

AGREEMENT

Between

VILLAGE OF WELLINGTON

and

ADVANCED ROOFING, INC.
for

CONSTRUCTION SERVICES FOR
PUBLIC WORKS FACILITY WIND RETROFIT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, between VILLAGE OF WELLINGTON a Florida municipal corporation, through its Village Council, (hereinafter referred to as "Village"), and Advanced Roofing, Inc. a Florida Corporation (hereinafter referred to as "Contractor"), having its principal office at 1950 NW 22nd Street, Fort Lauderdale, FL 33311 for Public Works Facility Wind Retrofit (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 _____.
- 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 Jonathan Reinsvold, Village Engineer or designee. 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 41 (whether now attached or which will be attached in the future) (c) the public construction 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". Scope of Work attached hereto as **EXHIBIT "L"**.

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 Completion of all Work within thirty **(30)** days from the Date of Commencement, subject to any authorized extensions of time as set forth in this Agreement. All Work shall be performed in an expeditious manner. Contractor shall reach Final Completion of all Work within thirty **(30)** days of Substantial Completion.

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 **Two Hundred Fifty Dollars (\$250.00)** 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 performance of the Work in accordance with the Contract Documents, subject to adjustment as provided therein for sum of **Two Hundred Twenty-Three Thousand Three Hundred Dollars (\$223,300.00)**, inclusive of all licenses, taxes and fees ("Contract Sum"), which is based on the price(s) in the Schedule of Values. The Contract Sum includes an Owner-Controlled Contingency in the amount of **Twenty Thousand Dollars (\$20,000.00)**, which shall be administered solely at the Village's discretion. 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 cost for Village issued permits only.

7. Payments. Based upon Applications for Payment submitted to and approved by the Project Manager based on Contractor's 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 if applicable. 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 5% of all sums due in any pay period as retainage. 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. 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 withheld by the Village shall be reduced to the value of 150% of the total cost to complete any disputed items on the punch list, which shall be deducted from any amounts due.
- 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 estimated cost to complete each item on the list, 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. Within twenty (20) business days after the punch list is created, the Village shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to 150 percent of the estimated cost to complete the items on the punch list. Upon completion of all items on the punch list, the Contractor may submit a payment request for the amount 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 may 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 or 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 three (3) 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 insured 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 One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each disease, and One Million Dollars (\$1,000,000) aggregate by disease.
- 12.2 Project Specific Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) 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.
 - .8 Primary and Noncontributory Coverage.
- 12.3 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) 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 Intentionally Deleted
- 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 Village of Wellington c/o Insuretrack Insuretech, LLC, PO Box 60840, Las Vegas, NV 89160
- 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. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.
- 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.
- 12.9 The Contractor will deliver to Insuretrack Insuretech, LLC (ITS) Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:
(Certificates need to include the following as the Certificate Holder)

Village of Wellington
c/o Insuretrack Insuretech, LLC
PO Box 60840
Las Vegas, NV 89160

Email: VOW@instracking.com or
Facsimile: +1 (562) 435-2999

Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies

The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy

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 one (1) year from the date of substantial completion or such longer time required by the Contract Documents for particular items (the "Extended Warranties"). The Contractor shall bear all costs of correcting such defective work. Contractor and Subcontractor warranties expressly also include all statutory warranties, all of which are specifically and expressly incorporated herein by reference. The Contractor shall also provide warranties from manufacturers for the specified items and systems within the Contract Documents (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 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.

A Change order must be signed by Department Director and Contractor for any adjustments to the Contract Time; Any changes to the Contract Sum must also be signed by the Deputy or Assistant Village Manager.

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.

18.1 A Public Construction Bond of the form and containing all the provisions of the Public Construction Bond attached hereto and made a part hereof. The Public Construction 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.

If the Bidder considers any portion of its proposal to be confidential and exempt from public disclosure pursuant to Chapter 119, Florida Statutes, Bidder must include both a redacted and an unredacted copy of all claimed exempt materials with its submission and provide Wellington with citations to the Florida Statute(s) that support the claimed exemption. If Bidder does not comply with this section, its materials will not be treated as exempt and will be subject to disclosure if requested thirty (30) days after the public opening or after the intended decision is announced, whichever is earlier.

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

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. R2023-04.

27. Grant – Village of Wellington has entered into a Grant Agreement with State of Florida attached hereto as Exhibit J.

Contractor agrees to be bound by the subcontractor terms of this Agreement. Contractor shall hold the Division of Emergency Management and the Village of Wellington harmless against all claims of whatever nature arising out of the Contractor's performance of work under this Agreement, to the extent allowed and required by law.

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 for 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 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:
Village of Wellington
Attn: Danielle Zembrzusi
12300 Forest Hill Blvd.
Wellington, FL 33414

For Contractor
Advanced Roofing, Inc.
Attn: Robert Kornahrens
1950 NW 22nd Street
Fort Lauderdale, FL 33311

38. The Owner Direct Special Conditions (Sales Tax Information) are incorporated herein by reference.
39. Scrutinized Companies. Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, CONTRACTOR further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.
40. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
41. Exhibits
- | | |
|-----------|--|
| Exhibit A | Plans & Specifications |
| Exhibit B | Schedule of Values |
| Exhibit C | Certificate of Insurance |
| Exhibit D | Warranty Forms |
| Exhibit E | Public Construction Bond Form |
| Exhibit F | Form of Certificate of Substantial Completion |
| Exhibit G | Form for Application for Payment |
| Exhibit H | Bill of Sale Form |
| Exhibit I | Contractor's Affidavit to Owner and Final Release Of Liens |
| Exhibit J | Grant Agreement |
| Exhibit K | Project Schedule |
| Exhibit L | Contractor's Complete Proposal |
42. E-verify. Compliance with F.S. 448.095
Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

[SIGNATURES ON FOLLOWING PAGE]

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

OWNER: Village of Wellington CONTRACTOR: Advanced Roofing, Inc.

By _____
Michael J. Napoleone, Mayor

By _____
Robert Kornahrens, President

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

Attest: _____
Printed Name: _____

(SEAL)

(CORPORATE SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Laurie Cohen, Village Attorney



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
ADVANCED ROOFING, INC.

Filing Information

Document Number	G65116
FEI/EIN Number	59-2360591
Date Filed	10/08/1983
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/25/2024
Event Effective Date	NONE

Principal Address

1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Changed: 04/10/2015

Mailing Address

1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Changed: 04/10/2015

Registered Agent Name & Address

KORNAHRENS, KEVIN
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Name Changed: 04/29/2015

Address Changed: 04/09/2018

Officer/Director Detail

Name & Address

Title PSD

Kornahrens, Robert
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title Treasurer, VP

Kornahrens, Kevin
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title VP

CARRUTH, JASON
200 NORTHSTAR COURT
SANFORD, FL 32771

Title VP

Kornahrens, Michael
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title VP

Sockman, Clinton
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title CFO

KENDRICK, JON MICHAEL
1950 NW 22ND ST
FT. LAUDERDALE, FL 33311

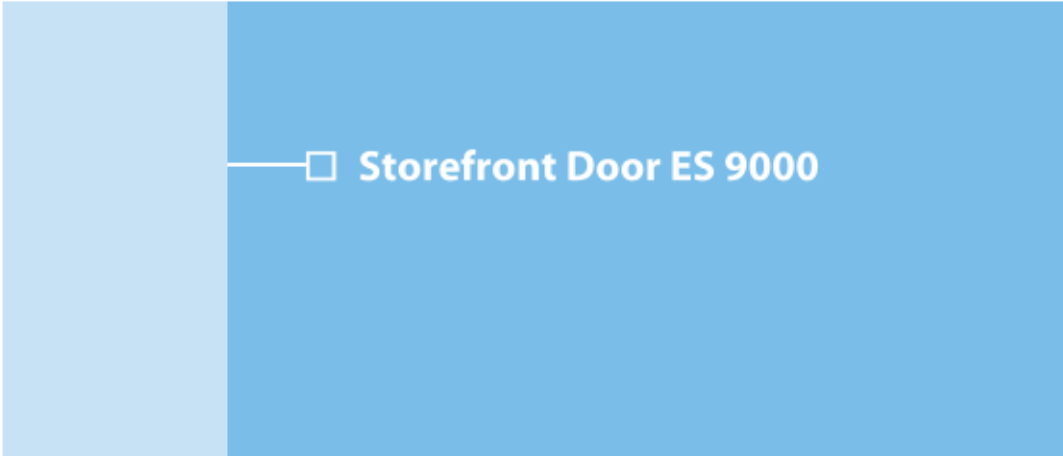
Annual Reports

Report Year	Filed Date
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2024	01/09/2024
2025	02/06/2025

Document Images

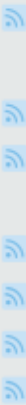
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02/28/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
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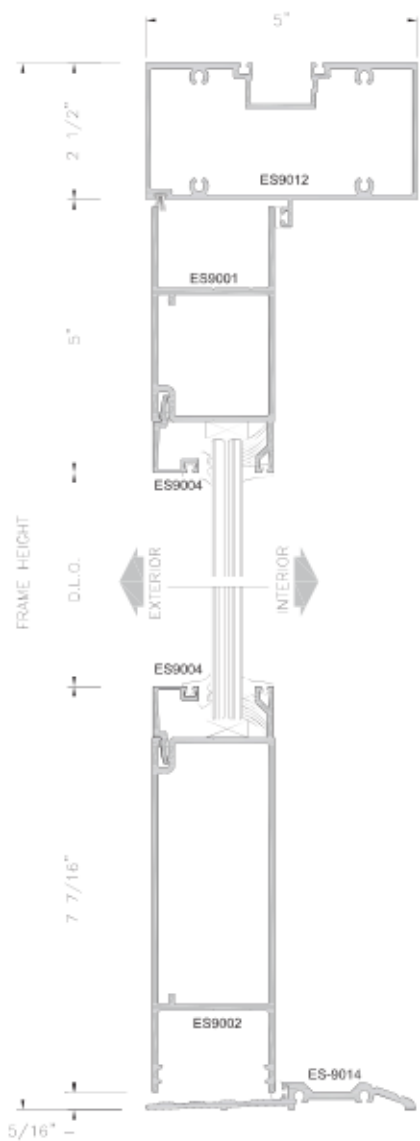
ESWINDOWS

- SPECIFICATIONS:
- Large Missile Impact:
 - Glass configuration: (1/4" HS + + 0.090 PVB+ 1/4 HS)
 - ADA thresholds



X Storefront Door ES 9000

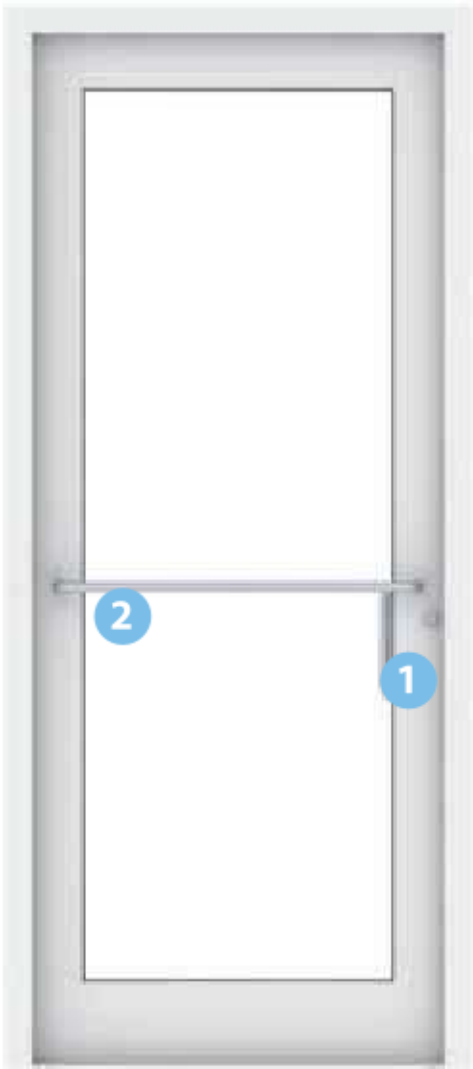
Side view detail



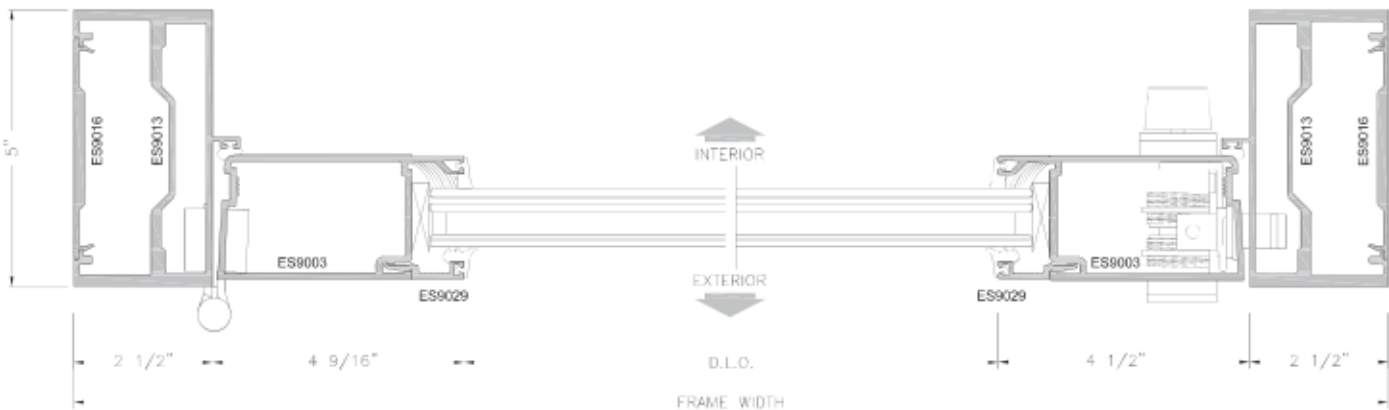
Pull



Push



Top view detail



Solarban® 60 film is a special coating for impact glass that makes windows much better at blocking heat from the sun while still letting in plenty of natural light. In simple terms, it helps keep homes cooler in the summer and warmer in the winter by reducing how much solar energy gets through the glass, and it does this without making windows look dark or tinted.

Key Benefits

- **Energy Savings:** Solarban 60 blocks about 60% of the sun’s heat, which means air conditioners and heaters don’t have to work as hard. This can help lower monthly energy bills.
- **Lots of Natural Light:** Even though it blocks heat, **Solarban® 60** still lets about 70% of light through, so rooms stay bright and inviting.
- **Keeps Interiors Cooler:** By cutting down on the amount of solar energy that gets inside, it keeps living spaces much more comfortable, especially during Florida’s hot summer months.
- **Helps Prevent Fading:** Solarban 60 blocks 79% of the sun’s harmful UV rays, which helps protect furniture, carpets, and curtains from fading.
- **Improves Insulation:** The film also makes a window better at keeping warm air during winter and cool air during summer, providing comfort all year long.

