undersigned, personally appeared_____(Name of Person Completing this Affidavit), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have authority to make these statements on behalf of _____(Name of Subcontractor).

2. _____(Name of Subcontractor) is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees.

3. _____(Name of Subcontractor) does not employ, contract with or subcontract with an unauthorized alien.

FURTHER AFFIANT SAITH NOT.

Signature: _____

Date:_____, 20___

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this_____, 20__
(Month) (Day) (Year)

by means of _____physical presence, or _____online notarization by _____who is
(Name of Affiant)

personally known to me or has produced _____as identification.
(Type of Identification)

SEAL OF NOTARY

Signed: _____(Signature of Notary)

SAMPLE

Exhibit “D”

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT
(PURSUANT TO SECTION 787.06, FLORIDA STATUTES)

I _____ (name of affiant) of _____ (name of business entity), attest that the following is true:

1. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or representative of the nongovernmental business entity named below and make this Affidavit to comply with section 787.06, Florida Statutes.

3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Affiant Name: _____
Signature: _____
Title: _____
Business Entity Name: _____
Date: _____ , 20____

SAMPLE

Exhibit “E”

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Pursuant to Section 287.138, Florida Statutes)

I _____ (name of affiant) of _____ (name of business entity), attest that the following is true:

1. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this Affidavit to comply with section 287.138, Florida Statutes.

3. I certify that the business entity named below does not provide access to an individual’s personal identifying information to any entity that:

   a) is owned by the government of a foreign country of concern;

   b) has provided a foreign country of concern a controlling interest; or

   c) is organized under the laws of or has its principal place of business in a foreign country of concern.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Affiant Name: _____

Signature: _____

Title: _____

Business Entity Name: _____

Date: _____ , 20____

SAMPLE

File #: 26-7567, **Version:** 1

ITEM: AUTHORIZATION TO AWARD CONTRACTS FOR ROADWAY STRIPING AND PAVEMENT MARKING SERVICES, AND AUTHORIZATION TO APPROVE FISCAL YEAR 2026 PROJECTS

REQUEST: Authorization to award contracts to multiple vendors and authorization to approve fiscal year 2026 projects for Roadway Striping and Pavement Marking Services, in the amount of approximately $630,037.00.

EXPLANATION: The Village of Wellington maintains roadways Village-wide and utilizes a contract to provide pavement marking and striping services necessary for roadway construction, resurfacing, and rehabilitation projects. The contract provides Village-wide striping and pavement marking services, including temporary and permanent painted striping, thermoplastic striping, refurbishment and replacement of existing traffic markings, installation of green bike lane pavement markings and symbols, and placement or replacement of retro-reflective pavement markers. The contractor will be required to furnish all materials, equipment, labor, maintenance of traffic, supervision, and transportation necessary to perform these services. All work shall comply with Wellington standards, Palm Beach County requirements, and the Florida Department of Transportation (FDOT) Standard Specifications and Standard Plans.

On February 26, 2026, the Village released ITB 009-26/MS - Roadway Striping and Pavement Marking Services. The solicitation was publicly advertised on Euna OpenBids (formerly known as DemandStar) and Palm Beach County's Legal Notice site. On March 26, 2026, the Village received five (5) proposals.

Staff recommends awarding contracts to multiple vendors as shown below:

- McShea Contracting, LLC Primary Awardee
- Steffen & Sons Striping, LLC Secondary Awardee
- Southwide Industries Inc Tertiary Awardee

If the primary awardee fails to meet the requirements set forth in the specifications, including but not limited to response time, mobilization, or completion deadlines, the Village reserves the right to engage the secondary or tertiary awardee.

The initial term of the contract is three (3) years from the date of award, with the option to renew for two (2) additional one-year periods. Pricing during the initial three-year term remains fixed.

The quantities and items identified on the bid tabulation were estimates for bidding purposes only. Projects for fiscal year 2026 are listed below:

- Guilford Subdivision
- Birkdale Dr
- Greenview Shores Blvd
- Wellington Trace, Big Blue to Forest Hill Blvd
- Wellington Trace, Greenview Shores to Big Blue
- Wellington Trace, Greenview Shores to Greenbriar Blvd
- Avondale Woods

- Tiger Shark Park parking lot, including the area behind the baseball fields
- Wellington Trace signing and pavement markings, including bicycle lanes

The total estimated cost of the Fiscal Year 2026 projects is approximately $630,037.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are available in Roads FY 2026 Operating budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to award contracts to multiple vendors and authorization to approve fiscal year 2026 projects for Roadway Striping and Pavement Marking Services, in the amount of approximately $ 630,037.00.

Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

April 10, 2026

NOTICE OF INTENT TO AWARD

Pursuant to Wellington's Purchasing Policies and Procedures, notice is provided as follows:

INVITATION TO BID: ITB #009-26/MS– Roadway Striping and Pavement Marking Services opening Date and Time: March 26, 2026, at 11:00 AM (local time)

1. Wellington has completed its evaluation of ITB #009-26 MS and intends to recommend to Council the award of Roadway Striping and Pavement Marking Services as follows:

   McShea Contracting, LLC – Primary Awardee
   Steffen & Sons Striping, LLC – Secondary Awardee
   Southwide Industries Inc – Tertiary Awardee

2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the ITB documents and approval by the Wellington Council.

Bid Tabulation

ITB# 009-26/MS - Roadway Striping and Pavement Marking Services

Date 3/26/2026

SCHEUDLE OF VALUES				McShea Contracting,LLC		Steffen & Sons Striping,LLC		Southwide Industries Inc		1-800 Striper - (Ark'd Enterprises LLC)		RJ Engineering Construction Corp	
Item Number	**Description**	**Estimated Quantity**	**UOM**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
10748	THERMOPLASTIC STRIPING, SOLID WHITE OR YELLOW, 6” WIDE	175,000	LF	$ 0.80	$ 140,000.00	$ 1.15	$ 201,250.00	$ 0.95	$ 166,250.00	$ 1.00	$ 175,000.00	$ 1.35	$ 236,250.00
10749	THERMOPLASTIC STRIPING, SKIP, WHITE OR YELLOW, 6” WIDE	2,000	LF	$ 0.80	$ 1,600.00	$ 1.15	$ 2,300.00	$ 0.95	$ 1,900.00	$ 1.00	$ 2,000.00	$ 1.42	$ 2,840.00
10750	THERMOPLASTIC STRIPING, SOLID WHITE, 8” WIDE	2,000	LF	$ 1.07	$ 2,140.00	$ 1.50	$ 3,000.00	$ 0.60	$ 1,200.00	$ 1.50	$ 3,000.00	$ 2.58	$ 5,160.00
10751	THERMOPLASTIC STRIPING, SOLID YELLOW, 8” WIDE	2,000	LF	$ 1.07	$ 2,140.00	$ 1.20	$ 2,400.00	$ 0.60	$ 1,200.00	$ 1.50	$ 3,000.00	$ 2.58	$ 5,160.00
10752	THERMOPLASTIC STRIPING, SOLID WHITE, 12” WIDE	5,000	LF	$ 2.76	$ 13,800.00	$ 3.25	$ 16,250.00	$ 1.20	$ 6,000.00	$ 2.75	$ 13,750.00	$ 2.84	$ 14,200.00
10753	THERMOPLASTIC STRIPING, SOLID WHITE, 18” WIDE	5,000	LF	$ 4.14	$ 20,700.00	$ 2.75	$ 13,750.00	$ 1.55	$ 7,750.00	$ 4.00	$ 20,000.00	$ 4.13	$ 20,650.00
10754	THERMOPLASTIC STRIPING, SOLID YELLOW, 18” WIDE	5,000	LF	$ 4.14	$ 20,700.00	$ 3.75	$ 18,750.00	$ 1.55	$ 7,750.00	$ 4.00	$ 20,000.00	$ 4.13	$ 20,650.00
10755	THERMOPLASTIC STRIPING, SOLID WHITE, 24” WIDE	3,500	LF	$ 5.52	$ 19,320.00	$ 5.25	$ 18,375.00	$ 6.00	$ 21,000.00	$ 5.50	$ 19,250.00	$ 5.48	$ 19,180.00
10756	THERMOPLASTIC INSTALLED, WHITE, ARROWS: “SINGLE”	100	EA	$ 47.00	$ 4,700.00	$ 60.00	$ 6,000.00	$ 90.00	$ 9,000.00	$ 75.00	$ 7,500.00	$ 206.40	$ 20,640.00
10757	THERMOPLASTIC, REFURBISHMENT, WHITE, ARROWS: “SINGLE”	100	EA	$ 30.00	$ 3,000.00	$ 60.00	$ 6,000.00	$ 65.00	$ 6,500.00	$ 100.00	$ 10,000.00	$ 141.90	$ 14,190.00
10758	THERMOPLASTIC INSTALLED, WHITE, ARROWS: “DOUBLE”	100	EA	$ 80.00	$ 8,000.00	$ 90.00	$ 9,000.00	$ 20.00	$ 2,000.00	$ 125.00	$ 12,500.00	$ 206.40	$ 20,640.00
10759	THERMOPLASTIC, REFURBISHMENT, WHITE, ARROWS: “DOUBLE”	50	EA	$ 50.00	$ 2,500.00	$ 90.00	$ 4,500.00	$ 20.00	$ 1,000.00	$ 150.00	$ 7,500.00	$ 141.90	$ 7,095.00
10760	THERMOPLASTIC STREET MESSAGE	40	EA	$ 77.00	$ 3,080.00	$ 100.00	$ 4,000.00	$ 125.00	$ 5,000.00	$ 150.00	$ 6,000.00	$ 316.05	$ 12,642.00
10761	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: “ONLY” INSTALL/REFURBISHMENT	40	EA	$ 40.00	$ 1,600.00	$ 60.00	$ 2,400.00	$ 75.00	$ 3,000.00	$ 150.00	$ 6,000.00	$ 199.95	$ 7,998.00
10762	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: “STOP” INSTALL/REFURBISHMENT	20	EA	$ 40.00	$ 800.00	$ 60.00	$ 1,200.00	$ 75.00	$ 1,500.00	$ 150.00	$ 3,000.00	$ 199.95	$ 3,999.00
10763	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: “SCHOOL” INSTALL/REFURBISHMENT	50	EA	$ 57.00	$ 2,850.00	$ 80.00	$ 4,000.00	$ 75.00	$ 3,750.00	$ 250.00	$ 12,500.00	$ 193.50	$ 9,675.00
10764	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: “XING”* INSTALL/REFURBISHMENT	15	EA	$ 40.00	$ 600.00	$ 63.00	$ 945.00	$ 95.00	$ 1,425.00	$ 150.00	$ 2,250.00	$ 193.50	$ 2,902.50
10765	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: “SLOW”* INSTALL/REFURBISHMENT	15	EA	$ 40.00	$ 600.00	$ 63.00	$ 945.00	$ 95.00	$ 1,425.00	$ 150.00	$ 2,250.00	$ 193.50	$ 2,902.50
10766	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: “HORSE”* INSTALL/REFURBISHMENT	15	EA	$ 57.00	$ 855.00	$ 63.00	$ 945.00	$ 95.00	$ 1,425.00	$ 200.00	$ 3,000.00	$ 193.50	$ 2,902.50
10767	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: BIKE LANE MARKING INSTALL/REFURBISHMENT	50	EA	$ 265.00	$ 13,250.00	$ 350.00	$ 17,500.00	$ 195.00	$ 9,750.00	$ 200.00	$ 10,000.00	$ 612.75	$ 30,637.50
10768	THERMOPLASTIC, INSTALLED, WHITE, MESSAGE; BIKE LANE MARKING	50	EA	$ 265.00	$ 13,250.00	$ 250.00	$ 12,500.00	$ 195.00	$ 9,750.00	$ 200.00	$ 10,000.00	$ 612.75	$ 30,637.50
10769	THERMOPLASTIC, DOTTED GUIDELINE, 6” SKIP; 2-4 GAP	1,000	LF	$ 0.80	$ 800.00	$ 1.15	$ 1,150.00	$ 0.95	$ 950.00	$ 0.97	$ 970.00	$ 1.61	$ 1,610.00
10770	THERMOPLASTIC, DOTTED GUIDELINE, 6” SKIP; 6-10 GAP	2,000	LF	$ 0.80	$ 1,600.00	$ 1.15	$ 2,300.00	$ 0.95	$ 1,900.00	$ 0.97	$ 1,940.00	$ 1.61	$ 3,220.00
10771	THERMOPLASTIC, DOTTED GUIDELINE, 6” SKIP; 10-30 GAP	4,000	LF	$ 0.80	$ 3,200.00	$ 1.15	$ 4,600.00	$ 0.95	$ 3,800.00	$ 0.58	$ 2,320.00	$ 1.61	$ 6,440.00
Raised reflective pavement markers applied with bituminous. Colors and types as indicated (Furnish & Install)													
10772	RED & AMBER; BI-DIRECTIONAL	300	EA	$ 3.00	$ 900.00	$ 5.50	$ 1,650.00	$ 1.00	$ 300.00	$ 5.50	$ 1,650.00	$ 5.81	$ 1,743.00
10773	AMBER; BI-DIRECTIONAL	1,500	EA	$ 3.00	$ 4,500.00	$ 4.35	$ 6,525.00	$ 6.00	$ 9,000.00	$ 5.50	$ 8,250.00	$ 5.81	$ 8,715.00
10774	WHITE & RED; BI-DIRECTIONAL	800	EA	$ 3.00	$ 2,400.00	$ 4.35	$ 3,480.00	$ 6.00	$ 4,800.00	$ 5.50	$ 4,400.00	$ 5.81	$ 4,648.00
10775	BLUE; BI-DIRECTIONAL	100	EA	$ 3.00	$ 300.00	$ 5.00	$ 500.00	$ 3.00	$ 300.00	$ 5.50	$ 550.00	$ 5.81	$ 581.00
10776	REMOVE EXISTING PAVEMENT MARKINGS USING ROTARY GRINDER	1,000	SF	$ 0.75	$ 750.00	$ 2.12	$ 2,120.00	$ 0.75	$ 750.00	$ 3.00	$ 3,000.00	$ 5.42	$ 5,420.00
10777	REMOVE EXISTING PAVEMENT MARKINGS USING HYDRO BLAST (PRESSURE CLEANING)	1,000	SF	$ 1.10	$ 1,100.00	$ 2.80	$ 2,800.00	$ 5.00	$ 5,000.00	$ 3.00	$ 3,000.00	$ 5.42	$ 5,420.00
10778	REMOVE EXISTING PAVEMENT MARKINGS USING SANDBLASTING	1,000	SF	$ 0.75	$ 750.00	$ 1.12	$ 1,120.00	$ 7.00	$ 7,000.00	$ 3.00	$ 3,000.00	$ 5.42	$ 5,420.00

SCHEUDLE OF VALUES				McShea Contracting,LLC		Steffen & Sons Striping,LLC		Southwide Industries Inc		1-800 Striper - (Ark'd Enterprises LLC)		RJ Engineering Construction Corp	
Item Number	**Description**	**Estimated Quantity**	**UOM**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
10779	REMOVE EXISTING REFLECTIVE PAVEMENT MARKERS (RPM)	5,000	EA	$ 1.00	$ 5,000.00	$ 0.51	$ 2,550.00	$ 0.75	$ 3,750.00	$ 1.50	$ 7,500.00	$ 7.10	$ 35,500.00
10780	REMOVAL OF FOIL BACK TAPE (TEMPORARY)	80,000	LF	$ 0.40	$ 32,000.00	$ 0.50	$ 40,000.00	$ 1.50	$ 120,000.00	$ 0.75	$ 60,000.00	$ 5.29	$ 423,200.00
10781	PAINTED STRIPING, SOLID BLUE, 4” WIDE	1,000	LF	$ 2.00	$ 2,000.00	$ 0.29	$ 290.00	$ 0.25	$ 250.00	$ 0.26	$ 260.00	$ 8.71	$ 8,710.00
10782	PAINT STRIPING, SOLID WHITE OR YELLOW, 4” WIDE, FOR PARKING STALLS	80,000	LF	$ 1.30	$ 104,000.00	$ 0.32	$ 25,600.00	$ 0.65	$ 52,000.00	$ 0.26	$ 20,800.00	$ 2.32	$ 185,600.00
10783	PAINTED PAVEMENT MARKINGS; STANDARD, WHITE, SOLID 6”	80,000	LF	$ 0.25	$ 20,000.00	$ 0.34	$ 27,200.00	$ 0.30	$ 24,000.00	$ 0.39	$ 31,200.00	$ 2.32	$ 185,600.00
10784	PAINTED PAVEMENT MARKINGS; STANDARD, WHITE, SOLID 12”	2,500	LF	$ 1.20	$ 3,000.00	$ 0.68	$ 1,700.00	$ 0.45	$ 1,125.00	$ 0.78	$ 1,950.00	$ 1.61	$ 4,025.00
10785	PAINTED PAVEMENT MARKINGS; STANDARD, WHITE, SOLID 24”	2,000	LF	$ 1.40	$ 2,800.00	$ 1.58	$ 3,160.00	$ 1.00	$ 2,000.00	$ 1.56	$ 3,120.00	$ 2.90	$ 5,800.00
10786	PAINTED PAVEMENT MARKINGS; 6” SKIP	2,000	LF	$ 0.25	$ 500.00	$ 0.45	$ 900.00	$ 0.35	$ 700.00	$ 0.39	$ 780.00	$ 0.97	$ 1,940.00
10787	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE “ONLY”	20	EA	$ 30.00	$ 600.00	$ 33.50	$ 670.00	$ 20.00	$ 400.00	$ 75.00	$ 1,500.00	$ 154.80	$ 3,096.00
10788	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE “STOP”	20	EA	$ 30.00	$ 600.00	$ 33.50	$ 670.00	$ 20.00	$ 400.00	$ 75.00	$ 1,500.00	$ 154.80	$ 3,096.00
10789	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE “SCHOOL”	25	EA	$ 35.00	$ 875.00	$ 55.00	$ 1,375.00	$ 20.00	$ 500.00	$ 125.00	$ 3,125.00	$ 154.80	$ 3,870.00
10790	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE “XING” *	10	EA	$ 30.00	$ 300.00	$ 33.50	$ 335.00	$ 55.00	$ 550.00	$ 75.00	$ 750.00	$ 154.80	$ 1,548.00
10791	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE “SLOW”*	10	EA	$ 30.00	$ 300.00	$ 33.50	$ 335.00	$ 55.00	$ 550.00	$ 75.00	$ 750.00	$ 154.80	$ 1,548.00
10792	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE “HORSE”*	10	EA	$ 35.00	$ 350.00	$ 45.00	$ 450.00	$ 55.00	$ 550.00	$ 100.00	$ 1,000.00	$ 154.80	$ 1,548.00
10793	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE “A.D.A. EMBLEM”	50	EA	$ 50.00	$ 2,500.00	$ 45.00	$ 2,250.00	$ 15.00	$ 750.00	$ 35.00	$ 1,750.00	$ 387.00	$ 19,350.00
10794	PAINTED PAVEMENT MARKINGS; STANDARD, WHITE, ARROWS, “SINGLE”	50	EA	$ 30.00	$ 1,500.00	$ 32.00	$ 1,600.00	$ 25.00	$ 1,250.00	$ 25.00	$ 1,250.00	$ 109.65	$ 5,482.50
10795	PAINTED PAVEMENT MARKINGS; STANDARD, WHITE, ARROWS, “DOUBLE”	50	EA	$ 35.00	$ 1,750.00	$ 50.00	$ 2,500.00	$ 5.00	$ 250.00	$ 50.00	$ 2,500.00	$ 109.65	$ 5,482.50
10796	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6”	80,000	LF	$ 0.25	$ 20,000.00	$ 0.30	$ 24,000.00	$ 0.35	$ 28,000.00	$ 0.27	$ 21,600.00	$ 0.71	$ 56,800.00
10797	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 18”	10,000	LF	$ 1.30	$ 13,000.00	$ 0.65	$ 6,500.00	$ 0.75	$ 7,500.00	$ 1.17	$ 11,700.00	$ 1.68	$ 16,800.00
10798	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP 6”; 10-30 GAP	2,000	LF	$ 0.25	$ 500.00	$ 0.35	$ 700.00	$ 0.35	$ 700.00	$ 0.27	$ 540.00	$ 0.77	$ 1,540.00
12466	THERMOPLASTIC STRIPING, SOLID WHITE OR YELLOW, 4” WIDE	175,000	LF	$ 0.53	$ 92,750.00	$ 0.65	$ 113,750.00	$ 0.55	$ 96,250.00	$ 0.88	$ 154,000.00	$ 0.71	$ 124,250.00
12467	THERMOPLASTIC STRIPING, SKIP WHITE OR YELLOW, 4” WIDE	2,000	LF	$ 0.53	$ 1,060.00	$ 0.65	$ 1,300.00	$ 0.55	$ 1,100.00	$ 0.88	$ 1,760.00	$ 0.71	$ 1,420.00
12468	GREEN BIKE LANE THERMOPLASTIC STRIPING	1,200	SF	$ 10.50	$ 12,600.00	$ 13.00	$ 15,600.00	$ 8.00	$ 9,600.00	$ 15.00	$ 18,000.00	$ 28.38	$ 34,056.00
12469	SHARED LANE MARKING THERMOPLASTIC WHITE	8	SF	$ 5.00	$ 40.50	$ 500.00	$ 4,050.00	$ 22.00	$ 178.20	$ 3.25	$ 26.33	$ 993.30	$ 8,045.73
12470	HELMETED BICYCLIST SYMBOL THERMOPLASTIC WHITE	74	EA	$ 200.00	$ 14,800.00	$ 195.00	$ 14,430.00	$ 195.00	$ 14,430.00	$ 175.00	$ 12,950.00	$ 612.75	$ 45,343.50
12471	BIKE LANE ARROW THERMOPLASTIC WHITE	74	EA	$ 80.00	$ 5,920.00	$ 138.00	$ 10,212.00	$ 195.00	$ 14,430.00	$ 175.00	$ 12,950.00	$ 612.75	$ 45,343.50
				TOTAL:	$ 630,530.50	**TOTAL:**	$ 674,382.00	**TOTAL:**	$ 683,588.20	**TOTAL:**	$ 750,841.33	**TOTAL:**	$ 1,763,163.23

Legend:

Primary Vendor **(McShea Contracting,LLC)** :The vendor offering the lowest responsive and responsible bid for the line item. This vendor is designated as the first choice for award and will be used unless performance issues arise.

