



**ADVERTISEMENT/INVITATION TO BID**

The Village of Wellington Council is accepting sealed bids for ITB #004-26/MM 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements.

All Bids must be received, no later than February 11, 2026 at 11:00 AM Local Time, at which time all Bids will be publicly opened and read via Zoom (Meeting ID 843 9073 3963 Passcode: Yaq5w.).

Bids may be submitted electronically through Wellington's bid portal at [www.demandstar.com](http://www.demandstar.com) (now operating as Euna OpenBids) the Village of Wellington's bid portal or delivered/mailed to the Clerk's Office at the address below.

- Electronic Bids will only be accepted when submitted through [www.demandstar.com](http://www.demandstar.com) (now operating as Euna OpenBids). Emailed submissions will not be accepted.
- Paper Bids (one original and one PDF Copy (CD or thumbdrive) are to be delivered to the Clerk's Office at the address below. Receipt of a bid by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

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

Bid Documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com) (now operating as Euna OpenBids) starting on January 13, 2026.

An optional pre-bid meeting to be held on January 22, 2026 at 10:30 AM Local Time via Zoom (Meeting ID 881 1763 1408 Password x5+gF3). Representatives of the Owner or Engineer will be present to discuss the project.

Bids must be accompanied by a Bid Bond/Security in the amount of ten percent (10%) of the Bid and must accompany each Bid in accord with the Instructions to Bidders.

No bid may be withdrawn for a period of 120 days after the posting of the recommended award or as otherwise provided in Instructions to Bidders.

The successful Bidder, who is awarded the contract, may be required to furnish a 100% Public Construction Bond meeting the requirements of Section 255.05 Florida Statutes.

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

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

**ENVELOPE MUST BE IDENTIFIED AS SEALED BID # 004-26/MM**

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

Any and all questions regarding this solicitation shall be directed to the Wellington Purchasing Division: **Attn: Maria Miserendino, 12300 Forest Hill Boulevard, Wellington, Florida 33414: Ph 561-791-4154 or email: [mmiserendino@wellingtonfl.gov](mailto:mmiserendino@wellingtonfl.gov) .**

**BID ACKNOWLEDGEMENT COVER PAGE**

**SUBMIT BIDS TO:**  
Wellington  
Attn: Clerk's Office  
12300 Forest Hill Blvd  
Wellington, FL 33414

**REFER ALL INQUIRIES TO PRIMARY CONTACT:**  
Purchasing Division  
12300 Forest Hill Blvd  
Wellington, FL 33414  
Ph: 561-791-4154

Wellington  
**INVITATION TO BID**

**BID TITLE:**  
120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements

**BID NO:**  
004-26/MM

**NAME OF FIRM, ENTITY, or ORGANIZATION:**

**NAME OF CONTACT PERSON**

**VENDOR MAILING ADDRESS:**

**CITY:**

**ZIP:**

**STATE:**

**TITLE**

**VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):**

**CITY:**

**ZIP:**

**STATE:**

**PHONE NUMBER:**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):**

**EMAIL ADDRESS:**

**STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)**

**FAX NUMBER:**

**ORGANIZATIONAL STRUCTURE (Please Check One):**

Corporation ☐

Partnership ☐

PROPRIETORSHIP ☐

Joint Venture ☐

Other ☐

*If Corporation, please provide the following:*

(A) Date of Incorporation: \_\_\_\_\_  
Month / Day / Year

(B) State or Country of Incorporation:

## TABLE OF CONTENTS

|  |    |
|--|----|
| ADVERTISEMENT TO BID .....   | 1  |
| BID ACKNOWLEDGEMENT COVER PAGE.....                                    | 2  |
| TABLE OF CONTENTS.....   | 3  |
| INSTRUCTIONS TO BIDDERS .....  | 5  |
| TRAFFIC CONTROL & MAINTENANCE .....                                    | 17 |
| BID PROPOSAL CHECKLIST .....   | 18 |
| BID BOND/SECURITY .....  | 19 |
| BID FORM.....  | 20 |
| SCHEDULE OF VALUES .....   | 23 |
| SCHEDULE OF SUBCONTRACTORS.....  | 24 |
| SCHEDULE OF EQUIPMENT AND MATERIALS .....                              | 25 |
| SALES TAX RECOVERY PROGRAM SPECIAL CONDITIONS.....                     | 26 |
| CERTIFICATE OF ENTITLEMENT .....                                       | 31 |
| SWORN STATEMENT UNDER SECTION 287.133(3)(a), .....                     | 33 |
| DRUG FREE WORKPLACE.....   | 35 |
| TRENCH SAFETY AFFIDAVIT.....   | 36 |
| QUESTIONNAIRE .....  | 37 |
| REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION ..... | 40 |
| CONFLICT OF INTEREST STATEMENT .....                                   | 41 |
| NON-COLLUSION AFFIDAVIT .....  | 42 |
| REFERENCES AND PRIOR EXPERIENCE .....                                  | 43 |
| CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725.....              | 45 |
| NON COERCION FOR LABOR OR SERVICES AFFIDAVIT.....                      | 46 |
| FOREIGN COUNTRIES OF CONCERN AFFIDAVIT.....                            | 47 |
| LIST OF DRAWINGS.....  | 48 |
| AGREEMENT .....  | 49 |