 Configuration

SOLARBAN 60

1/4" Gray
SB60 Surface 2
0.09 pvb
1/4" Clear



Performance

Visible transmittance %	36.0	Solar heat gain coefficient (shgc)	0.41
Exterior visible reflectance %	6.0	U-Value (Winter W/m2*k)	5.3
Interior visible reflectance %	8.0	U-Value (Summer W/m2*k)	4.81
Solar exterior reflectance %	12.0	U-Value (Winter BTU/h*ft2*f)	0.93
Solar transmittance %	17.0	U-Value (Summer BTU/h*ft2*f)	0.85
Shading coefficient (sc)	0.47	Light to Solar Gain (LSG)	0.88

14001 Pierson Rd, Wellington, FL 33414

Report: 67072120

LENGTH DIAGRAM

Total Line Lengths:

Ridges = 122 ft

Hips = 0 ft

Valleys = 0 ft

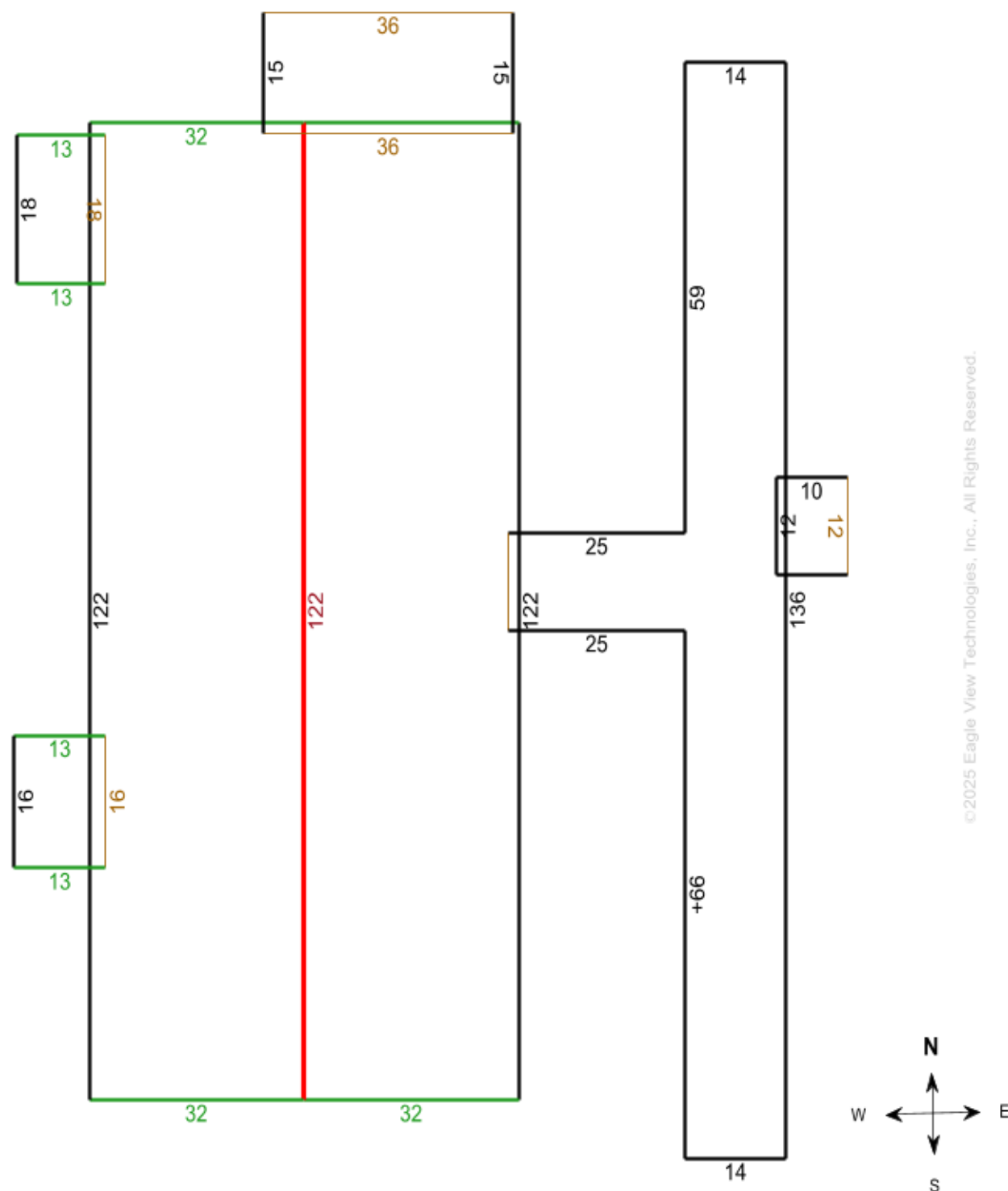
Rakes = 180 ft

Eaves = 681 ft

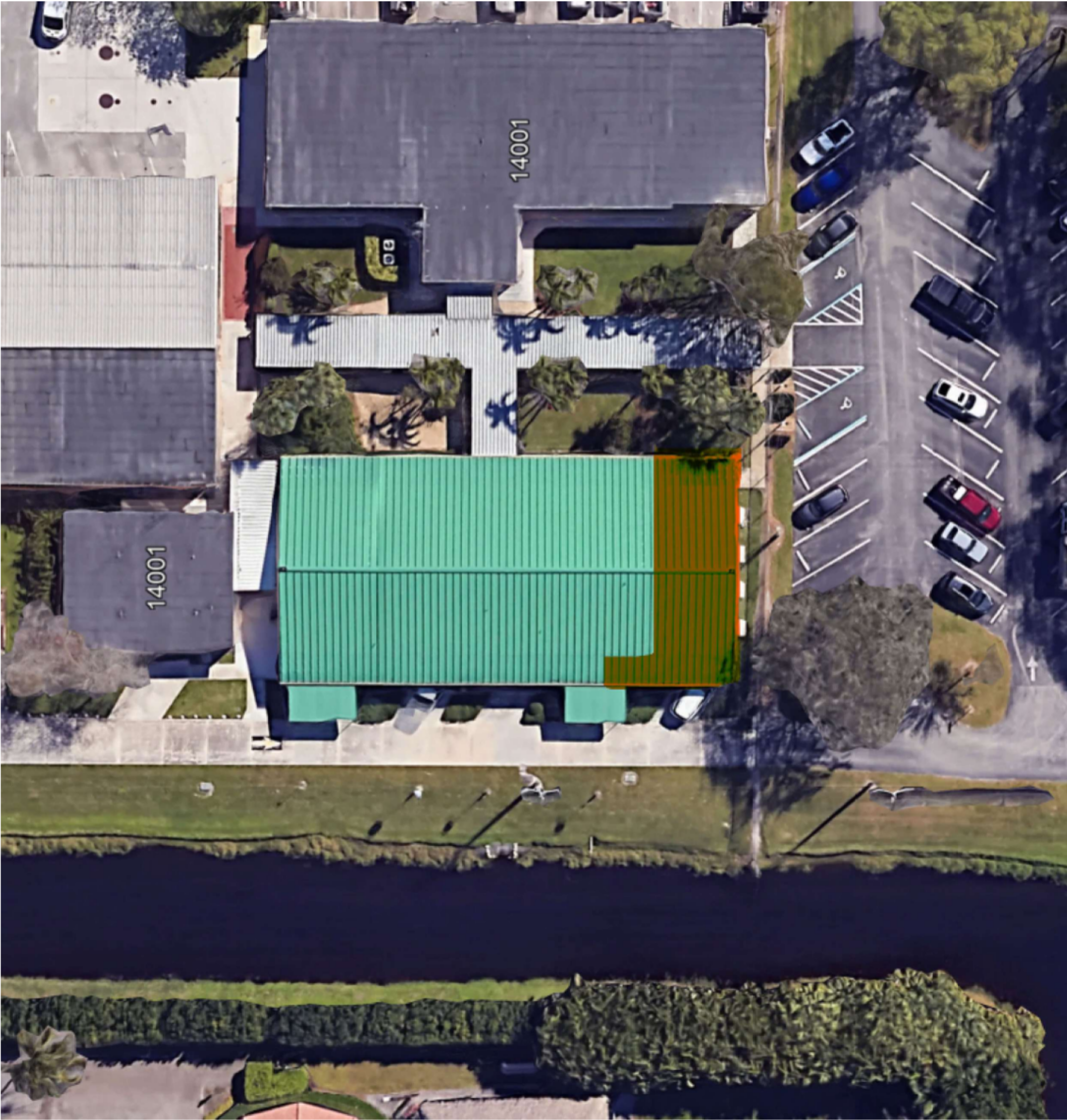
Flashing = 131 ft

Step flashing = 0 ft

Parapets = 0 ft



Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5.0 Feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).





Storefront Door ES 9000

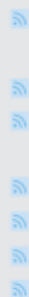
ESWINDOWS

SPECIFICATIONS:

Large Missile Impact:

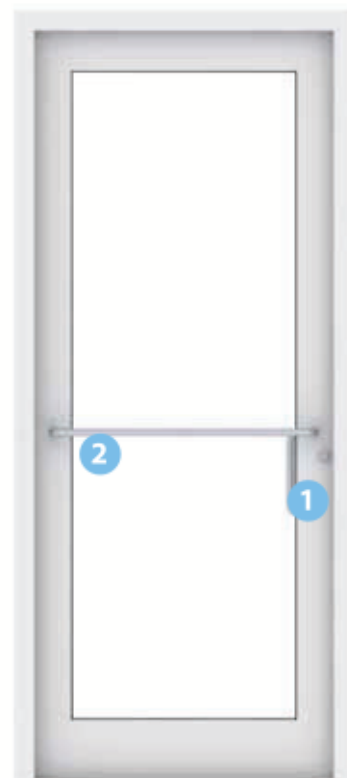
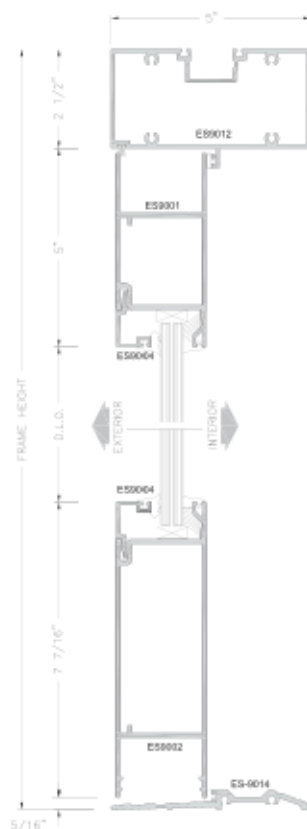
- Glass configuration: (1/4" HS + 0.090 PVB+ 1/4 HS)

ADA thresholds



X Storefront Door ES 9000

Side view detail



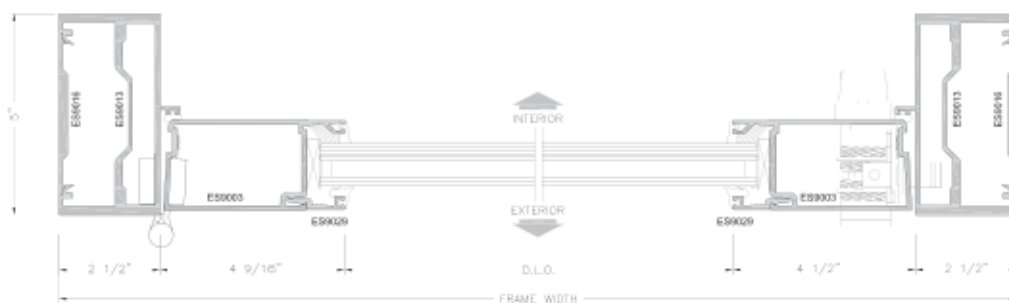
Pull



Push



Top view detail



Solarban® 60 film is a special coating for impact glass that makes windows much better at blocking heat from the sun while still letting in plenty of natural light. In simple terms, it helps keep homes cooler in the summer and warmer in the winter by reducing how much solar energy gets through the glass, and it does this without making windows look dark or tinted.

Key Benefits

- **Energy Savings:** Solarban 60 blocks about 60% of the sun's heat, which means air conditioners and heaters don't have to work as hard. This can help lower monthly energy bills.
- **Lots of Natural Light:** Even though it blocks heat, **Solarban® 60** still lets about 70% of light through, so rooms stay bright and inviting.
- **Keeps Interiors Cooler:** By cutting down on the amount of solar energy that gets inside, it keeps living spaces much more comfortable, especially during Florida's hot summer months.
- **Helps Prevent Fading:** Solarban 60 blocks 79% of the sun's harmful UV rays, which helps protect furniture, carpets, and curtains from fading.
- **Improves Insulation:** The film also makes a window better at keeping warm air during winter and cool air during summer, providing comfort all year long.

Configuration

SOLARBAN 60

1/4" Gray

SB60 Surface 2

0.09 pvb

1/4" Clear

Solarban 60



Gray, 1/4"
0.09 pvb
Clear, 1/4"

Performance

Visible transmittance %	36.0	Solar heat gain coefficient (shgc)	0.41
Exterior visible reflectance %	6.0	U-Value (Winter W/m2*k)	5.3
Interior visible reflectance %	8.0	U-Value (Summer W/m2*k)	4.81
Solar exterior reflectance %	12.0	U-Value (Winter BTU/h*ft2*f)	0.93
Solar transmittance %	17.0	U-Value (Summer BTU/h*ft2*f)	0.85
Shading coefficient (sc)	0.47	Light to Solar Gain (LSG)	0.88

FIXED WINDOW

www.eswindows.com

ES-MX1500

System description

- ES-MX1500 is an impact-rated fixed window.
- LMI (Large missile impact) and SMI (Small missile impact).
- Frame depth: 2 5/16".
- Designed for 5/16" annealed glass and 7/16" heat strengthened glass.

Features

- Flange frame available.
- Low-E Solarban 70 available.
- PVB laminated glass with coating options available.
- Architectural shapes available.