Secondary Vendor **(Steffen & Sons Striping,LLC)**:The vendor offering the next-lowest responsive bid. This vendor serves as a backup and may be used if the primary vendor is unable to perform, fails to deliver, or becomes non-compliant.

Tertiary Vendor **(Southwide Industries Inc)** : The vendor with the third-lowest responsive bid, designated as an additional backup option if both the primary and secondary vendors are unavailable or unable to fulfill the requirement.

Interior and Exterior Container Plant Maintenance Services for Village Hall					
	"Offers from the vendors listed herein are the only offers				
BID OPENING DATE: March 5,2026	received timely as of the above receiving date and time.				
BID OPENING TIME: 11:00 AM (local time)	All other offers submitted in response to this solicitation,				
ITB #010-26/MS	if any, are hereby rejected as late"				
VENDOR	**McShea Contracting,LLC**	**Steffen & Sons Striping,LLC**	**Southwide Industries Inc**	**1-800 Striper - (Ark'd Enterprises LLC)**	**RJ Engineering Construction Corp**
1. Bid submittal-If submitting a paper bid → (1) original and one (1) PDF (CD) Copy	YES	YES	YES	YES	YES
2. Bid Cover Page	YES	YES	YES	YES	YES
3.Bid Submittal Form	YES	YES	YES	YES	YES
4.Schedule of Value	YES	YES	YES	YES	YES
5. Questionnaire	YES	YES	YES	YES	YES
6. Drug Free Workplace	YES	YES	YES	YES	YES
7. Sworn Statement under Section 287.133(3) (a)	YES	YES	YES	YES	YES
8. Certification Pursuant To Florida Statute § 215.4725 and 287.135	YES	YES	YES	YES	YES
9. Conflict of Interest Statement	YES	YES	YES	YES	YES
10. Non-Collusion Affidavit	YES	YES	YES	YES	YES
11. Insurance Certificates	YES	YES	YES	YES	YES
12. Copy of Appropriate Licenses	N/A	Business Tax Receipt	Business Tax Receipt	N/A	DBPR
13. E-Verify Memo of Understanding (MOU)	YES	YES	YES	YES	YES
14.No Coercion for Labor or Services Affidavit	YES	YES	YES	YES	YES
15. Foreign Countries Affidavit	YES	YES	YES	YES	YES



Guilford Subdivision

FY 2026



Greenview Shores Blvd

(Wellington Trace to Paddock Dr)

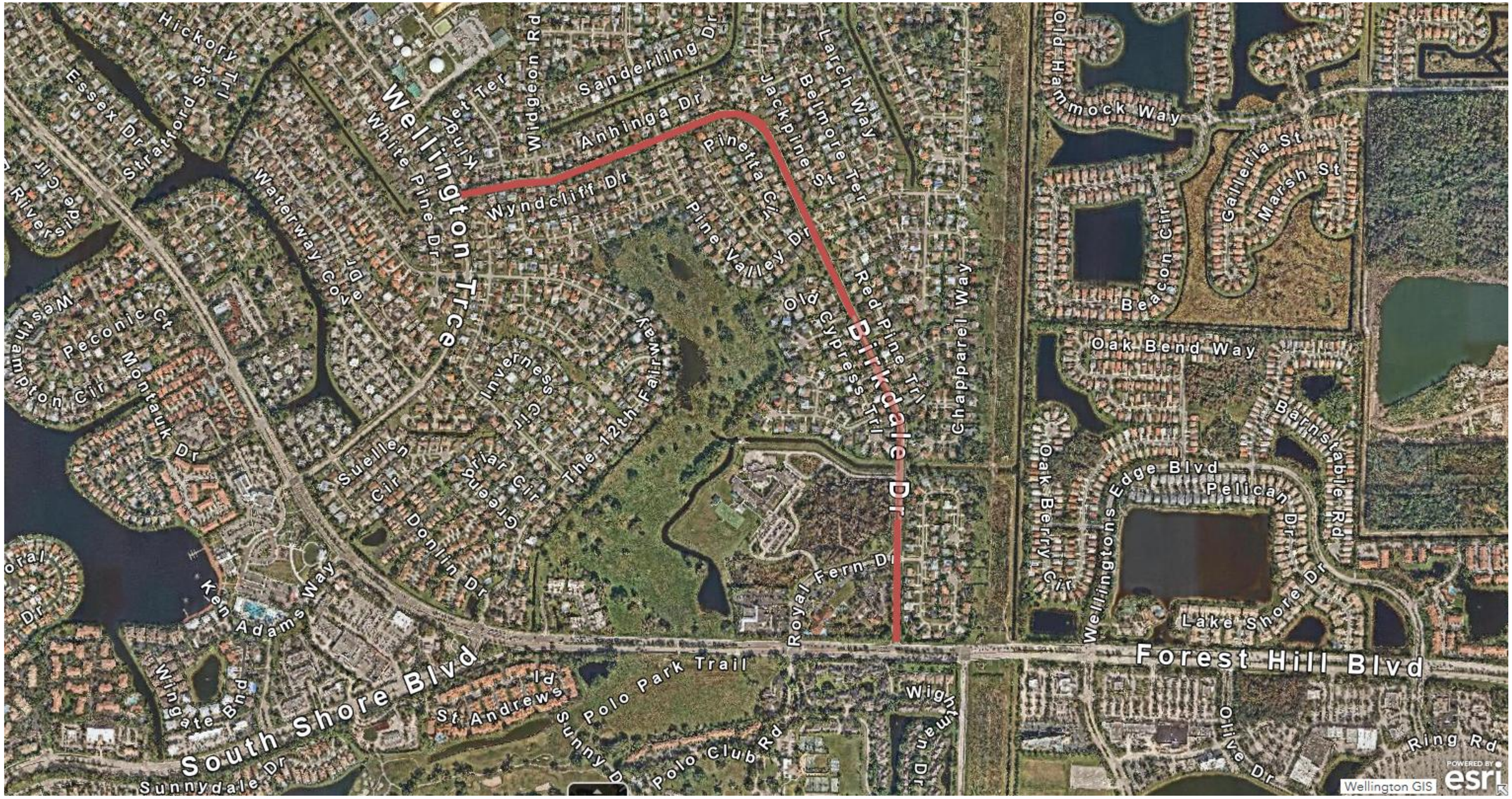
FY 2026



12300 Forest Hill Blvd • Wellington, FL 33414 • 561.791.4000 • www.wellingtonfl.gov

Village of Wellington
Palm Beach County, FL

Wellington	Streets_4K	Major	State
	Priority Type	Non-Wellington	
	Florida Turnpike	Residential	



Birkdale Dr

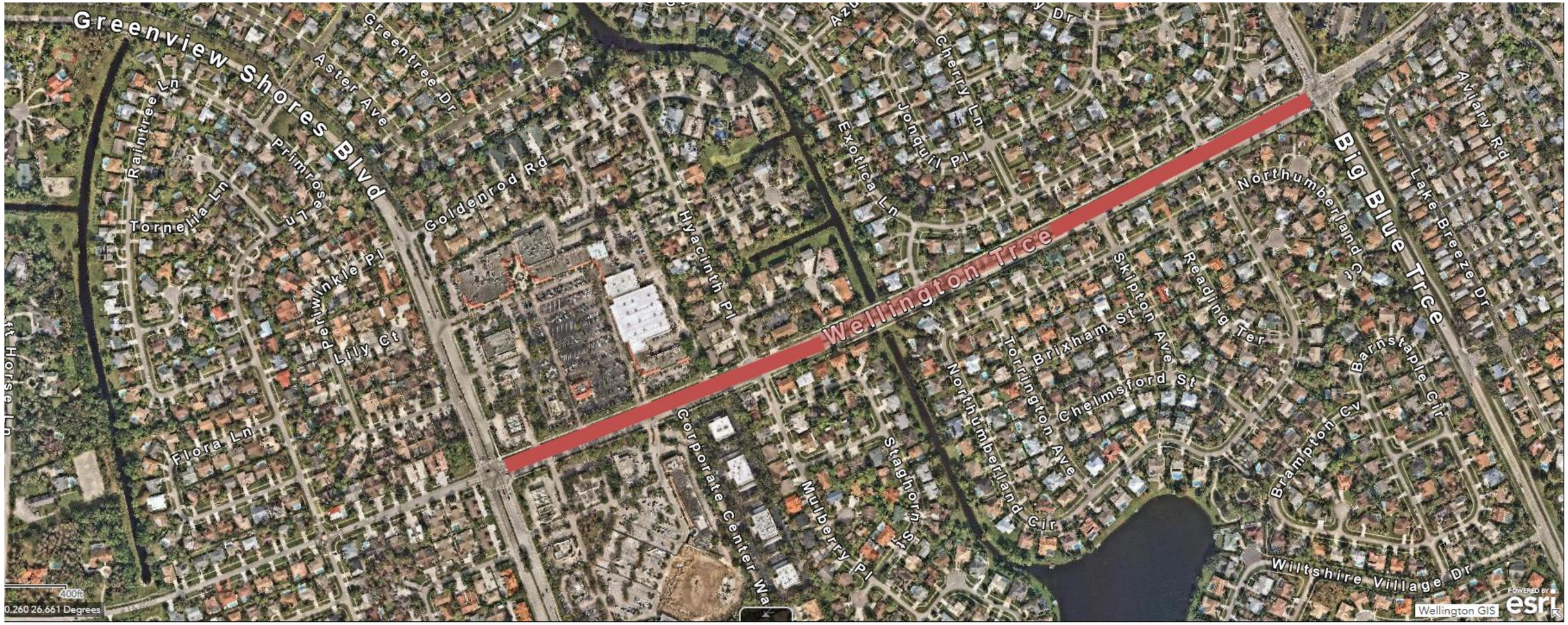
FY 2026



Wellington Trace

(Big Blue Trace to Forest Hill)

FY 2026



Wellington Trace

(Greenview Shores Blvd to Big Blue Trace)

FY 2026



FY 2026

Wellington Trace- Greenview Shores Blvd to Greenbriar Blvd



Village of Wellington
Palm Beach County, FL

Override 1
Wellington
Addresses

Streets_1K
Priority Type
Florida Turnpike

Major
Non-Wellington
Residential

State

File #: 26-7685, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE A PALM BEACH COUNTY CONTRACT FOR MULTIPURPOSE PATHWAY, PARKING LOT, AND SIDEWALK IMPROVEMENTS

REQUEST: Authorization to utilize a Palm Beach County Contract (Project No. 2025055) with Wynn & Sons Environmental Construction Co., LLC, as a basis for pricing, for pathway reconstruction, sidewalk replacement, and parking lot improvements at multiple Village locations, in the total amount of $674,211.50.

EXPLANATION: The Public Works Department is requesting authorization to utilize the Palm Beach County Pathway and Minor Continuing Services Construction Contract (Project No. 2025055), awarded to Wynn & Sons Environmental Construction Co., LLC. Palm Beach County executed this contract on March 10, 2026 (R2026-0294), and it expires on September 9, 2027. The contract provides competitively bid unit pricing for pathway construction, minor roadway improvements, and related services.

Several Village locations have been identified for rehabilitation based on observed conditions, including pavement deterioration, concrete degradation, vegetation intrusion, drainage concerns, and ADA accessibility deficiencies. The proposed work aligns with the contractor's quoted scope, which includes full-depth pathway reconstruction, milling and paving, concrete removal and replacement, and associated site preparation.

Improvements will be scheduled during planned maintenance windows to minimize impacts on residents, pedestrians, and park operations. All work will be completed within the current contract term to ensure the Village benefits from existing pricing and avoids exposure to future cost escalations.

These improvements will enhance both pedestrian and vehicular safety throughout the Village while ensuring compliance with ADA accessibility standards. In addition, the project will improve stormwater drainage conditions, extend the useful life of existing infrastructure assets, and maintain alignment with the Village's established roadway and pathway maintenance program.

The proposed work includes the following locations and scope:

Location / Description	Scope of Work	Amount
Birkdale Road (Forest Hill Blvd. to Wellington Trace)	Full-depth pathway reconstruction, including milling, base preparation, and asphalt paving	$338,380.50
Annual Sidewalk Replacement (Guilford Subdivision and Chatsworth Village)	Concrete removal, excavation, base preparation, and installation of 6-inch concrete sidewalk	$193,520.00
Tiger Shark Park (Parking Lots & Roadway)	Milling and paving of two parking lots, roadway improvements, and installation of wheel stops	$142,311.00
Total Estimated Amount		**$674,211.50**

Staff recommends authorization to utilize the Palm Beach County Contract (Project #2025055) with Wynn &

Sons Environmental Construction Co., LLC as a basis for pricing, in the total amount of $674,211.50, for pathway, sidewalk, and minor construction improvements at the locations listed above.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are available in various Public Works FY 2026 Operating budgets.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to utilize a Palm Beach County contract with Wynn & Sons Environmental Construction Co., LLC, as a basis for pricing, for pathway reconstruction, sidewalk replacement, and parking lot improvements at multiple Village locations, in the total amount of $674,211.50.

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. LLC
7268 BELVEDERE ROAD
WEST PALM BEACH, FL 33411 US
+15616866077
rick.wynnandsons@yahoo.com

Estimate

ADDRESS
WELLINGTON
THE VILLAGE OF WELLINGTON
12300 FOREST HILL BLVD.
WELLINGTON,FL 33414
PBC ANNUAL 2025-055

SHIP TO
WELLINGTON
BIRKDALE RD FROM FOREST HILL TO WELLINGTON TRACE BOTH SIDES FULL DEPTH MILL GRADE AND PAVE 1.25
PBC ANNUAL 2025-055

ESTIMATE 10851
DATE 04/01/2026

SALES REP
RICK

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
2555-020	PORTABLE MILLING MACHINE PER HR	80	95.00	7,600.00
2555-019	MILL EXISTING ASPHALT PAVEMENT (< 5,000 SY) PER 1/2 DAY	10	4,975.00	49,750.00
2555-023	MISC ASPHALT (<50 TON ORDERS) (INCL TACK COAT) PER TN	935	170.00	158,950.00
2555-177	3 CY LOADER- DAY PER EACH	20	1,350.00	27,000.00
2555-009	FINISH EXISTING ROCK BASE (INCL PRIME COAT) PER SY	12,014	5.75	69,080.50
2555-021	REUSE MILLINGS FOR PATHWAY (6" DEEP) PER SY	4,000	6.50	26,000.00
	THERE IS SEVERE INTRUSION OF EXISTING VEGETATION AVERAGE 3' INTO EXISTING PATHWAY CLEARING BY VOW PRIOR TO MOBILIZATION			

TOTAL **$338,380.50**

Accepted By

Accepted Date

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. LLC

7268 BELVEDERE ROAD
WEST PALM BEACH, FL 33411 US
+15616866077
rick.wynnandsons@yahoo.com

Estimate

ADDRESS
WELLINGTON
THE VILLAGE OF WELLINGTON
12300 FOREST HILL BLVD.
WELLINGTON,FL 33414
PBC ANNUAL 2025-055

SHIP TO
annual sidewalk replacement

ESTIMATE 10848
DATE 04/01/2026

SALES REP
rick

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
2555-007	SHALLOW EXCAVATION (DEPTH < 4 FT) PER CY	250	8.00	2,000.00
2555-010	FINISH GRADING PER SY	1,900	2.80	5,320.00
2555-138	6" CONCRETE REMOVAL PER SY	1,900	15.00	28,500.00
2555-130	CONCRETE SIDEWALK (6" THICK) DRIVEWAY (35 SY OR GREATER) PER SY	1,900	69.50	132,050.00
2555-177	3 CY LOADER- DAY PER EACH per 100 sy	19	1,350.00	25,650.00

TOTAL **$193,520.00**

Accepted By

Accepted Date

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. LLC

7268 BELVEDERE ROAD
WEST PALM BEACH, FL 33411 US
+15616866077
rick.wynnandsons@yahoo.com

Estimate

ADDRESS
WELLINGTON
THE VILLAGE OF WELLINGTON
12300 FOREST HILL BLVD.
WELLINGTON,FL 33414
PBC ANNUAL 2025-055

SHIP TO
MR FLAHERTY
TIGER SHARK PARK
2 parking lots & roadway
MILL & PAVE 1.25"