## INSTRUCTIONS TO BIDDERS - TABLE OF CONTENTS

|             |  |    |
|-------------|--|----|
| ARTICLE 1.  | DEFINED TERMS .....  | 5  |
| ARTICLE 2.  | COPIES OF BIDDING DOCUMENTS .....  | 5  |
| ARTICLE 3.  | QUALIFICATIONS OF BIDDERS.....   | 5  |
| ARTICLE 4.  | EXAMINATION OF CONTRACT DOCUMENTS AND SITE .....                           | 6  |
| ARTICLE 5.  | PREBID MEETING.....  | 7  |
| ARTICLE 6.  | SITE AND OTHER AREAS .....   | 7  |
| ARTICLE 7.  | INTERPRETATIONS AND ADDENDA.....   | 7  |
| ARTICLE 8.  | BID SECURITY .....   | 8  |
| ARTICLE 9.  | CONTRACT TIME.....   | 8  |
| ARTICLE 10. | LIQUIDATED DAMAGES .....   | 8  |
| ARTICLE 11. | MATERIALS; SUBSTITUTE OR “OR-EQUAL ITEMS.....                              | 8  |
| ARTICLE 12. | SUBCONTRACTORS, SUPPLIERS AND OTHERS .....                                 | 8  |
| ARTICLE 13. | PREPARATION OF BID AND BID FORM.....                                       | 9  |
| ARTICLE 14. | VARIANCES.....   | 10 |
| ARTICLE 15. | BIDDER SERVICE REPRESENTATIVE .....  | 10 |
| ARTICLE 16. | SUBMISSION OF ELECTRONIC OR PAPER BIDS .....                               | 10 |
| ARTICLE 17. | MODIFICATION AND WITHDRAWAL OF BIDS .....                                  | 10 |
| ARTICLE 18. | OPENING OF BIDS .....  | 10 |
| ARTICLE 19. | BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....                                  | 11 |
| ARTICLE 20. | ADDITIONAL TERMS AND CONDITIONS .....                                      | 11 |
| ARTICLE 21. | RESPONSIVE AND RESPONSIBLE BIDDER .....                                    | 11 |
| ARTICLE 22. | EVALUATION OF BIDS AND AWARD OF CONTRACT .....                             | 11 |
| ARTICLE 23. | BID TABULATIONS.....   | 11 |
| ARTICLE 24. | DISQUALIFICATION OF BIDDER.....  | 12 |
| ARTICLE 25. | CONTRACT SECURITY .....  | 12 |
| ARTICLE 26. | SIGNING OF AGREEMENT.....  | 12 |
| ARTICLE 27. | DISPUTES.....  | 12 |
| ARTICLE 28. | LICENSES AND CERTIFICATION.....  | 13 |
| ARTICLE 29. | PREPARATION EXPENSE .....  | 13 |
| ARTICLE 30. | QUANTITIES .....   | 13 |
| ARTICLE 31. | NON-COLLUSION .....  | 14 |
| ARTICLE 32. | CODE OF ETHICS.....  | 14 |
| ARTICLE 33. | CONFLICT OF INTEREST .....   | 14 |
| ARTICLE 34. | DRUG FREE WORKPLACE PROGRAMS .....   | 14 |
| ARTICLE 35. | NON-DISCRIMINATION.....  | 14 |
| ARTICLE 36. | LEGAL REQUIREMENTS .....   | 14 |
| ARTICLE 37. | COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT .....                   | 14 |
| ARTICLE 38. | NON-APPROPRIATIONS .....   | 15 |
| ARTICLE 39. | FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP.....             | 15 |
| ARTICLE 40. | HOURS OF OPERATION FOR RECEIPT OF BIDS.....                                | 15 |
| ARTICLE 41. | HOURS OF OPERATION FOR PURCHASING DEPARTMENT .....                         | 15 |
| ARTICLE 42. | LOBBYING/CONE OF SILENCE .....   | 15 |
| ARTICLE 43. | PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL.....                         | 15 |
| ARTICLE 44. | NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS ..... | 15 |
| ARTICLE 45. | SCRUTINIZED COMPANIES.....   | 16 |
| ARTICLE 46. | E-VERIFY .....   | 16 |
| ARTICLE 47. | UNITED STATES-PRODUCED IRON AND STEEL REQUIREMENT.....                     | 16 |

# INSTRUCTIONS TO BIDDERS

**INTENT:** The work consists of converting the existing Lake Worth Road/120th Avenue intersection into a modern single-lane roundabout. The project includes all labor, equipment, and materials necessary to provide a fully functional and complete improvement. Major elements of construction include:

- Intersection Reconstruction: Removal of the existing uncontrolled geometry and construction of a modern roundabout to improve traffic flow and provide an overall improvement to intersection safety.
- Drainage Improvements: Installation and/or modification of stormwater conveyance systems, structures, canal culverts, and inlets to maintain positive drainage throughout the project limits.
- Pedestrian Accessibility Upgrades: Construction of ADA-compliant sidewalks, crosswalks, detectable warning surfaces, and associated features to improve pedestrian mobility and safety.
- Roadway and Pavement Work: Excavation, embankment, base preparation, asphalt paving, curb and gutter, signage, pavement markings, lighting adjustments, and other elements required to complete the roundabout.
- Traffic Control: Implementation and maintenance of approved MOT plans to ensure safe operations for the traveling public and construction personnel.
- Landscaping Improvements: Installation of a completed landscaping and irrigation system plans and specifications.
- Lighting Improvements: Installation of a completed lighting system per the plans and specifications.

The Contractor shall furnish all machinery, equipment, materials, testing, supervision, and man-hours required to complete the project in accordance with the plans and specifications.

## ARTICLE 1. DEFINED TERMS.

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

## ARTICLE 2. COPIES OF BIDDING DOCUMENTS.

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

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

## ARTICLE 3. QUALIFICATIONS OF BIDDERS.

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

- A. Bidder shall have been in business and have a minimum of five (5) years experience in providing all services specified under this solicitation for public agencies in Florida. All bidders shall be properly licensed to bid and contract for the services specified under this solicitation. Bidder shall be a Certified General Contractor in the State of Florida.

- B. References from a minimum of five (5) other project owners for comparable projects within the past 5 years.
- C. The Owner reserves the right to request a Bidder under consideration for award to furnish previous years certified financial statements, which must be a complete report of the financial resources and liabilities or as otherwise requested by the Owner. Regardless of the foregoing, such information will be subject to F.S. 119.01, *et seq.*

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

#### **ARTICLE 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**

##### **4.1 Subsurface and Physical Conditions**

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

##### **4.2 Underground Facilities**

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

##### **4.3 Hazardous Environmental**

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

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

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

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

- A. Examine and carefully study the Bidding Documents thoroughly and other related data identified in the Bidding Documents;

- B. Visit the site to become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state and local Laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the Work;
- D. Carefully study all identified reports, tests and drawings related to surface, subsurface and physical conditions and Hazardous Environmental Conditions, if any;
- E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the site; the Bidding Documents; and the identified Site-related reports and drawings, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others, if any, at the Site that relates to the Work;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

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

## **ARTICLE 5. PREBID MEETING**

5.1 An optional Prebid Meeting will be held on January 22, 2026 at 10:30 am Local Time via Zoom (Meeting ID 881 1763 1408 Password x5+gF3). Representatives of the Owner and Engineer will be present to discuss the Project. Owner will transmit to all prospective Bidders of record such addenda as Owner and/or Engineer considers necessary in response to questions arising at the Meeting. The Meeting is not a forum to discuss substitute material or equipment from what has been specified for the Project.