Test & Certifications

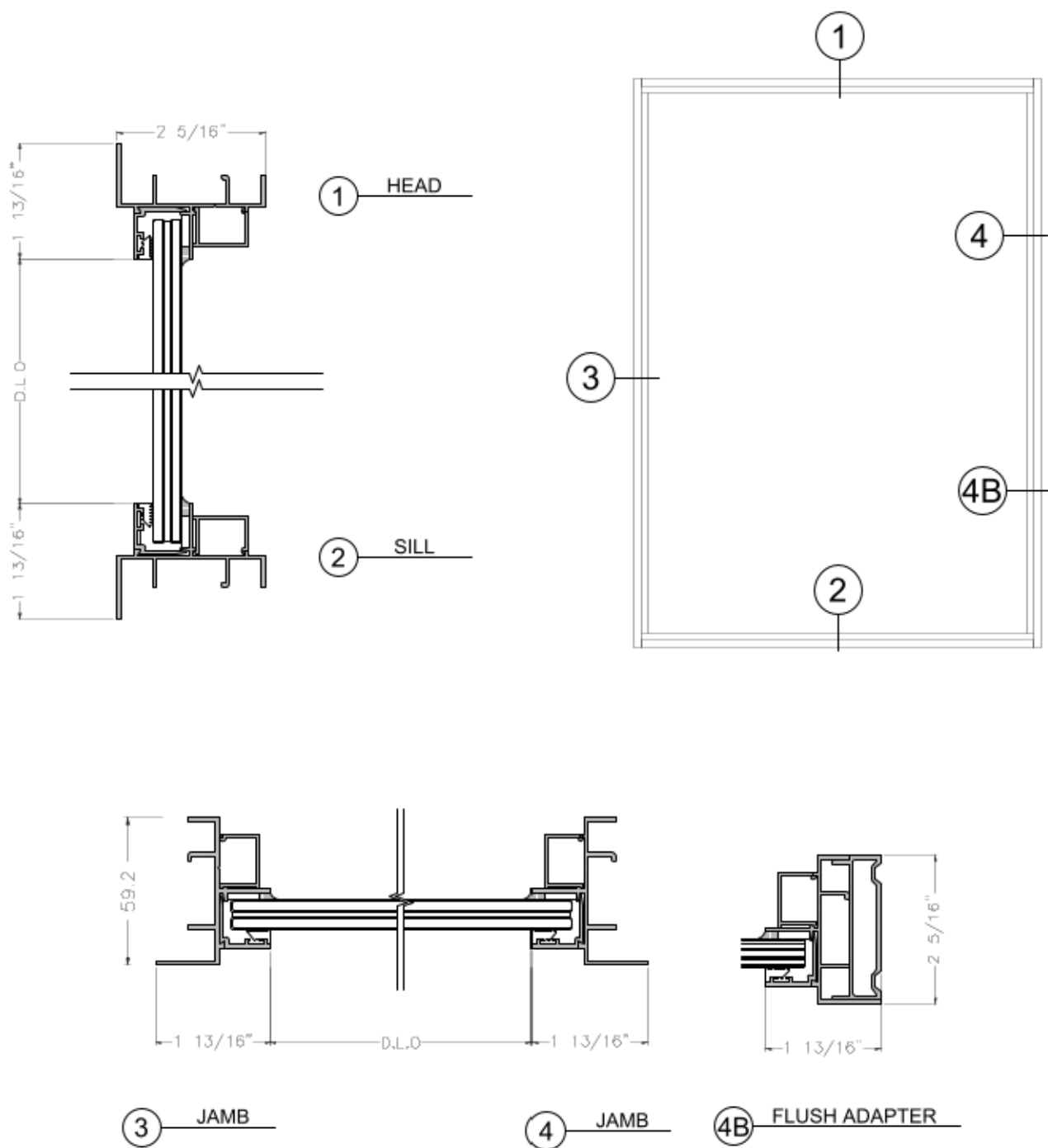
- Water infiltration: 15 psf.
- Design load:
+70/-80 psf. (LMI) +100/-140 psf. (SMI)

Configurations



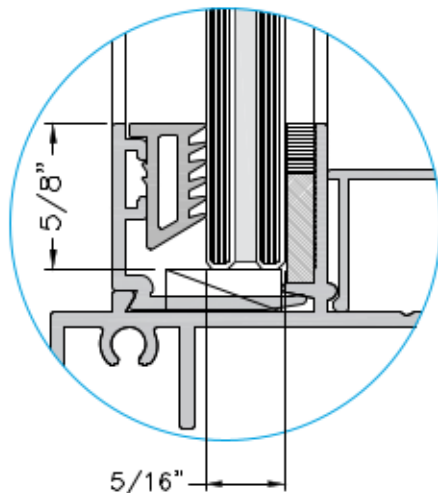
SEE PAGE TWO FOR SHAPES AVAILABLE

Shapes available



Glazing options

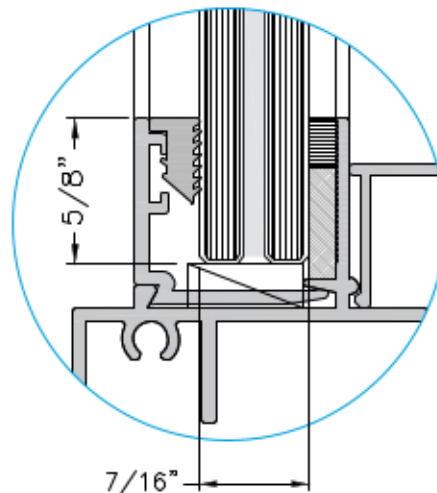
Laminated glass



Designed for 5/16" laminated glass:

1/8" ANN + 0.09 PVB + 1/8" ANN

Laminated glass



Designed for 7/16" laminated glass:

3/16" HS + 0.09 PVB + 3/16" HS

GLASS FINISH:

PAINTED, SERIGRAPHY, DIGITAL PRINTED

For more information please contact TECNOGLASS® or visit www.tecnoglass.com

Aluminum

ALLOY 6063-T6
ALLOY 6005-T5

For further information about aluminum and finishes, consult ALUTIONS®.

Sealant

APROVED SILICONE SEALS:

WEATHERPROOFING SILICONE:

Used to seal profile unions to avoid air and water infiltration.

- Dowsill 791

STRUCTURAL SILICONE:

Besides acting as a sealant it is capable to support high loads. This silicone is commonly used to support the glass in facades and hurricane resistant products.

- Dowsill 983
- Dowsill 995

Measurements

Maximum sizes:

Maximum size: 36" x 120"

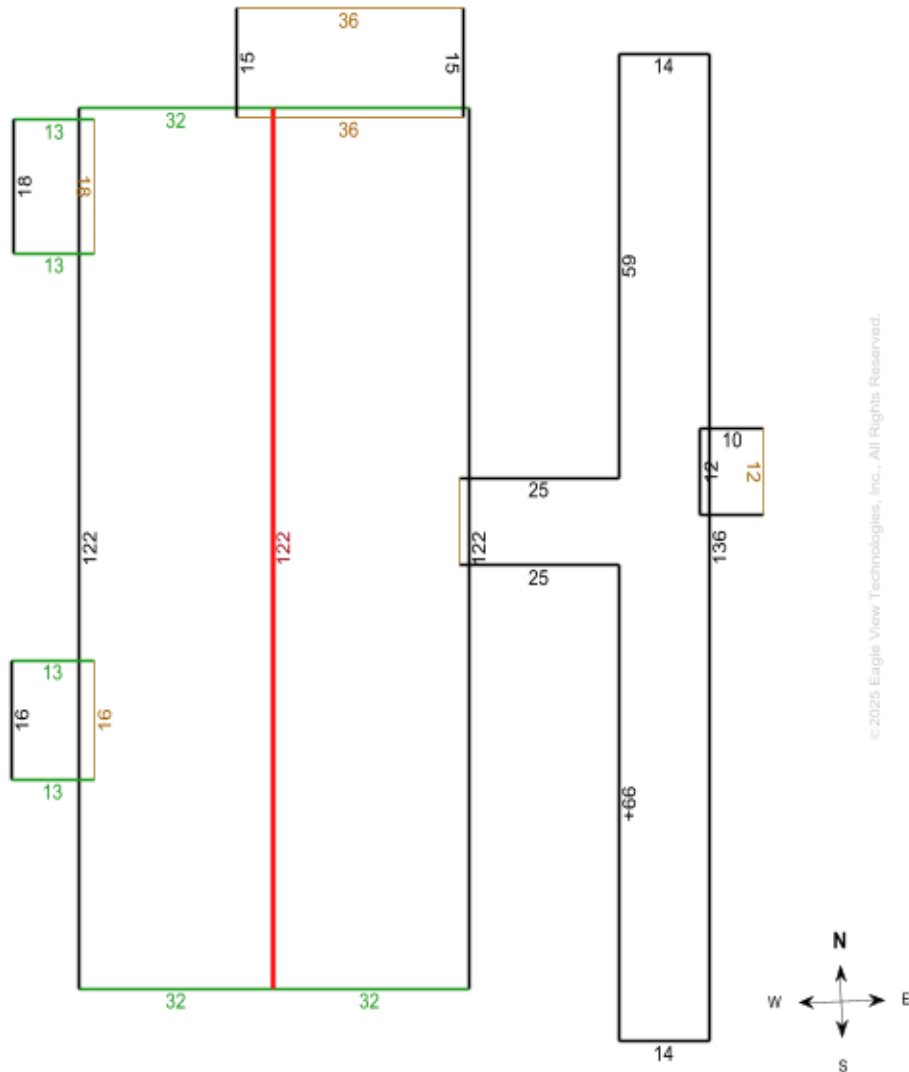
Minimum size: 15" x 15"

14001 Pierson Rd, Wellington, FL 33414

Report: 67072120

LENGTH DIAGRAM

Total Line Lengths:

Ridges = 122 ft
Hips = 0 ft
Valleys = 0 ft
Rakes = 180 ft
Eaves = 681 ft
Flashing = 131 ft
Step flashing = 0 ft
Parapets = 0 ft


Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5.0 Feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).



Phone (954) 522-6868 | Toll-Free (800) 638-6869 | www.advancedroofing.com
1950 NW 22nd St. Fort Lauderdale, FL 33311

Project: WELLINGTON PUBLIC WORKS BLDG



Front sign property



Address



Front building



Front building



Roof overview



Roof overview

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1950 NW 22nd St. Fort Lauderdale, FL 33311



Roof overview



Roof overview



Roof overview



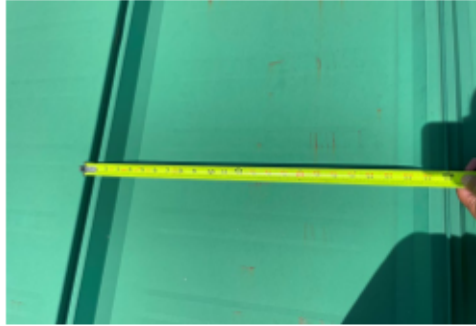
Roof overview



Roof overview



Roof overview



Metal roof profile 24" rise to rise



24"



Rise 3"



1" up to rise



Rise width 1 1/2"



Ridge width 14"



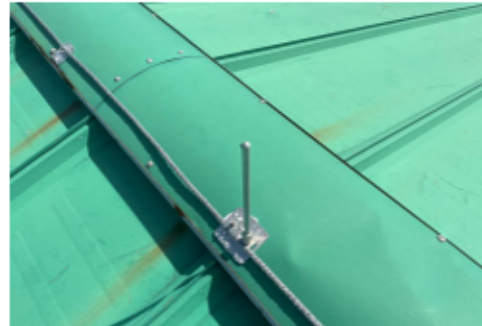
Ridge with LP



Screws on metal bracket



Metal bracket



LP on ridge



LP on roof



LP



LP on rubber



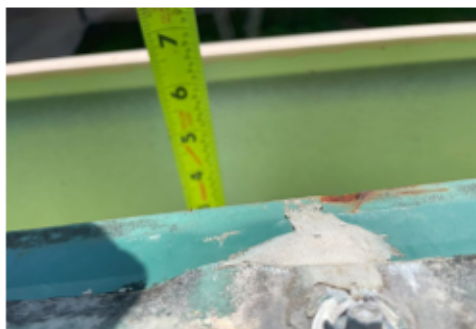
Gutter bracket thru drip edge



Gutter



Gutter



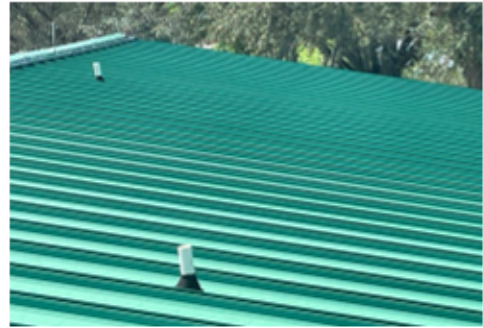
Gutter



Gutter



Gutter attachment 34"



VTRs



Roof view



Roof view



Downspouts



Downspouts

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Downspouts



Building view



Building view



Building view



Building view



Building view

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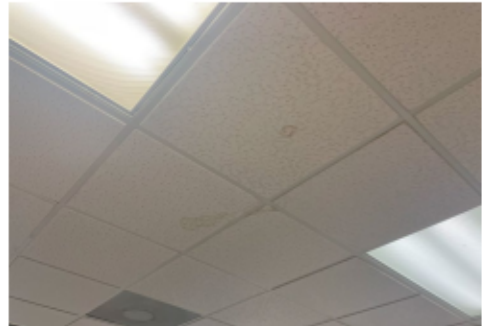
Building view



Building view



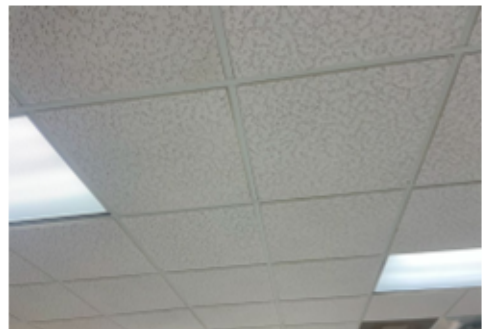
Overhang



Interior



Interior



Interior



Interior



Beams and insulation



Beams and insulation



Beams and insulation



Beams and insulation



Gate entry



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1950 NW 22nd St. Fort Lauderdale, FL 33311



Gate entry



Front building

EXHIBIT "B"
SCHEDULE OF VALUES

Contractor's Price Proposal - Summary

Date: October 22, 2025

Re: IQC Master Contract #: FL-R3-RW-092524-ADR
Work Order #: 148051.00
Owner PO #:
Title: Village of Wellington - Public Works Facility Wind Retrofit
Contractor: Advanced Roofing Inc
Proposal Value: \$223,300.00

Section - 01	\$5,030.91
Section - 06	\$2,413.92
Section - 07	\$114,622.11
Section - 08	\$101,233.06
Proposal Total	\$223,300.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: October 22, 2025

Re: IQC Master Contract #: FL-R3-RW-092524-ADR
 Work Order #: 148051.00
 Owner PO #:
 Title: Village of Wellington - Public Works Facility Wind Retrofit
 Contractor: Advanced Roofing Inc
 Proposal Value: \$223,300.00

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$3,300.00
				Installation	
				Quantity	
				3,000.00	
				x	
				Unit Price	
				1.00	
				x	
				Factor	
				1.1000	
				=	
				Total	
				3,300.00	
				Payment and Performance e bond at 1.5%	
2	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$18,279.87
				Installation	
				Quantity	
				-18,279.87	
				x	
				Unit Price	
				1.00	
				x	
				Factor	
				1.0000	
				=	
				Total	
				-18,279.87	
				Discount given to customer due to catlog pricing and certain project specifics	
3	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$20,000.00
				Installation	
				Quantity	
				20,000.00	
				x	
				Unit Price	
				1.00	
				x	
				Factor	
				1.0000	
				=	
				Total	
				20,000.00	
				Owner Controlled Contingency at 10% for latent conditions upon customer request	
4	01 22 23 00 1010		WK	85 To 90 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$10.78
				Installation	
				Quantity	
				0.00	
				x	
				Unit Price	
				10,777.01	
				x	
				Factor	
				1.0000	
				=	
				Total	
				10.78	
Subtotal for Section - 01					\$5,030.91
Section - 06					
5	06 11 16 00 0174		LF	2" x 6" Pressure Treated Lumber, For Roofing Nailers	\$2,413.92
				Installation	
				Quantity	
				782.00	
				x	
				Unit Price	
				2.53	
				x	
				Factor	
				1.2201	
				=	
				Total	
				2,413.92	
				Due to rib height 2 layers of wood nailers needed. Total LF has 5% waste.	
Subtotal for Section - 06					\$2,413.92
Section - 07					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 148051.00