ESTIMATE 10849
DATE 04/01/2026

SALES REP
RICK

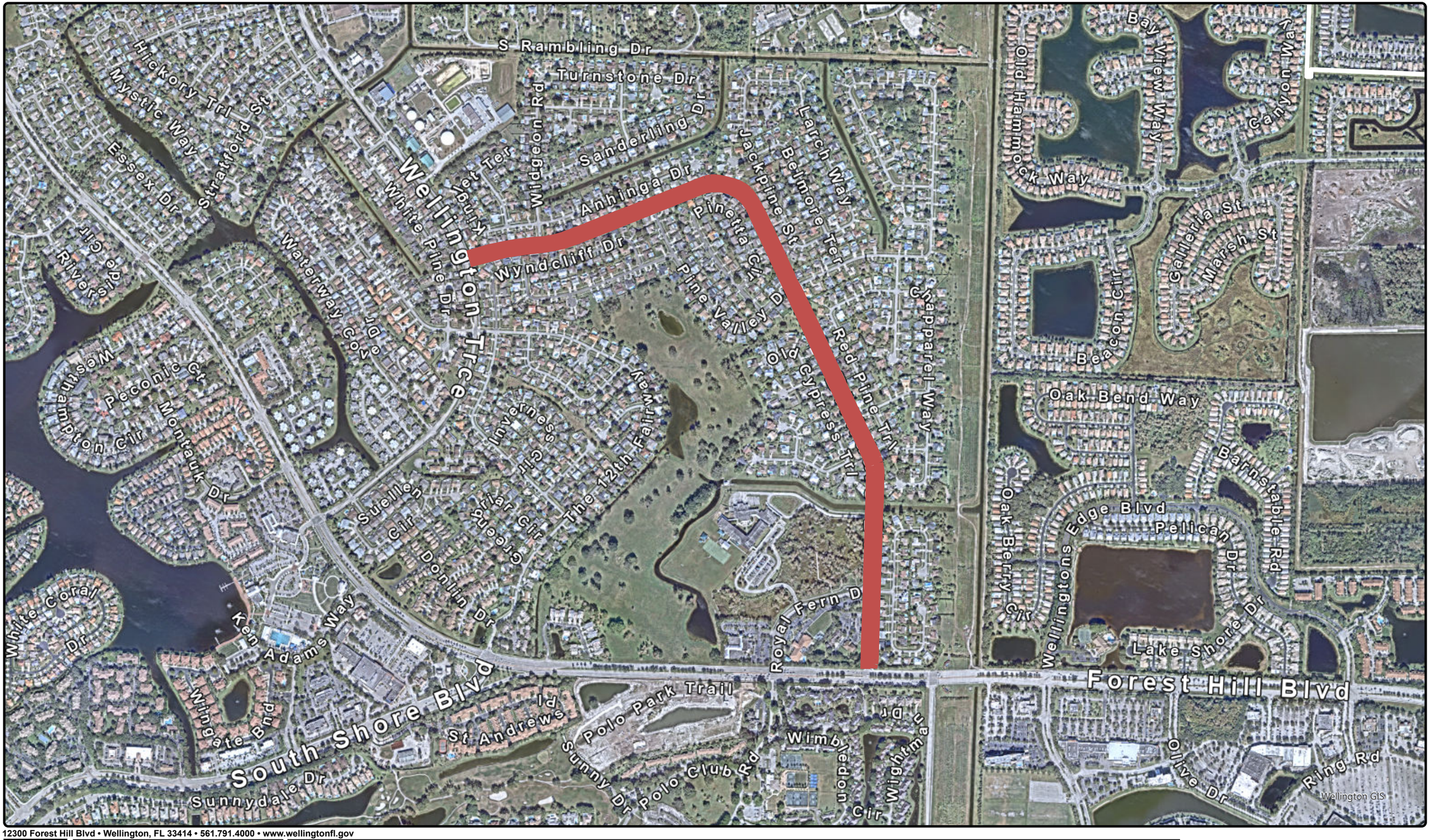
ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
2555-023	MISC ASPHALT (<50 TON ORDERS) (INCL TACK COAT) PER TN	590	170.00	100,300.00
2555-020	PORTABLE MILLING MACHINE PER HR	25	95.00	2,375.00
2555-019	MILL EXISTING ASPHALT PAVEMENT (< 5,000 SY) PER 1/2 DAY	5	4,975.00	24,875.00
2555-189	WHEEL STOPS- FURNISH & INSTALL PER EACH	110	85.10	9,361.00
2555-177	3 CY LOADER- DAY PER EACH	4	1,350.00	5,400.00

TOTAL **$142,311.00**

DW

Accepted By

Accepted Date


S Rambling Dr
Turnstone Dr
Sanderling Dr
Anhinga Dr
Wyndcliff Dr
Pinetta Cir
Pine Valley Way
Old Cypress Trl
Red Pine Trl
Chapparel Way
Larch Way
Belmore Ter
Jackpine St
Widgeon Rd
Kingfisher Ter
White Pine Dr
Wellington Trce
Hickory Trl
Mystic Way
Stratford St
Essex Dr
Riverside Cir
Westhampton Cir
Peconic Ct
Montauk Dr
Waterway Cove Dr
Inverness Cir
Suellen Cir
Donlin Dr
Gleneagles Cir
The 12th Fairway
Old Hammock Way
Bay View Way
Canyon Way
Gallerla St
Marsh St
Bent Pine Cir
Oak Bend Way
Barnstable Rd
Oak Berry Cir
Wellingtons Edge Blvd
Pelican Dr
Lake Shore Dr
Forest Hill Blvd
Olive Dr
Ring Rd
Royal Fern Dr
Polo Park Trail
Polo Club Rd
Wimbledon Cir
Wightman Dr
Sunny Dr
St Andrews Rd
Wingate Blvd
Ken Adams Way
White Coral Dr
South Shore Blvd
Sunnydale Dr
Wellington GIS



Guilford Subdivision

FY 2026



Village of Wellington
Palm Beach County, FL

Chatsworth Village FY 2026/2027

Sidewalks/ Swales to start FY 2026 Milling and Paving Scheduled for FY 2027



Village of Wellington
Palm Beach County, FL

Override 1
Wellington
Addresses

Streets_1K
Priority Type
Florida Turnpike

Major
Non-Wellington
Residential

State

File #: 26-7686, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE A CITY OF GREENACRES CONTRACT FOR THE REMOVAL AND REPLACEMENT OF SPLIT RAIL WOOD FENCING ALONG SOUTH SHORE BOULEVARD FROM LAKE WORTH ROAD TO 50TH STREET

REQUEST: Authorization to utilize a City of Greenacres contract with E. Gomez Construction Inc., as a basis for pricing, for the removal and replacement of split rail wood fencing along South Shore Boulevard from Lake Worth Road to 50th Street at an estimated cost of $135,700.00.

EXPLANATION: The Public Works Department is seeking authorization to utilize the existing City of Greenacres Fence Installation, Maintenance, and Repair Services contract (Bid No. 23-003) with E. Gomez Construction Inc. for the removal and replacement of approximately 5,080 linear feet of deteriorating split rail wood fencing along South Shore Boulevard from Lake Worth Road to 50th Street.

The scope includes removal and disposal of the existing fence and installation of new split 2-3 rail wood fencing to match existing conditions. Certain areas of the project will have a 2-rail fence to increase line of sight, the remainder of the project area will have 3-rail fence. The second contract awardee, Martin Fence Company, informed staff they are not installing wood fences at this time and declined to submitted a quote. The City of Greenacres executed its contract (Bid No. 23 003) on January 9, 2023, and the current renewal period extends through January 8, 2027.

Staff recommends utilizing the City of Greenacres contract with E. Gomez Construction Inc., as the basis for pricing, for the removal and replacement of split rail wood fencing along South Shore Boulevard from Lake Worth Road to 50th Street at an estimated cost of $135,700.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL**:

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are budgeted in FY 2026 Major Maintenance GL (11020740-546030.

WELLINGTON FUNDAMENTAL: Protecting Our Investment

RECOMMENDATION: Authorization to utilize a City of Greenacres contract with E. Gomez Construction Inc., as a basis for pricing, for the removal and replacement of split rail wood fencing along South Shore Boulevard from Lake Worth Road to 50th Street at an estimated cost of $135,700.00.

E. GOMEZ CONSTRUCTION INC
2109 W 76TH STREET
HIALEAH, FL 33016

Phone: 305-603-8619
Fax: 786-289-0018

E-mail: info@egomezconstruction.com
Website: egomezconstruction.com

QUOTE

Number: Q-2756

Date: Mar 4, 2026

Bill To
Village Of Wellington
11780 Pierson Rd
Wellington, FL 33414

Ship To
S. Shore Blvd /Lake Worth Rd. to 50th Street
Wellington, Fl 33331

Project Name: S. Shore Blvd /Lake Worth Rd to 50th 2-3 rail wood fence

Jobsite Contact Name: Alex Wamsley
Jobsite Contact Phone: (561) 351-0467
Salesperson: Chris Rowe
Project Manager: Chris Rowe

S.NO.	Item & Description	List Price	Qty	Amount
1	Wood Fence Start at S. Shore Drive and Lake Worth Rd. and end at 50th and S. Shore Drive. Remove and dispose existing wood fence. Replace with 5080' lf of split 2-3 rail pine rough cut wood rail fence to match existing. Post shall be 4" x 6" PT ground contact Rails/horizontal shall be true 2" x 6" pine rough cut 1" x 6" PT face plate with Grip-Rite #10 x 3 1/2" wood to wood deck screws. 4 men per 8 hour day x 30 days = 960hours Item 6.1 @ $60 x 960hrs = $57,600 Item 6.2 Material cost @ 65,000 x 10% = $71,500 Item 6.4 Equiptment Rental cost @ $6,000 x 10% = $6,600 Our Current Contract with City of Greenacres City of Greenacres Bid No. 23-003 Fence Installation, Maintenance and Repair Services	$ 135,700.00	1	$ 135,700.00

Sub Total	$ 135,700.00
Service Tax	$ 0.00
Adjustment	$ 0.00
Grand Total	$ 135,700.00

Terms & Conditions

All quotes are valid for 30 days from the date of the quote. The person signing this quote as agent of Customer warrants that Customer agrees to the terms and conditions stated herein. Customer and E. Gomez Construction Inc. ("Seller") shall collectively be referred to as the "Parties." Upon Customer signing here under, Seller shall begin performing its work and Customer shall be obligated to pay for 50% upon signing unless otherwise stated. Customer shall provide Seller with an equitable adjustment in time and cost for all setbacks to the Project including demobilization and mobilization costs. Customer shall have 90 days to pay all invoices associated with this quote or subsequent change orders. Time is of the essence with respect to all payments. If Customer fails to timely pay an invoice, then Customer shall be deemed to be in breach of the Parties' agreement. Customer shall be liable for all attorneys' fees and costs related to Seller's collection efforts against Customer arising from Customer's breach of the terms and conditions stated herein. Any invoice that is not timely paid shall accumulate interest at 1.5% per month. Customer agrees to pay Seller $600.00 per additional policy endorsement required for the Project.

The Parties agree that the terms and conditions stated herein shall be construed pursuant to the laws of the State of Florida and that the sole jurisdiction and venue for any dispute between the Parties arising from this quote or these terms and conditions shall be Miami-Dade County, Florida.

Approved by:

Print Name:_____ As Authorized Agent for the Customer

Date:_____

Department of Purchasing
5800 Melaleuca Lane
Greenacres, FL 33463
(561) 642-2030

Chuck Shaw
Mayor

Andrea McCue
City Manager

NOTICE OF AGREEMENT RENEWAL

November 4, 2025

Erick Gomez
E. Gomez Construction
2109 W. 76th Street
Hialeah, FL 33016

Subject: Bid No. 23-003 Fence Installation, Maintenance and Repair Services

Attn: Erick Gomez

As specified in the agreement documents, there is an option to renew the existing agreement for another one-year period if it is mutually agreeable to all parties.

Please advise by signature below if a one-year extension will be acceptable. This will be the final renewal of the agreement. The new agreement term will be through January 8, 2027.

Please complete and return this form to the Purchasing Department by Wednesday, November 12, 2025 at 4:00 p.m. Your response may be emailed to purchasing@greenacresfl.gov with the original mailed to the above address.

If you have any questions, please contact me at (561) 642-2030.

Sincerely,

Monica Powery, CPPB
Director of Purchasing

V I hereby agree to a one-year extension of the subject agreement.

_____ I am unable to extend the agreement for an additional one-year period.

Signature

11/4/25
Date

CITY OF GREENACRES TABULATION

AREA A (PALM BEACH COUNTY/NORTH BROWARD COUNTY)

Notice of Bid: November 13, 2022
Advertised in Palm Beach Post & on City Website: November 13, 2022
Bid Number: 23-003
Description: Fence Installation, Maintenance and Repair Services

Department: Public Works
Opening Date: 12/13/2022
Opened By: Monica Powery
Witnessed By: Randi Whitcomb

Vendor Name:	E. Gomez Construction	Martin Fence Co.
Address:	2109 W. 76th Street Hialeah, FL 33016	862 13th Street Lake Park, FL 33403
Phone:	(305) 603-8619	(561) 848-2688
Email:	egomez@egomezconstruction.com	mfence@martinfence.com

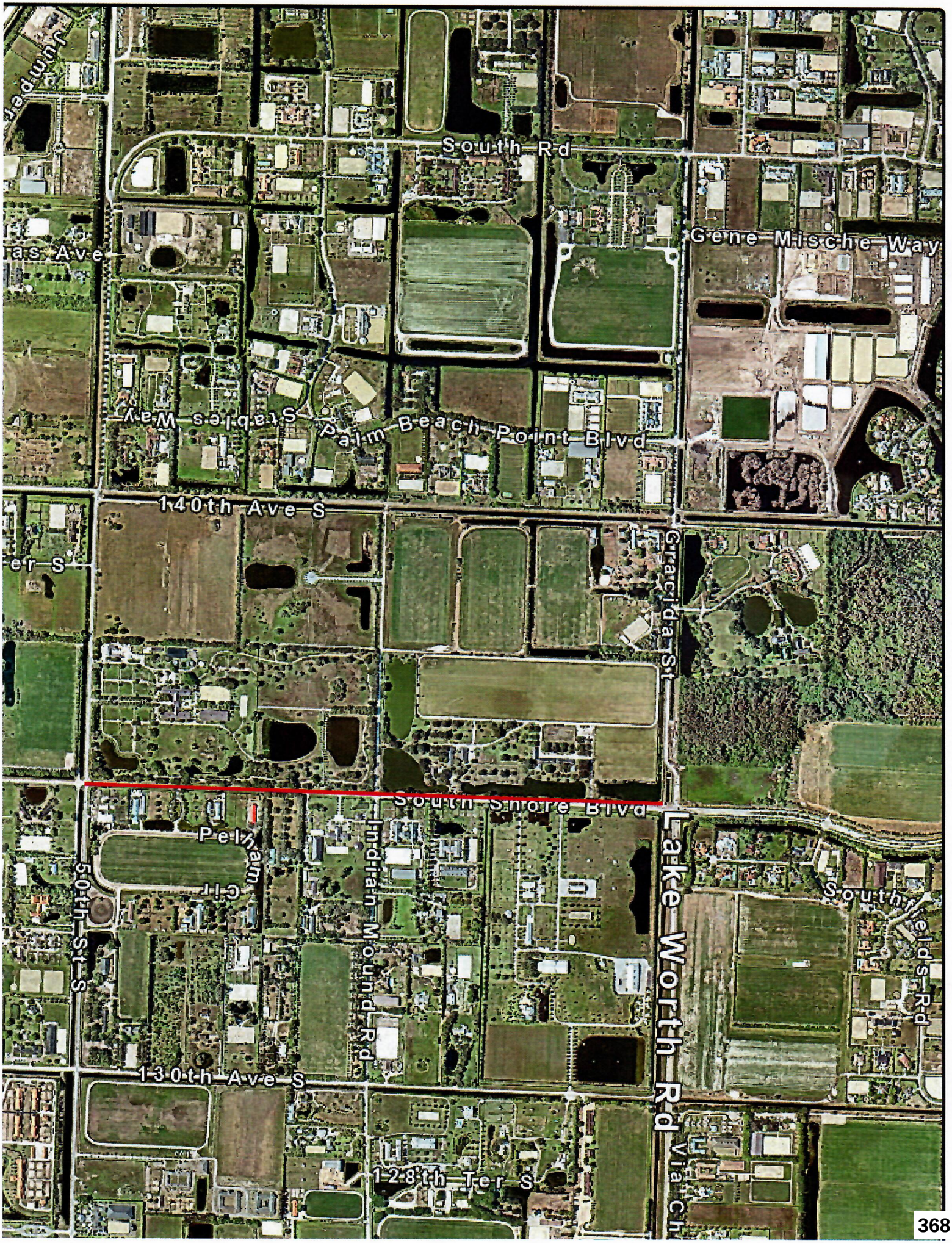
Item	Description	Height	Unit of Measure	Unit Cost	Unit Cost
Provide and Install New Fencing (Board on Board)					
1.1	Board on Board Fencing	6'	Per Linear Foot	$ 40.00	$ 60.00
Provide and Install New Fencing (Split Railing)					
2.1	Provide and Install New Fencing (Split Railing)	4'	Per Linear Foot	$ 38.00	$ 30.00
Provide and Install New Fencing (Galvanized and Vinyl Coated)					
3.1	Galvanized Fencing Chain Link Fabric with Top Rail	4'	Per Linear Foot	$ 15.00	$ 15.00
3.2		5'	Per Linear Foot	$ 14.00	$ 17.50
3.3		6'	Per Linear Foot	$ 28.00	$ 20.00
3.4		8'	Per Linear Foot	$ 35.00	$ 25.00
3.5		10'	Per Linear Foot	$ 35.00	$ 35.00
3.6	Galvanized Fencing Chain Link Fabric with Tension Wire without Top Rail	4'	Per Linear Foot	$ 13.00	$ 12.00
3.7		5'	Per Linear Foot	$ 10.00	$ 14.50
3.8		6'	Per Linear Foot	$ 25.00	$ 17.00
3.9		8'	Per Linear Foot	$ 31.00	$ 22.00
3.10		10'	Per Linear Foot	$ 28.00	$ 32.00
3.11	Galvanized Posts Corner Posts with Braces	4'	Each	$ 200.00	$ 260.00
3.12		5'	Each	$ 140.00	$ 300.00
3.13		6'	Each	$ 500.00	$ 475.00
3.14		8'	Each	$ 600.00	$ 630.00
3.15		10'	Each	$ 500.00	$ 790.00
3.16	Galvanized Posts Terminal Posts with Braces	4'	Each	$ 200.00	$ 240.00
3.17		5'	Each	$ 140.00	$ 280.00
3.18		6'	Each	$ 350.00	$ 400.00
3.19		8'	Each	$ 360.00	$ 540.00
3.20		10'	Each	$ 360.00	$ 670.00
3.21	Galvanized Posts Including Posts with Braces; Line Posts and Intermediate Post	4'	Each	$ 180.00	$ 200.00
3.22		5'	Each	$ 90.00	$ 225.00
3.23		6'	Each	$ 300.00	$ 250.00
3.24		8'	Each	$ 400.00	$ 300.00
3.25		10'	Each	$ 350.00	$ 350.00

				Vendor Name:	E. Gomez Construction	Martin Fence Co.	
				Address:	2109 W. 76th Street Hialeah, FL 33016	862 13th Street Lake Park, FL 33403	
				Phone:	(305) 603-8619	(561) 848-2688	
				Email:	egomez@egomezconstruction.com	mfence@martinfence.com	
Item	**Description**		**Height**	**Unit of Measure**	**Unit Cost**	**Unit Cost**	
3.26	Galvanized Gates – Single Swing including Posts with Braces		4'	Per Linear Foot	$ 80.00	$ 100.00	
3.27			5'	Per Linear Foot	$ 60.00	$ 110.00	
3.28			6'	Per Linear Foot	$ 160.00	$ 125.00	
3.29			8'	Per Linear Foot	$ 180.00	$ 175.00	
3.30			10'	Per Linear Foot	$ 180.00	$ 200.00	
3.31	Galvanized Gates – Single Roll including Posts, Braces & Wheels		4'	Per Linear Foot	$ 180.00	$ 125.00	
3.32			5'	Per Linear Foot	$ 100.00	$ 135.00	
3.33			6'	Per Linear Foot	$ 190.00	$ 150.00	
3.34			8'	Per Linear Foot	$ 220.00	$ 200.00	
3.35			10'	Per Linear Foot	$ 180.00	$ 250.00	
3.36	Vinyl Coated Fencing with Vinyl Coated Top Rail		4'	Per Linear Foot	$ 19.00	$ 20.00	
3.37			5'	Per Linear Foot	$ 15.00	$ 22.50	
3.38			6'	Per Linear Foot	$ 35.00	$ 25.00	
3.39			8'	Per Linear Foot	$ 42.00	$ 30.00	
3.40			10'	Per Linear Foot	$ 55.00	$ 45.00	
3.41	Vinyl Coated Posts Corner Post with Braces		4'	Each	$ 300.00	$ 280.00	
3.42			5'	Each	$ 150.00	$ 325.00	
3.43			6'	Each	$ 600.00	$ 550.00	
3.44			8'	Each	$ 600.00	$ 735.00	
3.45			10'	Each	$ 300.00	$ 920.00	
3.46	Vinyl Coated Posts Terminal Posts with Braces		4'	Each	$ 300.00	$ 260.00	
3.47			5'	Each	$ 150.00	$ 300.00	
3.48			6'	Each	$ 500.00	$ 450.00	
3.49			8'	Each	$ 500.00	$ 600.00	
3.50			10'	Each	$ 300.00	$ 750.00	
3.51	Vinyl Coated Gates – Single Swing including Posts with Braces		4'	Per Linear Foot	$ 130.00	$ 150.00	
3.52			5'	Per Linear Foot	$ 80.00	$ 160.00	
3.53			6'	Per Linear Foot	$ 180.00	$ 200.00	
3.54			8'	Per Linear Foot	$ 230.00	$ 225.00	
3.55			10'	Per Linear Foot	$ 180.00	$ 250.00	
3.56	Vinyl Coated Gates – Single Roll including Posts, Braces & Wheels		4'	Per Linear Foot	$ 160.00	$ 150.00	
3.57			5'	Per Linear Foot	$ 90.00	$ 175.00	
3.58			6'	Per Linear Foot	$ 200.00	$ 200.00	
3.59			8'	Per Linear Foot	$ 240.00	$ 225.00	
3.60			10'	Per Linear Foot	$ 170.00	$ 250.00	
Removal and Disposal of Existing Fence							
4.1	Fence Height: 4’			Per Linear Foot	$ 10.00	$ 10.00	
4.2	Fence Height: 5’			Per Linear Foot	$ 5.00	$ 10.00	
4.3	Fence Height: 6’			Per Linear Foot	$ 14.00	$ 15.00	
4.4	Fence Height: 8’			Per Linear Foot	$ 18.00	$ 20.00	

