

The seal of the Town of Highland Beach, Florida, is a circular emblem. It features a central illustration of a tropical beach scene with a palm tree, a seagull, and a sun. The text "TOWN OF HIGHLAND BEACH" is written in a circle around the top, and "FLORIDA" is at the bottom. The year "1949" is inscribed at the bottom of the inner circle.

INVITATION TO BID

FOR

**BUILDING DEPARTMENT WINDOW
REPLACEMENT**

BID No.: 26-002

BID OPENING DATE: 4/28/2026

BID OPENING TIME: 2:00 P. M. (LOCAL TIME)

INVITATION TO BID
FOR
BUILDING DEPARTMENT WINDOW REPLACEMENT

BID No.: 26-002

Bids must be received by 2:00 PM on 4/28/2026 in a sealed envelope clearly labeled **“BID # 26-002: BUILDING DEPARTMENT WINDOW REPLACEMENT”** and delivered to:

Town of Highland Beach Clerk’s Office
c/o Skender Coma, Senior Management Analyst
3614 South Ocean Blvd., Highland Beach, Florida 33487

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Section 2-355 of the Palm Beach County Code of Ordinances, Highland Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until Town Commission 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 the Town Commission or their staff, the Town Manager, any employee of Highland Beach authorized to act on behalf of Highland Beach 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 Senior Management Analyst or designee. Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered 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, contract negotiations during any public meeting, presentations made to the Town Commission, 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 Highland Beach 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 the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Skender Coma, Senior Management Analyst, E-mail: scoma@highlandbeach.us.

SCOPE OF BID:

The Town of Highland Beach is soliciting bids from qualified Contractors to provide and install twenty-two (22) new non-operable, impact-resistant fixed picture windows to replace the existing windows at the Town of Highland Beach Water Treatment Plant/Building Department located at 3616 South Ocean Blvd, Highland Beach, FL 33487. All windows are located on the second floor. Work shall be a full tear-out to masonry openings, including complete removal of existing window frames, anchors, perimeter sealants, interior trim, interior sills, and related components, and installation of new complete window assemblies.

The Town is also seeking add-on bids to provide and install fourteen (14) new single-hung, impact-resistant windows to replace existing windows at the Town Hall located at 3614 South Ocean Blvd.

The Contractor shall furnish all labor, materials, equipment, supervision, permits, inspections, coordination, and closeout documents required for a complete, code-compliant installation. The Contractor shall restore all affected interior and exterior finishes to a complete and professional condition, including replacement of interior trim, interior sills, casing, and related finish materials impacted by the work.

MANDATORY PRE-BID CONFERENCE:

A mandatory Pre-Bid Conference will be held at 10:00 a.m., 3/24/2026, at the Town of Highland Beach Town Hall, 3614 South Ocean Blvd., Highland Beach, Florida 33487, to present the project scope and submission requirements, to answer questions of interested Bidders, and to make a site visit.

BID OPENING:

Sealed bids will be received in the Town Clerk's Office, Town of Highland Beach, 3614 South Ocean Boulevard, Highland Beach, FL 33487, by: **4/28/2026, no later than 2:00PM (Local Time)**, at which time they will be publicly opened and read.

Contact: Skender Coma, Senior Management Analyst
Telephone: (561) 278-4548; Email: scoma@highlandbeach.us

Office Hours: MONDAY – FRIDAY, 8:30 A.M. TO 4:30 P.M.

At the time of the opening of bids, each Bidder shall be presumed to have inspected the sites and to have read to be thoroughly familiar with the plans and Contract Documents (including all addenda). Failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to this bid.

The Contract Documents may be obtained electronically as a downloadable free copy and is available on DemandStar.

INVITATION TO BID
FOR
WINDOW REPLACEMENT

BID No.: 26-002

Section 1 – SUBMITTAL INFORMATION

- A. The Town of Highland Beach will receive bid responses until **4/28/2026** at **2:00 P.M. (LOCAL TIME)** in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its bid response **delivered to the Town Clerk's Office** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above-stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense. The Town reserves the right to consider submittals that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the bid and prior to the award being made.
- C. If any addendum(s) are issued to this Bid, the Town will attempt to notify all prospective Bidders who have secured same, however, it shall be the responsibility of each Bidder, prior to submitting the bid response, to contact the Town Clerk's Office at (561) 278-4548 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.
- D. **One (1) original, so marked, one (1) copy, and 1 electronic copy** of the bid response shall be submitted in one sealed package clearly marked on the outside "**BID # 26-002: WINDOW REPLACEMENT**" to: Town of Highland Beach Clerk's Office, c/o Skender Coma, Senior Management Analyst, 3614 South Ocean Blvd., Highland Beach, Florida 33487.
- E. Responses shall clearly indicate the legal name, address, and telephone number of the Bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The Bidder must note its Federal I.D. number on its bid submittal.

