



ADVERTISEMENT/INVITATION TO BID

The Wellington Council is accepting sealed bids for ITB 033-14/DZ - Public Works Annual Canal Bank and Land Clearing Contract.

All Bids must be received, one (1) original and one (1) PDF Copy (CD or flash drive) at the address below in the Clerk's Office, no later than **November 19, 2014 at 2:00pm Local Time**, at which time all Bids will be publicly opened and read. Receipt of a response by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be downloaded online at www.demandstar.com or www.wellingtonfl.gov starting on October 27, 2014.

No bid may be withdrawn for a period of 120 days after the posting of the recommended award or as otherwise provided in Instructions to Bidders.

All Bids shall be sealed when submitted and be delivered or mailed to:

**Wellington
Clerk's Office
12300 Forest Hill Boulevard
Wellington, FL 33414**

ENVELOPE MUST BE IDENTIFIED AS SEALED BID #033-14/DZ

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding this solicitation shall be directed to the Wellington Purchasing Division: **Attn: Danielle Zembrzski, 12300 Forest Hill Boulevard, Wellington, Florida 33414: Ph 561-791-4107 or email: dzembrzski@wellingtonfl.gov.**

Palm Beach Post Advertisement:
October 26, 2014

BID ACKNOWLEDGEMENT COVER PAGE

SUBMIT BIDS TO: Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414		REFER ALL INQUIRIES TO PRIMARY CONTACT: Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Ph:(561) 791-4107 Fax: (561) 904-5817	Wellington INVITATION TO BID
BID TITLE: Public Works Annual Canal Bank and Land Clearing Contract		BID NO: 033-14/DZ	

NAME OF FIRM, ENTITY, or ORGANIZATION: A & E Land Clearing, Inc.				
NAME OF CONTACT PERSON: Eric / Amanda Goss	VENDOR MAILING ADDRESS: 7040 Seminole Pratt Whitney Rd 2S-157	CITY: LOX	ZIP: FI	STATE: 33470
TITLE: Pres / Vice Pres.	VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT): 17270 69th St No	CITY: LOX	ZIP: FI	STATE: 33470
PHONE NUMBER: 561-784-8525		FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 65-1045839		
EMAIL ADDRESS: aelandclearing@aol.com		STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE):		
FAX NUMBER: 561-784-1417				
ORGANIZATIONAL STRUCTURE (Please Check One): Corporation ☒ Partnership ☐ PROPRIETORSHIP ☐ Joint Venture ☐ Other ☐				
If Corporation, please provide the following: (A) <u>Palm Beach</u> Date of Incorporation: <u>Aug 2000</u> (B) State or <u>FI</u> Country of Incorporation: _____				
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.				
Amanda M Goss / Amanda M Goss / Vice President				
AUTHORIZED SIGNATURE (MANUAL)		AUTHORIZED SIGNATURE (PRINT OR TYPED)		TITLE (PRINT OR TYPED)

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INSTRUCTIONS TO BIDDERS

INTENT: The Village of Wellington is seeking qualified contractors for land clearing services throughout the Village. The majority of the work will take place on the canal bank right of ways and/or easements and require the use of a barge or barges due to limited access and to minimize the impact to adjacent home sites. The Village's Public Works Department estimates the "Canal Bank Reclamation Project" to continue over the next 3 - 4 years with expected expenditures of \$250,000 to \$300,000. The term of the contract shall be for three (3) years from date of award, and by mutual agreement between the Village and the awardee(s), be renewable for two additional one year periods. In order to meet the needs of various departments and the best interest of the Village of Wellingtons, awards shall be made to responsive, responsible bidders to create a pool of qualified vendors.

ARTICLE 1. DEFINED TERMS.

- 1.1 The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.2 Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

ARTICLE 2. COPIES OF BIDDING DOCUMENTS.

Bidder shall submit one original and one PDF (CD) copy of the following bid to be considered.

- 2.1 Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Wellington Purchasing Division or downloaded from www.DemandStar.com.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 2.4 AutoCad files and/or raw data will not be provided for use in preparing Bids.

ARTICLE 3. QUALIFICATIONS OF BIDDERS.

3.1 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below:

- A. Must have at least 5 years of land clearing & disposal experience.
- B. Must be able to provide a list of projects completed in the 5 years.
- C. Must submit a bid prices on a minimum of 75% of the line items on the Schedule of Values.
- D. The Owner reserves the right to request a Bidder under consideration for award to furnish a confidential certified financial statement, current within the past quarter, which must be a complete report of the financial resources and liabilities or as otherwise requested by the Owner. Regardless of the foregoing, such information will be subject to F.S. 119.01, *et seq.*

3.2 Competency Requirements. Bids will be considered only from firms which are regularly engaged in the business of providing the contracting services as described in this Invitation to Bid and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; have sufficient financial support, sufficient personnel, equipment and organization to insure that they can satisfactorily perform the construction of the project if awarded a Contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Owner. Pre-award inspection of the Bidder's facility may be made prior to award of Contract.

ARTICLE 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

- 4.1 ~~800.5~~ Surface and Physical Conditions

- A. Reports and drawings, if any, will be attached to the Contract Documents. Such reports and drawings may include:
 - (1) Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - (2) Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Unless otherwise set forth in the Supplementary Conditions, there is no "technical data" in any of the reports and drawings that may be relied upon by the Contractor. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.2 Underground Facilities

Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner or others.

4.3 Hazardous Environmental

- A. Reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site, if any, will be attached to the Contract Documents.
- B. Copies of reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Unless otherwise set forth in the Supplementary Conditions, there is no "technical data" in any of the reports and drawings that may be relied upon by the Contractor. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.4 Costs for such documents will be based on current rates for reproduction and will not be eligible for any refund.

4.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the site which was not shown or indicated in the Drawings or Specifications or identified in the Bidding Documents to be within the scope of the Work.

4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such activities. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.7 It is the responsibility of each Bidder before submitting a Bid, to:

- A. Examine and carefully study the Bidding Documents thoroughly and other related data identified in the Bidding Documents;
- B. Visit the site to become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state and local Laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the Work;
- D. Carefully study all identified reports, tests and drawings related to surface, subsurface and physical conditions and Hazardous Environmental Conditions, if any;
- E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the site; the Bidding Documents; and the identified Site-related reports and drawings, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents;

- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others, if any, at the Site that relates to the Work;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5. PREBID MEETING

5.1 A prebid meeting will not be held for this bid.

ARTICLE 6. SITE AND OTHER AREAS.

6.1 Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7. INTERPRETATIONS AND ADDENDA.

7.1 All questions about the meaning or intent of the Contract Documents are to be directed, in writing, to the Owner attention to the Purchasing Department as provided in the advertisement/Invitation to Bid (unless another issuing office is designated in the advertisement/Invitation to Bid). Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by issuing office as having received the Bidding Documents. Questions received less than 10 days prior to the date set for the opening of bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Submission of a Bid constitutes acknowledgment by the Bidder of the receipt of Addenda. All Addenda are a part of the Bid documents and each Bidder will be bound by such Addenda, whether or not received by him. It is the responsibility of each Bidder to verify that he has received all Addenda issued before Bids are opened.

7.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or the Engineer.

ARTICLE 8. BID SECURITY.

8.1 A bid surety will not be required for this bid.

ARTICLE 9. CONTRACT TIME AND TERM.

9.1 A Notice to Proceed will be issued and will include the project start date, substantial completion date and final completion date. Any project not completed by the agreed dates shall be subject to liquidated damages. Contractor shall advise the Village of adverse weather conditions (rain days) with 48 hours that affect work schedule and adjustments shall be made, if warranted.

9.2 The term of the contract shall be for three (3) years from date of award, and by mutual agreement between the Village and the awardee(s), be renewable for two additional one year periods. The Village reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of five (5) years renewals.

9.3 Annual renewals will be based upon mutual agreement between the Village and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from the Village, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of

the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

ARTICLE 10. LIQUIDATED DAMAGES.

10.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11. MATERIALS; SUBSTITUTE OR "EQUIVALENT".

11.1 All materials supplied by the Contractor under the provisions of this Bid shall be new materials of the kind and character called for in the plans and Specifications. Defective equipment or material damages in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the Owner. All materials and equipment to be furnished under this Bid shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

11.2 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, written application for such acceptance must be received by Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

12.1 If the Bid Form or Specifications require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening (or seven days after request by Owner) submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each Subcontractor, Supplier, person or organization if requested by Owner. Subcontractors shall be required to meet the Competency of Bidder and References requirements set forth in the General Information section of the Contract Documents. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, either may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

12.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and the Engineer subject to revocation of such acceptance after the Effective Date of the Agreement. All subcontractors, suppliers and other persons and organizations proposed for those portions of the work shall be properly licensed to perform such work.

12.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom Contractor has reasonable objection.

ARTICLE 13. PREPARATION OF BID AND BID FORM.

13.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Owner (or the issuing office). Bid submittals must be made on the blank forms provided herein. All blank spaces in the Bid form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form.

13.2 All blanks on the Bid Form must be completed in ink or by typewriter.

13.3 Each bid form shall specify a unit price written in figures for each of the separate items as called for, except when the Bid calls for a lump sum. Lump sum Bids shall be shown in figures.