Work Order Title: Village of Wellington - Public Works Facility Wind Retrofit

Section - 07

6	07 22 16 00 0174	SF	3" Thick, R11.55, Molded Expanded Polystyrene, Roof Board Insulation (MEPS), Mechanically Fastened						\$44,813.05
		Installation	Quantity	Unit Price	Factor	=	Total		
			7,700.00	4.77	1.2201	=	44,813.05		
7	07 51 13 00 0177	SQ	60 Mil Thermoplastic Polyolefin (TPO) Polyester White Membrane						\$28,625.86
		Installation	Quantity	Unit Price	Factor	=	Total		
			77.00	304.70	1.2201	=	28,625.86		
			added 5% waste with membrane						
8	07 54 23 00 0013	EA	Up To 3" Pipe Diameter, Prefabricated Thermoplastic Polyolefin (TPO) Pipe Cone/BootIncludes attaching the boot to the membrane, caulking around the pipe and installing a draw band.						\$299.41
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	57.49	1.2201	=	280.57		
		Demolition	4.00	3.86	1.2201	=	18.84		
9	07 62 19 00 0032	LF	>9" To 12" Girth, 0.040" Thick, KYNAR 500® Finish, Aluminum Drip Edge						\$12,699.48
		Installation	Quantity	Unit Price	Factor	=	Total		
			372.00	27.98	1.2201	=	12,699.48		
			7% waste factored						
10	07 73 00 00 0018	SF	1/2" Thick, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board, Mechanically Fastened (Georgia-Pacific DensDeck®)						\$28,184.31
		Installation	Quantity	Unit Price	Factor	=	Total		
			7,700.00	3.00	1.2201	=	28,184.31		

Subtotal for Section - 07

\$114,622.11

Section - 08

11	08 42 29 33 0002	EA	Concealed Single Door Swing Door Operator, Up To 350 LB PanelFor new storefront or existing concealed operator installations.						\$29,366.81
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	3,720.95	1.2201	=	27,239.59		
		Demolition	6.00	290.58	1.2201	=	2,127.22		
			ES 9000 Storefront Door 76x86 Aluminum						
12	08 51 13 00 0166	EA	>6 To 10 SF, 3-1/4" Frame Depth, HC 80, Overlap, Fixed Over Vent, Projected Aluminum Window (Traco TR-3400/3500)						\$71,344.69
		Installation	Quantity	Unit Price	Factor	=	Total		
			22.00	2,604.48	1.2201	=	69,909.97		
		Demolition	22.00	53.45	1.2201	=	1,434.72		
			MX 1500 Impact Fixed Window						
13	08 71 11 00 0772	EA	Push Or Pull Exit Paddle For Storefront Aluminum DoorAluminum with dark bronze or satin aluminum finish.						\$521.56
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	129.39	1.2201	=	473.61		
		Demolition	3.00	13.10	1.2201	=	47.95		
			Option 3 Alternate for push and pull handle						

Subtotal for Section - 08

\$101,233.06

Proposal Total

\$223,300.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

EXHIBIT D
WARRANTY FORMS

CONTRACTOR WARRANTY FORM

PROJECT: PUBLIC WORKS FACILITY WIND RETROFIT

OWNER: VILLAGE OF WELLINGTON

CONTRACTOR:

Contractors does hereby warrant to the Owner, that all labor and materials furnished, and Work performed in conjunction with the above-referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective labor, materials or workmanship. This warranty commences on the date of Substantial Completion of the entire Project (as defined in the Contract Documents), and expires after the later of one year from the date of Substantial Completion of the entire Project, or such longer time periods for particular items according to the specifications listed in the Contract Documents. The consideration for this warranty is the amount of the Contract to Contractor for the performance of Work.

Should any defect or deficiency develop during the warranty period due to improper labor, materials, workmanship or otherwise, the same, including adjacent Work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give the Contractor written notice of defective Work. Should Contractor fail to correct defective Work within three (3) calendar days after receiving written notice, the Owner may, at its option, correct defects and charge the Contractor with the costs for such correction. Contractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to Work which has been abused or neglected by the Owner.

By: _____
Name and Title: _____
Date: _____

STATE OF FLORIDA)

SS:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____ as _____ (INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

My Commission Expires:

Notary Public State of Florida at large

SUBCONTRACTOR'S MATERIAL AND WORKMANSHIP WARRANTY FORM

PROJECT: PUBLIC WORKS FACILITY WIND RETROFIT

OWNER: VILLAGE OF WELLINGTON

CONTRACTOR:

SUBCONTRACTOR:

Subcontractor does hereby warrant to the Owner, that all labor and materials furnished, and Work performed in conjunction with the above-referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective labor, materials or workmanship. This warranty commences on the date of Substantial Completion of the entire Project (as defined in the Contract Documents), and expires in accordance with the longer of one year from the date of Substantial Completion or the durations listed in the specifications in the Contract Documents for the Subcontractor's Work. The consideration for this warranty is the amount of the Contract to Subcontractor for the performance of Work.

Should any defect or deficiency develop during the warranty period due to improper labor, materials, workmanship or otherwise, the same, including adjacent Work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give the Contractor and/or Subcontractor written notice of defective Work. Should Subcontractor fail to correct defective Work within three (3) days after receiving written notice, the Owner may, at its option, correct defects and charge the Subcontractor with the costs for such correction. Subcontractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to Work which has been abused or neglected by the Owner.

SUBCONTRACTOR

By: _____
Title: _____
Date: _____

STATE OF FLORIDA)

SS:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____ as _____ (INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.], (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

My Commission Expires:

Notary Public State of Florida at large

EXHIBIT E

Public Construction Bond

Bond No.: _____

Project No.: _____

BY THIS BOND, We _____, a corporation whose principal business address and telephone number are _____ as Principal and _____, a corporation whose principal business address and telephone number is _____, as Surety, are bound to the **Village of Wellington**, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of Public Works Facility Wind Retrofit, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, _____.

PRINCIPAL _____

(A Florida Corporation, licensed to do business in Florida)

ADDRESS _____

(Signature of President or Vice President)

BY: _____ Typed Name, Title: _____

ATTEST:

(Signature of other corporate officer)

BY: _____ Typed Name, Title: _____

(Corporate Seal) (if available)

(SURETY SIGNATURE BLOCK)

_____, SURETY (Type Name)

ADDRESS: _____

BY: _____
(Signature)

Type Name: _____, its attorney-in-fact

(Power of Attorney must be attached)

WITNESS SIGNATURE: _____ PRINTED NAME: _____

WITNESS SIGNATURE: _____ PRINTED NAME: _____

IMPORTANT: Surety companies executing this Bond must appear on and have sufficient bonding capacity per the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

EXHIBIT F
FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: PUBLIC WORKS FACILITY WIND RETROFIT
CONTRACT NO.: **148051.00**

CONTRACTOR: _____

DATE OF ISSUANCE: _____ NOTICE TO PROCEED DATE: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by CONTRACTOR under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

Definition of Date of Substantial Completion

The Date of Substantial Completion of the work or portion thereof designated by VILLAGE is the date certified by VILLAGE when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work is sufficiently complete in accordance with the Contract Documents including, but not limited to Article 38, so the Project is available for beneficial occupancy by VILLAGE. A Certificate of Occupancy must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

A list of items to be completed or corrected, prepared by VILLAGE, is attached hereto. The failure to include any items on such list does not alter the responsibility of CONTRACTOR to complete all work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

CONTRACTOR

By: _____ DATE: _____

Print Name: _____

In accordance with the Agreement, CONTRACTOR will complete or correct the work on the list of items attached hereto within 15 days from Substantial Completion.

CONTRACTOR

By: _____ DATE: _____

Print Name: _____

VILLAGE accepts the Work or portion thereof designated by VILLAGE as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

VILLAGE OF WELLINGTON

By: _____ DATE: _____

Title

The responsibilities of VILLAGE and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

EXHIBIT G
FORM OF APPLICATION FOR PAYMENT
APPLICATION FOR PAYMENT NO. _____

Project: Public Works Facility Wind Retrofit
Start Date: _____

Contractor: _____
Completion Date: _____

Application is made for payment, as hereinafter shown, in connection with this Contract:

Total Work to Date – see attached schedule	\$ _____
Total Material Suitably Stored – see attached schedule	\$ _____
Gross Amount Due	\$ _____
Less 5% Retainage	\$ _____
Amount Due to Date	\$ _____
Less Previous Applications	\$ _____
Amount Due This Application	\$ _____
Original Contract Price	\$ _____
Net Change Order – Credit	\$ _____
Subtotal	\$ _____
Net Change Order – Debit	\$ _____
Current Contract Price	\$ _____
Value of Work Remaining to be Done (Current Contract Price minus Gross Amount Due)	\$ _____

Contractor's Certification – The undersigned Contractor certifies that:

- (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____, inclusive; and
- (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).
- (3) Contractor, in consideration of payment of the Amount Due this Application, hereby waives and releases its claims, lien and right to claim a lien, if any, for labor, services, or material furnished through the Payment Period to the Village of Wellington on the Project (defined above). This waiver and release does not cover any retention on labor, services, or material furnished after the Payment Period.

Dated: _____, _____

Contractor: _____

Mailing Address: _____

By _____

Name and Title _____

State of _____)
County of _____)ss

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____ as _____ (INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

Notary Public Signature and Seal

Print Notary Name and Commission No.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

WELLINGTON DESIGNEE

Date: _____

By: _____

(Name)

(Title)

Engineer's Certification (if applicable) In accordance with the contract documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount above.

Date: _____

By: _____

EXHIBIT 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 **Pubic Works Facility Wind Retrofit** consisting of the components set forth in the final schedule of values as described in Exhibit "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators and assigns forever.

AND, it does, for itself and its successors and assigns covenant to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this _____ day of _____, 20____.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Signature

Name:

Title:

Print Name

[Corporate Seal]

Signature

Print Name

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____ as _____ (INSERT TITLE), of _____ (INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.), (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

(stamp)

Print Notary Name:_____

EXHIBIT I
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 Facility Wind Retrofit, located at Palm Beach County, Florida.

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

<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:

By: _____ (Seal) _____ (Entity)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____ as _____ (INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.], (insert status ie: a corporation existing under the laws of the State of _____), ☐ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

Notary Public Signature and Seal

Print Notary Name and Commission No.

EXHIBIT J

Grant Agreement
Village of Wellington and Division of Emergency Management



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

September 02, 2025

Tanya Quickel
Deputy Village Manager
12300 Forest Hill Blvd
Wellington, Florida 33412

Re: Project #DEM-HL00117, Village of Wellington

Dear Ms. Quickel:

Enclosed is the executed Hurricane Loss Mitigation Program (HLMP) contract number B0250 between Village of Wellington and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Jillian.Holzman@em.myflorida.com. The Project Manager for this contract is:

Jillian Holzman, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Jillian Holzman at (850) 815-4515.

Respectfully,

Laura Dhuwe

Digitally signed by Laura
Dhuwe
Date: 2025.09.18 11:27:41
-04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: B0250
Project Number: DEM-HL00117

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Village of Wellington, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests

payment.

b. The Division's Grant Manager for this Agreement is:

Jillian Holzman
HLMP Program Manager
2555 Shumard Oak Blvd
Tallahassee, FL 32399
Telephone: 850-815-4515
Email: Jillian.Holzman@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Tanya Quickel
Deputy Village Manager
12300 Forest Hill Blvd.
Wellington, FL 33412
Telephone: 561-791-4113
Email: tquickel@wellingtonfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2025 and shall end on June 30, 2026, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$224,920.00.
- d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable

discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the

public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may

take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether

building permits, as well as all applicable Florida Building Codes, local building codes, industry standards, and Manufacturer's Specifications.

A request for closeout must be received by the Division on or before June 15, 2026.

(B) Deliverables

Mitigation activities consist of providing protection to Village of Wellington Public Works Administration Building located at Wellington, Palm Beach County, Florida.

The HLMP project shall provide protection to the Village of Wellington Public Works Administration Building by installing wind retrofitted roof decking, impact glass, and impact windows.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS

(A) Engineering

- 1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Recipient shall submit a signed and sealed final copy of the completed project's as-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Recipient shall submit a final copy of any electrical designs, specifications, and/or drawings elaborated to complete the job, as applicable.
- 5) The Recipient shall submit a certified letter of completion from the Engineer of Record, as applicable. The Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards) satisfying the protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Recipient shall follow all applicable State and Local Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate State and Local permits and clearances may jeopardize funding.

(B) Environmental

- 1) The Recipient shall follow all applicable state and local laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate state and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition, or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by the Division but done substantially at the same time) shall require resubmission to the Division for reevaluation of compliance prior to initiation of any work. Non-compliance with the requirements may jeopardize the Division's ability to fund this project. A change in the scope of work shall be approved by the Division in advance regardless of the budget implications.

that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

Attachment I – Florida Accountability Contract Tracking System

Attachment J – Foreign Country of Concern Affidavit

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

t. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant

or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

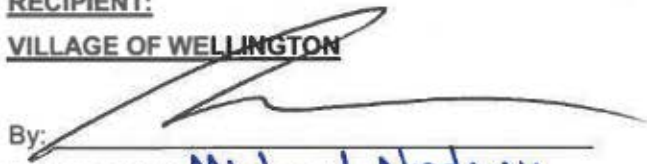
(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

VILLAGE OF WELLINGTON

By: 

Name and title: Michael Napoleone

Date: 8/12/2023

FID# 65-0645105

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Laura Dhuwe

Digitally signed by Laura Dhuwe
Date: 2025.09.18 11:27:29 -04'00'

By: _____

Name and Title: Kevin Guthrie, Director

Date: 18-SEP-2025

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Hurricane Loss Mitigation Program

Catalog of State Financial Assistance number: 31.066

Amount of State Funding: \$224,920.00

ATTACHMENT A
SCOPE OF WORK AND BUDGET

STATEMENT OF PURPOSE

The purpose of this Scope of Work is to provide protection to the Village of Wellington Public Works Administration Building, in Wellington, Palm Beach County, Florida, funded through the Hurricane Loss Mitigation Program (HLMP) DEM-HL00117, as approved by the Florida Division of Emergency Management (Division).