## **ARTICLE 6. SITE AND OTHER AREAS.**

6.1 Identified Sites will be throughout City limits is identified in the Bidding Documents and pre-bid meeting. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

## **ARTICLE 7. INTERPRETATIONS AND ADDENDA.**

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

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

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

#### **ARTICLE 8. BID SECURITY.**

8.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of section 287.0935, Florida Statutes and made payable to Wellington.

8.2 The Bid security of the Successful Bidder shall be retained until such Bidder has executed the Contract Documents and furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award and the Bid security of the Bidder shall be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the 121st day after the posting of the recommended award, whereupon Bid security furnished by such Bidders will be returned. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award, will be returned within seven days after the Bid opening.

#### **ARTICLE 9. CONTRACT TIME.**

9.1 This contract term is for the duration designated for this Project in the bid form. If Contract Times are left blank in the Bid Form, the time for Substantial Completion and Final Completion are to be set forth by Bidder in the Bid and will be included in the Agreement. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Bid.

#### **ARTICLE 10. LIQUIDATED DAMAGES.**

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

#### **ARTICLE 11. MATERIALS; SUBSTITUTE OR "EQUIVALENT".**

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

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

11.3 Sourcing of materials for public works projects, as defined in section 255.0993, Florida Statutes, as may be amended from time to time, shall be governed by Article 47.

#### **ARTICLE 12. SUBCONTRACTORS, SUPPLIERS AND OTHERS.**

12.1 If the Bid Form or Specifications require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and



any other Bidder so requested, shall within seven days after the Bid opening (or seven days after request by Owner) submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each Subcontractor, Supplier, person or organization if requested by Owner. Subcontractors shall be required to meet the Competency of Bidder and References requirements set forth in the General Information section of the Contract Documents. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, either may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

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

### **ARTICLE 13. PREPARATION OF BID AND BID FORM.**

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

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

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

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

13.5 In the event of an extension error, the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total offer will be corrected accordingly. If there is a conflict, words take precedence over figures. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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

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

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

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

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

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

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

## **ARTICLE 14. VARIANCES.**

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

## **ARTICLE 15. BIDDER SERVICE REPRESENTATIVE.**

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

## **ARTICLE 16. SUBMISSION OF ELECTRONIC OR PAPER BIDS.**

16.1 Bids shall be submitted no later than at the date and time prescribed and at the place indicated in the Advertisement /Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Bid Number (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements enclosed for ITB #004-26/MM to be opened 11:00am local time, February 11, 2026 on the face of it.

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

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

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

16.5 **Electronic Bids** will only be accepted when submitted through [www.demandstar.com](http://www.demandstar.com) (now operating as Euna Openids). Emailed submissions will not be accepted.

16.6 **Paper Bids** must be submitted with one (1) original and one PDF (CD) copy. It is the sole responsibility of the Bidder to ensure that the Bid reaches the Clerk's Office on or before the closing date and time. The Owner shall in no way be responsible for delays caused by any occurrence or excuse. Offers by telephone, telegram or facsimile will not be accepted. The Bid time shall be scrupulously observed. Under no circumstances shall Bids delivered after the date and time specified be considered. Such Bids will be returned unopened to the Bidder.

## **ARTICLE 17. MODIFICATION AND WITHDRAWAL OF BIDS.**

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

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

## **ARTICLE 18. OPENING OF BIDS.**

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

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

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

## **ARTICLE 19. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.**

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

## **ARTICLE 20. ADDITIONAL TERMS AND CONDITIONS.**

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

## **ARTICLE 21. RESPONSIVE AND RESPONSIBLE BIDDER.**

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

21.2 RESPONSIBLE VENDOR DETERMINATION. Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that Owner may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

## **ARTICLE 22. EVALUATION OF BIDS AND AWARD OF CONTRACT.**

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

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

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

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

22.5 If the Contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. The Owner may consider any substitutions or alternates in the determination of the lowest Bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidder and the Owner is satisfied that the Bidder is qualified to provide and construct the project to the satisfaction of the Owner. No Bid shall be accepted from, nor will any Contract be awarded to any Bidder who is in arrears to the Owner upon any debt or Contract or who is a defaulter as surety or otherwise upon any obligation to the Owner or who has failed to perform faithfully any previous Contract with the Owner or other party as determined by the Owner.

22.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 120 days after the posting of the recommended award.

22.7 When Bidder is permitted to designate the Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

22.8 The successful Bidder, who is awarded the contract, shall be required to furnish a 100% Public Construction Bond meeting the requirements of Section 255.05 Florida Statutes.

## **ARTICLE 23. BID TABULATIONS**

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

23.2 If two or more bidders or proposers are tied, the following criteria will be used to break the tie:

- a) The award will be given to the bidder or proposer whose bid was received earliest by Wellington, as indicated by the time clock stamp impressed upon the bid or proposal.
- b) If the application of the above criteria does not resolve the tie, a coin toss will be conducted by the Purchasing Manager, with representatives of the affected bidder present.

## **ARTICLE 24. DISQUALIFICATION OF BIDDER**

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

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

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

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

## **ARTICLE 25. CONTRACT SECURITY.**

25.1 Paragraph 18 of the attached Agreement set forth Owner's requirements as to Public Construction Bond. When the successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required public construction bond. Public Construction bond is required for this Project.