			Vendor Name:	E. Gomez Construction	Martin Fence Co.
			Address:	2109 W. 76th Street Hialeah, FL 33016	862 13th Street Lake Park, FL 33403
			Phone:	(305) 603-8619	(561) 848-2688
			Email:	egomez@egomezconstruction.com	mfence@martinfence.com
Item	**Description**	**Height**	**Unit of Measure**	**Unit Cost**	**Unit Cost**
4.5	Fence Height: 10'		Per Linear Foot	$ 16.00	$ 25.00
Repairs to Existing Fence					
5.1	Labor per man hour for the repair of existing fences		Per Man Hour	$ 40.00	$ 140.00
5.2	Contractor's percent markup for materials required to repair existing fences. (Materials to be billed at net cost plus the percentage markup. Markup on sales tax is not permitted. A copy of the itemized materials invoice from the supplier must be included with all invoicing.)			10%	10%
Specialty Fencing Installation and Material (PVC, Wood, Wrought Iron and Aluminum)					
6.1	Labor per man hour for the installation of specialty fences materials		Per Man Hour	$ 60.00	$ 140.00
6.2	Contractor's percent markup for specialty fencing materials. (Materials to be billed at net cost plus the percentage markup. Markup on sales tax is not permitted. A copy of the itemized materials invoice from the supplier must be included with all invoicing.)			10%	10%
6.3	Contractor's percent markup for approved subcontracted services. (To be billed at net cost plus a percentage markup. Markup on sales tax is not permitted. A copy of the itemized subcontracted services invoice from the subcontractor must be included with all invoicing.)			10%	10%
6.4	Contractor's percent markup for approved used of rental equipment. (To be billed at net cost plus a percentage markup. Markup on sales tax is not permitted. A copy of the itemized subcontracted services invoice from the subcontractor must be included with all invoicing.)			10%	10%

CITY OF GREENACRES TABULATION

Note: All recommendations for award are unofficial until City Council approval


South Rd
Gene Mischee Way
Palm Beach Point Blvd
140th Ave S
Gracida St
South Shore Blvd
Lake Worth Rd
Pelham Cir
Indian Mound Rd
50th St S
130th Ave S
128th Ter S
South Fields Rp

File #: 26-7574, **Version:** 1

ITEM: AUTHORIZATION TO RENEW EXISTING CONTRACT FOR THE PURCHASE AND DELIVERY OF FERTILIZERS AND CHEMICALS

REQUEST: Authorization to renew existing contract with Howard Fertilizer and Chemicals, LLC for the purchase and delivery of fertilizers and chemicals, in the amount of approximately $275,000.00.

EXPLANATION: The Village utilizes a variety of fertilizers, herbicides, insecticides, fungicides and other specialty items throughout the year to maintain the health and aesthetics of athletic fields, playgrounds, and other Village properties, including common areas.

On May 14, 2024, Wellington awarded ITB #202403 to three vendors. During the first renewal term of May 14, 2025 through May 13, 2026 only two vendors, Howard Fertilizer and Chemicals, LLC and SiteOne Landscape Supply, LLC agreed to renew their contracts.

For the upcoming renewal term of May 14, 2026 through May 13, 2027, Howard Fertilizer and Chemicals, LLC has agreed to renew its contract with proposed price adjustments on some items. Proposed chemical price adjustments range from a decrease of 4.5% to increase of 13.36%, averaging 4% increase for chemicals. Proposed price adjustments for fertilizer items range from increase of 10% to 40% for an average of 28% increase for fertilizers. SiteOne Landscape Supply, LLC has declined to renew its contract, citing current market conditions. Current market conditions continue to impact fertilizer and chemical pricing largely due to global supply chain disruptions and geopolitical uncertainties, including those affecting key shipping routes and increased production costs, resulting in price volatility. Prior year expenditures were $198,875.82.

Staff has reviewed the renewal and associated price adjustments from Howard Fertilizer and Chemicals, LLC and recommends approval. Staff will obtain quotes as needed for any items previously supplied by SiteOne Landscape Supply, LLC.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated in multiple divisions of the FY 2026 operating budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to renew existing contract with Howard Fertilizer and Chemicals, LLC for the purchase and delivery of fertilizers and chemicals, in the amount of approximately $275,000.00.

Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

March 11, 2026

Howard Fertilizer and Chemicals, Inc.
P. O. Box 628202
Orlando, FL 32862
MMAGGIO@HOWARDFERT.COM

Re: ITB# 202403 - Purchase and Delivery for Public Works Chemicals

Dear Mr. Maggio,

Howard Fertilizer and Chemicals, Inc. (AWARDEE) is an awardee for contract # ITB# 202403 – Purchase and Delivery for Public Works Chemicals. The contract is set to expire on May 13, 2026 and allows for two (2) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the second renewal option through May 13, 2027 under the same terms and conditions as stipulated on Page 11 of the referenced ITB which is conditioned upon subsequent approval by Wellington Council.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the AWARDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDEE acknowledges no such conflict.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act {ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or

recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannotbe lawfully used as a basis for service delivery.

Please indicate acceptance or rejection of the renewal and return to my attention by March 18, 2026

If you should have any questions, please contact me or anyone else in the Purchasing Department.

proposed increases

Accept Renewal: Michael Maggio /Soles _____ 3/16/2026
Printed Name/Title Signature Date

Reject Renewal: _____ _____ _____
Printed Name/Title Signature Date

Thank you,
Tisa Bracey
561-791-4112
tbracey@wellingtonfl.gov

CONFLICT OF INTEREST STATEMENT

This renewal is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

[✓] To the best of our knowledge, the work contemplated by this agreement would not create a conflict of interest due to the undersigned's representation of other clients on projects pending before the Village of Wellington.

[✓] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[✓] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[✓] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

POTENTIAL CONFLICT:

[ ] The undersigned business, by attachment to this form, submits a list of current clients and projects for which it is currently seeking Village approval and which may cause a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT IT IS INELIGIBLE TO PERFORM WORK ON BEHALF OF THE VILLAGE OF WELLINGTON FOR ANY OF THE CLIENTS OR PROJECTS LISTED IN THE ATTACHEMENT TO THIS FORM. FAILURE TO DISCLOSE A POSSIBLE CONFLICT OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Howard Fertilizer
COMPANY NAME

AUTHORIZED SIGNATURE

Michael Maggio
NAME (PRINT OR TYPE)

Sales rep
TITLE

Rev. 5.28.2025

	5/13/2025 through 5/13/2026			HOWARD FERTILIZER & CHEMICAL, LLC							
Item #	Item Description	Pack Size	Unit Of Measure	Brand (Include Labels for Equal Products)	EPA # (If Applicable)	Unit Price Based on UOM	25/26 Total Price	26/27 Price Change Request	Unit Price Based on UOM	26/27 Unit Price	Agency Items
	Chemicals (No agricultural grade fertilizers will be accepted)										Key
12248	0-0-22 Kmag (or equal)	50 LB	LB	HOWARD		$0.30	$15.00	40.00%	0.420	$21.00	
12249	12-2-12 Liquid Fert (or equal)	2.5 GL	2.5 GL			NO BID	NO BID	NO BID	NO BID	NO BID	
12250	12-2-12 Liquid Fert (or equal)	250 GL TOTE	250 TO			NO BID	NO BID	NO BID	NO BID	NO BID	
12251	15-0-12 Liquid Fert (or equal)	2.5 GL	2.5 GL	LPI		$27.26	$27.26	10.00%	29.980	$29.98	
12252	15-0-12 Liquid Fert (or equal)	250 GL TOTE	250 TO	LPI		$2,356.12	$2,356.12	10.00%	2,591.730	$2,591.73	
12253	15-0-15 w/.67% Ronstar (or equal)	50 LB	LB	HOWARD		$0.60	$30.00	40.00%	0.840	$42.00	
12254	15-0-15 w/merit (or equal)	50 LB	LB	HOWARD		$0.60	$30.00	40.00%	0.840	$42.00	
12255	16-0-8 (or equal)	50 LB	LB	HOWARD		$0.30	$15.00	40.00%	0.420	$21.00	
12256	16-2-16 (or equal)	50 LB	LB	HOWARD		$0.38	$19.00	40.00%	0.532	$26.60	
12257	16-2-16 with Methalated Urea (specific blend)	50 LB	LB	HOWARD		$0.45	$22.50	40.00%	0.630	$31.50	
12258	18-0-18 with Dimension (specific blend)	50 LB	LB	HOWARD		$0.70	$35.00	40.00%	0.980	$49.00	
12259	18-3-6 Liquid Fert (or equal)	2.5 GL	2.5 GL	LPI		$25.53	$25.53	10.00%	28.080	$28.08	
12260	18-3-6 Liquid Fert (or equal)	250 GL TOTE	250 TO	LPI		$2,176.72	$2,176.72	10.00%	2,394.390	$2,394.39	
12261	20-0-10 (or equal)	50 LB	LB	HOWARD				NA	NA	NA	
12262	21-0-0 (or equal)	50 LB	LB	HOWARD		$0.28	$14.00	40.00%	0.392	$19.60	
12263	24-2-11 (or equal)	50 LB	LB	HOWARD		$0.36	$18.00	40.00%	0.504	$25.20	
12264	30-0-0 Liquid Fert (no substitution)	2.5 GL	2.5 GL	LPI		$27.83	$27.83	10.00%	30.610	$30.61	
12265	30-0-0 Liquid Fert (no substitution)	250 GL TOTE	250 TO	LPI		$2,380.04	$2,380.04	10.00%	2,618.040	$2,618.04	
12266	400 High Mn (no substitution)	2.5 GL	2.5 GL	LPI				NA	NA	NA	
12267	400 High Mn (no substitution)	250 GL TOTE	250 TO	LPI		$1,937.52	$1,937.52	10.00%	2,131.270	$2,131.27	
12268	8-2-12 (specific blend) *see Specifications	50 LB	LB	HOWARD		$0.57	$28.50	40.00%	0.798	$39.90	
12269	9-0-24 (or equal)	50 LB	LB	HOWARD				NA	NA	NA	
12270	Chelated Palm Micro Package (or equal)	2.5 GL	2.5 GL	LPI				NA	NA	NA	
12271	Kelp Grow (or equal)	2.5 GL	2.5 GL	LPI				NA	NA	NA	
12398	Kelp Grow (or equal)	55 GL DRUM	55 DM			$2,054.36	$2,054.36	17.49%	2,413.750	$2,413.75	
12273	Milorganite (no substitution)	50 LB	LB	MILORGANITE				NA	NA	NA	
12274	Minors Liquid Fert (no substitution)	2.5 GL	2.5 GL			NO BID	NO BID	NO BID	NO BID	NO BID	
12275	Mirimichi Green Carboniz PN (or equal)	40 LB	40 LB			NO BID	NO BID	NO BID	NO BID	NO BID	
12276	Nature Safe 10-2-8 (or equal)	50 LB	LB	GRIFFIN INDUSTRIES		$0.70	$35.00	40.00%	0.980	$49.00	
12277	Soluble Potassim Nitrate (or equal)	25 LB	25 LB	YARA		$31.25	$31.25	40.00%	43.750	43.75	
12278	Turf Nectar 15-0-0 w/6%Fe (or equal)	2.5 GL	2.5 GL	LPI		$22.08	$22.08	10.00%	24.280	$24.28	
12279	Turf Nectar 15-0-0 w/6%Fe (or equal)	250 GL TOTE	250 TO	LPI		$1,817.92	$1,817.92	10.00%	1,999.710	$1,999.71	
12391	20-0-12 (specific blend)**See Specifications**	50LB	LB	HOWARD		$0.45	$22.50	40.00%	0.630	$31.50	
12280	Palm and Ornamental 8-0-12 *(Specific Blend)*see Specifications	50 LB	LB	HOWARD		$0.59	$29.50	40.00%	0.826	$41.30	
	Herbicide										
12281	Atra 4 (no substitution)	2.5 GL	2.5 GL	DREXEL				NA	NA	NA	
12282	Atra-5 (no substitution)	2.5 GL	2.5 GL	DREXEL				NA	NA	NA	
12283	Barricade 4FL (no substitution)	1 GL	GL	SYGENTA		$166.50	$166.50	1.00%	168.250	$168.25	
12284	Basagran (no substitution)	128 OZ (1 GL)	GL	BASF				NA	NA	NA	
12285	Celsius (no substitution)	10 OZ	10 OZ	ENVU		$131.20	$131.20		131.200	$131.20	
12286	Certainty (no substitution)	1.25 OZ	1.25 OZ	NUFARM				NA	NA	NA	
12287	Cheeta Pro (no substitution)	30 GL	30 GL	NUFARM				NA	NA	NA	
12288	Dimension (no substitution)	64 OZ	64 OZ	CORTEVA		$613.00	$613.00	4.99%	643.630	$643.63	
12289	Dismiss (no substitution)	6 OZ	6 OZ	FMC				NA	NA	NA	
12290	Dismiss NXT (no substitution)	60 OZ	60 OZ	FMC		$504.80	$504.80		504.800	$504.80	
12291	Dismiss South (no substitution)	16 OZ	16 OZ	FMC		$193.02	$193.02		193.020	$193.02	
12292	Drive XLR8 (no substitution)	64 OZ	64 OZ	BASF		$53.05	$53.05		53.050	$53.05	
12293	Echelon 4SC (no substitution)	128 OZ (1 GL)	GL	FMC		$454.00	$454.00	-2.00%	444.920	$444.92	
12294	Fusilade II (no substitution)	1 QT	QT	SYGENTA		$85.47	$85.47		85.470	$85.47	
12295	Garlon (no substitution)	2.5 GL	GL			NO BID	NO BID	NO BID	D	NO BID	
12296	Garlon 3A (no substitution)	2.5 GL	GL	CORTEVA		$78.40	$196.00		78.400	$196.00	
12297	Garlon 4 (no substitution)	2.5 GL	GL	CORTEVA		$102.26	$255.65		255.650	$255.65	
12399	Manor (no substitution)	8 OZ	8 OZ	NUFARM		$38.36	$38.36		38.360	$38.36	
11424	Manuscript (no substitution) - 3GL per case	3 GL	CASE	SYGENTA		$970.00	$970.00	5.00%	1,019.000	$1,019.00	
12390	Monument 75WG (no substitution)	25 GRAM	25 GM	SYGENTA		$300.00	$300.00		300.000	$300.00	
12456	Monument 75WG (no substitution)	30 GRAM	30 GM	SYGENTA		$360.00	$360.00		360.000	$360.00	
12300	Monument 75WG (no substitution)	250 GRAM	250 GM	SYGENTA		$2,750.00	$2,750.00		2,750.000	$2,750.00	
12301	Primo (no substitution)	1 GL	GL	SYGENTA		$317.00	$317.00	1.00%	320.000	$320.00	
12302	Primo (no substitution)	10 GL MINI TOTE	10 GL	SYGENTA		$2,990.00	$2,990.00	1.00%	3,020.000	$3,020.00	
12303	Prosedge (no substitution)	1.33 OZ	1.33 OZ	NUFARM		$54.18	$54.18		54.180	$54.18	
12304	Pylex (no substitution)	4 OZ	4 OZ	BASF		$388.00	$388.00	7.22%	416.000	$416.00	
12305	Ranger Pro (or equal)	30 GL	GL	BAYER		$16.27	$488.11	9.61%	17.833	$535.00	
12394	Revolver (no substitution)	87 OZ	87 OZ	ENVU		$765.80	$765.60	4.00%	796.220	$796.22	
12307	Reward (no substitution)	2.5 GL	2.5 GL	SYGENTA		$240.00	$240.00	1.00%	242.500	$242.50	
12308	Round Up Pro (no substitution)	30 GL	30 GL	BAYER		$628.63	$628.63	5.37%	662.400	$662.40	
12310	Sencor 75DF (no substitution)	5 LB	5 LB	ENVU		$125.37	$626.88	3.69%	650.000	$650.00	
12311	Solitare (no substitution)	4 LB	4 LB	FMC		$596.40	$596.40	-2.00%	584.470	$584.47	
12312	Specticle (no substitution)	1 GL	GL	ENVU		$2,092.80	$2,092.80	2.00%	2,134.660	$2,134.66	
12400	Sure Guard (no substitution)	64 OZ	OZ			$584.50	$584.50		584.500	$584.50	

12314	Tribute (no substitution)	6 OZ	6 OZ	ENVU		$426.40	$426.40		426.400	$426.40
12315	TriMec Southern (no substitution)	2.5 GL	2.5 GL	PBI GORDON		$214.29	$214.29		214.290	$214.29
12316	Xonerate (no substitution)	12 OZ	12 OZ	FMC		$483.00	$483.00		483.000	$483.00
	Insecticide									
12317	Arena .25G (no substitution)	30 LB	30 LB	NUFARM				NA	NA	NA
12318	Arena 50WDG (no substitution)	2.5 LB	2.5 LB	NUFARM		$421.75	$421.75		421.750	$421.75
12319	Dylox SL420 (no substitution)	2.5 GL	2.5 GL	ENVU		$236.76	$236.76	9.29%	258.750	$258.75
12320	Essentria (no substitution)	1 GL	GL	ZOECON				NA	NA	NA
12321	Imdemnify (no substitution)	17.1 OZ	17.1 OZ	ENVU		$1,963.60	$1,963.60		1,963.600	$1,963.60
12323	Meridian 25WG (no substitution)	102 OZ	102 OZ	SYGENTA		$581.40	$581.40	1.75%	591.600	$591.60
12327	Safari (no substitution)	3 LB	3 LB	NUFARM		$397.20	$397.20	2.98%	409.050	$409.05
12329	Talstar (or equal)	1 GL	GL	NUFARM				NA	NA	NA
12330	Talstar XTRA (no substitution)	25 LB	25 LB	FMC		$32.24	$32.24	11.66%	36.000	$36.00
12331	Top Choice (no substitution)	50 LB	50 LB	ENVU				NA	NA	NA
12332	TriStar (no substitution)	1 GL	GL	NUFARM		$568.15	$568.15	3.00%	585.200	$585.20
	Fungicides									
12333	Armada (no substitution)	2 LB	2 LB	ENVU		$129.48		NA	NA	NA
12334	BannerMaxx (no substitution)	1 GL	GL	SYGENTA		$255.00	$255.00	1.96%	260.000	$260.00
12335	Banol (no substitution)	2.5 GL	2.5 GL	ENVU		$1,254.00	$1,254.00	4.00%	1,305.010	$1,305.01
12340	Concert (no substitution)	2.5 GL	2.5 GL	SYGENTA		$267.50	$267.50	1.00%	270.000	$270.00
12342	Daconil Weather Sticker (no substitution)	2.5 GL	2.5 GL	SYGENTA				NA	NA	NA
12343	Fore 80WP Rainshield (no substitution)	6 LB	6 LB			NO BID	NO BID	NO BID	NO BID	NO BID
12344	Headway (no substitution)	1 GL	GL	SYGENTA		$536.00	$536.00	2.00%	547.000	$547.00
12345	Heritage TL (no substitution)	1 LB	LB	SYGENTA		$602.00	$602.00	1.99%	614.000	$614.00
12346	Honor (no substitution)	3 LB	3 LB	BASF		$196.00	$588.00	4.00%	612.000	$612.00
12347	Insignia SC (no substitution)	30.5 OZ	30.5 OZ	BASF		$575.84	$575.84	3.28%	594.750	$594.75
12348	Medallion SC (no substitution)	1 GL	GL	SYGENTA		$685.00	$685.00	2.00%	699.000	$699.00
12396	Pagent (no substitution)	1 LB	1 LB	BASF		$115.00	$115.00	3.00%	118.450	$118.45
12351	Prostar 70WG (no substitution)	3 LB	3 LB			NO BID	NO BID	NO BID	NO BID	NO BID
12354	Subdue Maxx (no substitution)	1 GL	GL	SYGENTA		$611.00	$611.00	1.96%	623.000	$623.00
12355	Tartan (no substitution)	2.5 GL	2.5 GL	ENVU		$1,033.00	$1,033.00	-4.50%	986.500	$986.50
	Wetting Agents									
12356	Cascade Plus (no substitution)	2.5 GL	2.5 GL	PRECISION		$261.25	$261.25	6.00%	277.250	$277.25
12357	Delux (w/ammonium sulphate) (no substitution)	2.5 GL	2.5 GL	PRECISION		$55.00	$55.00	7.27%	59.000	$59.00
12401	Duplex (no substitution)	20 GL	20 GL			$830.00	$830.00	7.35%	891.000	$891.00
12359	Envy Turf Pigment (no substitution)	1 GL	GL	PRECISION				NA	NA	NA
12361	Gypsum (no substitution)	50 LB	LB	OLDCASTLE		$0.25	$12.35	13.36%	0.280	$14.00
12362	Knockdown (defoamer) (no substitution)	16 OZ	16 OZ	PRECISION				NA	NA	NA
12363	Magnaplex (no substitution)	2.5 GL	2.5 GL	PRECISION		$142.50	$142.50	7.10%	152.750	$152.75
12364	Magnaplex (no substitution)	20 GL DRUM	20 DM	PRECISION		$1,060.00	$1,060.00	7.20%	1,137.000	$1,137.00
12365	Magnus (no substitution)	2.5 GL	2.5 GL	PRECISION		$231.25	$231.25	8.50%	251.380	$251.38
12402	Microyl (no substitution)	2.5 GL	2.5 GL			$108.75	$108.75		108.750	$108.75
12367	pHAcid (or equal)	2.5 GL	2.5 GL	NUMERATOR		$200.00	$200.00		200.000	$200.00
12368	Surfactant 80/20 CN (no substitution)	2.5 GL	2.5 GL	DREXEL				NA	NA	NA
12370	Vivax (no substitution)	2.5 GL	2.5 GL	PRECISION				NA	NA	NA
	Specialties									
12371	Marking Dust (White Chalk)	1 LB	LB			NO BID	NO BID	NO BID	NO BID	NO BID
12372	Turface Quickdry	1 LB	LB			NO BID	NO BID	NO BID	NO BID	NO BID

File #: 26-7575, **Version:** 1

ITEM: AUTHORIZATION TO RENEW AN EXISTING CONTRACT FOR THE PURCHASE AND DELIVERY OF FILL MATERIALS

REQUEST: Authorization to renew an existing contract with Florida Superior Sand, Inc. for the purchase and delivery of fill materials in the approximate amount of $83,000.00.