The Recipient, Village of Wellington, agrees to administer and complete the project per scope of work as submitted by the Recipient and subsequently approved by the Division. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW

As a Hurricane Loss Mitigation Program (HLMP) project, the Recipient shall provide protection to the Village of Wellington Public Works Administration Building located at Wellington, Palm Beach County, Florida.

The HLMP project shall provide protection to the (Village of Wellington Public Works Administration Building by installing wind retrofitted roof decking, impact glass, and impact windows.

TASKS AND DELIVERABLES

(A) Tasks

Task 1: Procurement

Based on the approved scope of work, the Recipient shall procure the services of a Qualified and Licensed Florida Contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and in accordance with the Recipient's procurement policy as well as all State Laws and Regulations. All procurement activities shall contain sufficient source documentation.

Per Section 17 Subcontracts of this Agreement, if the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Final procurement documentation is due within sixty (60) dates of the contract execution date.

Task 2: Construction

Upon approval of Task 1 by the Division, the construction phase shall commence.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in state and federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient within 10 days of execution.

The Recipient shall provide copies of professional licenses for contractors selected to perform services.

The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

Task 3: Reimbursement and Expenses

During the course of this agreement, the Recipient shall submit requests for reimbursement. The HLMP grant is a cost-reimbursement grant. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient upon successful completion of each deliverable. Any costs incurred prior to an award and after the period of agreement end date, will not be eligible for reimbursement.

Adequate and complete source documentation shall be submitted to support all costs (state share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract, and subcontract award documents.

Construction Expense: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipients shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement (fifteen (15) calendar days after the close of the quarter) prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

- 1) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name and service provider and any other pertinent information,
- 2) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services, and
- 3) Clear identification of the amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

Task 4: Close-Out Package and Final Inspection

The Recipient shall monitor and manage the procurement and installation of all products in accordance with the PIS and associated documentation as presented to and approved by the Division. The Recipient shall ensure that all applicable State and Local Laws and Regulations are followed and documented, as appropriate.

The Recipient shall fully perform the approved project, as described in the PIS, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project's terms and conditions.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include (as applicable):

- 1) Copy of Permit(s), notice of commencement.
- 2) Local Building Official Inspection Report and Final Approval.
- 3) A copy of electrical designs, specifications, and/or drawings elaborated to complete the scope.
- 4) Signed and Sealed copy of the as-built plans, as applicable.
- 5) Certified Letter of Completion, as applicable:
 - a. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - b. Certifying Compliance with all applicable codes.
- 6) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) Proof of compliance with Project Conditions and Requirements contained herein.

A post inspection must be carried out by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued

- 3) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

(C) Programmatic

- 1) The Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division shall approve of any change in the scope of work in advance, regardless of the budget implementations.
- 3) The Recipient must obtain "prior written approval" for any budget revision from the Division.
- 4) Any requests for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of sixty (60) days prior to the expiration date, for Division consideration and processing.
- 5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 6) Project Management Costs: If requested in the application, HLMP program provides funding to Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a. Project management costs must be reasonable, allowable, allocable and necessary to the overall project.
 - b. Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c. Project management costs cannot exceed 5% of the total project costs awarded.
 - d. Project management costs are state funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e. If the final project reconciliation results in a reduction of total project costs, any resulting project management cost overpayment shall be reimbursed back to the Division prior to closeout.
- 7) A request for final inspection and closeout must be received by the Division on or before June 15, 2026.
- 8) Final inspection request documentation must be received, including:
 - a. Request for Final Inspection on Recipient letterhead identifying the HLMP project number, contract number, and must include the following statements:
 - i. The project is 100% complete,
 - ii. The approved Scope of Work per this project and agreement has been completed and
 - iii. All relevant building Codes and Standards have been satisfied.
 - b. Electronic folders for each individual structure. The folders must have PDF formatted documents for each of the following:
 - i. Color photographs documenting mitigation work (pre and post)
 - ii. Building Permit
 - iii. Post-Inspection Reports/Certificates of Completion for each structure,
 - iv. Florida Approved Product Codes or Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals
 - v. All applicable Lien Waivers
 - c. An Electronic Spreadsheet to include:
 - i. Property Owner's Name
 - ii. Property Address
 - iii. Pre and Post Inspection Dates
 - iv. Mitigation Measures Completed
 - v. Total Mitigation Cost

- 9) Ten percent of the project's total approved budget must be held by the Division until the final inspection is complete. The "Final Reimbursement Request" must be submitted by August 15, 2026.

FINANCIAL CONSEQUENCES

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient,
- 2) Disallow all or part of the cost of the activity or action not in compliance,
- 3) Wholly or partly suspend or terminate the current award for the Recipient's program,
- 4) Withhold further awards for the program, or
- 5) Take other remedies that may be legally available.

KEY DATES

The Division retains the right to review all Recipients for performance. The key dates are designed to aid the Recipient in fully expending the grant funding awarded. The Division will monitor the Recipient's performance by using the following dates as project milestones. Should the Recipient not be able to adhere to this schedule, please contact the Division immediately for consideration and instructions to request a period of performance extension.

Table 1:

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Procurement and PIS Submission	No later than 60 days post contract execution.	Refer to Task 1: Procurement
Deliverable 2: Construction	To be completed by June 1, 2026.	Refer to Task 2: Construction
Deliverable 3: Reimbursements	To be submitted at least quarterly.	Refer to Task 3: Reimbursement and Expenses
Deliverable 4: Final Inspection & Close-Out Package	No later than June 15, 2026.	Refer to Task 4: Close-Out Package and Final Inspection
Submission of Quarterly Reports	No later than 15 days after the end of the quarter.	Quarterly Reports are due on September 30, December 31, March 31, and June 30.

FUNDING SUMMARY TOTALS

Budget

State Share:	\$224,920.00	(100%)
Local Share:	\$0.00	(0%)
Total Project Cost:	\$224,920.00	(100%)

***Line-Item Budget**

	Project Cost	State Share	Local Share
Impact Glass	\$46,000.00	\$46,000.00	\$0.00
Impact Doors	\$31,500.00	\$31,500.00	\$0.00
Roof Decking	\$147,420.00	\$147,420.00	\$0.00
Project Total:	\$0.00	\$0.00	\$0.00

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

This is HLMP Project Number DEM-HL00117, Village of Wellington. The Period of Performance shall begin upon the award date of July 1, 2025 and ends on **June 30, 2026**.

Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Windstorm loss mitigation; Requirements for Roofs and Opening Protection

Attachment C
Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
 - (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
 - (i) It will comply with the provisions of 5 U.S.C. Sections 7321-7326 (further known as the Hatch Act) which limits the political activities of employees;
 - (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001-4131, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.
- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may

eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (u) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 54 U.S.C. 3125

- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
 - (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
 - (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
 - (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
 - (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
 - (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
 - (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
 - (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (ii) With respect to demolition activities, it will:
- (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HURRICANE LOSS MITIGATION PROGRAM FUNDS

RECIPIENT NAME: Village of Wellington

ADDRESS: 12300 Forest Hill Blvd.

CITY, STATE, ZIP CODE: Wellington, FL 33412 Project Number: DEM-HL00117

PAYMENT No: _____

DEM Agreement No: B0250

Eligible Amount 100%	Obligated Federal %	Obligated HLMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

_____ TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: VILLAGE OF WELLINGTON

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

____ **LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HURRICANE LOSS MITIGATION PROGRAM

QUARTERLY REPORT FORM

RECIPIENT: Village of Wellington

Project Number: DEM-HL00117

PROJECT LOCATION: 12300 Forest Hill Blvd., Wellington, FL 33412

DEM ID #: B0250

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR:

By: _____
Signature

Village of Wellington
Recipient's Name

Name and Title

B0250
DEM Contract Number

Street Address

DEM-HL00117
Project Number

City, State, Zip

Date

Attachment I

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:	Tanya Quickel	
Signature:	Tanya Quickel	
Title:	Deputy Village Manager	
Date:	08/12/2025	

ATTACHMENT J

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"¹ from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."² Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"³ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

¹ As defined in Section 287.138 (1)(d), Florida Statutes.

² As defined in Section 287.138 (1)(c), Florida Statutes.

³ As defined in Section 287.138 (1)(a), Florida Statutes.

EXHIBIT "L"
SCOPE OF WORK



Florida's Premiere Commercial Roofing Contractor
Committed to Quality

To:

Marco Saad
Gordian
30 Patewood Drive, Suite 350 Greenville, SC29615
425-308-8034

Job Name:

WELLINGTON PUBLIC WORKS BLDG

Address:

14001 Pierson Road Wellington, Florida 33414

Date:

September 24, 2025

Reference:

Johns Manville TPO Flute Fill Recover

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

1. Engineered signed and sealed design wind pressure calculation.
2. Florida Product Approval (FPA) or Miami Dade County Notice of Acceptance (NOA) for the proposed system as required.
3. Roof plan with elevations of deck and parapet walls.
4. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-22 and Florida Building Code 2023 8th Edition Roof Application Standard RAS 127-20/RAS 128-20.
5. Notice of Commencement filing with the county and fees before the start of the project.

PREPARATORY WORK

1. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.
2. Cut and remove ridge cap in preparation for roof recovery.
3. Remove roofing debris and cart away to the local dump site or landfill.

RIGID ROOF INSULATION

1. Furnish and install 3" inch rigid roof insulation with an aged R-Value of 16. Each board to be loose laid between flutes.

OVERLAY HARD BOARD INSULATION

1. Furnish and install 0.5 inch DensDeck roof deck insulation to entire deck. All boards to be mechanically fastened utilizing coated fasteners and Rhinobond plates with the base layer of insulation.

SINGLE PLY ROOFING SYSTEM

1. Furnish and install new Johns Manville 60 MIL TPO single ply roof system. New roof system to be Induction Welded in accordance with manufacturer specifications and local building code requirements.
2. All detail work including vent pipes, roof vents, and other miscellaneous roof projections to be done in accordance with Johns Manville standard details.
3. Advanced Roofing, Inc. is an approved applicator of Single Ply Systems for Johns Manville.

MISCELLANEOUS INSTALLATIONS

1. Furnish and install new 2" x 6" pressure treated wood nailers on perimeter edges, mechanically attached to the substrate.
2. Shop fabricate and install new 24 gauge kynar galvanized metal drip edge. Set same in mastic and flash per manufacturer's recommendations.
3. All existing gutter and downspouts to remain in place. New gutter straps are to be installed.
4. Furnish and install new pre-manufactured Pipe Boot flashing at pipe and stand leg penetrations. Flashing to be heat welded to membrane, and caulked and clamped at top side.
5. Membrane protection pads to be installed below lightning protection every 3' per manufacturer specifications.
6. City or county roofing permit, crane and sales tax are included.
7. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.
8. Detach lightning equipment system on roof and set aside. Upon completion of new roof system, reattach lightning cable system to original layout and recalibrate.

CLARIFICATION & EXCLUSIONS

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owner's responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.
3. Security access controls related to door & window alternate is not included in total quoted sum and is the responsibility of the county to hire a security contractor to install security access system on doors.
4. Quote does not include any purlin replacement.
5. Gutters and downspouts to remain in place. New gutter straps factored to be fabricated and installed and is included in total quoted sum.
6. Shutters along exterior windows are needing to be removed in order to install new windows. It is the sole responsibility of county to re-attach if desired.
 1. Note: Re-attaching shutters is not recommended due to possible movement/vibration during a storm could possibly damage windows.
7. Additional structural members to include framework/bucks is not included in total quoted sum. If structural members are needing replacement additional costs will apply.
8. Only main roof section is included in total quoted sum. Awning roof sections and roof above walkways are excluded from total quoted sum.
9. Proposal includes an "Owner Controlled Contingency" of \$20,000.00 to be applied to latent conditions and/or add ons for the duration of the project. All unused funds will be reimbursed to customer.
10. It is understood that liquidated damages may be applied to non-compliance to the contract schedule.

STAGING PLAN

- Staging area is to be in south parking lot. If materials are unable to be stored onsite additional costs will apply to account for additional mobilization and delivery fees.

GUARANTEE

Twenty (20) year No Dollar Limit (NDL) guarantee on materials and labor by Johns Manville.

CONTRACTOR'S WARRANTY

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc.

☐ **DOOR & WINDOWS PACKAGE**

Furnish and Install the following...

3 - ES 9000 Impact Storefront Door 76 x 85 XX/AL (A)

- Closer not included
- Prep for handle with 3 point lock included

19 - ES - MX 1500 Impact Fixed Window 45 x 55 (B)

3 ES - MX 1500 Impact Fixed Window 37 x 37 (C)

3 - ES 9000 Impact Storefront Door 40 x 85 X/HR (D)

- Closer not included
- Prep for handle with 3 point lock include

UNIT PRICES

Repair Damaged or Deteriorated Metal Panels

\$16.50 per SF

Paint Rust Inhibitor

\$3.50 per SF

PREVENTIVE MAINTENANCE AGREEMENT

We have financing partners that can provide financing for any size job. Please let us know if you are interested and we can provide the information upon request.

Extended guarantees are available with a maintenance program.

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

Customer/Owner acknowledges that during the course of the roof removal process it is possible for debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process regardless of the cause. Customer/Owner shall keep all persons or property free and clear from under the work area in order to minimize any potential claim, loss, or damage.

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.



Florida's Premiere Commercial Roofing Contractor
Committed to Quality

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: *Steve Schoen*

Printed Name: Steve Schoen

NOTE: This proposal may be withdrawn by us if not accepted within 7 days.
Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

☐ By checking this box, I have read and agree to the Terms and Conditions(see attached).

The undersigned as (check one) ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted:

Signature:

Date:

*Terms & Conditions on last page(s) apply.

State License: CCC 024413

Thank you for the opportunity to bid this work. Should you have any questions or require additional information, please do not hesitate to contact Steve Schoen at (954) 405-7573 or via email at steves@advancedroofing.com.

EXHIBIT "M"
CONTRACTOR'S COMPLETE PROPOSAL



Work Order Signature Document

EZIQC Contract No.: FL-R3-RW-092524-ADR

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 148051.00

Work Order Date: 10/22/2025

Work Order Title: Village of Wellington - Public Works Facility Wind Retrofit

Owner Name: Village of Wellington

Contractor Name: Advanced Roofing Inc

Contact: Danielle Zembrzusi

Contact: Steve Schoen

Phone: 561-791-4107

Phone: 954-522-6868

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R3-RW-092524-ADR.

Brief Work Order Description:

Roof Replacement for Village of Wellington.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☒

Will not apply:

☐

Work Order Firm Fixed Price: \$223,300.00

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Steve Schoen
Advanced Roofing Inc
1950 NW 22nd Street
Fort Lauderdale, FL 33311
954-522-6868

From: Danielle Zembrzusi
Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414
561-791-4107

Date Printed: October 22, 2025

Work Order Number: 148051.00

Work Order Title: Village of Wellington - Public Works Facility Wind Retrofit

Brief Scope: Roof Replacement for Village of Wellington.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached detailed scope of work.