13.4 Any Bid submittal which does not contain prices set opposite each of the items for which there is a blank space will be cause for rejection. Any items not bid upon shall be indicated "NO BID" in place of the price. Any Bid which in any manner fails to conform to the conditions of the published notice will be cause for rejection.

13.5 ~~High~~ In the event of an extension error, the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total offer will be corrected accordingly. If there is a

conflict, words take precedence over figures. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.6 Bids by corporations or such entities such as, but not limited to a Limited Liability Company must be executed in the corporate name by the president, vice-president or manager (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary, if applicable. The corporate address and state of incorporation must be shown below the signature.

13.7 Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. Bids by Limited Liability Companies must be executed in accordance with their corporate documents. Bids by an individual must be signed by the individual and include the primary mailing address of the individual.

13.8 All names must be typed or printed below the signature. Bids must be signed in ink by the Bidder with the signature in full.

13.9 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 Bids that contain any omission, erasure, alteration, addition, or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of a Bid.

13.12 If a Bidder wishes to change unit prices prior to Bid submission, they shall strike the unit price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the Bid. Any changes or alteration of unit prices in the Bid shall be initialed. Failure to initial these changes or illegible entries of corrections or unit prices may be cause for the rejection of the Bid as informal or irregular.

ARTICLE 14. VARIANCES.

14.1 The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the Specifications for the Contract being bid. For purposes of Bid evaluation, Bidder must indicate any variances to the Contract Documents, including but not limited to, Specifications, terms and conditions, no matter how slight. If variations are not stated in the Bid, it shall be construed that the Bid fully complies with the Bidding Documents, including but not limited to, Specifications, terms and conditions as given herein.

ARTICLE 15. VENDOR SERVICE REPRESENTATIVE.

15.1 The Bidder must submit with its Bid the name, address and phone number of the person(s) to be contacted for the placement of an order and coordination of service. A contact for regular work-hours and after-hours, weekends, and holidays must be submitted with the Bid.

ARTICLE 16. SUBMISSION OF BIDS.

16.1 Bids shall be submitted no later than at the date and time prescribed and at the place indicated in the Advertisement /Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Bid Number (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation ITB 033-14/DZ enclosed for Public Works Annual Canal Bank and Land Clearing Contract to be opened 2:00 pm local time, November 19, 2014 on the face of it..

16.2 It is the sole responsibility of the Bidder to ensure that the Bid reaches the Clerk's Office on or before the closing date and time. The Owner shall in no way be responsible for delays caused by any occurrence or excuse. Offers by telephone, telegram or facsimile will not be accepted. The Bid time shall be scrupulously observed. Under no circumstances shall Bids delivered after the date and time specified be considered. Such Bids will be returned unopened to the Bidder.

16.3 All Bids must be submitted with one (1) original and one PDF (CD) copy.

16.4 The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey a clear understanding of all terms and conditions for performance.

16.5 Failure to provide the required documentation and information with the Bid submitted shall make the Bidder nonresponsive unless the Owner, in its sole discretion and in the best interests of the Owner, determines the acceptability of the materials and value engineering offered through documentation and information available within Wellington as of the date and time of the Bid opening.

16.6 Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.

ARTICLE 17. MODIFICATION AND WITHDRAWAL OF BIDS.

17.1 The modification or withdrawal of bids/proposals/replies is permitted at any time before opening, but only upon written request by an authorized representative of the bidder/proposer/respondent. A request for withdrawal and modification must be in writing and signed by a person duly authorized to do so, and in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. After expiration of the period for receipt of bids, no bid or proposal may be withdrawn or modified. If, prior to acceptance of a bid or proposal, a bidder or proposer claims a mistake in pricing and requests to withdraw its bid or proposal, the decision whether to permit withdrawal will be made by the Manager, and in his/her sole discretion. In determining whether to permit a bidder to withdraw its bid or proposal, the bidder shall provide such information, including, but not limited to, sworn statements as may be requested by Wellington.

17.2 A Bidder shall not be allowed to modify its Bid after the opening date and time except as otherwise set forth herein.

ARTICLE 18. OPENING OF BIDS.

18.1 Bids will be opened publicly as indicated in the Advertisement or Invitation to Bid.

18.2 When Bids are opened publicly they will be read aloud, and the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

18.3 Bid files may be examined during normal working hours, after Bid opening, by appointment and pursuant to Florida Statutes.

ARTICLE 19. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All Bids will remain subject to acceptance for 120 days after the posting of the intended recommended award, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

ARTICLE 20. ADDITIONAL TERMS AND CONDITIONS.

20.1 No additional terms and conditions included with the Bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, Specifications, literature, price lists or warranties. It is understood and agreed that these Instructions, draft agreement and the Specifications in this Bid solicitation are the only conditions applicable to this Bid and the Bidder's authorized signature affixed to the Bid form attest to this.

ARTICLE 21. RESPONSIVE AND RESPONSIBLE BIDDER.

21.1 Only those Bidders considered both responsive and responsible shall be considered for award of a Contract by the Owner. A responsive Bidder shall be a person, firm, partnership, or corporation or other entity who has submitted a Bid, which conforms in all material respects to the Contract Documents and the requirements of the Bidding Document. A responsible Bidder shall be a person, firm, partnership, corporation or other such entity who has the capability in all respects to perform fully the Contract Document requirements and has the integrity and reliability which will assure the good and faithful performance of the Contract.

ARTICLE 22. EVALUATION OF BIDS AND AWARD OF CONTRACT.

22.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet the Competency of Bidder and Reference requirements set forth herein or fails to meet any other pertinent standard or criteria established by Owner.

22.2 In evaluating Bids, Owner will consider the qualifications, competency and references of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

22.3 Owner may consider the qualifications, competency, and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in Supplementary Conditions (or as requested by Owner after the Bids are received). Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

22.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

22.5 In order to meet the needs of various departments and the best interest of the Village of Wellingtons, awards shall be made to responsive, responsible bidders in order to create a pool of qualified vendors.

22.6 When services are needed for projects, the pool of awarded vendors will be invited to provide a quote for that particular project. Vendors will be notified and given a date and time for site inspection. Failure to attend the site inspection, will forfeit the opportunity to quote on that specific project. Each quote must be precise, accurate and firm. The majority of the work will take place on the canal bank right of ways and/or easements and will require the use of a barge. Wellington reserves the right to only invite awarded vendors who submitted pricing for a barge to prove a quote, if Wellington deems a barge is required.

22.7 The Village reserves the right to assign projects considered emergencies as defined by the Village of Wellington's Purchasing Manual. Assigned vendor shall respond within 24 hours and follow-up with a quote for the work. Awarded vendors who are unavailable for a particular project shall be required to provide written notification that they will be unable to respond. Vendors shall not refuse any project based solely upon its location and dollar amount.

22.8 In order to be kept active in the Awarded Pool of Vendors, vendors should respond to "Request For Quotes" (RFQ) or assigned projects. Failure to respond to five (5) different requests (RFQ or assigned project) may result in vendor being removed from the Awarded Pool of Vendors. A vendor may do one of the following, in order to respond properly to the request:

1. Submit a quote prior to the quote receipt deadline
2. Submission of a "No Bid" notice prior to the quote receipt deadline
3. Written notice of unavailability (Emergency or assigned project)

ARTICLE 23. BID TABULATIONS

23.1 Bid tabulations with recommended awards will be posted for review at the offices of the Clerk, 12300 Forest Hill Boulevard, Wellington, Florida and DemandStar and Wellington's website, and will remain posted for a period of 72 hours. Bid tabulations will not be provided by telephone. The Purchasing Department is the only Wellington department authorized to give information about or make Bid awards.

23.2 If, after application of the Local Preference, or in instances where the local preference does not apply, two or more bidders or proposers are tied, the following criteria will be used to break the tie:

- a) Delivery time – time for performance, if provided in the bid or proposal
- b) Certification of a "Drug Free Workplace Program" which meets the criteria established in F.F., Section 287.087
- c) If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington. And as indicated by the time clock stamp impressed upon the bid or proposal.

ARTICLE 24. DISQUALIFICATION OF BIDDER

24.1 Bidder may be disqualified and its Bid rejected for any of the following:

- a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
- b) Reason to believe that collusion exists among or between Bidders
- c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
- d) Bidder's uncompleted workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
- e) Lack of responsibility on the part of Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
- f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.
- g) Substantial evidence of bad character or dishonesty.
- h) Bidder is involved in any current litigation with Owner.
- i) Bidder has defaulted on any contract or is in arrears on any contract.

24.2 **RESERVATIONS: Wellington expressly reserves the right to:**

- a) Specify approximate quantities in the bid
- b) Extend the bid opening date and time
- c) Consider and accept alternate bids, if specified in the bid documents, when most advantageous to Wellington
- d) Add additional terms or modify existing terms in the bid;
- e) Reject or cancel any or all bids;

- f) Reissue a bid; and/or
- g) Procure any item by other means

ARTICLE 25. CONTRACT SECURITY.

25.1 When the successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds, if applicable.

ARTICLE 26. SIGNING OF AGREEMENT.

26.1 When Owner gives a Notice of Award to the Successful Bidder(s), it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter, the Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. In the event the successful Bidder fails to execute the Contract and return same to the Owner within the stipulated fifteen (15) days, the Owner may disqualify the Bid, and said Bidder shall not be permitted to contest to the contrary and does waive such right upon submitting a Bid.