EXPLANATION: The Parks Maintenance and Landscape Departments utilize a variety of fill materials to maintain park facilities.

On June 14, 2022, Council awarded ITB #202213 to Florida Superior Sand, Inc. to provide these services and materials. Florida Superior Sand, Inc. was the sole bidder.

The initial term of the contract was June 14, 2022 through June 13, 2024 with options for three (3) additional one-year renewals. This request is for the third and final annual renewal term through June 13, 2027.

The original bid document allows for price increases during the renewal process based on the most recent Consumer Price Index and/or written proof of a manufacturer's price increase. Florida Superior Sand, Inc. has submitted proposed price increases to the current pricing and has provided supporting documentation for such increase.

Description	Unit	Current Unit Price	Proposed Unit Price	Percent Increase
Compost 50/50	Ton	$66.50	$66.50	0%
Green Top-Dressing Sand	Ton	$52.00	$53.00	1.92%
Red Clay	Ton	$42.40	$45.00	6.13%
Sand	Ton	$33.50	$34.25	2.24%
Top Dressing Sand	Ton	$33.50	$34.25	2.24%
Top Dressing USGA	Ton	$33.50	$34.25	2.24%

Staff requests authorization to exercise the third and final renewal option through June 13, 2027 as shown above. It is anticipated the price increase will cost approximately $2,000 more annually.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are available in the Parks Maintenance and Landscape Departments

operating budgets.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to renew an existing contract with Florida Superior Sand, Inc. for the purchase and delivery of fill materials in the approximate amount of $83,000.00.

Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

March 12, 2026

Florida Superior Sand, Inc.
Marion Jefferson
6801 Lake Worth Rd. Suite 124
Greenacres, FL 33467
fss5901@aol.com
floridasuperior@aol.com

RE: ITB #202213

Greetings:

Florida Superior Sand, Inc. (AWARDEE) is an awardee for the Village of Wellington's ITB #202213, Purchase and Delivery of Fill Materials, Wellington contract #20220130. The contract is set to expire on June 13, 2026 and allows for three (3) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the third and final renewal option through June 13, 2027 under the same terms and conditions as stipulated on Page 12 of the referenced ITB which is conditioned upon subsequent approval by Wellington Council.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the AWARDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDEE acknowledges no such conflict.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding

nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannotbe lawfully used as a basis for service delivery.

Please indicate acceptance or rejection of the renewal and return to my attention by March 27, 2026.
If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	Marion Jefferson / Secretary/Treas	[signature]	3/12/2026
	Printed Name/Title	Signature	Date
Reject Renewal:	_____	_____	_____
	Printed Name/Title	Signature	Date

* Pending price increases per our Price Quote attached. *

Thank you,
Steven Koch
561-753-2534
skoch@wellingtonfl.gov

March 12, 2026

Village of Wellington
12300 Forest Hill Blvd
Wellington FL 33414

Attn: Seven Koch, Contract Specialist

RE: BID No: 202213

Dear Mr. Koch,

Since the renewal of our BID Agreement with the Village of Wellington executed on April 1, 2025, Florida Superior Sand, Inc., has experienced material cost increases.

Therefore, as a direct result of the adverse effect on our business operation, and pursuant to the applicable provisions of the bid document, we are requesting a price increase. Attached you will find the new prices for our material.

We greatly appreciate the long-standing business relationship which we have had with the Village of Wellington and look forward to continuing to serve the needs of the city under our Bid Agreement.

Very truly yours,

Florida Superior Sand

Marion A. Jefferson

Florida Superior Sand Inc.
P.O. Box 541896
Lake Worth, FL 33454-1896
Phone: 561-969-3112
Fax: 561-969-3114

Florida Superior Sand, Inc.
P.O. Box 541896
Lake Worth, FL 33454-1896
Telephone 1-800-741-8258
Fax (561) 969-3114

PRICE QUOTE

TO: Village of Wellington

FROM: Marion A. Jefferson

DATE: March 12, 2026

RE: BID No: 202213

Florida Superior Sand, Inc. does hereby propose to provide you with the following described material at the price set forth below:

Items		Unit	Unit Prices
1	Red Clay	TN	$45.00
2	Sand	TN	$34.25
3	Top Dressing USGA	TN	$34.25
4	Green Top Dressing Sand	TN	$53.00
5	Compost 50/50	TN	$66.50
6	Top Dressing Sand	TN	$34.25

NOTE: The material price and freight rate listed above are based on the current market price and cannot be relied upon as firm. In the event of a substantial increase in material, fuel, or hauling rates, the price will be subject to adjustment.

If you have any questions or require any additional information, please do not hesitate to contact me at 800-741-8258.

FLORIDA SUPERIOR SAND, INC.

Marion A. Jefferson

Payment Receipt from C.C. CALHOUN, INC.

From: Prisca (prisca@cccalhoun.com)

To: FSS5901@AOL.COM

Cc: FLORIDASUPERIOR@AOL.COM

Date: Wednesday, February 4, 2026 at 10:11 AM EST

Good morning,

Your Payment receipt - for 5,800.00 is attached.
Thank you for your business - we appreciate it very much.

We are updating our prices, effectice March 1, 2026. If you have not yet receive a copy, please contact our office.

Prisca Chan
Office Manager
C. C. Calhoun, Inc.
Phone: (863) 292-9511
Fax: (863) 292-9312
Hours: M-F: 8:00 to 4:00
Website: www.cccalhoun.com

C C Calhoun Inc.

Payment_Receipt_from_C.C._CALHOUN_INC._6976.pdf
42.4 kB

2026 PRICE LIST.pdf
152.4 kB

Palm Beach Aggregates, LLC

Dear Valued Customer,

We would like to take this opportunity to thank you for your continued business. We truly appreciate your loyalty and the ongoing partnership that contributes to our success.

At Palm Beach Aggregates, LLC, we remain dedicated to providing you with high-quality construction materials and exceptional service.

Please be advised that, effective January 1, 2026, we will be implementing the following price adjustments:

- **Aggregate Products:** $3.00 per ton
- **Screenings:** $1.50 per ton

If you have any questions or concerns, please do not hesitate to contact me.

We sincerely appreciate your business and remain committed to delivering the value and service you expect.

Respectfully,

Justo Navarro / Sales
Palm Beach Aggregates, LLC.

20125 State Road 80 – Loxahatchee Fla. 33470 Office (561) 765-6550 -- Mob. (561) 722-0862
jnavarro@palmbeachag.com

AmeriGas®

FLORIDA SUPERIOR SAND -
PALM CITY SAND MINE
PO BOX 54896
LAKE WORTH, FL 33454

2/23/2026

Dear Florida Superior Sand -,

On behalf of AmeriGas and the entire AmeriGas family of propane companies, thank you for trusting us as your propane supplier. Your current propane pricing agreement is due to expire on 3/15/2026. We value your business and are pleased to offer you a new pricing agreement at the competitive rate listed below. For your convenience, and to ensure uninterrupted propane service, your new propane pricing for all gallons delivered will become effective on 3/16/2026 unless we hear from you otherwise.

We are proud to offer reliable, safe and responsive propane service with 24-hour emergency service, online account management, and much more. Please contact your local AmeriGas office at (888) 553-3218 if you have any questions.

PRICE OF PROPANE

Terminal

Subject to Customer Agreement entered into between Customer and Company (the "Customer Agreement"), which include Company's standard Terms and Conditions for propane-related services and equipment rental (the "Terms and Conditions"), which are incorporated herein by reference, effective 3/16/2026 the price for propane will be the posted price for propane at SUPPLY ZONE - SE4 - DAILY as published in ZONE, DAILY, plus $0.748 per gallon and any applicable taxes, fees, rates and charges, identified in the Customer Agreement. This pricing will remain in effect from 3/16/2026 to 3/15/2027.

Thank you for trusting us with your propane needs.

Sincerely,

Your AmeriGas Service Team
3301 Oleander Ave., Ft. Pierce, FL 34982
(888) 553-3218

Customer Number: 203854665

Contract Number: 10099354

District Number: 7262

C.C. CALHOUN, INC. ....."DIGGING FLORIDA FOR OVER 50 YEARS"

January 2, 2026

To Our Valued Client:

CC Calhoun Inc. would like to extend our appreciation for your business throughout 2025. We remain committed to providing quality products and exceptional service to our customers.

In preparation for 2026, we find it necessary to implement a price increase on all our products. Like many of you, we have already experienced rising costs in manufacturing, maintenance, labor, and environmental compliance. We understand this price increase may impact on your business and hope that this advance notice will assist you in planning accordingly for this rate adjustment.

Effective March 1, 2026, we are implementing a price increase of 6%.

Please contact our office with any questions.

We look forward to our continued partnership with your business.

Sincerely,

CC Calhoun Inc.

MAILING ADDRESS: P.O. BOX 1877 ❖ DUNDEE, FL 33838
3750 W. LAKE HAMILTON DRIVE ❖ WINTER HAVEN, FL 33881
Phone: (863) 292-9511 ❖ FAX: (863) 292-9312

BID TABULATION
BID NO: 202213 2026
Purchase & Delivery of Fill Materials
2026 Renewal

			Florida Superior Sand, Inc.			
Items	**Description**	**Unit**	**Current Unit Price**	**Proposed Unit Price***	**Unit Price Increased By**	**Percent Increase**
1	RED CLAY	TN	$42.40	$ 45.00	$ 2.60	6.13%
2	SAND	TN	$33.50	$ 34.25	$ 0.75	2.24%
3	TOP DRESSING USGA (No Substitution)	TN	$33.50	$ 34.25	$ 0.75	2.24%
4	GREEN TOP DRESSING SAND	TN	$52.00	$ 53.00	$ 1.00	1.92%
5	COMPOST 50/50	TN	$66.50	$ 66.50	$ -	0.00%
6	TOP DRESSING SAND	TN	$33.50	$ 34.25	$ 0.75	2.24%

*Proposed unit prices are pending council approval.

Legislation Text

File #: 26-7710, **Version:** 1

ITEM: AUTHORIZATION TO AWARD A SOLE SOURCE CONTRACT TO THOR GUARD, INC. FOR THE PURCHASE, INSTALLATION, AND SERVICE OF A LIGHTNING PREDICTION AND WARNING SYSTEM

REQUEST: Authorization to award a sole source contract to Thor Guard, Inc. for the purchase, installation, and service of a lightning prediction and warning system, in the amount of $58,065.00.

EXPLANATION: The Public Works Department maintains lightning prediction and warning systems at Village facilities to ensure public safety during severe weather events. The existing systems at Greenbrier Park and Tiger Shark Park require upgrading due to outdated software that is no longer supported. In addition, the Public Works facility currently has no lightning prediction coverage and requires a system installation.

Thor Guard, Inc. is the sole manufacturer of Thor Guard Lightning, Severe Storm and Tornado Prediction and Warning Systems and is the only authorized vendor for these proprietary products, parts, and services in the State of Florida. No other vendor is authorized to manufacture, install, or service these systems.

The scope of work includes purchasing and installing a complete lightning prediction and warning system that provides both audible and visual alerts during severe weather. This system includes the main Thor Guard TG360 prediction unit, the software that operates and monitors the system, the speaker and horn components that broadcast warnings, and multiple strobe and alert units placed throughout the area to ensure visibility. It also includes supporting equipment such as solar panels, communication receivers, control boards, and a battery-backup power supply so the system continues operating during outages. All necessary hardware, installation materials, and pole-mounting components are included, allowing the Village to fully upgrade the existing systems at Greenbrier Park and Tiger Shark Park and extend coverage to the Public Works facility. The software package requires an annual license service.

Pursuant to the Village's Purchasing Manual, sole source purchases are exempt from competition. However, since expenditures exceed $50,000, council approval is required.

Staff recommends awarding a sole source contract to Thor Guard, Inc. to provide the lightning prediction and warning system at a cost of $58,065.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are budgeted in FY 2026 Building Maintenance/ Major Maintenance GL#10020400-546030.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to award a sole source contract with Thor Guard, Inc. for the purchase, installation, and service of a lightning prediction and warning system, in the amount of $58,065.00.

Thor Guard, Inc.
1193 Sawgrass Corporate Parkway
Sunrise, FL 33323
United States
954.835.0900

Village of Wellington Shop

"Lightning Prediction Systems Designed and Manufactured in America Since 1973"

2/26/2026

Proposed Equipment	Qty	Unit price	Total price
Thor Guard Model TG360	1	$17,700.00	$17,770.00
Lightning Prediction, Severe Storm & Warning System			
ThorPCX Software Suite	1	$1,500.00	$1,500.00
Voice of Thor Base Diver 12w	1	$5,700.00	$5,700.00
(32 bit processor, Communication Line, Horn Cluster)			
Strobe	4	$315.00	$1,260.00
VOTRC	3	$4,900.00	$14,700.00
Solar panels	3	$370.00	$1,110.00
Receiver	1	$1,100.00	$1,100.00
IO Board		$700.00	$700.00
UPS Unit 2 hr battery backup, Line condioner	1	$415.00	$415.00
Horn Credit	-2	-$840.00	-$1,680.00
EQUIPMENT & INSTALLATION			
Installation Estimate	1	$8,895.00	$8,895.00
Hardware Estimate (Concrete Pole Installation, hardware, Lift Rental)	1	$6,595.00	$6,595.00
Shipping Estimate (Corey will Pick Up Equipment)		$1,000.00	$0.00
Notes:		Subtotal	
Thor Guard Software Package is an annual license service that will be $1500/yr.			$58,065.00
		TOTAL	

Customer Info:	Marco Roselli	Thor Guard Info
	mroselli@wellingtonfl.gov	Corey LaTulippe
		clatulippe@thorguard.com

Customer Signature: _____

Date : _____

THOR GUARD, INC.

Integrated Lightning Prediction and Warning Systems

April 17, 2026

Ms. Mikerna Saintil
Procurement Agent
Village of Wellington
12300 Forest Hill Boulevard
Wellington FL, 33414

Via Email: msaintil@wellingtonfl.gov

Dear Ms. Saintil:

THOR GUARD, Inc. is the sole source manufacturer and marketing organization of THOR GUARD Lightning, Severe Storm and Tornado Prediction and Warning Systems. THOR GUARD, for over fifty years, is the only company in the world that manufactures a true lightning prediction system based on the local analysis of the shifting changes of the earth's electrostatic atmosphere.

THOR GUARD products are proudly American made. All aspects of our business, including the executive team, employees, engineers, research, development and manufacturing, are based in Sunrise, FL.

THOR GUARD products are based only on our exclusive proprietary technology. Our Patent and Trademark numbers are 4,095,221 and 2,390,039, respectively. THOR GUARD has not authorized any outside company or individual to manufacture our products or use our unique trade secret engineering or software systems. Only authorized sales, service and maintenance representatives of THOR GUARD have access to authentic, THOR GUARD products, as well as the service expertise to properly install and maintain our systems.

This sole-source letter provides you with the required information to distinguish THOR GUARD lightning prediction technology and associated products from all existing, after the strike, lightning detection systems.

Thank you for your continued support of THOR GUARD products and services. Please contact us if you have questions or require additional information.

Very Truly yours,

Jason Wolk

Chief Financial Officer

Legislation Text

File #: 26-7723, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE A CITY OF WEST PALM BEACH CONTRACT FOR A PERMIT AND INSPECTION FEE EVALUATION

REQUEST: Authorization to utilize a City of West Palm Beach contract with Raftelis Financial Consultants, Inc., as a basis for pricing, for permit and inspection fee evaluation for Building, Engineering, and Utility permits, in the amount of $70,000.

EXPLANATION: The Planning, Zoning, and Building Department is seeking authorization to utilize a City of West Palm Beach contract with Raftelis Financial Consultants, Inc., as a basis for pricing, to provide consulting services to assist the Village in the evaluation of permit and inspection fees for Building, Engineering, and Utility permits. Raftelis will assist the Village with the following:

1. Updating the cost allocation analysis and revenue sufficiency evaluation of the permit and inspection fees to comply with provisions of Sections 166.033, 166.222, 553.791, and 553.80, Florida Statutes.
2. The development of a cost recovery analysis and fee determination for the permit fees and miscellaneous/other inspection and service fees.

On February 3, 2026, the City of West Palm Beach approved RFP 24-25-217 MK/Contract No. 35352 for Utility Rate and Financial Consulting Services with Raftelis Financial Consultants, Inc., effective through February 2, 2029. The scope includes consulting services, which include but are not limited to budgeting and forecasting, utility ratemaking, management accounting, financing, rating agency and bonding assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services.

Staff recommends utilizing a City of West Palm Beach contract with Raftelis Financial Consultants, Inc., as a basis for pricing, for a Building Department fee evaluation, in the amount of $70,000.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are allocated in the Building Department Operating Budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to utilize a City of West Palm Beach contract with Raftelis Financial Consultants, Inc., as a basis for pricing, permit and inspection fee evaluation for Building, Engineering, and Utility permits, in the amount of $70,000.

RAFTELIS

April 15, 2026

Mr. Tim Stillings
Planning, Zoning, and Building Director
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

Subject: **Building Department Fee Evaluation**

Dear Mr. Stillings:

As requested by the Village of Wellington (the "Village"), Raftelis Financial Consultants, Inc. ("Raftelis") has prepared the following agreement to provide rate and financial consulting services (the "Proposal") on behalf of the Village. Specifically, we were requested to i) assist the Village in updating the cost allocation analysis and revenue sufficiency evaluation of the building permit fees (the "building permit fees") by the Planning, Zoning, and Building Department (the "Department") as it complies with provisions of Sections 166.222, 553.791, and 553.80, Florida Statutes; ii) the development of a cost recovery analysis and fee determination for the permit fees and miscellaneous / other inspection and service fees (the "permit fees"); and iii) the fees related to new construction activity for permits for the Engineering and Utility departments (collectively, the "Project"). With respect to the performance of the Project, Raftelis will rely on the Village staff and the Village's consultants as may be necessary to assist in the identification of activities and cost to provide services by the Village associated with the evaluation of costs to be recovered from the application of Building Department fees to new construction.