Liquidated Damages Terms to Apply:

- Number of days to substantial completion – 30 days
- Number of days to final from substantial – 30 days
- Liquidated Damages - \$250.00 for each calendar day after Substantial Completion and 25% of the per diem rate set forth in the preceding amount as liquidated damages for each and every calendar day of unexcused delay for failure to achieve Final Completion.

Subject to the terms and conditions of JOC Contract **FL-R3-RW-092524-ADR**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	October 22, 2025	
Re:	IQC Master Contract #:	FL-R3-RW-092524-ADR
	Work Order #:	148051.00
	Owner PO #:	
	Title:	Village of Wellington - Public Works Facility Wind Retrofit
	Contractor:	Advanced Roofing Inc
	Proposal Value:	\$223,300.00

Section - 01	\$5,030.91
Section - 06	\$2,413.92
Section - 07	\$114,622.11
Section - 08	\$101,233.06
Proposal Total	\$223,300.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: October 22, 2025

Re: IQC Master Contract #: FL-R3-RW-092524-ADR
 Work Order #: 148051.00
 Owner PO #:
 Title: Village of Wellington - Public Works Facility Wind Retrofit
 Contractor: Advanced Roofing Inc
 Proposal Value: \$223,300.00

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$3,300.00
				Installation	
				Quantity	
				3,000.00	
				x	
				Unit Price	
				1.00	
				x	
				Factor	
				1.1000	
				=	
				Total	
				3,300.00	
				Payment and Performance e bond at 1.5%	
2	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$18,279.87
				Installation	
				Quantity	
				-18,279.87	
				x	
				Unit Price	
				1.00	
				x	
				Factor	
				1.0000	
				=	
				Total	
				-18,279.87	
				Discount given to customer due to catlog pricing and certain project specifics	
3	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$20,000.00
				Installation	
				Quantity	
				20,000.00	
				x	
				Unit Price	
				1.00	
				x	
				Factor	
				1.0000	
				=	
				Total	
				20,000.00	
				Owner Controlled Contingency at 10% for latent conditions upon customer request	
4	01 22 23 00 1010		WK	85 To 90 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$10.78
				Installation	
				Quantity	
				0.00	
				x	
				Unit Price	
				10,777.01	
				x	
				Factor	
				1.0000	
				=	
				Total	
				10.78	
Subtotal for Section - 01					\$5,030.91
Section - 06					
5	06 11 16 00 0174		LF	2" x 6" Pressure Treated Lumber, For Roofing Nailers	\$2,413.92
				Installation	
				Quantity	
				782.00	
				x	
				Unit Price	
				2.53	
				x	
				Factor	
				1.2201	
				=	
				Total	
				2,413.92	
				Due to rib height 2 layers of wood nailers needed. Total LF has 5% waste.	
Subtotal for Section - 06					\$2,413.92
Section - 07					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 148051.00

Work Order Title: Village of Wellington - Public Works Facility Wind Retrofit

Section - 07

6	07 22 16 00 0174	SF	3" Thick, R11.55, Molded Expanded Polystyrene, Roof Board Insulation (MEPS), Mechanically Fastened						\$44,813.05
		Installation	Quantity	Unit Price	Factor	=	Total		
			7,700.00	4.77	1.2201	=	44,813.05		
7	07 51 13 00 0177	SQ	60 Mil Thermoplastic Polyolefin (TPO) Polyester White Membrane						\$28,625.86
		Installation	Quantity	Unit Price	Factor	=	Total		
			77.00	304.70	1.2201	=	28,625.86		
			added 5% waste with membrane						
8	07 54 23 00 0013	EA	Up To 3" Pipe Diameter, Prefabricated Thermoplastic Polyolefin (TPO) Pipe Cone/BootIncludes attaching the boot to the membrane, caulking around the pipe and installing a draw band.						\$299.41
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	57.49	1.2201	=	280.57		
		Demolition	4.00	3.86	1.2201	=	18.84		
9	07 62 19 00 0032	LF	>9" To 12" Girth, 0.040" Thick, KYNAR 500® Finish, Aluminum Drip Edge						\$12,699.48
		Installation	Quantity	Unit Price	Factor	=	Total		
			372.00	27.98	1.2201	=	12,699.48		
			7% waste factored						
10	07 73 00 00 0018	SF	1/2" Thick, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board, Mechanically Fastened (Georgia-Pacific DensDeck®)						\$28,184.31
		Installation	Quantity	Unit Price	Factor	=	Total		
			7,700.00	3.00	1.2201	=	28,184.31		

Subtotal for Section - 07

\$114,622.11

Section - 08

11	08 42 29 33 0002	EA	Concealed Single Door Swing Door Operator, Up To 350 LB PanelFor new storefront or existing concealed operator installations.						\$29,366.81
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	3,720.95	1.2201	=	27,239.59		
		Demolition	6.00	290.58	1.2201	=	2,127.22		
			ES 9000 Storefront Door 76x86 Aluminum						
12	08 51 13 00 0166	EA	>6 To 10 SF, 3-1/4" Frame Depth, HC 80, Overlap, Fixed Over Vent, Projected Aluminum Window (Traco TR-3400/3500)						\$71,344.69
		Installation	Quantity	Unit Price	Factor	=	Total		
			22.00	2,604.48	1.2201	=	69,909.97		
		Demolition	22.00	53.45	1.2201	=	1,434.72		
			MX 1500 Impact Fixed Window						
13	08 71 11 00 0772	EA	Push Or Pull Exit Paddle For Storefront Aluminum DoorAluminum with dark bronze or satin aluminum finish.						\$521.56
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	129.39	1.2201	=	473.61		
		Demolition	3.00	13.10	1.2201	=	47.95		
			Option 3 Alternate for push and pull handle						

Subtotal for Section - 08

\$101,233.06

Proposal Total

\$223,300.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: October 22, 2025

Re: IQC Master Contract #: FL-R3-RW-092524-ADR
 Work Order #: 148051.00
 Owner PO #:
 Title: Village of Wellington - Public Works Facility Wind Retrofit
 Contractor: Advanced Roofing Inc
 Proposal Value: \$223,300.00

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



Florida's Premiere Commercial Roofing Contractor
Committed to Quality

To:

Marco Saad
Gordian
30 Patewood Drive, Suite 350 Greenville, SC29615
425-308-8034

Job Name:

WELLINGTON PUBLIC WORKS BLDG

Address:

14001 Pierson Road Wellington, Florida 33414

Date:

September 24, 2025

Reference:

Johns Manville TPO Flute Fill Recover

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

1. Engineered signed and sealed design wind pressure calculation.
2. Florida Product Approval (FPA) or Miami Dade County Notice of Acceptance (NOA) for the proposed system as required.
3. Roof plan with elevations of deck and parapet walls.
4. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-22 and Florida Building Code 2023 8th Edition Roof Application Standard RAS 127-20/RAS 128-20.
5. Notice of Commencement filing with the county and fees before the start of the project.

PREPARATORY WORK

1. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.
2. Cut and remove ridge cap in preparation for roof recovery.
3. Remove roofing debris and cart away to the local dump site or landfill.

RIGID ROOF INSULATION

1. Furnish and install 3" inch rigid roof insulation with an aged R-Value of 16. Each board to be loose laid between flutes.

OVERLAY HARD BOARD INSULATION

1. Furnish and install 0.5 inch DensDeck roof deck insulation to entire deck. All boards to be mechanically fastened utilizing coated fasteners and Rhinobond plates with the base layer of insulation.

SINGLE PLY ROOFING SYSTEM

1. Furnish and install new Johns Manville 60 MIL TPO single ply roof system. New roof system to be Induction Welded in accordance with manufacturer specifications and local building code requirements.
2. All detail work including vent pipes, roof vents, and other miscellaneous roof projections to be done in accordance with Johns Manville standard details.
3. Advanced Roofing, Inc. is an approved applicator of Single Ply Systems for Johns Manville.

MISCELLANEOUS INSTALLATIONS

1. Furnish and install new 2" x 6" pressure treated wood nailers on perimeter edges, mechanically attached to the substrate.
2. Shop fabricate and install new 24 gauge kynar galvanized metal drip edge. Set same in mastic and flash per manufacturer's recommendations.
3. All existing gutter and downspouts to remain in place. New gutter straps are to be installed.
4. Furnish and install new pre-manufactured Pipe Boot flashing at pipe and stand leg penetrations. Flashing to be heat welded to membrane, and caulked and clamped at top side.
5. Membrane protection pads to be installed below lightning protection every 3' per manufacturer specifications.
6. City or county roofing permit, crane and sales tax are included.
7. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.
8. Detach lightning equipment system on roof and set aside. Upon completion of new roof system, reattach lightning cable system to original layout and recalibrate.

CLARIFICATION & EXCLUSIONS

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owner's responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.
3. Security access controls related to door & window alternate is not included in total quoted sum and is the responsibility of the county to hire a security contractor to install security access system on doors.
4. Quote does not include any purlin replacement.
5. Gutters and downspouts to remain in place. New gutter straps factored to be fabricated and installed and is included in total quoted sum.
6. Shutters along exterior windows are needing to be removed in order to install new windows. It is the sole responsibility of county to re-attach if desired.
 1. Note: Re-attaching shutters is not recommended due to possible movement/vibration during a storm could possibly damage windows.
7. Additional structural members to include framework/bucks is not included in total quoted sum. If structural members are needing replacement additional costs will apply.
8. Only main roof section is included in total quoted sum. Awning roof sections and roof above walkways are excluded from total quoted sum.
9. Proposal includes an "Owner Controlled Contingency" of \$20,000.00 to be applied to latent conditions and/or add ons for the duration of the project. All unused funds will be reimbursed to customer.
10. It is understood that liquidated damages may be applied to non-compliance to the contract schedule.

STAGING PLAN

- Staging area is to be in south parking lot. If materials are unable to be stored onsite additional costs will apply to account for additional mobilization and delivery fees.

GUARANTEE

Twenty (20) year No Dollar Limit (NDL) guarantee on materials and labor by Johns Manville.

CONTRACTOR'S WARRANTY

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc.

☐ **DOOR & WINDOWS PACKAGE**

Furnish and Install the following...

3 - ES 9000 Impact Storefront Door 76 x 85 XX/AL (A)

- Closer not included
- Prep for handle with 3 point lock included

19 - ES - MX 1500 Impact Fixed Window 45 x 55 (B)

3 ES - MX 1500 Impact Fixed Window 37 x 37 (C)

3 - ES 9000 Impact Storefront Door 40 x 85 X/HR (D)

- Closer not included
- Prep for handle with 3 point lock include

UNIT PRICES

Repair Damaged or Deteriorated Metal Panels

\$16.50 per SF

Paint Rust Inhibitor

\$3.50 per SF

PREVENTIVE MAINTENANCE AGREEMENT

We have financing partners that can provide financing for any size job. Please let us know if you are interested and we can provide the information upon request.

Extended guarantees are available with a maintenance program.

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

Customer/Owner acknowledges that during the course of the roof removal process it is possible for debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process regardless of the cause. Customer/Owner shall keep all persons or property free and clear from under the work area in order to minimize any potential claim, loss, or damage.

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.



Florida's Premiere Commercial Roofing Contractor
Committed to Quality

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: *Steve Schoen*

Printed Name: Steve Schoen

NOTE: This proposal may be withdrawn by us if not accepted within 7 days.
Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

☐ By checking this box, I have read and agree to the Terms and Conditions(see attached).

The undersigned as (check one) ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted:

Signature:

Date:

*Terms & Conditions on last page(s) apply.

State License: CCC 024413

Thank you for the opportunity to bid this work. Should you have any questions or require additional information, please do not hesitate to contact Steve Schoen at (954) 405-7573 or via email at steves@advancedroofing.com.



Storefront Door ES 9000

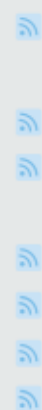
ESWINDOWS

SPECIFICATIONS:

Large Missile Impact:

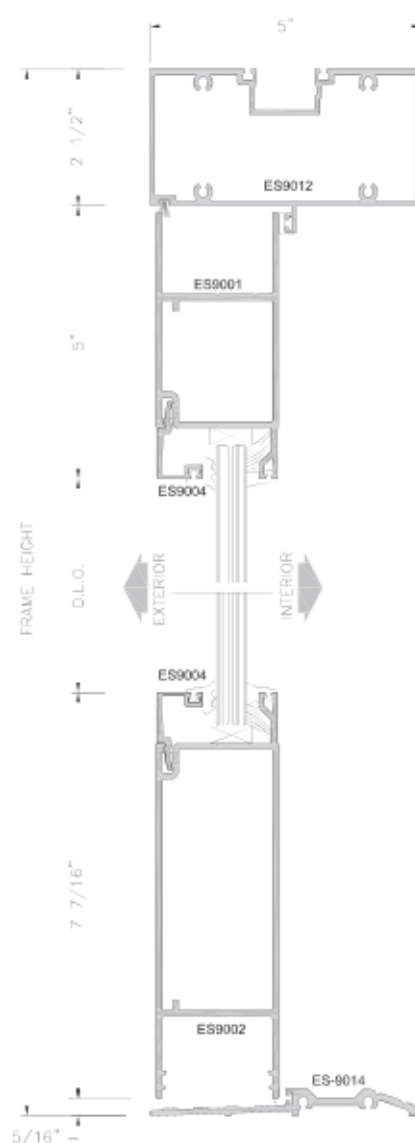
- Glass configuration: (1/4" HS + 0.090 PVB+ 1/4 HS)