- F. PREPARATION OF BID: This Invitation to Bid (also referred to as “ITB” or “Bid”) provides the complete set of terms and conditions, specifications and bid forms for the required goods and/or services. The ITB and all forms referenced herein may be referred to as the Bid Documents or Contract Documents.

SUBMITTAL FORMS – Bidders must complete and submit the required forms for submittal to be considered a valid response.

- ☐ Bid Form
- ☐ Bidder’s Acknowledgement
- ☐ Non-Collusion Affidavit of Prime Bidder
- ☐ Anti-Kickback Affidavit
- ☐ Confirmation of a Drug Free Workplace
- ☐ Acknowledgement of PBC Inspector General
- ☐ Scrutinized Companies Certification Form
- ☐ Public Entity Crimes Sworn Statement
- ☐ Acknowledgment of Addendum(s) (if applicable)
- ☐ References

All bid forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal authority to bind the Bidder in contractual obligations. Unsigned bids will not be accepted.

All bid forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a Bidder to any part of a bid form must be initialed in ink. It is the Bidder’s sole responsibility to assure that its bid is complete and delivered to the proper place prior to the deadline for submittal of bid responses.

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GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The Bidder is presumed to have full knowledge of and be in compliance with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the goods and the services provided to the Town. Ignorance on the part of the Bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The Bidder shall submit a bid response on the bid forms provided. All bid prices, amounts, and descriptive information must be legibly entered. The Bidder must state the price for which they propose to deliver the goods or service requested. The Bidder is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. The Bidder shall place all required bid forms in a sealed envelope that has the company's name and address, bid title, number, bid date and time on the outside of the sealed envelope. Bids not submitted on appropriate Bid forms may be rejected. All Bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: The Bid must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

BID DEADLINE: It is the Bidder's responsibility to assure that the Bid is delivered at the proper time and place prior to the Bid submittal deadline. The Town of Highland Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a Bid can be considered. Offers by email or telephone are not acceptable.

TIME OF DELIVERY: The awarded Contractor agrees to fully complete the scope of work as set out in this ITB within ninety (90) days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, final completion for the Work shall be subject to appropriate remedies including but not limited to liability for liquidated damages in the amount of \$250 per day.

MINOR IRREGULARITIES/RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. The Town of Highland Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Town. The Town may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE TOWN: The Town expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
- B. Waive any defect, irregularity, or informality in any bid or bidding procedure;
- C. Reject or cancel any or all bids;
- D. Reissue an Invitation to Bid;
- E. Extend the bid proposal submittal deadline;

- F. Procure any item by other means;
- G. Increase or decrease the quantity specified in the Invitation to Bid;
- H. Consider and accept an alternate bid as provided herein when most advantageous to the Town.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Bidder:

- A. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
- B. Has a satisfactory record of performance;
- C. Has a satisfactory record of integrity;
- D. Is qualified legally to Contract within the State of Florida and the Town of Highland Beach; and
- E. Has supplied all necessary information in connection with the inquiry concerning responsibility.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to Skender Coma in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid proposal is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict-of-interest provisions of the Town of Highland Beach, Palm Beach County, and the State of Florida.

SUBCONTRACTING: If a Bidder intends to subcontract any portion of the project for any reason, the Bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The Town of Highland Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the Bidder, who, in the opinion of the Town, will be in the best interest of and/or most advantageous to the Town. The Town also reserves the right to reject a bid of any Bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time projects of a similar nature, or who is not able to perform properly under this award. The Town reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the Town may issue an addendum to change the intent or to clarify the meaning of the Bid Documents. Since all addenda are available to Bidders at the Town Clerk's Office, it is each Bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting bids. It is the usual practice for the Town to upload all addenda to Demandstar.com, but it cannot be guaranteed that all Bidders will receive ALL addendum(s) in this manner. Each Bidder shall acknowledge receipt of ALL addenda by notation on the bid.

EXCEPTIONS: Incorporation in a bid response of exceptions to any portion(s) of the Bid Documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the Bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of Bidder's

standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Bid Documents.