## **ARTICLE 26. SIGNING OF AGREEMENT.**

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

## **ARTICLE 27. DISPUTES**

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

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

## **ARTICLE 28. LICENSES AND CERTIFICATION.**

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

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

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

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

## **ARTICLE 29. PREPARATION EXPENSE.**

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

## **ARTICLE 30. QUANTITIES.**

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

#### **ARTICLE 31. NON-COLLUSION.**

31.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

#### **ARTICLE 32. CODE OF ETHICS.**

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

#### **ARTICLE 33. CONFLICT OF INTEREST.**

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

#### **ARTICLE 34. DRUG FREE WORKPLACE PROGRAMS.**

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

#### **ARTICLE 35. NON-DISCRIMINATION.**

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

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

#### **ARTICLE 36. LEGAL REQUIREMENTS.**

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

#### **ARTICLE 37. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT.**

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

#### **ARTICLE 38. NON-APPROPRIATIONS.**

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

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

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

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

**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](mailto:CHALL@WELLINGTONFL.GOV) , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.**

#### **ARTICLE 40. HOURS OF OPERATION FOR RECEIPT OF BIDS.**

40.1 All bids must be received in the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414. The Clerk's Office shall be open and available for the receipt of bids according to the following schedule. **Bids may be submitted Monday through Friday from 8:00 a.m. to 5:00 p.m. The Clerk's Office is closed and unavailable for the receipt of bids on Saturdays, Sundays, and legal holidays.**

#### **ARTICLE 41. HOURS OF OPERATION FOR PURCHASING DEPARTMENT.**

41.1 Wellington's Purchasing Department is available to provide bid clarifications and interpretations, answer questions and inquiries, and fulfill requests for information, during regular hours of operation. Those regular hours of operation are Monday through Friday from 8:00 a.m. to 5:00 p.m. The Purchasing Department is closed on Saturdays, Sundays, and legal holidays.

#### **ARTICLE 42. LOBBYING/CONE OF SILENCE**

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

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written

correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

#### **ARTICLE 43. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL**

43.1 In accordance with the Office of Inspector General, Palm Beach County, Florida Ordinance, Palm Beach County Code Section 2-422, the offeror understands that any Contract that results from this ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County Code Section 2-422, and is aware of its rights and/or obligations under such ordinance.

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

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

Training applies to the following NPDES sections:

- **Part III.A.7.c-** Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
- **Part III.A.7.d** – Illicit Discharges and Improper Disposal- Spill Prevention and Response
- **Part III.A.6** – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.
- **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).

#### **ARTICLE 45. SCRUTINIZED COMPANIES**

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, BIDDER 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, BIDDER 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 BIDDER 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 any Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

#### **ARTICLE 46. 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. The link to the E-Verify site is found at <https://www.e-verify.gov/>

#### **ARTICLE 47. UNITED STATES-PRODUCED IRON AND STEEL REQUIREMENT**

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



## **TRAFFIC CONTROL & MAINTENANCE**

1. The Maintenance of Traffic Plan and all traffic warning and control devices shall conform to the applicable provisions of the latest editions of the national “Manual On Uniform Traffic Control Devices” (MUTCD), and the 600 series of the Florida Department of Transportation’s “Roadway and Traffic Design Standards”. The MOT Plan shall be prepared by a Florida MOT Certified Technician if FDOT standard details are used. If FDOT standard details are not used, a Professional Engineer licensed in Florida shall prepare the MOT Plan. MOT Plans shall be submitted to appropriate agencies for approval.
2. There will be no separate payment for the fee for Engineering Services, if required.
3. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. The safety and convenience of the general public and of the businesses adjacent to the work shall be provided for in a satisfactory manner, as determined by the ENGINEER, and/or Wellington.
4. Streets shall not be closed, except in accordance with the approved MOT plan, and whenever the street is not closed, the work must be conducted with the provision for a safe passageway for vehicular and pedestrian traffic at all times. The CONTRACTOR shall make all necessary arrangements with Wellington and ENGINEER concerning maintenance of traffic and selection of detours required.
5. As applicable, The CONTRACTOR shall submit to ENGINEER for submittal to Wellington, for review and approval, a Conceptual Traffic Control Plan at the Prewrite Conference, identifying the phases of construction that the CONTRACTOR plans to proceed with and identifying traffic flows during each phase. When the conceptual Traffic Control Plan has been approved, the CONTRACTOR shall prepare and submit for review to ENGINEER for submittal to Wellington, a detailed Traffic Control Plan for each phase of the work, indicating the proposed location of construction signs, channelizing devices, temporary pavement markings and symbols, lighting devices, barrier walls, modifications to traffic signals and all other required devices as applicable. The detailed plan shall be reviewed by Wellington and other governmental agencies having jurisdiction with all comments forwarded to the CONTRACTOR. No work within the public right-of-way shall commence until the detailed M.O.T. plan has been approved in writing by all governmental agencies having jurisdiction. Upon the start of construction, the CONTRACTOR shall comply with all provisions of the detailed Maintenance of Traffic Plan. In the event of non-compliance by the CONTRACTOR, Wellington will have the authority to order the CONTRACTOR to cease construction operations without compensation of time or money until the violations have been corrected.