ADA thresholds



X Storefront Door ES 9000

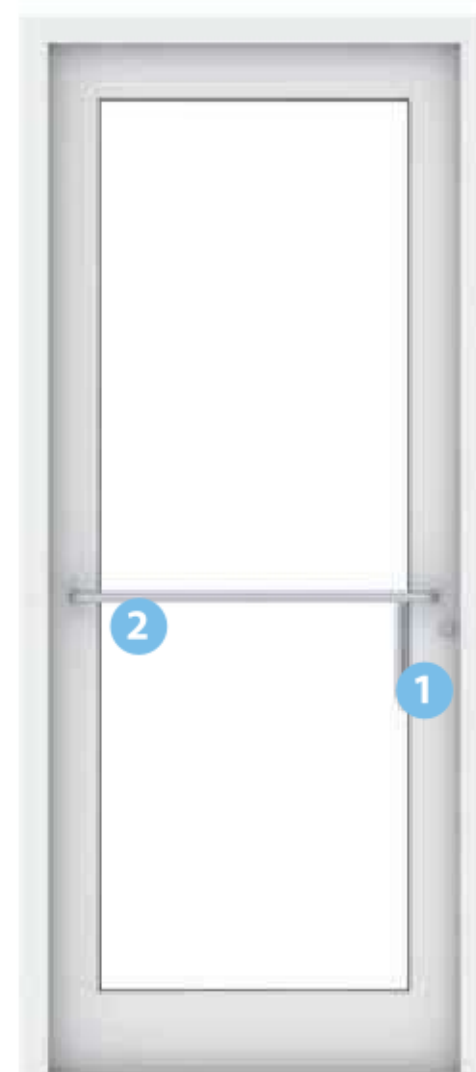
Side view detail



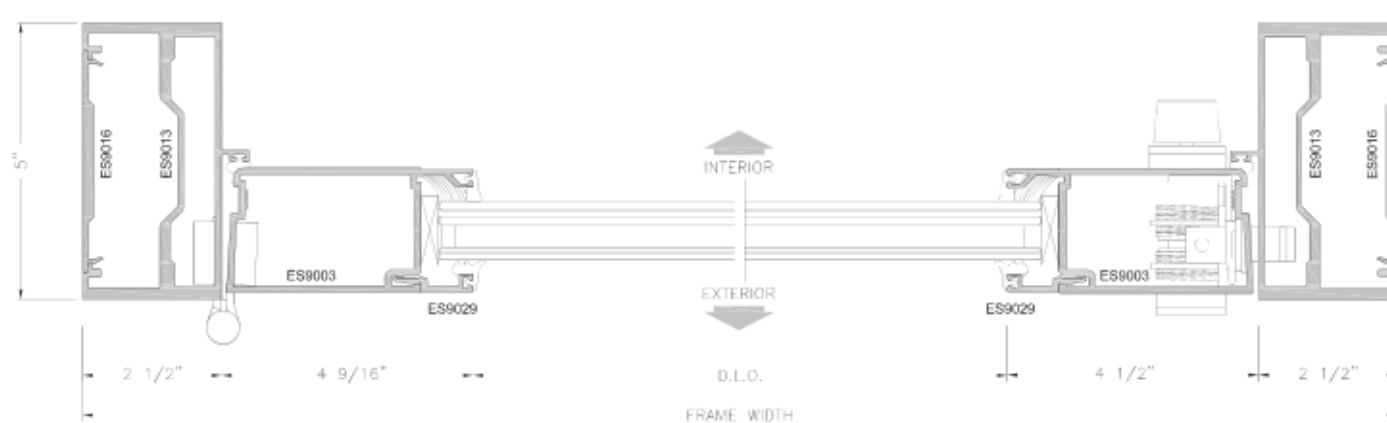
Pull



Push



Top view detail



Solarban® 60 film is a special coating for impact glass that makes windows much better at blocking heat from the sun while still letting in plenty of natural light. In simple terms, it helps keep homes cooler in the summer and warmer in the winter by reducing how much solar energy gets through the glass, and it does this without making windows look dark or tinted.

Key Benefits

- **Energy Savings:** Solarban 60 blocks about 60% of the sun’s heat, which means air conditioners and heaters don’t have to work as hard. This can help lower monthly energy bills.
- **Lots of Natural Light:** Even though it blocks heat, **Solarban® 60** still lets about 70% of light through, so rooms stay bright and inviting.
- **Keeps Interiors Cooler:** By cutting down on the amount of solar energy that gets inside, it keeps living spaces much more comfortable, especially during Florida’s hot summer months.
- **Helps Prevent Fading:** Solarban 60 blocks 79% of the sun’s harmful UV rays, which helps protect furniture, carpets, and curtains from fading.
- **Improves Insulation:** The film also makes a window better at keeping warm air during winter and cool air during summer, providing comfort all year long.

 Configuration

SOLARBAN 60

1/4" Gray
SB60 Surface 2
0.09 pvb
1/4" Clear



Performance

Visible transmittance %	36.0	Solar heat gain coefficient (shgc)	0.41
Exterior visible reflectance %	6.0	U-Value (Winter W/m2*k)	5.3
Interior visible reflectance %	8.0	U-Value (Summer W/m2*k)	4.81
Solar exterior reflectance %	12.0	U-Value (Winter BTU/h*ft2*f)	0.93
Solar transmittance %	17.0	U-Value (Summer BTU/h*ft2*f)	0.85
Shading coefficient (sc)	0.47	Light to Solar Gain (LSG)	0.88

14001 Pierson Rd, Wellington, FL 33414

Report: 67072120

LENGTH DIAGRAM

Total Line Lengths:

Ridges = 122 ft

Hips = 0 ft

Valleys = 0 ft

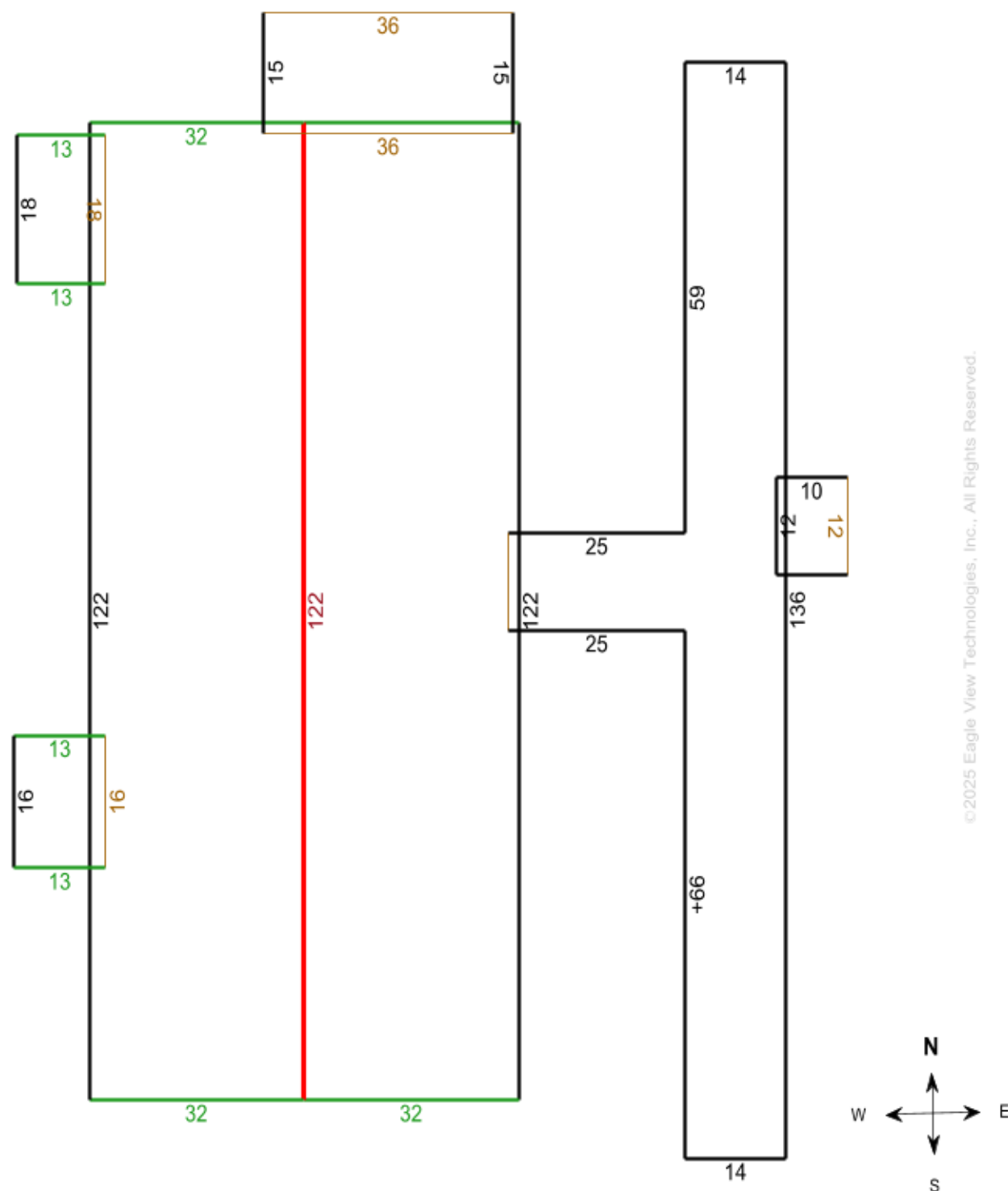
Rakes = 180 ft

Eaves = 681 ft

Flashing = 131 ft

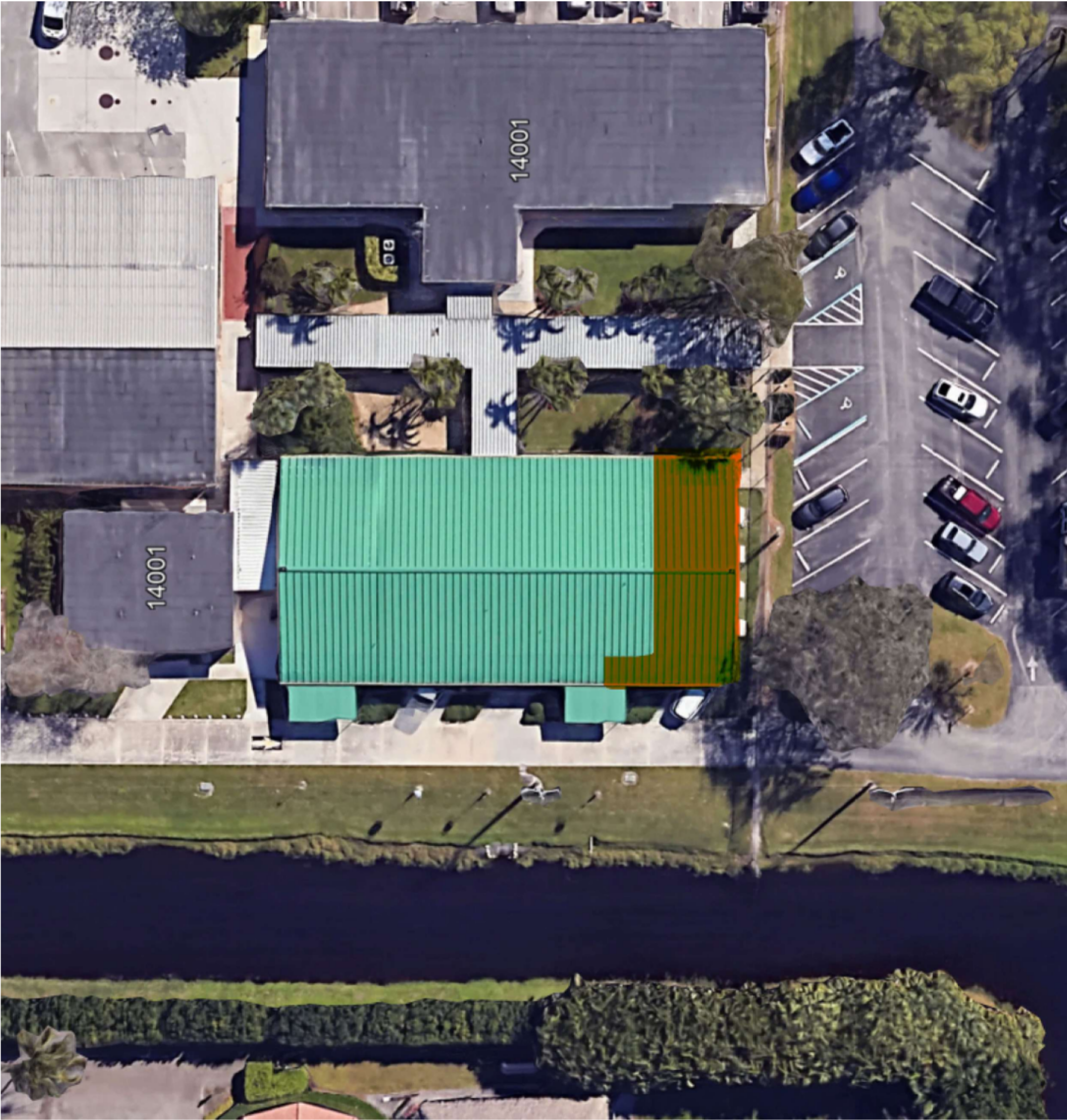
Step flashing = 0 ft

Parapets = 0 ft



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Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5.0 Feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).





Storefront Door ES 9000

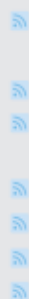
ESWINDOWS

SPECIFICATIONS:

Large Missile Impact:

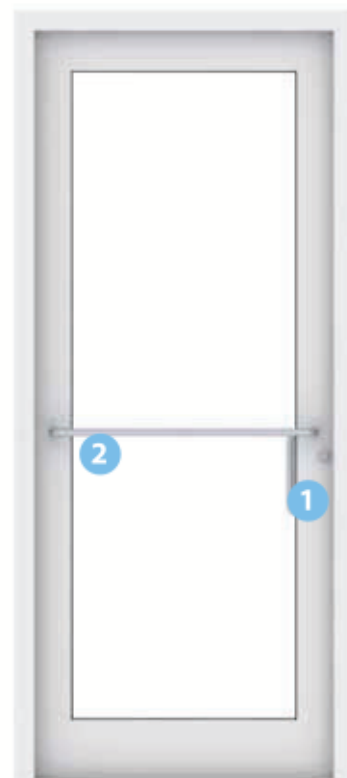
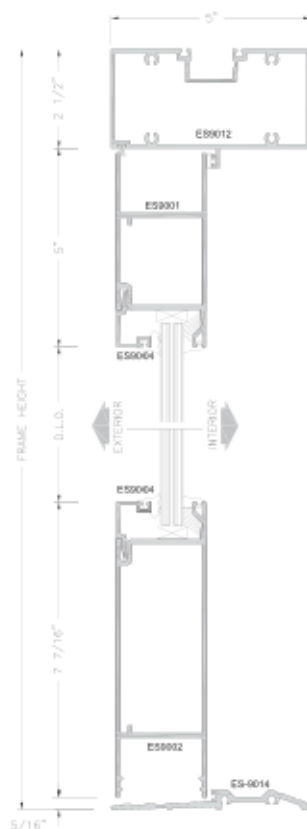
- Glass configuration: (1/4" HS + 0.090 PVB+ 1/4 HS)

ADA thresholds



X Storefront Door ES 9000

Side view detail



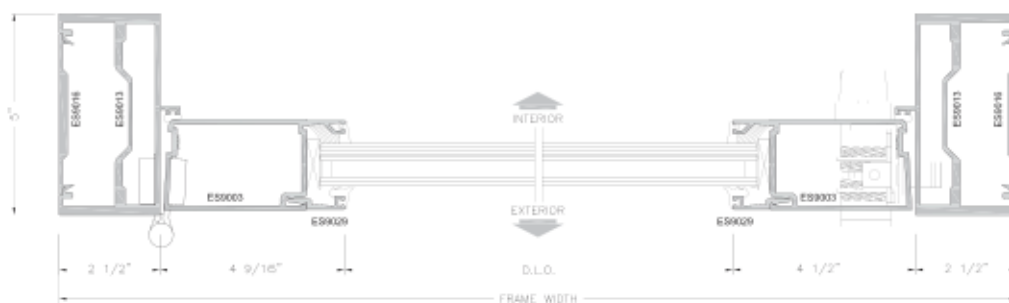
Pull



Push



Top view detail



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SOLARBAN 60

1/4" Gray
SB60 Surface 2
0.09 pvb
1/4" Clear



Performance

Visible transmittance %	36.0	Solar heat gain coefficient (shgc)	0.41
Exterior visible reflectance %	6.0	U-Value (Winter W/m2*k)	5.3
Interior visible reflectance %	8.0	U-Value (Summer W/m2*k)	4.81
Solar exterior reflectance %	12.0	U-Value (Winter BTU/h*ft2*f)	0.93
Solar transmittance %	17.0	U-Value (Summer BTU/h*ft2*f)	0.85
Shading coefficient (sc)	0.47	Light to Solar Gain (LSG)	0.88

FIXED WINDOW

www.eswindows.com

ES-MX1500

System description

- ES-MX1500 is an impact-rated fixed window.
- LMI (Large missile impact) and SMI (Small missile impact).
- Frame depth: 2 5/16".
- Designed for 5/16" annealed glass and 7/16" heat strengthened glass.