ARTICLE 27. DISPUTES

27.1 A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

ARTICLE 28. LICENSES, PERMITS, AND CERTIFICATION.

28.1 It shall be the responsibility of the Contractor to obtain at no additional cost to the Owner any and all licenses and permits required to complete this Contractual service.

28.2 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

28.3 An Occupational License obtained from Wellington shall be required of any person maintaining a permanent business location or branch office within Wellington. Applications and fee schedules may be obtained from Wellington, Planning, Zoning, Building & Code Compliance Departments, 12300 Forest Hill Boulevard, Wellington, Florida 33414. Call the PZB Office at 561-753-2430 for assistance and additional information.

28.4 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

ARTICLE 29. PREPARATION EXPENSE.

29.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation of any Bid.

ARTICLE 30. QUANTITIES.

30.1 In the case of unit price items, the quantities of materials to be furnished under this Contract, as given in the Bid, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The Owner nor its representatives does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder place misunderstanding or deception because of such estimate or quantities. Payment to the Contractor will be made only for the actual quantities of material furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or diminished without in any way invalidating any of the unit prices Bids.

ARTICLE 31. NON-COLLUSION.

31.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and 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 Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

ARTICLE 32. CODE OF ETHICS.

32.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner. A copy of Wellington's and the State of Florida's ethics codes are available at the Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

ARTICLE 33. CONFLICT OF INTEREST.

33.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of Wellington. Further, all Bidders must disclose the name of any Wellington employee who owns, directly or indirectly an interest of 5% or more in the Bidder's legal entity or any of its affiliates, subsidiaries or branches in accordance with Florida Statutes. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of Wellington.

ARTICLE 34. DRUG FREE WORKPLACE PROGRAMS.

34.1 Preference may be given to businesses with Drug-Free Work Place Programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW may be given preference in the award process.

ARTICLE 35. EEO STATEMENT.

35.1 The Owner is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, and sex.

ARTICLE 36. LEGAL REQUIREMENTS.

36.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

ARTICLE 37. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT.

37.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

ARTICLE 38. NON-APPROPRIATIONS.

38.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

ARTICLE 39. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP.

39.1 All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announce, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

ARTICLE 40. HOURS OF OPERATION FOR RECEIPT OF BIDS.

40.1 All bids must be received in the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414. The Clerk's Office shall be open and available for the receipt of bids according to the following schedule. **Bids may be submitted Monday through Thursday from 7:00 a.m. to 6:00 p.m. The Clerk's Office is closed and unavailable for the receipt of bids on Fridays, Saturdays, Sundays, and legal holidays.**

ARTICLE 41. HOURS OF OPERATION FOR PURCHASING DEPARTMENT.

41.1 Wellington's Purchasing Department is available to provide bid clarifications and interpretations, answer questions and inquiries, and fulfill requests for information, during regular hours of operation. Those regular hours of operation are Monday through Thursday from 7:00 a.m. to 6:00 p.m. The Purchasing Department is closed on Fridays, Saturdays, Sundays, and legal holidays.

ARTICLE 42. LOBBYING/CONE OF SILENCE

42.1 Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

ARTICLE 43. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

43.1 In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 44. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS

As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training.

Training applies to the following NPDES sections:

- ☐ **Part III.A.7.c- Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal**
- ☐ **Part III.A.7.d – Illicit Discharges and Improper Disposal- Spill Prevention and Response**

- **Part III.A.6** – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.
- **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).

TRAFFIC CONTROL & MAINTENANCE

1. 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.
2. There will be no separate payment for the fee for Engineering Services, if required.
3. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. The safety and convenience of the general public and of the businesses adjacent to the work shall be provided for in a satisfactory manner, as determined by the ENGINEER, and/or Wellington.
4. Streets shall not be closed, except in accordance with the approved MOT plan, and whenever the street is not closed, the work must be conducted with the provision for a safe passageway for vehicular and pedestrian traffic at all times. The CONTRACTOR shall make all necessary arrangements with Wellington and ENGINEER concerning maintenance of traffic and selection of detours required.
5. As applicable, The CONTRACTOR shall submit to ENGINEER for submittal to Wellington, for review and approval, a Conceptual Traffic Control Plan at the Prework Conference, identifying the phases of construction that the CONTRACTOR plans to proceed with and identifying traffic flows during each phase. When the conceptual Traffic Control Plan has been approved, the CONTRACTOR shall prepare and submit for review to ENGINEER for submittal to Wellington, a detailed Traffic Control Plan for each phase of the work, indicating the proposed location of construction signs, channelizing devices, temporary pavement markings and symbols, lighting devices, barrier walls, modifications to traffic signals and all other required devices as applicable. The detailed plan shall be reviewed by Wellington and other governmental agencies having jurisdiction with all comments forwarded to the CONTRACTOR. No work within the public right-of-way shall commence until the detailed M.O.T. plan has been approved in writing by all governmental agencies having jurisdiction. Upon the start of construction, the CONTRACTOR shall comply with all provisions of the detailed Maintenance of Traffic Plan. In the event of non-compliance by the CONTRACTOR, Wellington will have the authority to order the CONTRACTOR to cease construction operations without compensation of time or money until the violations have been corrected.

BID PROPOSAL CHECKLIST

Please submit your proposal in this order

- YES ☒ NO ☐ 1. Bid submittal – one (1) original and one (1) PDF (CD) Copy
- YES ☒ NO ☐ 2. Bid Form signed by authorized representative
- YES ☒ NO ☐ 3. Acknowledgment of addendums
- YES ☒ NO ☐ 4. Schedule of Value
- YES ☒ NO ☐ 5. Schedule of Subcontractor/Supplies
- YES ☒ NO ☐ 6. Schedule of Equipment and Materials
- YES ☒ NO ☐ 7. Sworn Statement under Section 287.133(3) (a)
- YES ☒ NO ☐ 8. Drug Free Workplace
- YES ☒ NO ☐ 9. Trench Safety Affidavit
- YES ☒ NO ☐ 10. Questionnaire
- YES ☒ NO ☐ 11. References
- YES ☒ NO ☐ 12. Insurance Certificates
- YES ☒ NO ☐ 13. Copy of Appropriate Licenses
- YES ☒ NO ☐ 14. Proof of Workers Compensation Insurance/Workers Compensation Exemption Affidavit
- YES ☒ NO ☐ 15. Local Preference Affidavit
- YES ☒ NO ☐ 16. Conflict of Interest Statement
- YES ☒ NO ☐ 17. Non-Collusion Affidavit

BID FORM

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

PROJECT: Public Works Annual Canal Bank and Land Clearing Contract

Date: Nov 17, 14

BIDDER: A&E Land Clearing Inc

THIS BID IS SUBMITTED TO:

Wellington
Clerk's Office
12300 Forest Hill Boulevard
Wellington, FL 33414

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the posting of the recommended award. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

N/A

Date _____	Addenda Number _____
Date _____	Addenda Number _____
Date _____	Addenda Number _____

(b) BIDDER 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 cost, progress, performance, or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which, if any, are attached to the Contract Documents, and accepts the determination as set forth in the Bidding Documents of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER 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 or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Schedule of Values.
5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.
6. The BIDDER further declares its understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.
7. BIDDER agrees that:

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

- (a) Schedule of Values.
(b) List other documents as pertinent.

- Name: ERIC / Amanda Goss
Address: 17270 69th Street NO
Lex FL 33470
Phone No.: 561-784-8525 Fax: 561-784-1417

11. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

Phone Number: _____ Fax Number _____

Business Address: _____

Phone Number: _____

Fax Number: _____

A Corporation

Corporation's Name A & E Land Clearing Inc. (SEAL)

State of Incorporation Florida

Authorized Person: Amanda M Goss

Title: Vice President

Signature: Amanda M Goss

Attest: _____ (Secretary)

Signature: _____

Business Address: 17270 69th St No
20x Fl 33470

Phone Number: 561-784-8525

Fax Number 561-784-1417

SCHEDULE OF VALUES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item No.	Item	Unit	Unit Price
1	Supervisor/Foreman	HR	35.00
2	Skilled Laborer	HR	28.50
3	Laborer	HR	25.00
4	Excavator with hydraulic grapple and thumb	HR	140.00
5	Excavator with shear	HR	135.00
6	Front-end Loader with rake and grapple (2.5 yd. min.)	HR	125.00
7	Dump truck (tandem) 16 CY	HR	80.00
8	Dump truck (tri-axle) 18 CY	HR	80.00
9	Dump truck (semi-trailer) (80 CY min.)	HR	90.00
10	Self-loading grapple truck (40 CY min.) (50-55 cy)	HR	130.00
11	Stump grinder (200 HP min.) on rubber tires	HR	300.00
12	Tub Grinder (400 HP min.)	HR	450.00
13	24" Diameter whole tree chipper	HR	125.00
14	Chainsaws/Pole Saws	HR	85.00
15	Push/Pull Barge (10-12 ft. wide x 40-60 ft. long)	HR	80.00
16	Self-propelled Barge (250 sq. ft. min)	HR	180.00
17	Boat/Skiff with outboard motor (12-24 ft.)	HR	N/A
18	Horizontal Grinder (800 HP min.)	HR	500.00
19	Small Portable Stump Grinder (85 HP min.)	HR	150.00
20	F&I Floratam Sod	SF	.30
21	F&I Bahia Sod	SF	.20

*** Line item specifics:**

- All hourly rates for equipment shall include the cost for mobilization, operator, maintenance, fuel/oil, etc. to perform work indicated on the work order.
- Line item #15 (barge) shall be utilized to transport excavator from staging area to project site, as a work platform and vegetation debris transporting.
- Line item #16 (self-propelled barge) shall be utilized for smaller projects and/or narrow/shallow waterways. Shall be used to carry workers, tools and for debris transporting to staging area.
- Line item #19 (small stump grinder on rubber tracks) shall be utilized to grind stumps below existing grade on areas where traditional stump grinder cannot safely traverse slope on canal bank.