ALTERNATES: Where a base bid is provided for, the Bidder shall submit a bid on the base bid and may exercise its own prerogative in submitting a bid on alternate or add-on items. The Town reserves the right to accept or reject the alternates or the base bid or any combination thereof. The Town further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at awarded Contractor's expense. These items and goods and services not delivered as per delivery date in the bid and or Purchase Order may result in the awarded Contractor being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the awarded Contractor's name being removed from the Town of Highland Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the goods and services to be furnished hereunder, the decision of the Town Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid proposal to the Town of Highland Beach, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the Town of Highland Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Town of Highland Beach. At the Town of Highland Beach's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the Bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods and services offered on this submittal prior to their delivery, it shall be the responsibility of the selected Bidder to notify the Town at once, indicating in a letter the specific regulation which required an alteration. The Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

LEGAL REQUIREMENTS: Federal, State, County, and Town laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

PUBLIC ENTITY CRIMES: All Bids as defined by Section 287.012(26), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list”.

SCRUTINIZED COMPANIES 287.135 and 215.473: By submission of this Bid, the Bidder certifies that the bidder is not participating in a boycott of Israel. the bidder further certifies that the bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sector List, and has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material defect in the bid response and material breach of contract. The Town shall provide notice, in writing, to the Bidder of the Town’s determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the awarded Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the awarded Contractor does not demonstrate that the Town’s determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ADVERTISING: In submitting a bid, the Bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **“NONCONFORMANCE TO CONTRACT CONDITIONS”**.

ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this ITB and the funds which may be come due hereunder are not assignable except with the prior written approval of the Town.

LIABILITY: The selected Bidder shall hold and save harmless the Town of Highland Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of the awarded Contract. Further, the selected Bidder(s) shall indemnify, save harmless and undertake the defense of the Town, its Town Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of the awarded Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from selected Bidder’s operation pursuant to the awarded Contract and from and against all costs, attorney’s fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The Town shall notify the selected Bidder within ten (10) days of receipt by the Town of any claim, suit or action against the Town arising directly or indirectly from the operations of the selected Bidder hereunder, for which the Town may be entitled to a claim or indemnity against the successful Bidder, under the provisions of the awarded Contract. The selected Bidder shall have the right to control the defense of any such claim suit or actions. The selected Bidder shall also be liable to the Town for all costs, expenses, attorneys’ fees, and damages which may be incurred or sustained by the Town by reason of the selected Bidder’s breach of any of the provision of the awarded Contract. The selected Bidder shall not be responsible for negligent acts of the Town or its employees.

INSURANCE: It shall be the responsibility of the selected bidder to maintain workers’ compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any the selected Bidder’s personnel are working on Town of Highland Beach property. The selected Bidder shall furnish the Town with a certificate of insurance after award has been made and prior to the start of any work on Town property. Said insured companies must

be authorized to do business in the State of Florida and the Town will not accept any company that has a rating less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the selected Bidder.

AWARD OF CONTRACT: The lowest monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the Town to the most responsive, responsible bidder whose bid represents the most advantageous bid to the Town, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The Town reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a court challenge to an award by any Bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging Bidder. In no case will the award be made until the Town has completed all necessary investigations into the responsibility of the Bidder, and the Town is satisfied that the most responsive, responsible Bidder is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Contract or Purchase Order will be issued to the selected Bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services not delivered as specified will be returned at no expense or penalty to the Town of Highland Beach.

LICENSE AND PERMITS: It shall be the responsibility of the selected Bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the Town. Licenses and permits shall be readily available for review by the Town. The Town's permit fee schedule is included in this ITB.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, services, etc., contained in its bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the selected Bidder, and the material, equipment, services, etc. delivered are subsequently found to noncompliant with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, services, etc., into compliance with the aforementioned requirements shall be borne by the Bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL: The Bidder understands and agrees that the below or similar language will be included in the Contract executed by the selected Bidder:

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

PUBLIC RECORDS: Sealed documents received by the Town in response to this ITB are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the Town announces intent to award sooner, in accordance with Section 119.07, Florida Statutes, at which time they become subject to disclosure.

The Town is public agency subject to Chapter 119, Florida Statutes. The Bidder understands and agrees that the below or similar language will be included in the Contract with the selected Bidder.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the Town to perform the service;
- B. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the Town; and
- D. Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**Lanelda Gaskins, TOWN CLERK
3614 SOUTH BLVD., HIGHLAND BEACH, FL 33487
561-278-4548
LGASKINS@HIGHLANDBEACH.US**

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to Skender Coma, Senior Management Analyst, Monday through Friday, 8:30 A.M. to 4:30 P.M. at (561) 278-4548; or at email address: scoma@highlandbeach.us.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Town may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

IRON AND STEEL PRODUCTS

Any iron or steel product permanently incorporated in the Project must be produced in the United States unless specifically exempted in writing by the Town in accordance with Section 255.0993(b), Florida Statutes.