Based on our understanding of the Project, Raftelis proposes the following:

Terms and Conditions

This Proposal is prepared in accordance with the terms and conditions of the Utility Rate and Financial Consulting Services Agreement – Contract No. 24-25-217 MK dated February 3, 2026 between the City of West Palm Beach and Raftelis Financial Consultants, Inc. (the "Piggyback Agreement"), which is attached to this Proposal for reference as Attachment D. The terms and conditions, including any provision for future adjustments, as contained in the Piggyback Agreement included in Attachment D shall be in effect during the term of any agreement executed between the parties based on the provisions of this Proposal.

Project Team and Billing Rates

With respect to the performance of the Project, Mr. Joe Williams will serve as the project manager and the primary contact between the Village and Raftelis. Raftelis may utilize other employees or associates during the course of the Project as needed. Please see Attachment A for a summary of the personnel by title and billing rates for Raftelis staff that may be utilized during this engagement which is made part of this Proposal.

Scope of Services

The scope of services to be performed by Raftelis is included in Attachment B, which is made a part of this Proposal.

Compensation and Billing

Based on the scope of services as summarized in Attachment B, we propose to establish a lump sum contract budget to perform the Project on behalf of the Village in the amount of $70,000, which is summarized on Attachment C, which is made a part of this Proposal. This contract budget amount includes labor and other direct costs such as travel, telephone, delivery charges, and subconsulting expenses, if any. This cost estimate does not include any costs for the Project that may be attributable to the services to be provided by the Village's consulting engineers or any other consultants; it is not anticipated that any subconsultants will be required to assist Raftelis in the completion of the Project. To the extent that Raftelis determines that a portion of the Project would need to be performed by a subconsultant, Raftelis would notify the Village in writing for approval by the Village prior to the assignment of any Project responsibilities to such subconsultant by Raftelis.

To the extent that the utility consulting scope of services as summarized on Attachment B, including any additional services as may be requested by the Village, are performed by Raftelis but the total cost of such services, including the additional services, does not exceed the contract budget or cost recognized in this Agreement, no modification to the contract price to perform the additional services will be billed to the Village.

Project Schedule

Upon notification to proceed as provided to Raftelis by the Village, Raftelis plans to complete the Project and provide a draft letter report or discussion memorandum for consideration by the Village within one hundred fifty (150) days upon receipt of the notice to proceed. The completion of the analysis would be subject to the availability of information provided to Raftelis from the Village.

Disclosure

As a registered Municipal Advisor under the Dodd-Frank Act (the "Act"), Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist. Under the Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. The scope of services included in this Proposal does not include, to the best of our knowledge, providing "advice" as defined in the Act. By signing this engagement letter indicating its approval and acceptance of the proposed scope of work and fees, the Village is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services, if any, to be provided by Raftelis as part of this engagement.

If this Proposal is acceptable to the Village, please prepare the necessary contractual documents or agreement between our two parties that includes the terms of this proposal; the receipt of necessary contractual documents or a signed agreement will serve as our notice to proceed on the Project.

We appreciate the opportunity to assist the Village on this Project and to continue providing financial consulting services to the Village; we look forward to working with both the Village and you in the near future.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Joe Williams
Vice President

ATTACHMENT A

RAFTELIS FINANCIAL CONSULTANTS, INC.

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR RATES [1]

Project Team Title	Direct Labor Hourly Rates
Executive Vice President/Senior Principal	$410.00
Senior Vice President	$400.00
Vice President	$370.00
Senior Manager	$330.00
Manager	$290.00
Senior Consultant	$255.00
Consultant	$230.00
Associate	$190.00
Analyst	$160.00
Administration	$100.00

STANDARD COST RATES [1]

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Mileage Rate
Reproduction (Black and White) (In-House)	$0.05 per Page
Reproduction (Color) (In-House)	$0.25 per Page
Reproduction (Contracted)	Actual Cost
Technology Charge	$10.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs (Airfare, Car Rental, Parking, Taxi, etc.)	Actual Cost
Subconsulting Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[1] Direct labor rates and standard cost rates per the Piggyback Agreement.

ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

BUILDING DEPARTMENT FEE EVALUATION

SCOPE OF SERVICES

The scope of services to be performed by Raftelis shall include a review and update of the sufficiency of the building permit fees to fund the allocated cost of service and the determination of revised building permit fees to recover the cost of service (the "building fees"). In addition to the building fees, a review and update will be performed on the engineering fees and utility permitting process related fees. The following is a summary of the tasks to be performed that comprise the scope of services for each phase of the Project by specific phase.

Task 1 – Data Acquisition and Review: Raftelis will work with the Village to obtain financial information and reports and other data necessary to determine the allocated costs of providing building inspection and related services necessary for providing permitting and oversight services for new construction as provided by the Department (the "services"). Information to be requested from the Village and obtained during the staff interview process (serving as an update to information we may have received during the fee evaluations prepared during Fiscal Year 2023) may include, but not be limited to, the following:

A. General Fund and Building Department financial and budget information, including any previous cost allocation analyses and supporting work papers;

B. Detailed permit information, construction valuation costs for fee application, and other attributes associated with the derivation of revenues allocated to the Building Department, engineering fees, and utility permitting fees;

C. Statistical information regarding the development of cost allocation factors including, but not limited to, square feet of office space allocable to each department, percent of time spent by employees in building / inspection function, etc.;

D. Any debt or loan repayment expenditures associated with the financing of Village fixed assets (buildings, improvements, equipment, etc.); and

E. Other information deemed necessary by Raftelis and the Village.

Raftelis will prepare an information request to obtain certain data, documents, and analyses to be compiled by the Village.

Task 2 – Department Staff Interviews for Cost Identification: As part of the data acquisition process, Raftelis will interview the Village staff to identify cost allocation parameters. Raftelis will identify key personnel to discuss the cost of providing the permit, inspection services, and development fees, including the nature of the services provided and any other supporting costs associated with the provision of such service (e.g., vehicle expense, payroll benefits, materials and supplies, contract services, etc.). These interviews will occur with each department as necessary and

will yield data that will serve as the basis for determination of certain rate levels. Web meetings will be used for this effort.

Task 3 – Building Fee Cost Analysis: Based on the information compiled by the Village and the results of the staff interview process, Raftelis will prepare a detailed cost allocation process to determine the estimated cost of providing building permits and construction inspections. The analysis will include the identification of costs that should be recognized in the cost analysis, the development of cost allocation factors for the assignment of certain costs and estimates of the cost of providing service. For the purposes of this analysis, the budgeted costs identified by the Village for the Fiscal Year ending September 30, 2026 (will include year-to-date expenditures and estimates to complete the Fiscal Year) will serve as the Test Year for the cost analysis. Upon completion of the cost allocation analysis, Raftelis will present the results to Village staff in a working group meeting. The presentation will focus on the cost identification and allocation process and will serve as a review meeting. Raftelis will update the analysis based on the results of the working group meeting. Raftelis will prepare presentation materials and other supporting documentation, or correspondence as considered necessary to present the analysis to the Village staff. This cost allocation effort will support the design of the updated rates, which will separate out the inspection fees from the overall building permit fee to meet the anticipated new Statute requirements resulting from House Bill 803.

Task 4 – Building Fee Revenue Sufficiency Analysis: Raftelis will evaluate the relationship between the expenditures associated with the Building Permit and Inspection Services and the revenues anticipated to be received from permits for construction in order to determine the nexus between the services provided and revenues to address the provisions of Sections 166.222 and 553.80, Florida Statutes. Based on the cost allocation evaluation and as part of the determination of the carry-forward reserve, Raftelis will determine the estimated allocated costs for the building fees for the actual costs that would be deemed as the "operating budget" as reported by the Village in its financial records for the last four (4) years ended September 30, 2025 to determine the carry-forward reserves balance that can be considered as the carry-forward amount. This amount will be compared to the current cash balances and considered in the determination of the revenue requirements to be recovered from building / permit fees.

Task 5 – Design Proposed Building Fees: Based on the cost allocation analysis, Raftelis will identify a plan for fee levels over the next five years, with modification to the building permit fee structure that is currently in effect based on meeting the new requirements identified in House Bill 803, which is anticipated to be signed by the Governor. The rates for inspection activities will be separated from the building permit fees, to establish the appropriate cost recover and prevent overcollection of revenues for these services. Raftelis will work with the Village to reconcile revenues and expenses for a period not to exceed three years and identify any excess funds that should be addressed pursuant to requirements of Florida Statutes. As part of the evaluation, Raftelis will also prepare an analysis of the credit to be provided by the Village if an applicant utilizes their own private contractor to perform a plan review and inspection services in lieu of the Village providing these services based on the provisions of Section 553.791, Florida Statutes.

Task 6 – Engineering and Utility Fees: Raftelis will engage with staff of the engineering and utility departments throughout the engagement to develop updated fees for each department, in consideration of House Bill 803 requirements. The Village desires to move away from inspection fees related to project valuation in these departments as well. The fee calculation process will follow similar steps beginning with cost allocation and staff interviews, followed by fee design. Pending availability of historical data, a revenue forecast will be prepared for each department to review how the new fee structure would have performed based on historical permit activity.

Task 7 – Report Preparation and Presentation: Raftelis will prepare a letter report documenting the assumptions and considerations used in estimating the costs of providing the services associated with the building inspection and permitting process utilized by the Village. The report will discuss the assumptions relied upon in the cost allocation process, the allocation factors / basis used, and the results of the cost allocation analysis. Raftelis will prepare a presentation to present the study results and recommendations to the Village Council. Raftelis has assumed the attendance of one (1) meeting for this task.

Raftelis will assist the Village with the review of any ordinances or resolutions to reflect changes in fee structure or level based on the analysis conducted in the previous tasks; the ultimate preparation of the ordinance or resolution will be the responsibility of the Village and their legal team.

Meetings: For the purposes of this scope of services and the cost estimate included herein, Raftelis has assumed the attendance of two (2) on-site meetings. It was assumed that the on-site meetings, including preparation and travel allowances would have a duration of eight (8) hours and the virtual meetings would have a duration of two (2) hours per meeting. A summary of the meetings is summarized below:

1. One (1) on-site meeting to present the initial assumptions and results of the 2026 building permitting and planning analysis and forecast to Village;

2. One (1) on-site meeting to present the results of the 2026 building permitting and planning analysis and proposed fees to the Village Council; and

3. Two (2) virtual meetings to discuss the cost allocation assumptions, results and findings as part of the cost allocation and revenue forecast analysis for the building permit fees.

List of Deliverables

The deliverables to be provided in this engagement include the following items:

- Initial Data Request;
- Proposed Rates;
- Report Documenting Analysis and Findings; and
- 2026 Presentation Document to present fees to the Village Council.

Additional Services

During the course of the engagement, the Village may request additional services from Raftelis. Although no additional services are anticipated at this time, Raftelis will perform such services only as mutually agreed between the Village and Raftelis in writing. Examples of consulting services that would be considered as an additional service include, but are not limited to, the following activities:

1. Attendance of meetings in addition to what is contemplated in the scope of services referenced above. For the purposes of this Agreement, it is estimated that the cost of each additional meeting would include 8 hours per meeting with attendance of two Raftelis personnel plus travel time and materials associated with attendance of such meetings.

2. Performance of additional financial and rate analyses and/or modification to the rate analysis after substantial completion of the cost allocation process, and presentation to staff as a result of Village Council directives and/or changes in assumptions and data requirements as subsequently provided by the Village (e.g., due to changes in information or in assumptions initially relied upon in the cost allocation process).

3. Attendance of meetings with affected customers or third parties and the preparation of testimony as a result of any third-party action relative to the cost allocation process.

ATTACHMENT C

Village of Wellington, Florida

Preliminary Job Cost Estimate for Building Department Fee Evaluation

Line No.	Activity	Task Reference	Vice President	Consultant	Associate	Administration	Totals
1	**Project Billing Rates ($/Hr.) [*]**		$370.00	$230.00	$190.00	$100.00	
	Scope of Services						
2	Data Acquisition and Review	1	2	4	8	-	14
3	Department Staff Interviews for Cost Identification	2	8	8	8	-	24
4	Building Fee Cost Analysis	3	16	24	24	-	64
5	Building Fee Revenue Sufficiency Analysis	4	8	8	16	-	32
6	Design Proposed Building Fees	5	8	16	24	-	48
7	Engineering and Utility Fees	6	10	12	12	-	34
8	Report Preparation and Presentation	7	20	20	12	-	52
13	Project Management Allowance	All	4				4
14	Total Project Hours		76	92	104	-	272
15	Total Direct Labor Cost - All Tasks		$ 28,120	$ 21,160	$ 19,760	$ -	$ 69,040
16	Average Hourly Billing Rate						$253.82
	Allowance for Other Direct Costs						
17	Telephone Allowance						$ -
18	Brightline Train and Uber Expense	2					800
19	Miscellaneous Expense Allowance (Delivery, Reproduction, etc.)						160
20	Total Allowance for Other Direct Costs						$ 960
21	Total Estimated Project Cost						$ 70,000

[*] Reflects hourly rates and personnel assumed for the preparation of the cost estimate; with the exception of the project manager, the employees and billing rates may change based on actual employee participation in the Project.

MEMO

WEST PALM BEACH

Received
City of West Palm Beach
Mayor's Office

FEB 03 2026

401 Clematis Street
West Palm Beach FL 33401

To: **Keith A James, Mayor**
From: Lina F. Busby, Sr. Asst. City Attorney
Date: February 3, 2026
File No: **35325.001**
Dept. 971 Public Utilities
Re: **Raftelis Financial Consultant; Consulting Services; MP**

Transmitted herewith are contract documents for the Mayor's signature which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The Mayor is authorized to execute the document in accordance with:

- ☒ Procurement Code.
- ☐ Commission Approval. Resolution No.
- ☐ City Charter Sec. 3.01

If authorized by the Procurement Code, the procurement method is:

☐ Small Purchase	☐ Quotes	☐ Single Source
☒ Competitive Solicitation	☐ Cooperative	☐ Sole Source
☐ Emergency Procurement	☐ Piggyback	☐

Procurement No. RFP 24-25-217 Contract Purchasing Agmt. No. *(Master contracts only)*

Contract/Amendment----------

Contract Purchasing Agmt. No. *(Master contracts only)*

Contract Amount: $1,000,000.00 NOT TO EXCEED

Contract term: 3 Year ☐ Renewal available: 2-2 Year Contract Expires: February 2029

Applicable Program: ☐ Small Business 18% participation ☐ MWBE____%
☐ Living Wage ☐ Local Workforce

WO/WA/CO----------

WO/WA/CO/Amd Amount: $ Est. Completion Date:

Applicable Program: ☐ SB ____% for this WO/WA ☐ MWBE ____% for this WO/WA

To: **Office of the City Clerk**

Please: Attest to the execution by the Mayor (if required) and insert the date.

Please **retain one original** as a public record and **forward the other original with a copy of this memo** to:

Donna Shurr- Public Utilities

To: **Donna Shurr- Public Utilities**

Please forward the fully-signed original contract document to the vendor/contractor.

RECEIVED

FEB 06 2026

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

RG

1 – City original 2 – Department 3 – EEO Office

MEMO

WEST PALM BEACH
City Attorney

To: **Keith A James, Mayor**

From: Lina F. Busby, Sr. Asst. City Attorney

Date: February 3, 2026

File No: **35325.001**

Dept. 971 Public Utilities

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☐ Living Wage ☐ Local Workforce

WO/WA/CO----------

WO/WA/CO/Amd Amount: $ Est. Completion Date:

Applicable Program: ☐ SB ____% for this WO/WA ☐ MWBE ____% for this WO/WA

To: **Office of the City Clerk**

Please: Attest to the execution by the Mayor (if required) and insert the date.

Please **retain one original** as a public record and **forward the other original with a copy of this memo** to:

Donna Shurr- Public Utilities

To: **Donna Shurr- Public Utilities**

Please forward the fully-signed original contract document to the vendor/contractor.

RG

1 – City original 2 – Department 3 – EEO Office

WEST PALM BEACH

CONSULTING AGREEMENT

Utility Rate and Financial Consulting Services

WPB No. 35325.001

THIS AGREEMENT is made by and between: **CITY OF WEST PALM BEACH, FLORIDA**, a Florida municipal corporation, with a physical address of 401 Clematis Street, West Palm Beach, Florida and a mailing address of P.O. Box 3366, West Palm Beach, FL 33402-3366 ("City"), and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, 341 N. Maitland Avenue, Suite 300, Maitland, FL 32751, FEI/EIN No. 20-1054069, Tel. 407-628-2600, Email: tboveri@raftelis.com ("Consultant").

WHEREAS, the City issued Request for Proposals No. 24-25-217 MK (the "RFP") pursuant to state and local law to solicit proposals for utility rate and financial consulting services (the "Services"); and

WHEREAS, Consultant responded to the RFP by submitting its Proposal dated October 2, 2025 (the "Proposal"), and

WHEREAS, the City selected Consultant as the best qualified to perform the services; and

WHEREAS, the City desires to engage Consultant to provide such services to the City according to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of as such covenants and conditions, the City and Consultant do hereby agree as follows:

0 1. **IF MASTER CONTRACT WITH TASKS BY WORK AUTHORIZATION**:

1.1 **Services.** Consultant shall provide the water, wastewater and storm water utility rate and financial consulting services described in the Consultant's Proposal and the Scope of Services of RFP 24-25-21 attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Consultant may be requested to provide specific Services for various and different tasks or projects.

1.2 Work Authorizations. Services will be rendered in response to periodic written work authorizations issued by the City on an as-needed basis. For each task or assignment, the City shall request Consultant to develop for review by the City:

(i) a scope of services
(ii) an estimate of fees and costs base on the hourly rates established in this Agreement;
(iii) a task/deliverable schedule; and
(iv) a payment schedule based on deliverables, which may not be front-loaded

Upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule and payment schedule, a written work authorization for each task shall be executed by Consultant and City. Time shall be of the essence with respect to all matters set forth in this Agreement. City shall not be liable to pay for any Services provided without a properly executed work authorization.

The form of work authorization shall be acceptable to the Office of the City Attorney.

No specific assignment or work authorization nor minimum amount of services or compensation will be guaranteed under this Agreement. This is a non-exclusive award and the City may secure similar or identical services from other consultants. The award of a contract does not guarantee any firm that work will be assigned in any given year. There is no representation that the type or value of work will be evenly distributed.

1.3 **Fee**.

a) The Fee shall be the sole compensation paid to Consultant in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Consultant.

b) Hourly Rates. The hourly rates effective for each Work Authorization issued under this Agreement are attached as **Exhibit B**. Fees for work authorizations may be established with an upper limit or "not to exceed" amount or based upon a fixed (lump sum), and all such fees shall be based on the hourly rates attached in Exhibit B.

1.4 **Invoices**. Each work authorization shall be invoiced separately. Invoices must identify the PO number and the work authorization number and the WPB Number. Invoices for upper limit type work authorizations shall identify the work authorization number and show the actual hours worked, person performing Services, the Service performed and/or deliverable provided, hourly rate, and dates(s) of service. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

2. **TERM OF CONTRACT**.

a) This Agreement shall commence as of the date of full execution of this Agreement and work authorizations may be issued under this Agreement for Services to be completed prior to expiration of this Agreement. This Agreement shall expire three (3) years from the date of full execution, subject to the renewal and termination provisions of this Agreement.

b) The Agreement expiration date may be extended for up to two (2) additional years at the sole option of the City. Any term extension shall be evidenced by a formal written amendment to this Agreement, duly executed by both City and Consultant. No work authorization may extend beyond the expiration or termination of this Agreement.

3. **STANDARD OF CARE**. Consultant shall render the Services in a diligent, careful, thorough and professional manner consistent with good business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant may rely on all data and information provided by or on behalf of City to perform the Services.

4. **PAYMENT**.