## BID PROPOSAL CHECKLIST

### Please submit your proposal in this order

- YES\_\_\_ NO\_\_\_ 1. Bid submittal – one (1) original and one (1) PDF (CD) Copy
- YES\_\_\_ NO\_\_\_ 2. Bid Form signed by authorized representative
- YES\_\_\_ NO\_\_\_ 3. Acknowledgment of addendums
- YES\_\_\_ NO\_\_\_ 4. Bid Bond/Security or Cashier's Check
- YES\_\_\_ NO\_\_\_ 5. Schedule of Value
- YES\_\_\_ NO\_\_\_ 6. Schedule of Subcontractor/Supplies
- YES\_\_\_ NO\_\_\_ 7. Schedule of Equipment and Materials
- YES\_\_\_ NO\_\_\_ 8. Sworn Statement under Section 287.133(3) (a)
- YES\_\_\_ NO\_\_\_ 9. Drug Free Workplace
- YES\_\_\_ NO\_\_\_ 10. Trench Safety Affidavit
- YES\_\_\_ NO\_\_\_ 11. Questionnaire
- YES\_\_\_ NO\_\_\_ 12. References and Prior Experience Form
- YES\_\_\_ NO\_\_\_ 13. Insurance Certificates
- YES\_\_\_ NO\_\_\_ 14. Copy of Appropriate Licenses
- YES\_\_\_ NO\_\_\_ 15. Proof of Workers Compensation Insurance/Workers Compensation Exemption
- YES\_\_\_ NO\_\_\_ 16. Conflict of Interest Statement
- YES\_\_\_ NO\_\_\_ 17. Non-Collusion Affidavit
- YES\_\_\_ NO\_\_\_ 18. Certification Pursuant To Florida Statute § 215.4725
- YES\_\_\_ NO\_\_\_ 19. E-Verify Memo of Understanding (MOU)
- YES\_\_\_ NO\_\_\_ 20. No Coercion for Labor or Services Affidavit
- YES\_\_\_ NO\_\_\_ 21. Foreign Countries of Concern Affidavit

INTENTIONALLY LEFT BLANK

## BID BOND/SECURITY

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

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called the Principal, and \_\_\_\_\_

\_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called the Surety, are held and firmly bound unto Wellington, Purchasing Dept., 12300 Forest Hill Boulevard, Wellington, FL 33414

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent (10%) of amount bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for ITB #004-26/MM 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
Seal

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

\_\_\_\_\_  
Seal

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

# BID FORM

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

PROJECT: ITB #004-26/MM 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements.

Date: \_\_\_\_\_

BIDDER: \_\_\_\_\_

THIS BID IS SUBMITTED TO:

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

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

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

|            |                      |
|------------|----------------------|
| Date _____ | Addenda Number _____ |
| Date _____ | Addenda Number _____ |
| Date _____ | Addenda Number _____ |

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

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

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

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

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

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

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements shall be Substantially Complete within nine (9) months of Notice to Proceed and Finally Complete within ten (10) months of Notice to Proceed. Work hours Monday - Friday, 7:00am to 6:00pm, excluding holidays. Weekend works allowed with advanced notice and concurrence from the Village of Wellington Engineer.

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

8. The following documents are attached to and made a condition of this Bid:
  - (a) Required Bid security in the form of Bid Bond.
  - (b) Schedule of Values.
  - (c) List other documents as pertinent.

9. Communications concerning this Bid shall be telephoned or addressed to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

10. BIDDER'S Florida Contractor's License No. \_\_\_\_\_

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

If BIDDER is

An Individual

Name \_\_\_\_\_ (SEAL)

Signature: \_\_\_\_\_

Doing business as \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number \_\_\_\_\_

A Partnership

Firm's Name \_\_\_\_\_ (SEAL)

General Partner Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number \_\_\_\_\_

A Corporation

Corporation's Name \_\_\_\_\_ (SEAL)

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

Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Attest: \_\_\_\_\_ (Secretary)

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number \_\_\_\_\_

## **SCHEDULE OF VALUES**

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

**BIDDER shall use Attachment #1 (Excel File) when submitting their bid.**

**BIDDER/CONTRACTOR** understands and agrees that this is Unit Price Contract and that contractor will be paid based upon items and quantities actually performed and accepted by Owner. The Schedule of Values is provided for the purpose of Bid Evaluation and when initiated by Wellington, the pricing of change orders. Contractor's price will not be adjusted to reflect any deviation from the Schedule of Values, except to the extent that Wellington changes the scope of Project after the Contract Date.

Quantities listed on the Schedule of Values are estimates only and are not to be construed as guaranteed work quantities. Bids will be evaluated based upon the total contract price. Balance of pricing shall be considered by OWNER in determining lowest, responsive, responsible bidder. CONTRACTORS/BIDDERS shall submit balanced bids.



**SCHEDULE OF SUBCONTRACTORS**

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

| <b><u>Discipline</u></b> | <b><u>Subcontractor</u></b> | <b><u>Address City, ST, Zip</u></b> | <b><u>License Number</u></b> |
|--------------------------|-----------------------------|-------------------------------------|------------------------------|
|                          |                             |                                     |                              |
|                          |                             |                                     |                              |
|                          |                             |                                     |                              |
|                          |                             |                                     |                              |
|                          |                             |                                     |                              |

## SCHEDULE OF EQUIPMENT AND MATERIALS

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

[illegible]

## **SALES TAX RECOVERY PROGRAM SPECIAL CONDITIONS FOR OWNER FURNISHED MATERIALS AND EQUIPMENT**

During the course of this Project, Wellington (hereinafter referred to as "Owner") may issue a Change Order or Change Orders to delete from the contract certain items that the Owner desires to purchase directly and furnish to Contractor for use in the Project. Contractor agrees that if Owner desires to issue such Change Order(s), Contractor will assist the Owner in identifying appropriate materials and equipment to be included in the Change Order(s), will execute such Change Order(s) and will participate in this tax savings program at no additional cost to the Owner. Furthermore, Contractor agrees to abide by and comply with the following Special Conditions.

1. **Sales and Use Taxes.** The Owner is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements, Bid No. #004-26/MM, (hereinafter the "Project"). The Owner shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as agreed to by the Contractor and agreed upon by the Owner in the form of a Change Order. All direct purchases of materials and equipment shall be made by the Owner with funds specifically allocated for the construction of the Project. Material suppliers shall be competitively bid by the Contractor and its subcontractors. The Contractor shall include the price for all construction materials in its bid. The Contractor shall provide the Owner a list of all intended suppliers, vendors, etc. for consideration as Owner Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices and as provided below. The Contractor shall notify the Owner no later than **10 calendar days** after request by Owner of the requested materials and equipment to be purchased by the Owner for the Project. The standard Owner Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier of equipment to be provided under the Sales Tax Recovery Program shall be obligated to meet the requirements of the Owner of Wellington Terms and Conditions and the Project Technical Specifications.
  - 1.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that are required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the Owner: (b) prepare a requisition for such materials and equipment on the Owner's form of requisition: and (c) deliver any such requisition to the Owner no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. The Owner shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The Owner shall include with any such Purchase Order, a copy of the Owner's sales and use tax exemption certificate and a copy of the Owner's Certificate of Entitlement required under F.A.C. Rule 12A-1.094(4)(c). The Owner shall make direct payment to the vendor from the Owner's account.
  - 1.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the Owner shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the Owner in writing and the Owner shall reject such material and equipment.
  - 1.3 The Owner shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the provisions of section 1.10 below. The Owner or Contractor shall maintain Builder's Risk Insurance for the full insurable value for all materials and equipment purchased as a result of the Owner Sales Tax Recovery Program herein. This coverage shall be in addition to all other coverage required in Section 1.11 below or as otherwise provided in these Contract Documents.