GENERAL NOTES

1. Contractor shall be responsible for the installation of floating turbidity barriers at project limits. Wellington staff shall determine locations of barriers.
2. Maintenance of traffic (M.O.T.) shall be the contractor's responsibility and be in accordance with all applicable state and local codes. (F.D.O.T. indexes)
3. All supervision, laborers and operators shall be skilled at their perspective positions/duties. Wellington reserves the right to have individuals replaced which it feels are not properly skilled for the work being performed.
4. All debris (trees, brush, landscape, chippings, etc.) shall be removed from the project site and disposed of at a legal dumping site. Debris removal shall be the responsibility of the contractor at no additional charge to the Village.
5. All equipment shall be of sufficient size to adequately handle large trees, stump removal when necessary and enough reach (boom length) to work from the barge and load out debris.
6. All equipment and tools (motorized or hand) shall be safe, in good working condition and free of leaks that may cause environmental issues, e.g., fuel hydraulic oil, etc.
7. Contractor shall be responsible for locating all existing utilities in the work area. (Contacting all local utility companies.) Contractor will be responsible to verify (hand dig) the exact location of all existing utilities. It shall be the contractor's responsibility to protect and prevent damage to existing utilities.
8. All projects areas shall be fine graded and prepped for sod installation. Wellington staff will inspect site prior to sod installation.
9. When services are needed for projects, the pool of awarded vendors will be invited to provide a quote for that particular project. Vendors will be notified and given a date and time for site inspection. Failure to attend the site inspection, will forfeit the opportunity to quote on that specific project. Each quote must be precise, accurate and firm. The majority of the work will take place on the canal bank right of ways and/or easements and will require the use of a barge. Wellington reserves the right to only invite awarded vendors who submitted pricing for a barge to provide a quote, if Wellington deems a barge is required.
10. Upon acceptance of proposal for each project, a Notice to Proceed will be issued and will include the project start date, substantial completion date and final completion date. Any project not completed by the agreed dates shall be subject to liquidated damages. Contractor shall advise Wellington of adverse weather conditions (rain days) with 48 hours that affect work schedule and adjustments shall be made, if warranted.

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

<u>Discipline</u>	<u>Subcontractor</u>	<u>Address City, ST, Zip</u>	<u>License Number</u>
N/A			

Address of Subcontractor may be considered in accordance with Wellington's Local Preference Policy

SCHEDULE OF EQUIPMENT AND MATERIALS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item	Manufacturer	Description
	please see attached	

EQUIPMENT LIST

Year	Make	Model	Equipment Description	Serial / Vin #	Purchase Price	Auction Value	Balanced Owed	Monthly Payment	Lender
02	Morbark	7600	Horizontal Grinder	185-1038			0	0	n/a
95	Morbark	1300	Tub Grinder	571-034			0	0	n/a
03	Case	CS330	Excavator	DAC0733182			0	0	n/a
98	Case	921B	Wheel Loader	JEE0055822			0	0	n/a
95	CAT	325	Excavator	8NK00377			0	0	n/a
98	Case	821B	Wheel Loader	JEE005920			0	0	n/a
00	Kobelco	SK210	Excavator	UQO7U0374			0	0	n/a
98	Linkbelt	4300	Excavator	LE180279			0	0	n/a
04	Bobcat	T-300	Bobcat w/all attachments	525412676			0	0	n/a
	Attachments for bobcat include:		• auger • Skid Steer Mower • sweeper • bucket	070-2150-30-QA-60					
05	Morbark	60 Talon	Debris Sheer	027-057			0	0	n/a
90	Kenworth	KW900	Truck	1XKWDR9X3L5548207			0	0	
06	Sterling	LT9501	Truck	2FWJA3CG06AV72582			0	0	
98	Fairbanks		100 yd walking floor trailer	2A9SWF8B3WT053345			0	0	n/a
			50yd Dump Trailer				0	0	n/a
02	A Terex Trummel	615LL	Powerscreen	9402655			0	0	n/a
	Solsebees		Wood Sheer				0	0	n/a
06	Komatsu	D41P-6	Dozer	B40174			0	0	n/a
2001	EagerBeaver		Lowboy Trailer	112SD24821LO55447			0	0	n/a

A & E Land Clearing, Inc. is equipped and ready with full crews for when ever and what ever the situation may accrue. We will have whatever equipment and materials / supplies to get the job completed in the fastest, safest, and most cost efficient way.

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.

- I. Sales and Use Taxes. The Owner is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the Public Works Annual Canal Bank and Land Clearing Contract, **Bid No. 033-14/DZ**, (hereinafter 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 include the price for all construction materials in its bid. The Contractor shall provide the Owner a list of all intended suppliers, vendors, etc. for consideration as Owner Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices and as provided below. 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.
 - I.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-1.094(4)(c). The Owner shall make direct payment to the vendor from the Owner's account.
 - I.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.
 - I.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 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.
 - I.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 1.06 times the cost of the materials and equipment purchased directly by the Owner.
 - I.5 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.

- 1.6 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 conform 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.
- 1.7 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 Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 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.

- 1.13 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.
- 1.14 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, invoices, 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).
- 1.15 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 Thursday, 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.
- 2.8 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.
- 2.9 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.
- 2.10 Seller must render original invoice to the Buyer, Attention "Project Manager, 12300 Forest Hill Blvd., Wellington, FL 33414"

- 2.11 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.
- 2.12 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.
- 2.13 No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.
- 2.14 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).
- 2.15 Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.
- 2.16 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.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Buyer Purchase Order.
- 2.21 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.
- 2.22 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.
- 2.23 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.*
- 2.24 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.
- 2.25 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.
- 2.26 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.

- 2.27 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

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 or agreement.

(f) 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 (4)(b), for the purchase of supplies and materials to be exempt from sales and use tax. If the criteria in paragraph (4)(b) are not met, the contractor is the ultimate consumer of such supplies or materials and is liable for sales or use tax on such purchases and manufacturing costs.

(5) Contractors, including subcontractors, that manufacture or fabricate their own materials for incorporation into public works cannot be included in a governmental entity's direct purchase program and may not accept a Certificate of Entitlement. The contractor and subcontractors, not the governmental entity, are deemed to be the ultimate consumers of the articles of tangible personal property they manufacture or fabricate to perform their contracts and are liable for tax in the manner provided in subsection (10) of Rule 12A-1.051, F.A.C.

(6) through (8) No change.

Rulemaking Authority 212.08(6), 212.17(6), 212.18(2), 212.183, 213.06(1) FS. Law Implemented 212.02(4), (14), (15), (16), (19), (20), (21), 212.06(1), (2), (14), 212.07(1), 212.08(6), (7)(bbb), 212.085, 212.18(2), 212.183 FS., s. 8, Ch. 2010-138, L.O.F. History—New 6-3-80, Amended 11-15-82, Formerly 12A-1.94, Amended 1-2-89, 8-10-92, 6-28-04,

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The Village of Wellington
by Amanda M Goss - Vice President [print name of the public entity]
for A & E Land Clearing, Inc. [print individual's name and title]
[print name of entity submitting sworn statement]
whose business address is 17270 69th Street North
Lox, FL 33470

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1045839

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

✓ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

✓ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Amanda M. Goss
[signature]

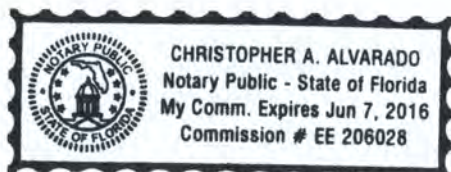
Nov 19, 2014
[date]

STATE OF Florida
COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on Nov 19, 2014 by
Amanda M. Goss [name] He/she is personally known to me or has presented
FL Driver's License [type of identification] as identification.

[Signature]
[Notary's Signature and Seal]
Form PUR 7068 (Rev. 04/10/91)
M/R 03/06/92

Christopher Alvarado EE 206028
Print Notary Name and Commission No.



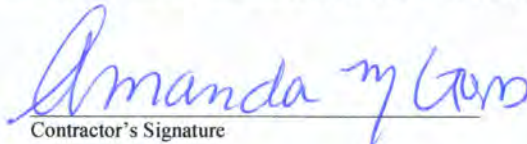
DRUG FREE WORKPLACE

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Preference may be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program may be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Contractor's Signature

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

A&E Land Clearing Inc (NAME OF FIRM) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety and Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Proposal Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary).

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
	N/A	Market Cost
	Total	

Amanda M Goss
(Signature)

Nov 19, 2014
(Date)

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on Nov 19, 2014

by

Amanda M. Goss He/she is personally known to me or has presented

FL Driver's License (type of i.d.) as identification.

[Signature]
Notary Public Signature and Seal

Christopher Alvarado EE 206028
Print Notary Name and Commission No.



QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 15 yrs

2. What is the last project of this nature that you have completed?

please see attached

3. Have you ever failed to complete work awarded to you? If so, where and why?

N/A

4. Name three individuals or corporations for which you have performed work and to which you refer:

please see attached

Name	Email Address	Phone
------	---------------	-------

Name	Email Address	Phone
------	---------------	-------

Name	Email Address	Phone
------	---------------	-------

5. List the following information concerning all contracts OR projects in progress and past as of the date of submission of this bid. (List any Federal, State, City or local municipalities/government contracts or project information if any relevant in scope with this solicitation).

Information provided in (section 5) is for reference purposes and may be contacted for verification.

Name of Term Contract OR Project	Owner	Contact (Person) Name & Title	Contact Email Address & Phone Number	Contact Business Address
please see attached				

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

yes

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
N/A	

8. What equipment do you own that is available for the work? please see attached
9. What equipment will you purchase for the proposed work? N/A
10. What equipment will you rent for the proposed work? barge
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
please see attached

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.

13. The correct name of the Bidder is A & E Land Clearing Inc

14. The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☒ Corporation or ☐ Other Type of Entity (Fill In).

15. The address of principal place of business is 17210 69th Street North
Loxahatchee, FL 33470

16. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

Eric L. Goss - President

Amanda M Goss - Vice President

17. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

N/A

18. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

19. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

N/A

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A

21. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

N/A

22. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

N/A

23. List and disclose any and all business relations with any members of Wellington Council.

N/A

Contractor Name: A & E Land Clearing, Inc.
Completed work over the past 5 years

Oblige / Contractor	Start Date:	Comp. Date:	Contract Amount:	Project Name:
Minto Land Development 10150 Highland Manor Drive Tampa, Fl. 33610	03/08/2014	04/05/2014	\$15,800.00	Callery Judge Grove
Northern Improvement Dist. 359 Hiatt Drive P. B. G., Fl. 33418	05/20/2014	06/30/2014	\$24,995.00	Palm Club
Gulfstream Growers, LLC 5976 20 th St, #74 Vero Beach, Fl. 32996	08/21/2013	10/25/2013	\$90,000.00	Bluegoose Growers / Okeechobee
Zimmerman Tree Svc. 4660 71 st Ct. South Lake Worth, Fl. 33463	12/02/2013	On going	\$100,000.00 +	N/A
Stiles / Seminole Cons. 301 E/ Las Olas Blvd Ft. Lauderdale, Fl. 33301	04/25/2013	05/13/2013	\$42,500.00	Brighton Public & Safety Administration Bldg
Mancils Tractor Svc. 4551 SE Hampton Cir. Stuart, Fl. 34997	02/03/2013	02/05/2013	\$5,800.00	Seabbranch, Hobe Sound
Alfieri Property Mang. 399 Thornall Street Edison, NJ 08818	03/05/2012	03/29/2012	\$14,500.00	2458 Australian Blvd West Palm Beach
Environmental Land Dev. 6041 Peterson Road Ft.Pierce, Fl. 34947	03/2012	03/2012	\$34,400.00	95 Rest Area
	06/2012	06/2012	\$14,000.00	95/ Indrio Road
Englehardt Grinding 13014 A-Palm Beach Ft. Myers, Fl. 33905	07/28/2011	11/21/2011	\$66,840.00	Callery Judge Grove



May 20, 2008

**Department of Engineering
and Public Works
Road and Bridge Division**

2555 Vista Parkway
West Palm Beach, FL 33411-5601
(561) 233-3950
Fax: (561) 233-3986
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

To Whom It May Concern:

This letter is to confirm that A&E Land Clearing, Inc., was contracted with Palm Beach County Road and Bridge Division to clear away hurricane damaged trees and debris from C-1 Canal and Dairy Land Drainage Canal from north of Palmetto Park Road to Oriole Country Road in the Loggers Run, Oriole Country and Palmetto Pines communities. This work consisted of not only removing storm damaged trees and debris from canal banks where accessible but also required the use of a floating barge laden with heavy equipment to remove the trees and debris from the C-1 canal where the canal banks were inaccessible due to conflicts with private property. This work was necessary in order to re-establish the flow of storm water through these canals to prevent flooding of streets/roadways and possibly houses within the afore mentioned communities.

All work was performed to Road and Bridge standards/specifications and in a timely manner.

The Road and Bridge Division is completely satisfied with the work performed and would not hesitate to recommend A&E Land Clearing, Inc. for future work.

If there are further questions, please feel free to call my office at (561) 233-3956.

Thank you for your time.

Respectfully,

Tony Luffman,
Assistant Director, Road & Bridge Division

TRL:v

City of Vero Beach

1053 - 20th PLACE - P.O. BOX 1389
VERO BEACH, FLORIDA 32961-1389



OFFICE OF THE DIRECTOR
PUBLIC WORKS

May 19, 2008

To Whom It May Concern:

This letter shall be considered to attest that A&E Land Clearing, Inc. has served as a prime contractor for the City of Vero Beach. Work included grinding large tree limbs into mulch at our 16th Street Storage Yard property, and clearing a large drainage canal on City property near Holman Stadium. All work performed by A&E Land Clearing, Inc. was done to the satisfaction of the City of Vero Beach and was completed within the allotted time.

Should you have any questions please feel free to contact me at (772) 978-4800.

Respectfully,

A handwritten signature in dark ink, reading "Steven Fuller". The signature is fluid and cursive.

Steven Fuller
Public Works Manager

SRF/ntn

C:\My Documents\2008 DOCS\May 2008 NTN\Letter of Recommendation_A&E Land Clearing_May 15 2008.doc



November 28, 2007

**Department of Engineering
and Public Works
Road and Bridge Division**

2555 Vista Parkway
West Palm Beach, FL 33411-5601
(561) 233-3950
Fax: (561) 233-3986
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Robert J. Kanjian
Mary McCarty
Burt Aaronson
Jess R. Santamaria

County Administrator

Robert Weisman

To Whom It May Concern

This letter is to confirm that A&E Land Clearing, Inc., was contracted with Palm Beach County Road and Bridge Division to clear away hurricane damaged trees and debris from various drainage canals within Palm Beach County.

All work was performed to Road and Bridge standards/specifications and in a timely manner.

The Road and Bridge Division is completely satisfied with the work performed and would not hesitate to recommend A&E Land Clearing, Inc. for future work.

If there are any further questions please feel free to call my office at (561) 233-3956.

Thank you for your time.

Respectfully,

Tony Luffman
Assistant Director, Road and Bridge Division

TRL:jm

*"An Equal Opportunity
Affirmative Action Employer"*

MURRAY LOGAN CONSTRUCTION, INC.

General Contractors

313 65TH TRAIL NORTH
WEST PALM BEACH, FLORIDA 33413
TELEPHONE (561) 686-2948
FAX (561) 686-7465



Excellence
Since
1968

January 19, 2004

Champion Construction
9065 Ellis Road
W. Melbourne, FL 32904
Fax 321-255-9704
Attn: Mike

Re: A & E Backhoe and Tractor Service, Inc.

Dear Mike:

It is my understanding you are considering using A & E Backhoe and Tractor Service, Inc. Over the last few years, we have subcontracted with them for clearing and grinding services on both small and large public projects (City and County). Regardless of project size, we have found them to be a good subcontractor. They provided adequate equipment and manpower to complete our projects on time and we have found their pricing to be very competitive.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely yours,

David Logan
Vice President

Cc: A & E Backhoe and Tractor Service, Inc.

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to the Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- ☐ If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- ☐ If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faja.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.



A&ELA01

OP ID: ACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2014

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

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

PRODUCER Evergreen Insurance Agency 583 105th Avenue N, Ste 2 Royal Palm Beach, FL 33411	CONTACT NAME: Evergreen Insurance Agency		
	PHONE (A/C, No, Ext): 561-966-8883	FAX (A/C, No): 561-964-8885	
	E-MAIL ADDRESS: angela@evergreenins.net		
INSURED A&E Land Clearing, Inc. Suite #25-157 7040 Seminole Pratt Whitney Rd Loxahatchee, FL 33470	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mid-Continent Group		23418
	INSURER B: Mapfre Insurance Company of FI		34932
	INSURER C: Torus National Insurance Co.		25496
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			04GL000899525	12/20/2013	12/20/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			4150130009421	12/20/2013	12/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							PIP \$ 10,000
C	UMBRELLA LIAB ☒ OCCUR			79235K140ALI	10/24/2014	12/20/2014	EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 1,000,000
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Village of Wellington
Attn: Project Manager
12300 Forest Hill Blvd.
Wellington, FL 33414

VILWEL1

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

A&ELA-1

OP ID: MI

DATE (MM/DD/YYYY)

11/19/2014

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

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

PRODUCER SLATON INSURANCE P.O. Box 220537 West Palm Beach, FL 33422 James L. Breedlove	CONTACT NAME: Michele Brunet	
	PHONE (A/C, No, Ext): 561-683-8383	FAX (A/C, No): 561-684-5995
	E-MAIL ADDRESS: mbrunet@slatonriskservices.com	
INSURED A & E Land Clearing Inc 17270 69th Street N Loxahatchee, FL 33470	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Star Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 18023	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					WC STATUTORY LIMITS ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0823568	03/17/2014	03/17/2015	E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

WELLIN6

Village of Wellington
12300 W Forest Hill Blvd
Wellington, FL 33414

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

WORKERS COMPENSATION EXEMPTION AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Form should be completed by an officer of a sole proprietorship or a corporation with three (3) or less employees. Form must be signed and notarized.