LUMBER, TIMBER, AND OTHER FOREST PRODUCTS

Lumber, timber, and other forest products used in the Scope of Work for this Invitation to Bid must be produced and manufactured in the State of Florida, if wood is a component of the project, and if such products are available and their price, fitness, and quality are equal to out of state materials, unless otherwise exempted pursuant to Section 255.20(3)(b), Florida Statutes.

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SPECIAL CONDITIONS FOR BIDDERS

BONDS:

A. PAYMENT AND PERFORMANCE BONDS:

As required by Section 255.05, Florida Statutes, the selected Bidder will be required to execute a Payment and Performance Bond. The bond must meet all statutory requirements and shall be for 100% of the bid price submitted.

B. RECORDING OF CONTRACT BOND: Before commencing the work, the selected Bidder shall provide the Town with a certified copy of the recorded bond(s). The Town may not execute the Contract or make any payment to the selected Bidder until the selected Bidder has complied with this requirement.

C. POWER OF ATTORNEY: Attorneys-in-fact who sign Bid Bonds or Contract Bonds shall file with each bond an original, certified, and dated copy of their power of attorney.

D. QUALIFICATION OF SURETY: The Payment and Performance Bonds shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in the State of Florida for purposes of service of process. The surety company shall hold a current certificate of authority as acceptable surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, current revision, or meet the criteria established as to acceptable surety companies by the Board of Commissioners of State Institutions, March 18, 1958, or the equivalent thereof. A surety shall be deemed not qualified if the surety shall have a receiver appointed for it, or if it shall declare or file or has filed for bankruptcy.

PERMITS:

It shall be the responsibility of the awarded contractor to obtain all licenses and permits at no additional cost to the Town.

LICENSING QUALIFICATIONS:

This bid will be awarded only to responsible Bidders qualified by experience and expertise to provide the work specified. All work performed under this contract must comply with Chapter 489, Florida Statutes, governing contractor licensing.

Authorized Workers Only

Every person performing work on a Town project must be either a W-2 employee of the prime contractor or a W-2 employee of a properly licensed first-tier subcontractor approved by the Town. Independent contractors (1099s), labor brokers, or unlicensed individuals may not perform any portion of the work.

Licensed Subcontractors

The prime contractor may only subcontract work to entities properly licensed for their respective trades in accordance with Sections 489.105 through 489.113, Florida Statutes. The subcontractor's own employees must perform that work. It cannot be subcontracted again or delegated to unlicensed individuals.

Employee Definition

For purposes of compliance, an “employee” means a person compensated by the employer who is under its supervision and control, with FICA and withholding taxes deducted and workers’ compensation coverage provided, as defined in Sections 489.103(2) and 489.503(1), Florida Statutes.

Limited Exception – Temporary Labor

Use of temporary workers is permitted only for non-licensed tasks such as general labor, site cleanup, or material handling, and only if those individuals are W-2 employees of a bona fide staffing agency. Such use must be disclosed in writing and pre-approved by the Town.

Compliance and Enforcement

The Town reserves the right to audit worker rosters and license status at any time. Violations of these requirements constitute grounds for stop-work, payment withholding, or contract termination. Unlicensed contracting is prohibited under Sections 489.127 and 489.531, Florida Statutes, and contracts entered into by unlicensed contractors are unenforceable under Section 489.128, Florida Statutes.

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**INVITATION TO BID
FOR
WINDOW REPLACEMENT
BID No.: 26-002**

SCOPE OF WORK:

PRIMARY BID – WATER TREATMENT PLANT / BUILDING DEPARTMENT

The Town of Highland Beach is soliciting bids from qualified contractors to provide and install twenty-two (22) new non-operable, impact-resistant fixed picture windows to replace existing windows at the Town of Highland Beach Water Plant/Building Department located at 3616 South Ocean Blvd, Highland Beach, FL 33487. All windows are located on the second floor. Work shall be a full tear-out to masonry openings, including complete removal of existing window frames, anchors, perimeter sealants, interior trim, interior sills, and related components, and installation of new complete window assemblies. The awarded Contractor shall furnish all labor, materials, equipment, supervision, permits, inspections, coordination, and closeout documents required for a complete, code-compliant installation. The awarded Contractor shall restore all affected interior and exterior finishes to a complete and professional condition, including replacement of interior trim, interior sills, casing, and related finish materials impacted by the work.