- 1.4 To the extent that materials and equipment are purchased pursuant to the Owner's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.07 times the cost of the materials and equipment purchased directly by the Owner.
- 1.5 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the Owner in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors or other party. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials and equipment furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 1.6 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the Owner in accordance with this Special Condition (the "Owner Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as Owner Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of the Owner Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the Owner may require. The Contractor shall deliver to the Owner all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for Owner Furnished Materials, the Owner shall accept such materials and deliver such invoice to the Owner for payment directly to the vendor.
- 1.7 The Contractor shall inspect all Owner Furnished Materials to determine that such Owner Furnished Materials conform to the Contract Documents, including the Drawings and Specifications, and to determine prior to incorporation into the Work whether any such Owner Furnished Materials are patently defective, and whether such Owner Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming Owner Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the Owner, in writing, of the defective or non-conforming condition so that repair or replacement of those Owner Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming Owner Furnished Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.
- 1.8 The Contractor shall maintain written and detailed records of all Owner Furnished Materials incorporated into the Work from the stock of Owner Furnished Materials. The Contractor shall account monthly to the Owner for any Owner Furnished Materials delivered to the Site, indicating which Owner Furnished Materials have been incorporated into the Work.
- 1.9 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all Owner Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the Owner to the Contractor for resolution with the appropriate vendor, supplier or Subcontractor. The Contractor warrants represents and covenants that it shall be responsible for all warranties and guarantees of the Owner Furnished Materials.
- 1.10 After the Owner takes possession of the Owner Furnished Materials at the Site, possession of the Owner's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of Owner Furnished Materials from the Owner to the Contractor shall constitute a bailment for the mutual benefit of the Owner and such Contractor. The Owner shall be considered the bailor and such Contractor the bailee of the Owner Furnished Materials. Owner Furnished Materials shall be considered returned to the Owner for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the

Project and they are accepted in writing by the Owner upon final completion and acceptance of the Project by the Owner.

- 1.11 The Contractor shall purchase and maintain Builder's Risk Insurance sufficient to protect against loss of or damage to Owner Furnished Materials. Such insurance shall cover the full value of any Owner Furnished Materials between the time the Owner and or Contractor or its agents first takes title to and possession of any of such Owner Furnished Materials until final completion of the Work. The Contractor shall also maintain any other insurance with such deductible amounts that the Owner deems necessary as it relates to the Owner Furnished Materials.
- 1.12 The Owner shall not be liable for any interruption or delay damages in the Project by virtue of ordering the Owner Furnished Materials, for any defects or other problems with the Project by virtue of ordering the Owner Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the Owner Furnished Materials.
- 1.13 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of Owner Furnished Materials delivered to the Site during the prior month and either concur or object to the Owner's issuance of payment to the vendors, based upon such Contractor's records of materials delivered to the Site and whether any of the Owner Furnished Materials for which payment has not been made were either non-conforming or defective.
- 1.14 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the Owner a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt of the appropriate documentation, the Owner shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the Owner to immediately obtain partial or final release of waivers as appropriate. The Owner shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the Owner. There shall be no retention on Owner Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).
- 1.15 The Contractor and or/the Owner may, in its or their reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the Owner and the Contractor as additional obligees.

#### **Terms and Conditions (Attachment A).**

The following Terms and Conditions are applicable to this order entered into by and between the Village of Wellington (referred to hereafter as Buyer) and Vendor (referred to as Seller).

- 2.1 Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.
- 2.2 Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.
- 2.3 Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.
- 2.4 In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.
- 2.5 Deliveries are to be made during hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for

off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

- 2.6 The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.
- 2.7 In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.
- 2.8 To the extent authorized by law, Seller shall indemnify, save and hold harmless the Buyer, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.
- 2.9 All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.
- 2.10 Seller must render original invoice to the Buyer, Attention "Project Manager, 12300 Forest Hill Blvd., Wellington, FL 33414"
- 2.11 By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules, codes and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.
- 2.12 Seller shall save and hold harmless the Buyer, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.
- 2.13 No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.
- 2.14 Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).
- 2.15 Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.
- 2.16 Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.
- 2.17 No endorsement by the Buyer of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.
- 2.18 Quantities specified in the order cannot be changed without Buyer's prior written approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.
- 2.19 All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.
- 2.20 Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Buyer Purchase Order.
- 2.21 The Buyer of Wellington is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption Number in securing such materials.

- 2.22 Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller will be liable for excess cost of re-procurement.
- 2.23 By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*
- 2.24 No provision of Seller's agreement to supply the ordered goods, equipment, or materials shall in any way limit Seller's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Seller's equipment, goods, or materials. Seller's agreement shall not include any provision requiring the Buyer to pay Seller's attorney's fees in any dispute or claim arising out of this Purchase Order.
- 2.25 The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated in this order.
- 2.26 Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, Florida and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.
- 2.27 Seller acknowledges that the materials being ordered are for incorporation into the Project for Buyer pursuant to a contract with a contractor. Seller agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Seller's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the Buyer with the greatest protection. Regardless of the forgoing all warranties shall be in accordance with the contract documents to which Contractor is bound with the buyer.

END OF SECTION

## CERTIFICATE OF ENTITLEMENT – **SAMPLE**

I, the undersigned authorized representative of \_\_\_\_\_ (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, certify that the tangible personal property purchased on or after \_\_\_\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # \_\_\_\_\_ with \_\_\_\_\_ (Name of Contractor) for the building of \_\_\_\_\_.