Name N/A
First Last

Address
Street City

Phone
Home Business

This is to certify that _____
(Business Name)

Street City State is a Zip

Sole Proprietorship
OR
Corporation/Partnership

And has _____ employees, other than the owner his/her self.
(no. of employees)

Therefore, under the terms of Chapter 440,F.W., Workers' Compensation regulations it is NOT necessary for the above company to carry Workers' Compensation Insurance.

(signature)

Sworn and subscribed to me this _____ day of _____, 20____.

Personally known _____ Or, Produced ID: _____ (Type Produced) _____

NOTARY PUBLIC _____

My Commission Expires:



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

17270 69TH STREET N
LOXAHATCHEE, FL 33470

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0102 EXCAVATING	GOSS AMANDA		B14.1520589 - 09/18/14	\$33.00	B40147782

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT**

B1 - 325

A & E LAND CLEARING INC
A & E LAND CLEARING INC
7040 SEMINOLE PRATT WHITNEY RD
LOXAHATCHEE, FL 33470-5714



**LBTR Number: 200907529
EXPIRES: SEPTEMBER 30, 2015**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

1

Incorporated in the State of Florida, September, 11th 2000

500

A&E Land Clearing, Inc.

Total Authorized Issue
100% Shares without Par Value
Common Stock

This is to certify that Eric Goss and Amanda Goss are the owner (s) of
One hundred percent fully paid and
non-assessable shares of the above Corporation transferable only on the books of the Corporation by
the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate
properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated June 6th, 2007

Amanda Goss

Vice President



Eric Goss

President

WELLINGTON LOCAL PREFERENCE

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH VILLAGE OF WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, of Wellington's Purchasing and Procurement Manual:

Chapter 9, LOCAL PREFERENCE

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☒ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: A & E Land Clearing Inc
2. The address of the business is: 17270 69th St. No Lox Fl 33470
3. How long has the business been located at its current address: 12 yrs

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location: N/A

5. The previous name of the business is: _____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☒ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - 65-1045839 Applicants Business Address 17270 69th St NO
LOT F1 33470

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

Amanda M Goss
Print Name: Amanda M Goss

Title: Vice President

Date: Nov 19, 2014

CITY OF: Royal Palm Beach

COUNTY OF: Palm Beach

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 19th day of November, 2014, by
Amanda M. Goss. He/She is personally known to me or has presented

FL Driver's License as identification.

[Signature]
(Signature of Notary)

Christopher Alvarado
(Print or Stamp Name of Notary)

Notary Public Florida
(State)



Notary Seal

Signature of Individual if Sole Proprietor:

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by
_____. He/She is personally known to me or has presented

_____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____
(State)

Notary Seal

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.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☒ 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.

☒ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

☒ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

A&E Land Clearing Inc
COMPANY NAME

Amanda M Goss
AUTHORIZED SIGNATURE

Amanda M Goss
NAME (PRINT OR TYPE)

Vice President
TITLE

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that such bid submittal is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the price of affiant or any other bidder, or to fix any overhead, profit or cost element of said price, or that of any other bidder, or to secure any advantage against the authority, of any person interested in the proposed contract and that all statements in said bid is true.

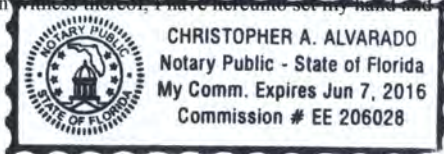
A & E Land Clearing Inc
Name of Bidder

Amanda M Goss
Print name of designated signatory

Amanda M Goss
Signature

Vice President
Title

On this 19th day of November, 2014, before me appeared Amanda M. Goss personally known to me to be the person described in and who executed this bid proposal and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.
In witness whereof, I have hereunto set my hand and affixed seal the day and year last written above.



Christopher A. Alvarado
Signature

Notary Public in and for the State of FL

(Affix Seal Here)

Christopher Alvarado
(Name Printed)

Residing at Royal Palm Beach, FL
My commission expires 6/7/2016

ADDITIONAL / EXTRS:

Please note that upon award to the contract A & E Land Clearing, Inc. will supply and provided the “additional insurance requirements” as requested per the bid.

Also please note that A & E Land Clearing, Inc currently holds two (2) contracts with Northern Palm Beach County Improvement District..

- 1) Minor Services Contract –ARCADIS Project # WF0590GE.0000
- 2) General Services Qualifications

Contact- Randy Cross
359 Hiatt Drive
Palm Beach Gardens, Fl. 33418
561-624-7830

AGREEMENT

Between

VILLAGE OF WELLINGTON

and

A&E Land Clearing, Inc.

for

Public Works Annual Canal Bank and Land Clearing Contract

THIS AGREEMENT is made and entered into this ___ day of _____, 201__, between VILLAGE OF WELLINGTON a Florida municipal corporation, through its Village Council, (hereinafter referred to as "Village"), and A & E Land Clearing Florida Corp (hereinafter referred to as "Contractor"), having its principal office at 17270 69th St NO for Public Works Annual Canal Bank and Land Clearing Contract (hereinafter referred to as the "PROJECT") in accordance with the Contract Documents, hereinafter defined.

That the Village and Contractor for the consideration hereinafter named, agree as follows:

1. Definitions.

- a. Council: The Village Council, which is the governing body of the Village of Wellington, Florida.
- b. Designated Representative: An authorized representative of Contractor assigned to represent Contractor on this Project who shall be Eric / Amanda Boss
- c. Notice to Proceed: A written Notice to Proceed issued by the Project Manager.
- d. Project Manager: Unless otherwise explicitly stated all contract duties, contract responsibilities, and contract communications of Village shall be made through the Village's Director of Operations or the individual appointed by the Village's Director of Operations. The foregoing sentence shall not apply to Village construction inspections made to assure compliance with applicable regulatory law and which the Village conducts through an independent architect or design professional, in a governmental regulatory capacity.

2. Contract Documents. In addition to this Agreement, the following documents shall comprise the contract documents ("Contract Documents"): (a) plans and specifications attached hereto as Exhibit "A", (b) all Exhibits to this Agreement listed in Paragraph 39 (whether now attached or which will be attached in the future) (c) the performance and payment bond (if applicable); (d) the Notice to Proceed; (e) the Purchase Order, and (f) 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 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. The Contractor shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Project Manager.

3. 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, 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".

4. Time of Commencement and Completion. The time of commencement of the Work shall be the date stated in the Notice to Proceed ("Date of Commencement"). Contractor shall reach Substantial and Final Completion of all Work within the numbers of days specified on the Notice to Proceed, subject to any authorized extensions of time as set forth in this Agreement. All Work shall be performed in an expeditious manner.

5. Liquidated Damages for Delay. The parties agree that time is of the essence in the performance of this Agreement. Substantial Completion of the Work under this Agreement shall be no later than the Substantial Completion date set forth in Article 4, subject to authorized extensions of time as set forth in this Agreement. In the event the Work is not substantially completed by the completion date in Article 4 and has not been extended by Change Order, the Village shall be entitled to collect liquidated damages. Contractor and Village 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 Village the sum of Five Hundred Dollars (\$500.00) for each calendar day in achieving Substantial Completion of the Work. Further, Contractor and Village 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 Village the sum of 25% of the per diem rate set forth in the preceding sentence as liquidated damages 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 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 Village'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 Village or, at the Village'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 Village, estimated at or before the time of executing this Agreement.

6. Contract Sum. The Village shall pay the Contractor for the cost of each project, authorized by the Village through the issuance of a Notice to Proceed, based upon the unit prices set forth in the Schedule of Values, inclusive of all licenses, taxes and fees. If any permits are required for the performance of the Work from any governing authorities having jurisdiction over the Project, Contractor shall be responsible for obtaining all required permits and the Village shall pay for the actual cost for such permits as part of the Contract Sum. The Village does not guarantee any minimum amount in contract price nor any minimum number of projects.

7. Payments. Based upon Applications for Payment submitted to and approved by the Project Manager based on Contractor's percentage of completion of the Work in accordance with the Schedule of Values attached as Exhibit "B", Village shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- 7.1 Contractor shall submit its Application for Payment on the 28th of each month. The period covered by each Application for Payment is one month, ending on the 28th of the month.
- 7.2 Each Application for Payment shall show a complete breakdown 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 Project Manager 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, but not limited to Davis-Bacon. In addition, as a further condition to payment of each progress payment, Contractor shall submit: (i) a sworn and certified Progress Payment Affidavit, which recites that all laborers, material suppliers and Subcontractors dealing with the Contractor have been paid in full through the date of the prior application for payment, with the exception of disputed payments; (ii) 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 submit partial releases of lien conditioned only upon payment from all lienors, through the date of the current Application for Payment, and such other evidence that the Village 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 shall be in such forms as approved by the Project Manager. An updated construction schedule shall be submitted at least monthly to the Village. Submission of the updated construction schedule shall not serve as notice of delays and shall not be construed as Owner's consent to extensions of the Contract Time. Each requisition shall be submitted in triplicate to the Project Manager for approval.
- 7.3 The Village shall retain 10% of all sums due in any pay period as retainage. If applicable under Section 218.735, Florida Statutes, after 50% completion of the Work under this Agreement, the Village shall reduce to 5% the amount of retainage withheld from each subsequent progress payment made to the Contractor. The Village 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 Village against the Contractor under this Agreement. After 50% completion of the Work, the Contractor may submit to the Village a payment application for up to 50% of the retainage withheld by the Village through the date of the application for payment. The Village shall promptly make such payment to the Contractor unless the Village 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 Village against the Contractor. If the Village 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 the Substantial Completion of the Work, and the completion of the punch list, the amount of retainage 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.