4.1 **Invoices. Invoices must identify the PO number and WPB Number.**

Submit by email. Invoices shall be emailed to: **wpbap@wpb.org. (fastest processing)**

Alternatively, invoices may be mailed to: City of West Palm Beach Accounts Payable,
P.O. Box 3366
West Palm Beach, FL 33402-3366.

a) Invoices may be submitted no more frequently than monthly.

b) Invoices received from Consultant pursuant to this Agreement shall be reviewed and are subject to the prior approval of the City to determine if a complete invoice with all required information has been presented and if the Services have been rendered in conformity with this Agreement. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

c) If MWBE or Small Business participation in this Agreement, Consultant shall submit a Subcontractor Utilization reporting form with each invoice.

d) Consultant shall provide a W-9 to City with first invoice.

e) All services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year.

f) If Consultant fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings.

4.2 **Payment**.

a) Electronic Deposit. The City will make payment by electronic deposit (ACH) based on the directions provided to the City from Consultant.

b) Payment of Fees will be made upon approval of invoices, in accordance with any Payment Schedule, and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

c) No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Services.

4.3 **Taxes**. Consultant understands that in performing the Services for the City, Consultant is not exempt from paying sales tax to Consultant's suppliers for materials required for Consultant to perform under this Agreement. Consultant shall not be authorized to use the City's tax exemption number for purchasing supplies or materials.

4.4 **Availability of Funds**. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of Agreements with a term of more than one year, but any Agreement so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon twenty-four (24) hour notice to Consultant. The City shall be the sole and final authority as to the availability of funds.

5. EQUAL OPPORTUNITY COMPLIANCE. N/A

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONSULTANT

6.1 Authority. Consultant hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 Duly Licensed. Consultant represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 No Contingency. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission,

percentage, gift, or consideration.

7. **COMPLIANCE WITH LAWS**. In the conduct of the Services under this Agreement, Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations.

7.1 **Non-Discrimination**. In performing the Services under this Agreement, Consultant shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

7.2 **Convicted Vendor List**. Consultant represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes and certifies that Consultant and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal or execution of this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.3 **Discriminatory Vendor List**. In accordance with Fla. Stat. Sec. 287.134, Consultant represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.4 **Scrutinized Companies List**. Pursuant to Fla. Stat. Sec. 287.135, Consultant represents that Consultant is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Consultant further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.5 **Federal Labor / Employment Laws**. In accordance with Fla. Stat. Sec. 255.20, Consultant represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

7.6 **E-Verify**.

a) In compliance with Section 448.095, Fla. Stat., Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Consultant during the term of this Agreement. Consultant shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the Consultant during the term of this Agreement. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b) The City, Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Consultant acknowledges that upon termination of this Agreement by City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

c) Consultant or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractor to include these clauses in any lower tier subcontracts.

8. **INDEPENDENT CONTRACTOR**. Consultant acknowledges and agrees that Consultant is an independent Consultant of the City. Consultant more specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance; Consultant will be solely and exclusively responsible for payment of all its federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Consultant under this Agreement. Consultant shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Consultant's employees who provide Services under this Agreement. Consultant acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Consultant shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Consultant's duties under this Agreement. Consultant shall be responsible to the City for all work or services performed by Consultant or any person or firm engaged as a sub-consultant or subConsultant to perform work in fulfillment of this Agreement.

9. **RIGHT TO AUDIT**. Consultant shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Consultant's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Failure by Consultant to permit such audit shall be grounds for termination of this Agreement by the City. In addition to the foregoing, Consultant's consents to the City requesting from the insurance carriers confirmation of all fees paid to Consultant arising out or related to the City's insurance coverages during the term of this Agreement.

10. **PROPERTY RIGHTS**.

a) All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, in each case to the extent intended by Consultant as a deliverable, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services; provided that any use other than for the project described herein and any re-use, modification or alteration of the deliverables shall be at the City's sole risk. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material or work product developed under this Agreement. Any reuse of Consultant's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Consultant or its subcontractors. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Contractor of any of its intellectual property, know-how or trade secrets.

b) Deliverables. Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all such documents and materials prepared for the City in connection with this Agreement. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

11. **INSURANCE**.

11.1 Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, to provide coverage pursuant to this Agreement from claims set forth below which may arise out of or result from performance under this Agreement by Consultant, or by a subcontractor of Consultant, or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable.

11.2 Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

11.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Consultant's required insurance coverage, or any increase in the Consultant's self-insurance retention.

11.4 Certificates of Insurance. Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to City prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured Consultant, the specific Project or Agreement by name and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

11.5 **Additional Insured.** All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the "**City of West Palm Beach, its commissioners, officers and employees**" as Additional Insureds. No costs shall be paid by the City for an additional insured endorsement.

11.6 Required Coverage: Consultant shall maintain following liability coverage, in the limits specified:

Comprehensive General Liability: Not less than $1,000,000.00 Combined Single Limit per occurrence and $2,000,000 aggregate; may not be subject to a self-insured retention or deductible exceeding $25,000.

Automobile Liability: Not less than $1,000,000.00 Combined Single Limit per occurrence for bodily injury and property damage; may not be subject to a self-insured retention or deductible exceeding $10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."

Professional Liability or Errors and Omissions: Not less than $1,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the City. Self-insured retentions or deductibles should not exceed $50,000.00 for written agreements or contracts with the City with a value of less than $1,000,000.

12. **INDEMNITY**. Consultant agrees to indemnify, defend, save and hold harmless the City, its officers and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials or employees by reason of any damage to property or personal injury, including death, to the extent which damage, injury or death is caused by Consultant's negligent performance of the Services or to the extent caused by (a) any negligent act, omission, default or negligence of Consultant in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death is caused by Consultant's negligent execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Consultant. This indemnification includes, but is not limited to, the negligent performance of this Agreement by Consultant or any negligent act or omission of Consultant, its agents, servants, Consultants, patrons, guests or invitees in the performance of services. City reserves the right to reasonably approve legal counsel provided pursuant to this provision to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under this indemnification provision, to the extent of its indemnity obligation set forth above. To the extent considered necessary by the City, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification have been resolved,

and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

13. **TERMINATION**.

13.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to Consultant.

13.2 Either party shall have the right to terminate this Agreement for cause, after notice of default is provided to the defaulting party, in compliance with the notice requirements of this Agreement, and if such default is not cured after a reasonable opportunity to cure such default.

13.3 In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date, under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

13.4 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

14. **NOTICE**. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Consultant at the address on the first page of this Agreement, to the City, at the address on the first page of this Agreement, attention: City Administrator, with a copy to the City Attorney (which will not constitute notice), or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

15. **FORCE MAJEURE**. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, tropical storm, hurricanes, epidemic, acts of God, war, civil disturbances, terrorist acts, and industry supply chain delays, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by Consultant to City in writing within ten (10) business days after the start of the occurrence of such delay, and Consultant shall use best efforts to perform its obligations during such period of delay, and notify City of its abatement or cessation; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

16. **NO CONFLICTS**.

16.1 Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

16.2 Consultant represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

16.3 Consultant represents that it does not and will not employ, directly or indirectly, the mayor,

members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

16.4 Consultant represents that it does not employ, directly or indirectly, any official of the City. Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.

16.5 Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.

16.6 Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any interest shall be employed or engaged by it for said Services.

16.7 Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

16.8 Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

16.9 Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Consultant intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in its opinion and the Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Consultant under this Agreement.

16.10 In the event Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

17. **LOBBYING CERTIFICATION**. Consultant certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

19. **PUBLIC RECORDS LAW**. Consultant shall comply with Chapter 119, Florida Statutes, regarding public records. Consultant shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the agreement, Consultant shall transfer, at no cost, to the City all public records in possession of Consultant or Consultant shall keep and maintain all public records. If Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. If Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Consultant, except as authorized by law and specifically authorized by City. If Consultant does not transfer the records to the public agency upon completion of the Agreement, Consultant shall ensure that exempt and confidential records are not disclosed. Failure of the Consultant to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

19. **GOVERNING LAW**. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Consultant submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. **INSPECTOR GENERAL**. Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

21. **ASSIGNMENT.** This Agreement requires the personal skills and experience of Consultant and may not be assigned by Consultant. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. **SEVERABILITY**. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement (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 Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

23. **WAIVER.** Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

24. **HEADINGS.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

25. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP/RFQ and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP/RFQ; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

26. **DIGITAL SIGNATURE**. The delivery by email of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Provider and the City until the City signs this Agreement. A facsimile or electronic transmission of this Contract with a signature on behalf of a party will be legal and binding on such party.

27. **ENTIRE AGREEMENT; AMENDMENT**. This Agreement, including the RFP, the Proposal, and Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. In the event of a conflict between the Proposal and this Agreement, the Agreement shall control. This Agreement may only be modified by written amendment executed by the City and Consultant.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Consulting Agreement as of the day and year indicated below.

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____

Print Name: Thierry Boveri

Title: Senior Vice President

ATTEST:

By: _____
Shaquita Edwards, City Clerk

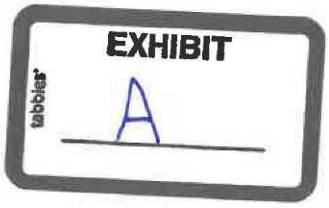
CITY OF WEST PALM BEACH

By: _____
Keith A. James, Mayor

Date: 2-6, 2026

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: _____



Utility Rate and Financial Consulting Services

RFP No. 24-25-217MK

INTENT

The City of West Palm Beach (the "City") and the City, as agent for the East Central Regional Wastewater Facilities Operation Board (the "ECR") is soliciting proposals from reliable, qualified and experienced proposers to provide water, wastewater and storm water utility rate and financial consulting services. The selected proposer (the "Firm") will be expected to provide services on an as needed basis by issuance of periodic work authorizations to provide assistance in budgeting and forecasting, rate making, management accounting assistance, financing activities assistance, financial analysis of systems, preparation of annual reports required by bond covenants, as well as other tasks as may be deemed necessary by the ECR/City.

It is important the ECR/City contract with reliable, qualified and experienced Firm. The ECR/City will check references to help determine the most desirable Firm. The ECR/City does not select a Firm on cost but will consider all factors. Cost must be calculated to accurately reflect the complete charges for each type of work.

SCOPE

The Firm will prepare proposals in support of the development of separate work authorizations to provide professional consulting services for tasks deemed necessary by the ECR/City as summarized in this section. The Firm must demonstrate the qualifications and experience providing consulting services for all tasks that may be requested by the ECR/City as described. The Firm shall provide consulting services which include but is not limited to budgeting and forecasting, utility ratemaking, management accounting, financing, rating agency and bonding assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services. Tasks may include, but not be limited to:

1. Review and redesign of the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, and fees in support of the Municipal Services as considered necessary based on cost of services and recovery principles as well as any bond covenants.
2. Compile statistics and prepare projections of the Enterprise Funds and other municipal programs in support of the tasks provided, including number of customers served or requiring the services provided by the ECR/City, usage and generation rates, service utilization statistics, and other information necessary to provide planning and rate evaluation services.
3. Project annual revenue requirements for the Enterprise Funds and Municipal Services for planning and rate evaluation services.
4. Design rates and fees for service from the Enterprise Funds and for the Municipal Services to fund the identified revenue requirements or needs of the programs being evaluated.
5. Review and design appropriate fees for other miscellaneous services as provided by the Enterprise Funds or in support of the Municipal Services as considered necessary.

6. Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of the type of service.
7. Review operations of the Enterprise Funds and of the Municipal Services to determine if additional services, charges and revenue enhancements are appropriate.
8. Perform financial sensitivity analysis on Enterprise Fund operations considering such factors as capital program implementation, regulatory changes, and other such issues that may cause a need to review financial operations.
9. Review the prevailing capital facilities (impact and development) fees and capital cost recovery programs considering the projected expansion and unused existing capacity in the facilities under consideration. Recommend new charges to recover the capital investment required to accommodate future changes and provide for future adjustments to the charges.
10. Advise (financial, not legal) the ECR/City in the development of Enterprise Funds and Municipal Services contracts, including but not limited to, rate ordinances and resolutions, wholesale and large user service agreements, solid waste disposal and collection service agreements, acquisition contracts, extension and development agreements, reuse or reclaimed water usage agreements, and inter-local agreements between the ECR/City and other public agencies. Services may involve drafting agreements, review of documents, negotiations among affected parties and performance of financial or economic analyses required for evaluation.
11. Prepare financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operational programs, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.
12. Advise (financial, not legal) the ECR/City in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, banks, and other lending agencies.
13. Travel may be required to attend project meetings.

Work Authorizations: For each assignment, a work authorization will be issued. The Firm will be requested to submit a proposal for each assignment which includes a detailed scope of work, staff assigned, job titles, and hourly rates.

Travel: All reimbursable expenses will be estimated at the time of negotiating each Work Authorization.

All requests for payment of eligible expenses and other charges for reimbursement under the terms of the Work Authorization shall include copies of paid receipts invoices or other documentation acceptable to the City.

TAB 6: FEE STRUCTURE

Fee Structure

Our billing philosophy and value commitment is centered on delivering exceptional service to the ECR/City through efficiency, responsiveness, and the quality of our work. Our deep institutional knowledge of the ECR/City—gained through years of experience—means we can work effectively with minimal ramp-up time. This has consistently allowed us to deliver under budget and limit billing to meaningful, productive work effort. While hourly rate comparisons can be misleading in isolation, we believe it's important to share how our pricing and delivery model ensures both transparency and value:

1. **Top-of-License Approach**
   We strategically assign work to the most appropriate team members based on their expertise. Senior consultants focus on high-level strategy and complex tasks, while more routine work is handled by team members with lower billing rates. This maximizes efficiency and reduces overall project costs.
2. **Value-Based Billing**
   We only bill for time that adds value. If our work is not substantively contributing to the quality of the final deliverable, we do not charge for it. This approach ensures alignment between our efforts and your expectations.
3. **Budget-Conscious Delivery**
   From the outset, we collaborate with you to align scope and budget. Throughout the engagement, we manage work proactively to stay within budget, adjusting as necessary while maintaining quality and focus.
4. **Responsive, Accessible Team**
   Our commitment extends beyond typical hours. You have direct access to our team throughout the project, with quick response times and a hands-on approach that our clients value highly.

We have successfully applied this model to other Florida counties and municipal engagements resulting in high levels of client satisfaction as evidenced by our ability to retain many of our clients over 20+ year horizons. Project team hours and expenses will be billed on the same invoice. Expenses related to travel will be billed at cost. Additional services outside the agreed-upon scope of work will be billed on a time and materials basis. Raftelis' billing rates can be found below. These rates will be in effect for calendar year 2025 and will then increase annually by 3% unless specified otherwise by contract.

POSITION	HOURLY BILLING RATE
Executive Vice President/Senior Principal	$410
Senior Vice President	$400
Vice President	$370
Senior Manager	$330
Manager	$290
Senior Consultant	$255
Consultant	$230
Associate	$190
Analyst	$160
Administration	$100
Technology Charge*	$10

**Technology/Communications Charge: This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/ computer webinars, photocopies, etc.*

***For services related to the preparation for and participation in deposition and trials/hearings, the standard billing rates listed above will be increased by an amount up to 50 percent.*

Legislation Text

File #: 26-7737, **Version:** 1

ITEM: WELLINGTON ATHLETICS DISCUSSION

REQUEST: Discussion regarding Wellington Athletics.

EXPLANATION: Discussion of the Wellington Athletics facility will include project and program status updates, and next steps. Mr. Bostic will be in attendance.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: None

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Discussion regarding Wellington Athletics.

Legislation Text

File #: 26-7726, **Version:** 1

ITEM: COUNCIL APPOINTMENT OF BOARD AND COMMITTEE MEMBERS

REQUEST: Council selection of new appointments to the Architectural Review Board, Construction Board of Adjustment and Appeals, Education Committee, Equestrian Preserve Committee, Parks & Recreation Advisory Board, Planning, Zoning & Adjustment Board, Public Safety Committee, Senior Advisory Committee and Tree Board.

EXPLANATION: The Village of Wellington Code of Ordinances, Chapter 2, "Administration", Article VI, "Boards and Committees", requires that appointments to the boards and committees shall be made at a Regular Council meeting within sixty (60) days of the certification of the results of a regular election of the Wellington Council. In addition, board and committee members serve a two-year term effective June 1 of even years and end on May 31 of subsequent even years; however, the members whose terms have expired shall continue to serve until their successors are appointed. For the 2026-2028 term, each Councilmember shall name one appointment to each board/committee and Council as a whole shall appoint two At-Large members to each board/committee.

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Council selection of new appointments to the Architectural Review Board, Construction Board of Adjustment and Appeals, Education Committee, Equestrian Preserve Committee, Parks & Recreation Advisory Board, Planning, Zoning & Adjustment Board, Public Safety Committee, Senior Advisory Committee and Tree Board.

Legislation Text

File #: 26-7572, **Version:** 1

ITEM: 1) RESOLUTION NO. R2026-20 (SPECIAL MAGISTRATE(S) SELECTION AND APPOINTMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPOINTING NEW SPECIAL MAGISTRATE(S) IN ACCORDANCE WITH SECTION 2-42 OF WELLINGTON'S CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

2) RESOLUTION NO. R2026-21 (SPECIAL MAGISTRATES REAPPOINTMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL REAPPOINTING SPECIAL MAGISTRATES IN ACCORDANCE WITH SECTION 2-42 OF WELLINGTON'S CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: 1) Approval of Resolution No. R2026-20 appointing one (1) or more Special Magistrate(s) to a two (2) year term ending in Fiscal Year 2028, and 2) Approval of Resolution No. R2026-21 reappointing two (2) Special Magistrates to a two (2) year term ending in Fiscal Year 2028.

EXPLANATION: Staff is seeking approval of:

1. Resolution No. R2026-20 appointing one (1) or more Special Magistrate(s) to a two (2) year term ending in Fiscal Year 2028.

   On March 12, 2026, Wellington released a Request for Letters of Interest #011-26/MM (LOI) for Special Magistrate services, seeking qualified candidates to provide such services to Wellington. On April 13, 2026, Wellington received two (2) submittals.

   Wellington presently has three (3) Special Magistrates to hear and decide Code Compliance cases pursuant to Section 2-42 and 22-40 of the Code of Ordinances, with staggered terms. One Special Magistrate firm named two (2) attorneys, with an additional attorney providing support, if needed.

   The two (2) submittals are presented to the Wellington Council for review and final selection.

Submittals
Richard S. Gendler, Esq
Rafael Suarez-Rivas, Esq

2. Resolution No. R2026-21 reappointing two Special Magistrate(s) to a two (2) year term ending in Fiscal Year 2028.

   On January 12, 2026, Council directed staff to reappoint Special Magistrates Michael Posner on a as needed basis and Hollie Hawn as Special Magistrate(s) to serve terms of two (2) years. This resolution will memorialize their reappointments.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: 1) Approval of Resolution No. R2026-20 appointing one (1) or more Special Magistrate(s) to a two (2) year term ending in Fiscal Year 2028, and 2) Approval of Resolution No. R2026-21 reappointing two (2) Special Magistrates to a two (2) year term ending in Fiscal Year 2028.

Maria Miserendino

From: rafael suarez rivas <rafaeleduardosuarezrivas@gmail.com>
Sent: Tuesday, March 17, 2026 9:20 PM
To: Maria Miserendino
Subject: Letter of Interest (LOL) for Village of Wellington Special Magistrate for Code Compliance Hearings
Attachments: We sent you safe versions of your files; RSR resume 2026 final.pdf

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This Message originated outside your organization.

March 17, 2026

Maria Miserendino
Procurement Agent | Village of Wellington
12300 Forest Hill Boulevard | Wellington FL 33414
561.791.4154| mmiserendino@wellingtonfl.gov

Dear Ms. Miserendino:

Good morning. Please accept this email as my Letter of Interest ("LOL") to serve the Village of Wellington as a Special Magistrate for Code Compliance Hearings. I have attached a copy of my resume for your information and records. I have served the Village before as one of your Magistrates and I found that undertaking to be very productive and hope that I served the Village faithfully, fairly, and efficiently. I have very occasionally served as a Special Magistrate for well over a dozen years. Among the matters I have presided over are Code Compliance , Bid Protest, and Red-Light Traffic Camera hearings. Additional references pertaining to my Magistrate Work would be Town of Golden Beach Assistant Town Manager Linda Epperson and City of North Miami Deputy City Attorney Jennifer Warren. If you have any questions, comments, or concerns please do not hesitate to write me and I will respond via email. I look forward to the prospect of again being of service to the Village of Wellington. Thank you for your consideration.