I certify that the purchase of the materials contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- \_\_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the materials the contractor will use in the identified public works.
- \_\_\_\_\_ 2. The vendor's invoice is issued directly to Governmental Entity.
- \_\_\_\_\_ 3. Payment of the vendor's invoice is made directly by Governmental Entity to the vendor from public funds.
- \_\_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.
- \_\_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase.

I understand that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the materials purchased. If the Department of Revenue determines that the materials purchased tax-exempt by issuing this Certificate do not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative

Title

Purchaser's Name (Print or Type)

Date

Federal Employer Identification:

Telephone Number:

You must attach the Purchase Order and the Florida Consumer's Certificate of Exemption issued to Governmental Entity.

Do not send to the Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

(d)(c) If the contractor does not have a Certificate of Entitlement, sales to the contractor are subject to tax, unless the contractor can demonstrate to the satisfaction of the Executive Director or designee that such sales are, in substance, tax-exempt direct sales to a governmental entity.

(e) The governmental entity may not transfer liability for such tax, penalty, and interest to another party by contract or agreement.

(f) In the case of contracts with any agency or branch of the United States government in which the federal governmental agency or branch is not required to produce a Certificate of Entitlement, the purchase must comply with the five criteria provided in paragraph (4)(b), for the purchase of supplies and materials to be exempt from sales and use tax. If the criteria in paragraph (4)(b) are not met, the contractor is the ultimate consumer of such supplies or materials and is liable for sales or use tax on such purchases and manufacturing costs.

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

(6) through (8) No change.

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



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

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]  
by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[date]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Print Notary Name and Commission No.

## **DRUG FREE WORKPLACE**

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

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

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

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

---

Contractor's Signature

# TRENCH SAFETY AFFIDAVIT

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

\_\_\_\_\_(NAME OF FIRM) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety and Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 533.64 inclusive (1990), "Trench Safety Act".

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

| Schedule Item | Trench Safety Measure (Slope, Trench Shield, etc.) | Cost |
|---------------|--|------|
|               |  |      |
|               |  |      |
|               |  |      |
|               |  |      |
|               |  |      |
|               |  |      |
|               | Total  |      |

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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.

# QUESTIONNAIRE

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

1. How many years has your organization been in business? \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

| Subcontractor | Work to be Performed |
|---------------|----------------------|
|               |                      |
|               |                      |
|               |                      |
|               |                      |
|               |                      |
|               |                      |
|               |                      |

5. What equipment do you own that is available for the work?

\_\_\_\_\_

6. What equipment will you purchase for the proposed work?

\_\_\_\_\_

7. What equipment will you rent for the proposed work?

\_\_\_\_\_

8. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

\_\_\_\_\_

\_\_\_\_\_

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

10. The correct name of the Bidder is \_\_\_\_\_
11. The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☐ Corporation or ☐ Other Type of Entity \_\_\_\_\_ (Fill In).
12. The address of principal place of business is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.  
\_\_\_\_\_  
\_\_\_\_\_
15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.  
\_\_\_\_\_  
\_\_\_\_\_
16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).  
\_\_\_\_\_  
\_\_\_\_\_
17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.  
\_\_\_\_\_  
\_\_\_\_\_
18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.  
\_\_\_\_\_  
\_\_\_\_\_
19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.  
\_\_\_\_\_  
\_\_\_\_\_
20. List and disclose any and all business relations with any members of Wellington Council.  
\_\_\_\_\_  
\_\_\_\_\_

# REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

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

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

**Construction Industry** - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see 69L-6.021 Florida Administrative Code.

**Non-Construction Industry** - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form DWC 251 with the Division of Workers' Compensation.

**Agricultural Industry** - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

**Out of State Employers** must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida approved insurance carrier which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in the home state's statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

**Contractors** are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see 69L-6.032 Florida Administrative Code.

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

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

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

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

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

## CONFLICT OF INTEREST STATEMENT

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

**CHECK ALL THAT APPLY.**

### **NO CONFLICT:**

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

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

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

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

---

### **POTENTIAL CONFLICT:**

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

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

---

---

COMPANY NAME

---

AUTHORIZED SIGNATURE

---

NAME (PRINT OR TYPE)

---

TITLE



# NON-COLLUSION AFFIDAVIT

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

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

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Print name of designated signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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) \_\_\_\_\_.

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

(Affix Seal Here)

\_\_\_\_\_  
(Name Printed)

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

## REFERENCES AND PRIOR EXPERIENCE (PRIME CONTRACTOR)

Bidder Company Name: \_\_\_\_\_

Bidder shall provide detailed summary of prior experience evidencing successful completion of similar project as described in the bid documents (in scope and complexity). Include information on construction methodology, project budget versus completed cost, project change orders with associated justification, project schedule versus actual completion time, and project litigation if encountered. The Bidder shall provide current names and telephone numbers of agency references for each project provided.

PROJECT NAME: \_\_\_\_\_

Owner/Reference Name: \_\_\_\_\_

Owner/Reference Contact: \_\_\_\_\_

Name

Title

Phone

Email

Project Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Was the Bidder Prime Contractor or Subcontractor? \_\_\_\_\_

List project scope similarities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Cost: Initial Contract Value \$ \_\_\_\_\_

Change Orders \$ \_\_\_\_\_

Final Contract Price \$ \_\_\_\_\_

Explain Reason(s) for Change Orders: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Timeline: Start Date \_\_\_\_\_

Contract Time Extension \_\_\_\_\_

Completion Date \_\_\_\_\_

Explain Reason(s) for Time Extension:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Include additional pages with the same format to list other projects as proof of prior experience. List a minimum of **five (5)** similar projects.

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

# **CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 and § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, certify  
Print Name Company Name

that \_\_\_\_\_:  
Company Name

1. Is not engaged in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NO COERCION FOR LABOR OR SERVICES AFFIDAVIT**

(Pursuant to Section 787.06, Florida Statutes)

I \_\_\_\_\_ (name of affiant) of \_\_\_\_\_ (name of business entity), attest that the following is true:

1. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or representative of the nongovernmental business entity named below and make this Affidavit to comply with section 787.06, Florida Statutes.