- 7.4 The Village 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 Village 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.
- 7.5 The Project Manager will authorize or reject payment, shall within twenty (20) business days of receipt of Contractor's application for payment authorize or reject payment. If the payment application is rejected by Project Manager as not complying with the requirements of this Article 7, Project Manager shall notify Contractor in writing and specify the deficiency and action necessary to make the application for payment proper. Village will pay Contractor within twenty-five (25) business days of receipt of Contractor's proper and complete Application for Payment, as provided above, unless the Application for Payment was rejected by Project Manager in which event, payment shall be made in accordance with § 218.735(3), Florida Statutes.
- 7.6 Village may withhold progress payment to such extent as may be necessary on account of:
- .1 Defective work 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 Liquidated damages pursuant to Article 5 hereof.
 - .6 As-built drawings not being in a current and acceptable state.
 - .7 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.

- 7.7 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.
- 7.8 Final Payment. Requests for final payment shall be accompanied by paid invoices and other back-up material as may be necessary by the Village to substantiate the final fee of Contractor. In no instance shall final billing exceed the amount allocated in the Contract Documents. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Village to Contractor when:
- .1 the Contractor has fully complied with and performed all of its obligations and/or responsibilities under the Contract Documents;
 - .2 all punch list Work has been completed in accordance with the Contract Documents;
 - .3 Contractor has submitted a Contractor's Final Payment Affidavit in a form acceptable to the Project Manager and in accordance with Florida Statutes;
 - .4 Contractor has submitted its unconditional final lien waiver together with final lien waivers from all of its Subcontractors, lienors and suppliers in a form acceptable to the Project Manager;
 - .5 Contractor has obtained all applicable approvals from all governmental and other authorities having jurisdiction over the Work, unless such approvals are being withheld due to causes which are not within the Contractor's responsibility under this Agreement;
 - .6 Contractor has complied with all other express requirements of the Contract Documents and the reasonable requirements of Village as a condition to final payment;
 - .7 Project Manager has approved final payment;
 - .8 Contractor has submitted a certificate of insurance evidencing that the insurance required by the Contract Documents will remain in force after final payment, and will continue through the remaining duration of the Project, and thereafter as required by the Contract Documents;
 - .9 Contractor has delivered all warranties, operational manuals, and instructions in operation as provided by the Contract Documents, not previously delivered;
 - .10 Contractor has delivered all final as-builts;
 - .11 Surety has issued a Consent of Surety to Final Payment;
 - .12 Evidence that any and all claims have been settled;
 - .13 Final meter readings for utilities, a measured record of stored fuel, and similar data as of the date when Village took possession and assumed responsibility for corresponding elements of the Work;
 - .14 Final, liquidated damages settlement statement.
- 7.9 Upon receipt of written notice from Contractor that the Project or designated Phase thereof is ready for Final Inspection, the Project Manager shall, within ten (10) days, make an inspection thereof. If Project or designated Phase thereof is acceptable under the Contract Documents and the Project fully performed, Project Manager shall approve final payment.

7.10 Village may withhold final payment to such extent as may be necessary on account of:

- .1 Defective Work 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 Consultants or for material or labor;
- .4 Damage to another Subcontractor, supplier, materialmen, party, or person not remedied;
- .5 Liquidated damages pursuant to Article 5 hereof;
- .6 As-built drawings not being in a current and acceptable state; and/or
- .7 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.

7.11 If, after the Project has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Village shall, upon certification of the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7.12 The making and acceptance of the final payment 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 final application for payment.

7.13 Punch List. The Contractor in conjunction with the Project Manager shall develop the punch list, a single list of items limited to minor omissions and defects which are required to render the Work complete and satisfactory in accordance with this Agreement, and the Project Manager shall submit the punch list to the Village in accordance with the time frames set forth herein. The Contractor shall develop the punch list within 30 calendar days after reaching Substantial Completion. The failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the Contractor to complete all of the Work in accordance with this Agreement. Upon completion of all items on the punch list, the Contractor may submit a payment request for all remaining retainage withheld by the Village. If a good faith dispute exists as to whether one or more items identified on the punch list have been completed pursuant to the Agreement, the Village shall continue to withhold up to 150 percent of the total costs to complete such items. Within ten (10) days of written notification to the Project Manager that all punch list items have been completed, the Project Manager shall inspect the punch list items. If the punch list items have not been completed to the reasonable satisfaction of the Project Manager, and if it is necessary for the Project Manager to reinspect the completion of any punch list items, the Contractor shall be responsible for all fees and costs charged by the Village for making any such reinspections.

8. Contractor. Contractor represents that it is a properly qualified and licensed contractor in good standing with the State of Florida and is a Florida corporation in good standing, organized and existing under the laws of the State of Florida. Contractor further represents that it has read, examined and understands the pertinent Contract Documents and is

well qualified and able to perform the Work; that 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 this Agreement; that Contractor has visited the site of the Work, examined the actual job conditions and is familiar with local conditions and all things required that will have a bearing on performance of the Work; that all materials incorporated in the Work will be new unless otherwise specified, and 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 of persons or property. 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).

The Contractor at all times shall keep the Property free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work Contractor shall remove, at its sole cost and expense, all its waste materials and rubbish from and about the Property as well as its tools and equipment, shall clean all surfaces, and shall leave the Work "broom clean" or its equivalent, except as otherwise specified. Contractor agrees to immediately repair at its sole cost and expense all damages to the Property arising from or relating to Contractor's performance of the Work.

9. Indemnity. To the fullest extent permitted by the law, Contractor shall indemnify and hold harmless the Village, and its officers, directors, agents, members and employees, 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 Contractor its performance. The Village's contributory negligence shall only reduce, but not prevent, the Contractor's obligation to indemnity provided herein. Regardless of the forgoing, this provision shall be limited by Florida Statute 725.06.

10. Subcontracts. No portion of the Work may be subcontracted 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 Village 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 Village in said agreements. Additionally, nothing contained in this Contract shall constitute an assignment of Contractor's rights against the Village 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.

11. Time & Delays. All time limits stated in the Contract Documents are of the essence in this Agreement. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, inclement weather, causes beyond the Contractor's control, or by any cause which the Project Manager may determine justifies the delay, then the Contract Time shall be extended by written Change Order for such reasonable time as the Project Manager may determine. All requests for extensions of time other than those associated with changes in the Work, must be submitted in writing to Project Manager within two (2) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time. In the event that Contractor is delayed in the progress of the Work, and is granted an extension of time in which to perform the Work; in no instance will Contractor be entitled to increased costs, compensation or damages as a result of delay. All damages that may occur by reason of delay are hereby waived by Contractor. Said claim shall specifically include, among other things, an adjusted critical path schedule reflecting precisely the delay and its claimed impact upon the Contractor's future performance. Claims for adverse 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. The parties agree that time is of the essence in the performance of this Agreement

12. Insurance. The Contractor, as a condition of this Agreement and to payment, shall purchase and maintain such insurance as will protect it from claims under Worker's Compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death and from claims for damages to property which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The Village shall be named as an additional insured in all policies required to be maintained hereunder with the exception of the Worker's compensation insurance and builder's risk insurance. Village shall be a named insurance on all builder's risk insurance. At a minimum, Contractor shall provide the following insurance:

12.1 Workers' 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 of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each disease, and Five Hundred Thousand Dollars (\$500,000) aggregate by disease.

12.2 Project Specific Comprehensive General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability must include:

- .1 Premises and/or Operations on an occurrence basis.
- .2 Independent contractors.
- .3 Products and/or Completed Operations Liability on an occurrence basis.
- .4 Explosion, Collapse, and Underground Coverages.
- .5 Broad Form Property Damage.
- .6 Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- .7 Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

12.3 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage 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.

12.4 Builder's Risk Insurance [IF APPLICABLE]

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the Village has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Village, Contractor, and all Subcontractors and suppliers in the Project. The Contractor, shall be solely responsible for any deductibles under the builders risk insurance. The policy must be endorsed to provide that the builder's risk will continue to apply until final acceptance of the Project/or additions by the Village. Village shall be a named insured and beneficiary of the builder's risk insurance.

12.5 Notice of Cancellation, Expiration, and/or Restriction: The policy (ies) must be endorsed to

provide Village with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction, to the attention of the PROJECT MANAGER, 12300 Forest Hill Blvd., Wellington, FL 33414.

- 12.6 The Contractor's Certificates of Insurance are attached hereto as Exhibit "C". Village reserves the right to require a certified copy of such policies upon request. All certificates shall state that Village shall be given thirty (30) days prior written notice of cancellation and/or expiration.
- 12.7 All 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 Village 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 Village for use or incorporation in the Work. The Contractor shall waive all rights against the Village 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 Village.
- 12.8 Notwithstanding the availability of any insurance listed hereunder, 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. The Contractor bears all liability and risk of loss, for losses and damages arising from acts of god, rain, fire, vandalism or any other causes, other than causes resulting from the negligence of the Village.