Respectfully,
Rafael Suarez-Rivas

RAFAEL E. SUAREZ-RIVAS, ESQ., BCS

(786) 368-6797
SUAREZRIVASR@BELLSOUTH.NET

EDUCATION

Nova Southeastern University Law Center, Juris Doctor, 1979
University of Miami, Bachelor of Arts, 1976

AREAS OF PROFESSIONAL EXPERTISE

Florida Bar Board Certified – City, County, and Local Government Law since 1996

Land Use/Real Estate Law and Litigation: Responsible for providing counsel services to various Planning, Zoning and Appeals and Historic Preservation Boards. Managed over one hundred quasi-judicial hearings, land use appeals, issued hundreds of memos on land use law. Have written, reviewed and/or revised Comprehensive Plan(s), Zoning Code, and Historic preservation Code Amendments, among various related duties.

Procurement Law and Litigation: Oversaw over ten (10) bid protests as a hearing officer and defended over fifteen (15) bid protests on behalf of various Procurement Departments. Have written, reviewed and/or revised more than 25 Procurement Code amendments, regulations, and have provided various opinions on different cases presented. Provided counsel to various Procurement /Purchasing Departments as their primary counsel. Met one-on-one with the Procurement Contracting Officers to discuss and review various Solicitations prior to issuance, as well as reviewing contracts before final execution. Reviewed contracts submitted by the opposing parties for legality. Issued opinions on said contracts.

General Municipal Law – Responsible for reviewing Public Works and Capital Improvement Contracts, provided opinions on cases, among various related duties. Prepared, revised and/or reviewed memos and legislation on Sunshine and Public Records Laws, Community Redevelopment Act, Code Enforcement, Ethics and Conflicts of Interest, Home Rule Powers, duties and powers of officials and officers, and various other topics.

LEGAL EXPERIENCE

City of Hialeah, Florida
City Attorney, City of Hialeah, 2023-2026

Miami Dade County, Florida
Intergovernmental Affairs Coordinator, Procurement Division, Miami-Dade County, 2022-2023.

City of Miami, Florida
Chief Policy and Legislative Advisor, Office of Miami City Commissioner Manolo Reyes, 2020-22.
Chief Assistant City Attorney, City Attorney's Office 2018-19.
Senior Assistant City Attorney, Division Chief, Land Use/Transactional Division, City City of Miami, City Attorney's Office, 2013-2018.
Assistant City Attorney, City of Miami City Attorney's Office, 1985-89, 2002-12.

City of Hollywood, Florida
Senior Assistant City Attorney, 1999-2002.

City of Boca Raton, Florida
Special Counsel, 1999.

Broward County, Florida
Assistant County Attorney, 1992-98.

Katz, Kutter, Haigler & Alderman, Ft. Laud., Florida
Associate Attorney, 1991-92.

City of Miramar, Florida
City Attorney, 1989-91.

City of Miami Beach, Florida
Assistant City Attorney, 1982-85.

Britton, Cohen, Kauffman, Benson, & Schantz, Florida
Associate Attorney, 1980-82.

CONCURRENT EMPLOYMENT

Special Magistrate/ Hearing Officer Assignments:
Town of Medley, Hearing Officer, 2020- 22.
Village of Wellington, Hearing Officer, 2013-21.
Village of Bal Harbour, Florida: Hearing Officer, 2012-16.
Town of Golden Beach, Florida: Hearing Officer, 2009 – Present.
City of Sunny Isles Beach, Florida: Hearing Officer, 2009 – 2022.
Town of Pembroke Park, Hearing Officer, 2021-22.
City of North Miami, Hearing Officer, 2013-14,2021-Present.(Alternate for evening hearings).
City of South Miami, Hearing Officer, 2020-22.
Broward County, Florida: Hearing Officer, 2003-07, 2017-2022.

ACTIVITIES & RECOGNITIONS

AV Rated, Competence and Ethics, *Martindale-Hubbell*
Florida Trend Legal Elite: Top Government Attorney, 2010
Cuban American Bar Association: Mentoring and Judicial Committees, 2005-08
Lorman Educational Systems: Lecturer in areas of Procurement, Public Records and Sunshine Law, 2001-07, 2013-14
Florida Bar Journal Editorial Board: Deborah M. Smoot Memorial Editor's Award, 1998
The Public Lawyer: Board of Editors, 1994-95
Panelist on Procurement Law, Florida Municipal Attorney's Association 41st Annual Conference on Local Government Law, 2023

Florida International University, Florida: Adjunct Professor, 1994-97.
The Florida Bar: City, County, and Local Government Law Section Executive Council, 1992-94; City, County, and Local Government Law Certification Committee ,1999-2003. 2013-14.
Dade County Bar Association: Editor in Chief, *Court Handbook for Dade County Lawyers*, 1990
Florida Bar Journal: Editorial Board Member, 1989-2002, 2005-08
Dade County Bar Bulletin: Co-Editor, 1987-88
Stetson Law Review Local Government Law Symposium, Editorial Board Member ,1987-1993
Co-Author, *The Bert J. Harris, Jr., Private Property Rights Protection Act: An Overview, Florida Bar Journal, 2015*
Co-Author*, Bid Protests Under the Administrative Procedure Act, Florida Bar Journal, 2018*
Co-Author, The Foreclosure of Local Special Assessment Liens, Florida Bar Journal, 2021

PROFESSIONAL ASSOCIATION

Florida Bar Association

REFERENCES

Alejandro Vilarello, Esq., Miami Lakes, Florida, former City of Hialeah and City of Miami City Attorney
Iris V. Escarra, Esq., Greenberg Traurig, Miami, Florida
Glenn Marcos, Chief Procurement Officer, City of Ft. Lauderdale, FL.
Victoria Méndez, Esq., Shutts and Bowen, Miami, FL., former City of Miami City Attorney
Esteban Bovo, former Mayor of Hialeah, FL, c/o Steve@corcoranpartners.com

WRITING SAMPLES

Available upon request.

MEMBER PROFILE

Rafael Suarez-Rivas

Member in Good Standing | Eligible to Practice Law in Florida



Bar Number:	293881
Mail Address:	Rafael Suarez-Rivas 4766 Alton Rd Miami Beach, FL 33140-2809 Office: **786-368-6797** Cell: **786-368-6797** - No Text Messages
Email:	**rsuarezrivas@hialeahfl.gov**
Personal Bar URL:	https://www.floridabar.org/mybarprofile/293881
vCard:	
County:	Miami-Dade
Circuit:	11
Admitted:	04/04/1980
10-Year Discipline History:	None
Law School:	Nova Southeastern University - Shepard Broad College of Law

Board Certifications:

Area	Year
City, County and Local Government Law	1996

Sections:	City, County & Local Govt Law
Firm:	Rafael Suarez-Rivas
Firm Size:	1
Firm Position:	Government attorney

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Richard "Rick" Gendler, Esq.
Attorney at Law
11235 NW 18 Court
Plantation, Florida 33323
Rgendler@gendlerlawyers.com
(305) 522-6225

March 16, 2026

Maria Miserendino
Procurement Agent
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414

Re: Letter of Interest
Special Magistrate
LOI No. 011-26/MM

Dear Ms. Miserendino:

Please accept this Letter of Interest for appointment as a Special Magistrate for the Village of Wellington pursuant to LOI No. 011-26/MM.

I have been a member of the Florida Bar since 1997 and have nearly three decades of legal experience, including extensive experience presiding over municipal code enforcement hearings. I currently serve as a Special Magistrate for multiple South Florida jurisdictions, including Palm Beach County, the City of Miami, the Town of Surfside, the City of Hollywood, and the City of Dania Beach. In these roles, I regularly conduct hearings, administer oaths, evaluate evidence and testimony, and issue written findings and orders in accordance with Chapter 162, Florida Statutes and applicable municipal ordinances.

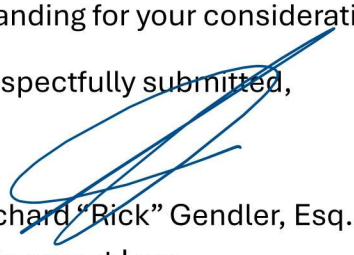
In addition to my service as a Special Magistrate, I serve as an arbitrator with several dispute resolution organizations, including the Financial Industry Regulatory Authority (FINRA), National Arbitration and Mediation (NAM), and DeMars & Associates. I also serve as an arbitrator in the Florida Bar Fee Arbitration Program and as a member of a Florida Bar Grievance Committee. These roles involve presiding over hearings, evaluating evidence and testimony, and issuing decisions in quasi-judicial proceedings, experience that closely parallels the duties of a Special Magistrate.

I also serve as Senior Instructor and Business Law Coordinator at Florida Atlantic University, where I teach courses in business law and ethics. This academic role further reinforces my commitment to fairness, due process, and the careful application of the law in administrative proceedings.

I previously submitted an application in response to the Village's prior Special Magistrate solicitation and remain very interested in serving the Village in this capacity. I would welcome the opportunity to assist the Village in the fair and efficient administration of its Code Compliance process.

Attached please find my resume, proposed hourly rate, and Florida Bar Certificate of Good Standing for your consideration. Thank you for your time and consideration.

Respectfully submitted,



Richard "Rick" Gendler, Esq.
Attorney at Law

RICHARD S. GENDLER, MTX, J.D., LL.M., J.S.D.

Special Magistrate | Arbitrator | Quasi Judicial Officer

(305) 522-6225 | Rgendler@Miami-law.com

Summary

Florida licensed attorney in good standing with nearly thirty years of legal experience and extensive service as a Special Magistrate for five South Florida jurisdictions, including Miami, Hollywood, Surfside, Dania Beach, and Palm Beach County. Experienced in conducting quasi-judicial hearings pursuant to Chapter 162, Florida Statutes, administering oaths, evaluating sworn testimony and documentary evidence, and issuing written findings of fact and conclusions of law. Recognized for impartiality, procedural fairness, and efficient docket management.

Special Magistrate Appointments

City of Miami – Special Magistrate (May 2025 – Present)

- Preside over code enforcement hearings pursuant to Chapter 162 and City ordinances.
- Impose fines, liens, and other remedies to enforce compliance.

City of Hollywood – Special Magistrate (2024 – Present)

- Conduct hearings on violations of building, zoning, and public safety codes.
- Impose penalties and enforce compliance through legal remedies.

Town of Surfside – Special Magistrate (2022 – Present)

- Hear code and zoning violation cases.
- Administer oaths, issue findings of fact, and levy enforceable sanctions.

City of Dania Beach – Special Magistrate (2026 – Present)

- Preside over code enforcement hearings pursuant to Chapter 162, Florida Statutes.
- Conduct evidentiary hearings and issue written orders.
- Impose fines and compliance deadlines as authorized by law.

Palm Beach County – Special Magistrate (2018 – Present)

- Conduct quasi judicial hearings enforcing county codes and ordinances.
- Issue binding orders, levy fines, and lien property for unresolved violations.

Arbitration and Neutral Service

• FINRA Arbitrator (2020 – Present)
• NAM Arbitrator (2024 – Present)
• National Center for Dispute Settlement Arbitrator (2021 – Present)
• Florida Bar Fee Arbitrator (2025 – Present)
• DeMars & Associates Arbitrator (2022 – Present)

Conduct evidentiary hearings, evaluate testimony and documentary evidence, and issue written arbitration awards.

Academic and Legal Experience

Florida Atlantic University – Senior Instructor, Business Law (2014 – Present)

Richard Gendler, LLC - Nearly thirty years of legal practice in administrative, regulatory, and litigation matters.

Education

- J.D., University of Miami School of Law
- J.S.D., Thomas Jefferson School of Law
- LL.M., Florida State University College of Law
- MTX, Florida Atlantic University
- B.A., University of Hartford

Bar Admission & Licensure

- Florida Bar (In Good Standing Since Admission)
- U.S. District Court (Southern and Middle Districts of Florida)
- U.S. Bankruptcy Court (Southern District of Florida)
- U.S. Tax Court
- U.S. Court of Appeals (Eleventh Circuit)

MEMBER PROFILE

Richard Steven Gendler

Member in Good Standing | Eligible to Practice Law in Florida



Bar Number:	103675
Mail Address:	Gendler & Gendler, PLLC PO Box 450135 Fort Lauderdale, FL 33345-0135 Office: **954-728-4569** Cell: **305-522-6225** - No Text Messages
Email:	**rgendler@gendlerlawyers.com**
Personal Bar URL:	https://www.floridabar.org/mybarprofile/103675
vCard:	
County:	Broward
Circuit:	17
Admitted:	03/19/1997
10-Year Discipline History:	None
Law School:	University of Miami School of Law, 1992

Advanced Degrees:

Area	Degree
Business Law	Florida State University, College of Law, LL.M.
International Taxation and Financial Services	Thomas Jefferson School of Law, J.S.D.
International Taxation and Financial Services	Thomas Jefferson School of Law, LL.M.

Committees:

Committee	Office	Term
17th Judicial Circuit Grievance Comm "D"(GR)		07/31/2028

Practice Areas:	Bankruptcy Debtor and Creditor Estate Planning Tax
Languages:	Spanish
Federal Courts:	Florida Southern District Bankruptcy Court U.S. Court of Appeals for the Eleventh Circuit U.S. Tax Court U.S. District Court, Southern District of Florida
Firm:	Gendler & Gendler, PLLC
Firm Size:	2-5
Firm Position:	Private Law Practice
Firm Website:	**https://gendlerlawyers.com/**

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COMPLIANCE CHECKLIST			
VILLAGE OF WELLINGTON, FLORIDA			
SOLICITATION: REQUEST FOR LETTERS OF INTEREST (LOI) SPECIAL MAGISTRATE #011-26/MM			
RELEASE DATE: 3/12/2026 - SUBMITTAL DEADLINE: 4/13/2026 - 5:00 PM LOCAL TIME			
Item	**Manditory Criteria**	**Richard S. Gendler, Esq.**	**Rafael Suarez-Rivas, Esq.**
1	The candidate has been admitted to the Florida Bar for a minimum period of five (5) years and is a member in good standing.	Yes	Yes
2	The candidate is willing to serve on a specific rotational schedule.	Yes	Yes
3	The candidate is willing to accept a specific level of compensation.	Yes	Yes
	Result/Status:	**Compliant**	**Compliant**

RESOLUTION NO. R2026-20

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPOINTING NEW SPECIAL MAGISTRATE(S) IN ACCORDANCE WITH SECTION 2-42 OF WELLINGTON'S CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wellington Council may appoint Special Magistrates to hear and decide cases involving code violations pursuant to Chapter 2 of Wellington's Code of Ordinances and Chapter 162 of the Florida Statutes; and

WHEREAS, section 2-42 of the Code of Ordinances permits the Wellington Council to appoint one (1) or more persons as Special Magistrate for an initial two (2)-year term pursuant to the selection process enumerated therein, and outlines procedures for reappointment, compensation, suspension, and removal; and

WHEREAS, Wellington presently has three (3) Special Magistrates serving staggered terms and the Wellington Council believes it is in the best interest of the Village of Wellington to appoint one (1) or more additional Special Magistrates; and

WHEREAS, Wellington staff initiated the selection process enumerated in section 2-42 of the Code and received two (2) applications for Special Magistrate; and

WHEREAS, staff submits the applications for the Council's consideration and recommends the appointment of one (1) or more Special Magistrates, to serve a two (2)-year term from May 2026 to May 2028 at the hourly compensation rate of $200.00.

NOW THEREFORE BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL THAT:

SECTION 1. The above recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby appoints _____ as Special Magistrate(s) to serve a term of two (2) years from May, 2026 through May, 2028 at the hourly compensation rate of $200.00.

[This section intentionally left blank]

SECTION 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of May, 2026.

ATTEST: **WELLINGTON**

BY: _____ BY: _____
Chevelle D. Hall Village Clerk Michael J. Napoleone, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Laurie Cohen, Village Attorney

RESOLUTION NO. R2026-21

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPOINTING NEW SPECIAL MAGISTRATE(S) IN ACCORDANCE WITH SECTION 2-42 OF WELLINGTON'S CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wellington Council may appoint Special Magistrates to hear and decide cases involving code violations pursuant to Chapter 2 of Wellington's Code of Ordinances and Chapter 162 of the Florida Statutes; and

WHEREAS, section 2-42 of the Code of Ordinances permits the Wellington Council to appoint one (1) or more persons as Special Magistrate for an initial two (2)-year term pursuant to the selection process enumerated therein, and outlines procedures for reappointment, compensation, suspension, and removal; and

WHEREAS, Wellington presently has three (3) Special Magistrates serving staggered terms, and the Wellington Council believes it is in the best interest of the Village of Wellington to reappoint two (2) of the Special Magistrates; and

WHEREAS, staff recommends the reappointment of two (2) Special Magistrates, to serve two (2)-year terms at the hourly compensation rate of $200.00.

NOW THEREFORE BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL THAT:

SECTION 1. The above recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby reappoints Special Magistrates Michael Posner on an as-needed basis, and Hollie Hawn, as Special Magistrate(s) to serve terms of two (2) years from June 2026 through June 2028 and September 2026 through September 2028, respectively, at the hourly compensation rate of $200.00.

[This section intentionally left blank.]

SECTION 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of May, 2026.

ATTEST: **WELLINGTON**

BY: _____ BY: _____
Chevelle D. Hall Village Clerk Michael J. Napoleone, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Laurie Cohen, Village Attorney

Docusign Envelope ID: 5924841D-AF8C-40D2-9342-446AEF56CE40

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

03/31/2026 | 4:30 PM EDT

Jonathan Reinsvold, P.E., Village Engineer
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414
Email to: jreinsvold@wellingtonfl.gov

RE.: Bid Concurrence for G3B90 FM# 449006-1-58-01, C-8 Canal from C.R.-892/Forest Hill Boulevard to Stribling Way

Dear Mr. Reinsvold:

The Department is in receipt of the Local Agency's (LA) recommendation to award the above referenced project. The bid tabulation documents award to the lowest responsive, responsible bidder. The LA was responsible for the pre-qualification criteria used for the prospective bidders, with the understanding that the evaluation was based on the contractor's ability to perform the work, experience, personnel, equipment, financial resources, and performance record.

Based on the information provided, FDOT concurs with the LA selection of **All County Paving** with a total base bid amount of $451,249.40**.** The low bidder is not suspended or debarred as confirmed with the System of Award Management (https://www.sam.gov/).

The following items are considered non-eligible for payment:

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL AMOUNT
D1	Asbuilts	1	LS	$5,800.00
D3	Material Testing Allowance	1	LS	$20,000.00
D5	Bonds	1	LS	$3,121.00
D6	Insurance	1	LS	$2,500.00
D7	Owner Controlled Contingency (20% of Hard Construction Cost, Sections A,B,C)	20%	LS	$64,221.40
			Total	**$95,642.40**

Only eligible items can be reimbursed up to the amount programmed of **$355,607.00** for construction. A Supplemental Agreement (SA) will be sent to the LA to reconcile project funds to match the project bid tab. Be advised, negotiations with the contractor are not permitted during the award or execution period of the contracting process. Any changes to the contract bid items or quantities must be requested in writing and approved by the Department.

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Please provide the Department a copy of the contract between the Local Agency and the Contractor for final review prior to execution. The Local Agency must create the construction contract screens and upload the executed construction contract in GAP prior to scheduling a pre-construction meeting. All Change Orders must be approved by the Department prior to execution.

Please feel free to contact me should you have any questions. I can be reached at 954-777-4585 or via email to helen.james@dot.state.fl.us.

Sincerely,

Signed by:
Helen James
4A57384433DD4B2...

Helen James, P.E.
Program Administration Engineer
Program Management Office - District Four

HJ:ms

cc:
Kyle Burg – Village of Wellington
D4 Work Program – FDOT Program Management
Hyacinth Williams- FDOT District Construction (CEI)
Leonard Smith– FDOT District Construction
Sharon SingHagayan- FDOT District Construction (Compliance)
Ronald Arcalas – FDOT Materials Lab
Pete McRae – FDOT Palm Beach Operations Center
Mya Gray- FDOT Local Program Administrator
File