3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

**Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

Affiant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**FOREIGN COUNTRIES OF CONCERN AFFIDAVIT**

(Pursuant to Section 287.138, Florida Statutes)

I \_\_\_\_\_ (name of affiant) of \_\_\_\_\_ (name of business entity), attest that the following is true:

5. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

6. I am the officer or agent of the business entity named below and make this Affidavit to comply with section 287.138, Florida Statutes.

7. I certify that the business entity named below does not provide access to an individual's personal identifying information to any entity that:

- a) is owned by the government of a foreign country of concern;
- b) has provided a foreign country of concern a controlling interest; or
- c) is organized under the laws of or has its principal place of business in a foreign country of concern.

8. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

**Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

Affiant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

## LIST OF DRAWINGS

| <b>LANDSCAPE PLAN</b> | <b>SHEET<br/>NUMBER</b> |
|-----------------------|-------------------------|
| LANDSCAPE PLAN        | L1.00                   |
| LANDSCAPE DETAILS     | L1.10                   |
| LANDSCAPE NOTES       | L1.11                   |
| IRRIGATION PLAN       | L2.00                   |
| IRRIGATION SCHEDULE   | L2.01                   |
| IRRIGATION DETAILS    | L2.10                   |
| IRRIGATION DETAILS    | L2.11                   |
| IRRIGATION NOTES      | L2.12                   |
| IRRIGATION NOTES      | L2.13                   |

See separate attachments for the Construction Drawings.

AGREEMENT

Between

VILLAGE OF WELLINGTON

and

---

for

CONSTRUCTION SERVICES FOR

ITB #004-26/MM 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements.



THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between VILLAGE OF WELLINGTON a Florida municipal corporation, through its Village Council, (hereinafter referred to as "Village"), and \_\_\_\_\_ a Florida \_\_\_\_\_ (hereinafter referred to as "Contractor"), having its principal office at \_\_\_\_\_ for \_\_\_\_\_ (hereinafter referred to as the "PROJECT") in accordance with the Contract Documents, hereinafter defined.

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 the Village Engineer or the individual appointed by the Village Engineer. The foregoing sentence shall not apply to Village construction inspections made to assure compliance with applicable regulatory law and which the Village conducts through an independent architect or design professional, in a governmental regulatory capacity.

2. Contract Documents. In addition to this Agreement, the following documents shall comprise the contract documents ("Contract Documents"): (a) plans and specifications attached hereto as **EXHIBIT "A"**, (b) all Exhibits to this Agreement listed in Paragraph 39 (whether now attached or which will be attached in the future) (c) the 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".

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 nine (9) months 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 five-hundred Dollars (\$500.00) for each calendar day in achieving Substantial Completion of the Work. Further, Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Village the sum of 25% of the per diem rate set forth in the preceding sentence as liquidated damages for each and every calendar day of unexcused delay for failure to achieve Final Completion. It is hereby agreed that the amount of the per diem assessment for liquidated damages for the Contractor's failure to achieve Substantial Completion of the Work within the time specified in this Agreement is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed. The Village's exercise of its right to terminate this Agreement shall not release the Contractor from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Village or, at the Village's option, may be deducted from future payments that may be due and owing to Contractor. Any sums

due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Village, estimated at or before the time of executing this Agreement.

6. Contract Sum. The Village shall pay the Contractor for the performance of the Work in accordance with the Contract Documents, subject to adjustment as provided therein for sum of \$\_\_\_\_\_, inclusive of all licenses, taxes and fees ("Contract Sum"), which is based on the price(s) in the Schedule of Values. 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 28<sup>th</sup> of each month. The period covered by each Application for Payment is one month, ending on the 28<sup>th</sup> 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 Builder's Risk Insurance [NOT APPLICABLE]
- 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](mailto: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. Not Used.

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 On Uniform Traffic Control Devices" (MUTCD), and the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards". The MOT Plan shall be prepared by a Florida MOT Certified Technician if FDOT standard details are used. If FDOT standard details are not used, a Professional Engineer licensed in Florida shall prepare the MOT Plan. MOT Plans shall be submitted to appropriate agencies for approval. Costs of compliance with this Paragraph are included as part of the Contract Sum.

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

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

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

36. Miscellaneous. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the prior written consent of the other. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. This Agreement

may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of such amendment or modification is sought. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders. This Agreement supersedes any prior agreements between the parties with respect to its subject matter. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

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

For VILLAGE:

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

For Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Forms                             |
| 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 | Not applicable   |
| Exhibit K | Project Schedule   |

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.

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\_\_\_\_\_

By \_\_\_\_\_  
Michael J. Napoleone, Mayor

By \_\_\_\_\_

Attest: \_\_\_\_\_  
Chevelle D. Hall, Wellington's Clerk

Attest: \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Laurie Cohen, Village Attorney

EXHIBIT D  
WARRANTY FORMS

CONTRACTOR WARRANTY FORM

PROJECT: ITB #004-26/MM 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements.

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: ITB #004-26/MM 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements.

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 \_\_\_\_\_, 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: 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements.  
BID NO.: ITB #004-26/MM

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: 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements

Contractor: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

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

|  |                 |
|--|-----------------|
| Total Work to Date – see attached schedule             | \$ _____        |
| Total Material Suitably Stored – see attached schedule | \$ _____        |
| Gross Amount Due                                       | \$ _____        |
| Less 5% Retainage                                      | \$ _____        |
| Amount Due to Date                                     | \$ _____        |
| Less Previous Applications                             | \$ _____        |
| <b>Amount Due This Application</b>                     | <b>\$ _____</b> |
| <hr/>  |                 |
| 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 120<sup>th</sup> Avenue South & Lake Worth Rd Intersection Roundabout Improvements 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

\_\_\_\_\_  
Signature

[Corporate Seal]

\_\_\_\_\_  
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:\_\_\_\_\_

---

Print Notary Name and Commission No.

EXHIBIT J

NOT APPLICABLE