Features

- Flange frame available.
- Low-E Solarban 70 available.
- PVB laminated glass with coating options available.
- Architectural shapes available.

Test & Certifications

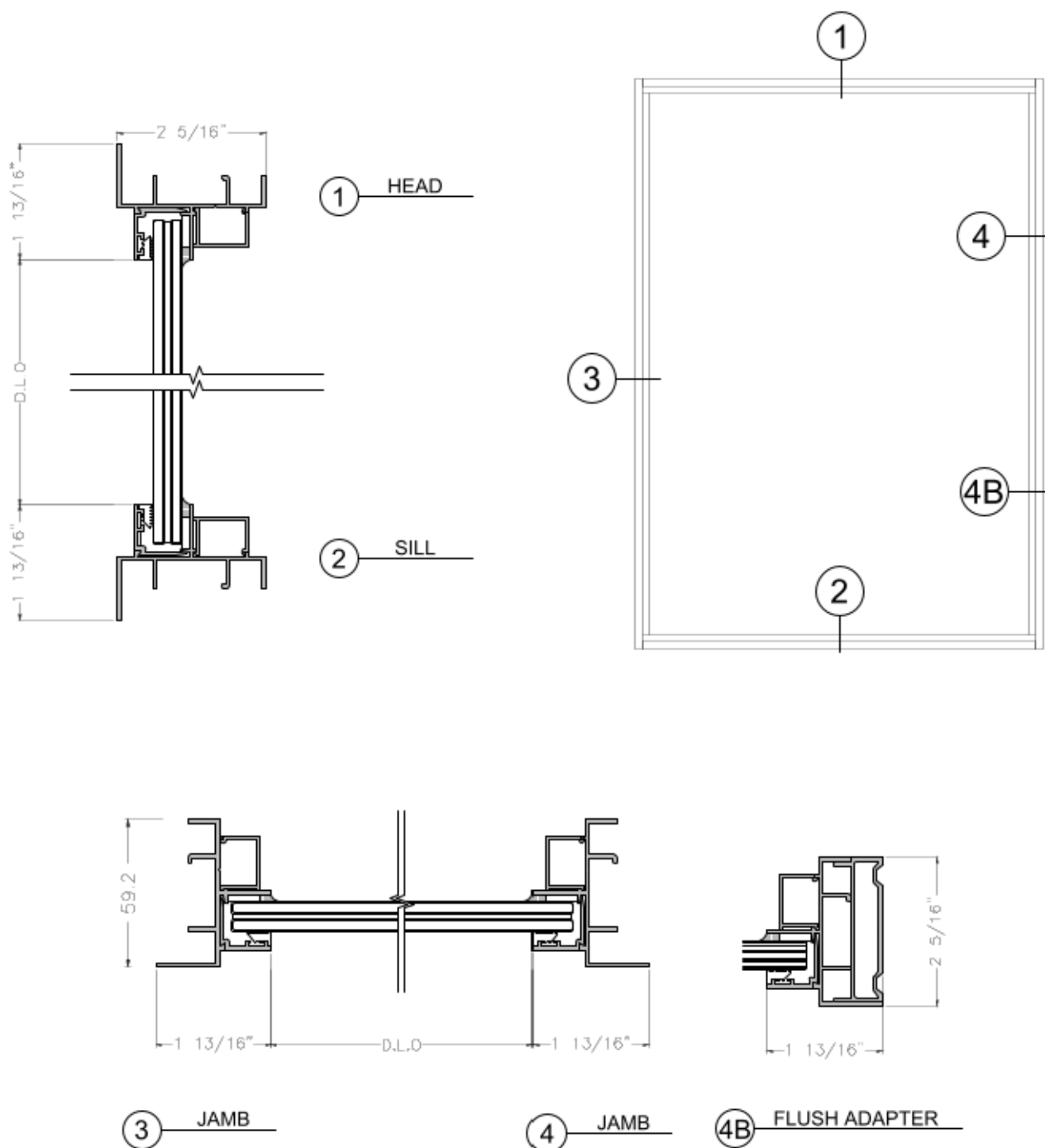
- Water infiltration: 15 psf.
- Design load:
+70/-80 psf. (LMI) +100/-140 psf. (SMI)

Configurations



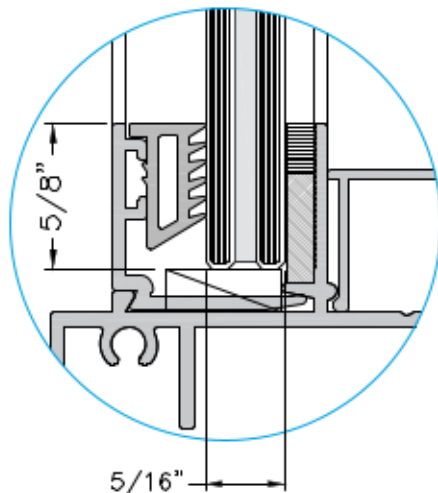
SEE PAGE TWO FOR SHAPES AVAILABLE

Shapes available



Glazing options

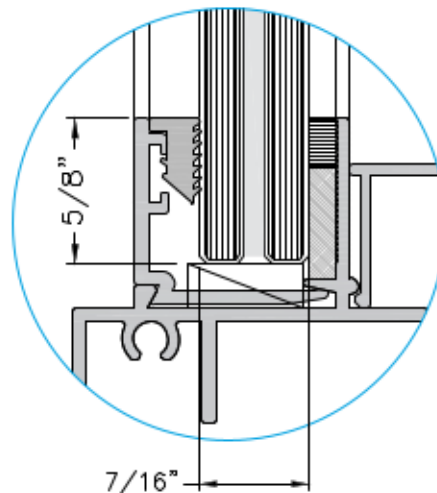
Laminated glass



Designed for 5/16" laminated glass:

1/8" ANN + 0.09 PVB + 1/8" ANN

Laminated glass



Designed for 7/16" laminated glass:

3/16" HS + 0.09 PVB + 3/16" HS

GLASS FINISH:

PAINTED, SERIGRAPHY, DIGITAL PRINTED

For more information please contact TECNOLASS® or visit www.tecnoglass.com

Aluminum

ALLOY 6063-T6
ALLOY 6005-T5

For further information about aluminum and finishes, consult ALUTIONS®.

Sealant

APROVED SILICONE SEALS:

WEATHERPROOFING SILICONE:

Used to seal profile unions to avoid air and water infiltration.

- Dowsill 791

STRUCTURAL SILICONE:

Besides acting as a sealant it is capable to support high loads. This silicone is commonly used to support the glass in facades and hurricane resistant products.

- Dowsill 983
- Dowsill 995

Measurements

Maximum sizes:

Maximum size: 36" x 120"

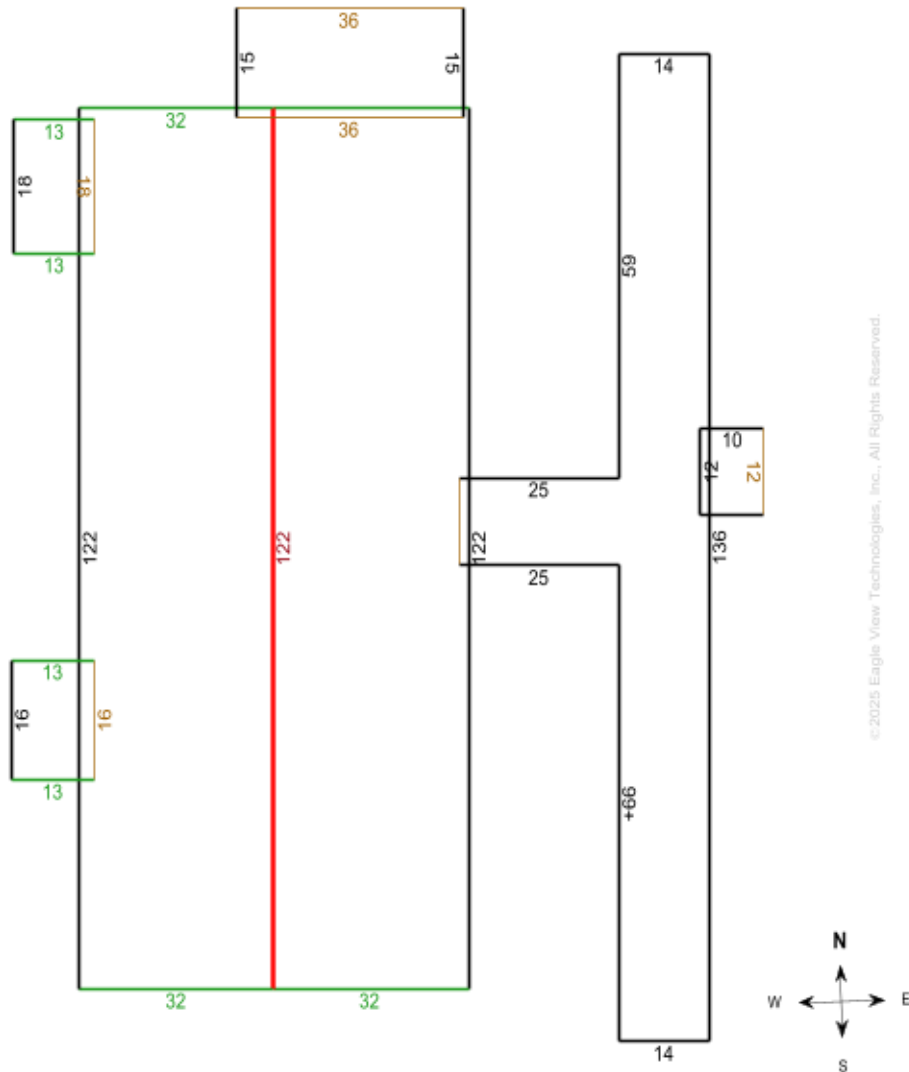
Minimum size: 15" x 15"

14001 Pierson Rd, Wellington, FL 33414

Report: 67072120

LENGTH DIAGRAM

Total Line Lengths:

Ridges = 122 ft
Hips = 0 ft
Valleys = 0 ft
Rakes = 180 ft
Eaves = 681 ft
Flashing = 131 ft
Step flashing = 0 ft
Parapets = 0 ft


Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5.0 Feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).



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Project: WELLINGTON PUBLIC WORKS BLDG



Front sign property



Address



Front building



Front building



Roof overview



Roof overview

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Roof overview



Roof overview



Roof overview



Roof overview



Roof overview



Roof overview

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Metal roof profile 24" rise to rise



24"



Rise 3"



1" up to rise



Rise width 1 1/2"



Ridge width 14"



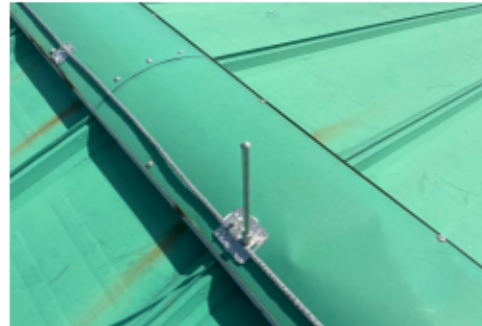
Ridge with LP



Screws on metal bracket



Metal bracket



LP on ridge



LP on roof



LP



LP on rubber



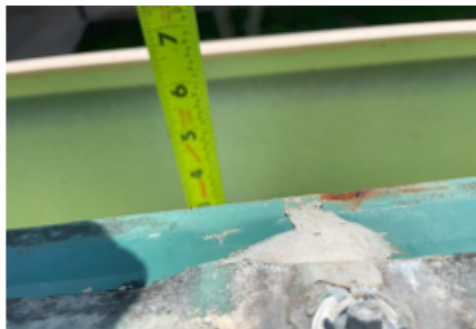
Gutter bracket thru drip edge



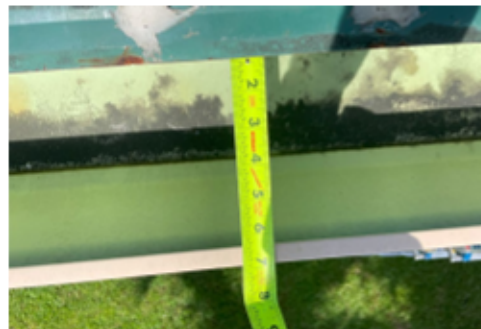
Gutter



Gutter



Gutter

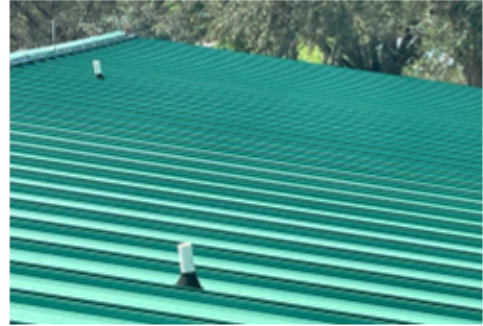


Gutter

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Gutter attachment 34"



VTRs



Roof view



Roof view



Downspouts



Downspouts

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Downspouts



Building view



Building view



Building view



Building view



Building view

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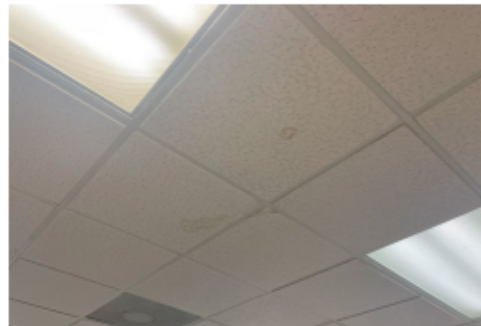
Building view



Building view



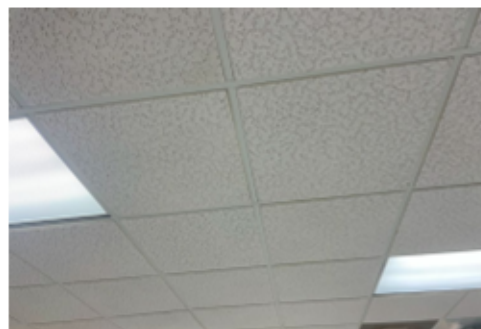
Overhang



Interior



Interior



Interior



Interior



Beams and insulation



Beams and insulation



Beams and insulation



Beams and insulation



Gate entry



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Gate entry



Front building