13. Correction of Work and Warranty. Contractor warrants to Village 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 good 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. 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 three (3) years from the date of final payment 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 (the "Manufacturers' Warranties"). Warranty Forms shall be attached as Exhibit "D" to this Agreement and may include Extended 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 Village in enforcing the 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 Village 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 law.

14. Changes. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order or Construction Change Directive, subject to the limitations stated in this Article 14 and elsewhere in the Contract Documents. Any changes in the Work or any adjustment in the Contract Sum 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 a writing under this Article

cannot be waived. A Change Order shall be based upon agreement among the Project Manager and Contractor and a Construction Change Directive requires directive by the Project Manager and may or may not be agreed to by the Contractor. 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 Sum or Contract Time, but the Village does not agree. In such event, the Contractor is obligated to perform the Work described in the Construction Change Directive in accordance with this Article. 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.

14.1 Change Orders

14.1.1 A Change Order is a written instrument signed by the Project Manager and Contractor stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, to the Contract Sum; and
- .3 The amount of the adjustment, if any, to the Contract Time.

14.2 Construction Change Directives

14.2.1 A Construction Change Directive is a written order signed by the Project Manager directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Village 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 Sum and Contract Time being adjusted accordingly.

14.2.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 14.2.7.

14.2.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Project Manager 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 Sum or Contract Time. Disagreement as to the adjustment to the Contract Sum or Contract Time shall not excuse Contractor from its prompt performance of the Work described in the Construction Change Directive.

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

14.2.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Project Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change,

including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, the Contractor shall keep and present, in such form as the Project Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 14.2.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

- 14.2.8 Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Project Manager will make an interim determination for purposes of monthly certification for payment for those costs and approve for payment the amount that the Project Manager determines, in the Project Manager's sole judgment, to be reasonably justified. The Project Manager's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim.

15. 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 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.

16. Termination. If the Village fails to issue payment for a period outlined in Article 7 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 work executed including a reasonable profit thereon not to exceed ten percent (10%), but which sum shall never exceed the contract sum less the cost to complete any remaining Work. This sum shall be Contractor's sole remedy under this Agreement.

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 written notice, terminate this Agreement and take possession of the site and of all materials, owned by the Contractor and finish the work by whatever method the Village deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work such excess shall be paid to 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 delay and consequential damages. This obligation for payment shall survive termination of this Agreement.

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 Work 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. 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.

17. Transfer of Lien. In the event any liens should be filed against the Property by any lienors, in connection with labor or services performed, Contractor shall indemnify and hold Village 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 transfer such lien to security in accordance with Florida Statutes. Should Contractor fail to transfer such lien, the Village 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.

18. Bonds[If Applicable].

18.1 A Performance and Payment Bond (separate Performance Bond and separate Payment Bond) of the form and containing all the provisions of the Performance and Payment Bond (Performance Bond and Payment Bond forms) attached hereto and made a part hereof. 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.

18.2 The Bonds shall be in the amount of one hundred percent (100%) of the Contract amount guaranteeing to Village the completion and performance of the Project covered in this Agreement, as well as full payment of all suppliers, material, laborers, or Subcontractors employed pursuant to this Project.

18.3 Such Bonds shall continue in effect for one (1) year after completion and acceptance of the Project with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that Contractor will, upon notification by Village, correct any defective or faulty Work or materials which appear within three (3) years after completion of the Contract.

19. Applicable Law and Venue; Attorney's Fees. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement 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.

20. 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.

21. Conflicts. 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.

22. 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.

23. 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 Village 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.

24. 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 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.

25. 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.

26. 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. R2014-12.

27. Local Preference. Except where prohibited by federal or state law, other funding source restrictions, or as otherwise excluded by the Village of Wellington's Local Preference Policy, if Contractor represented itself as a Palm Beach County Local Business or Western Communities Local Business in accordance with the Village of Wellington's Local Preference Policy, Contractor shall be obligated to maintain such status in accordance with eligibility requirements of Village of Wellington's Local Preference Policy through final completion of the Project. In the event Contractor qualified for Local Preference by subcontractor participation, the Contractor shall maintain the local subcontractor(s) identified in its response to the Owner's Invitation to Bid and shall not replace same without the prior written consent of the Owner. In the event Contractor needs to replace a local subcontractor, said subcontractor shall be replaced with another contractor which meets the eligibility requirements of the Village of Wellington's Local Preference Policy, unless expressly agreed in writing by the Owner.

28. 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.

29. 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 from bidder lists.

30. Drug-Free Workplace. Contractor certifies that it maintains a drug-free work place.

31. 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.

32. Traffic Control and Maintenance. To the extent applicable, the Contract Sum 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 Sum.

33. Existing Structures & Utilities. All known utilities have been shown on the Plans and Drawings 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 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, 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.

34. 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 Contractor'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 pass or fail to meet the Project requirements are to be paid by the Contractor.

35. 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.

36. Miscellaneous. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the prior written consent of the other. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. 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. 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. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders. This Agreement supersedes any prior agreements between the parties with respect to its subject matter. 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.

37. 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 VILLAGE:
Awilda Rodriguez, Village Clerk
Village of Wellington
12300 Forest Hill Blvd.

For Contractor
Amanda Goss - A+E Land Clearing
17270 164th St No
Lox FL 33470

38. The Owner Direct Special Conditions (Sales Tax Information) are incorporated herein by reference.

39. Exhibits

Exhibit A	Plans & Specifications (if applicable)
Exhibit B	Schedule of Values
Exhibit C	Certificate of Insurance
Exhibit D	Warranty Forms
Exhibit E	Payment and Performance Bond Forms (if applicable)
Exhibit F	Form of Certificate of Substantial Completion
Exhibit G	Form for Application for Payment
Exhibit H	Bill of Sale Form
Exhibit I	Affidavit to Owner and Final Release of Leins
Exhibit J	Schedule
Exhibit K	FHWA 1273 - Required Contract Provisions

(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: <u>Village of Wellington</u>	CONTRACTOR <u>A & E Land Clearing Inc.</u>
By _____ Bob Margolis, Mayor	By <u>Amanda M. Carr</u>
Attest: _____ Awilda Rodriguez, Wellington's Clerk (SEAL)	Attest: <u>Emily B. Carr</u> (CORPORATE SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Village Attorney

EXHIBIT A
PLANS & SPECIFICATIONS

EXHIBIT B
SCHEDULE OF VALUES

EXHIBIT C
CERTIFICATES OF INSURANCE

EXHIBIT D
WARRANTY FORMS

CONTRACTOR WARRANTY FORM

PROJECT: Public Works Annual Canal Bank and Land Clearing Contract

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 three years 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 this ____ day of _____, 2014 by _____ He/she (who is personally known to me)/(who has produced _____ as identification) and (did)/(did not) take an oath.

My Commission Expires:

Notary Public State of Florida at large

SUBCONTRACTOR'S MATERIAL AND WORKMANSHIP WARRANTY FORM

PROJECT: Public Works Annual Canal Bank and Land Clearing Contract

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 three years 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 this ____ day of _____, 2014,
by _____. He/she (who is personally known to me)/(who has produced _____
_____ as identification) and (did)/(did not) take an oath.

My Commission Expires:

Notary Public State of Florida at large

EXHIBIT F
FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Public Works Annual Canal Bank and Land Clearing Contract 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 _____ 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 G
FORM OF APPLICATION FOR PAYMENT

APPLICATION FOR PAYMENT NO. _____

Project: Public Works Annual Canal Bank and Land Clearing Contract
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 _____ % Retainage	\$ _____
Amount Due to Date	\$ _____
Less Previous Applications	\$ _____
Amount Due This Application	\$ _____

Original Contract Price	\$ _____
Net Change Orders -Credit	\$ _____
Subtotal	\$ _____
Net Change Orders - Debit	\$ _____
Current Contract Price	\$ _____
Value of Work Remaining to be Done	
(Current Contract Amount – 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).

Dated: _____,

Contractor: _____

Mailing Address: _____

By _____

(Name and Title)

State of _____)
County of _____)ss

Subscribed and Sworn to (or affirmed) before me on this _____ day of _____ by _____ He/She is personally known to me or has presented _____ as identification. Who being so duly sworn, did depose and say that he/she is _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct, and complete.

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)

EXHIBIT H
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 Public Works Annual Canal Bank and Land Clearing Contract 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 this _____ day of _____, 20____, by _____, as _____ of _____, a _____ (state) corporation. He/She is ☐ personally known to me or ☐ has produced _____ as identification.

(stamp)

Print Notary Name: _____

EXHIBIT 1
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 Public Works Annual Canal Bank and Land Clearing Contract, located at Palm Beach County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all liens have been paid in full, except:

<u>NAME OF LIENOR</u>	<u>AMOUNT DUE AND UNPAID</u>
_____	_____
_____	_____

(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)

Subscribed and Sworn to (or affirmed) before me on this _____ day of _____ by _____ He/she is personally known to me or has presented _____ as identification.

_____ Notary Public Signature and Seal	_____ Print Notary Name and Commission No.
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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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 (1.) of this section, in the sum of \$10 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 (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.