WINDOW TYPE AND SIZE

Window Type: Fixed, non-operable picture window, impact-resistant.

Quantity: Twenty-two (22) windows, all located on the second floor.

Nominal Size: Forty-eight (48) inches by forty-eight (48) inches, all windows.

Field Verification: Contractor shall field measure and verify all rough openings prior to ordering. Contractor is solely responsible for correct sizing, configuration, anchorage method, and installation requirements based on actual field conditions.

DESIGN PRESSURE / WIND REQUIREMENTS

Provide window assemblies rated for a minimum design pressure of +137.50 psf and -110.00 psf. Design pressure compliance shall be demonstrated for the exact ordered configuration, including frame type, glazing type, opening size, installation method, and anchorage.

CODE COMPLIANCE / APPROVALS

All windows shall comply with all applicable requirements of the Florida Building Code, including windborne debris protection. The basis of design for the Water Plant/Building Department fixed picture windows shall be ES Windows ES-P252 LMI Fixed Window with Florida Product Approval FL# 26359.1 and Miami-Dade NOA 24-1101.03. Bidder may propose an equivalent product only if it meets or exceeds the specified design pressures, glazing requirements, and coastal durability requirements, and is supported by a valid Florida Product Approval or Miami-Dade NOA applicable to the proposed configuration and installation.

Approval documentation shall match the proposed product exactly, including frame material, glazing type including impact laminated and tint and Low-E and insulated glass if applicable, design pressure rating, and approved anchorage method and installation limitations. Similar, equivalent, meets intent, partial approvals, or approvals not covering the exact configuration are not acceptable.

FRAME MATERIAL AND COASTAL DURABILITY

Due to severe coastal exposure and documented corrosion-related failures of prior installations, the intent of this specification is to obtain a window system designed for long-term performance in barrier-island salt-air conditions. Provide a product with factory sealing and construction designed to protect internal components from coastal moisture intrusion and wind-driven rain.

HARDWARE, FASTENERS, AND CORROSION RESISTANCE

All fasteners, anchors, screws, clips, and attachment components shall be stainless steel or manufacturer-documented coastal-grade corrosion-resistant materials suitable for coastal salt-air exposure. Statements such as corrosion-resistant, standard hardware, typical hardware, or similar generic descriptions are not acceptable. The Bidder shall provide submittal documentation identifying the material type and finish of all fasteners and anchorage components.

FINISH / COLOR

Provide window frames in bronze exterior finish, manufacturer standard bronze finish. Finish shall meet AAMA 2605 Bronze requirements for exterior and interior finishes.

GLAZING / SOLAR CONTROL / TINT

Provide impact-rated laminated glazing as required by code and approval listing. Glazing shall include factory tint and factory solar-control Low-E coating to reduce solar heat gain and glare. Aftermarket window film is prohibited.

GRIDS

Windows shall be provided with no grids. Provide plain glass only, with no grilles, muntins, or divided-lite bars of any type.

INSTALLATION REQUIREMENTS

Install windows in strict accordance with manufacturer installation instructions, Florida Product Approval (FL#) or Miami-Dade NOA requirements, and Florida Building Code requirements. Contractor shall provide all anchorage, sealants, backer rod, perimeter water management, and related installation components required for a complete and watertight installation at masonry openings. Contractor shall restore all affected interior finishes to match existing conditions, including replacement of interior trim, interior sills, casing, and related finish materials impacted by the work. No deviations from the approved installation method are permitted.

SUBMITTALS

Submit the following for review and approval prior to ordering materials: Florida Product Approval (FL#) or Miami-Dade NOA complete package, manufacturer product data for the exact proposed window, design pressure documentation confirming compliance with +137.50 psf and -110.00 psf for the exact configuration and size, glazing documentation confirming factory tint and solar-control Low-E and impact compliance, installation instructions including anchorage and fastener schedule, and shop drawings identifying window sizes, types, and installation method.

PERMITS AND INSPECTIONS

The awarded Contractor shall obtain all required permits, schedule all required inspections, and obtain final approval and closeout. Use of private providers is prohibited. All inspections shall be performed by the Town of Highland Beach Building Department.

CONTRACTOR RESPONSIBILITY

The awarded Contractor is solely responsible for field measurements, verifying existing conditions, ordering correct products, and ensuring full compliance with this specification, the Florida Building Code, and the approved product approvals or NOAs. No additional compensation will be provided for errors in measurement, ordering, or installation.

COASTAL WARRANTY CONFIRMATION

Prior to ordering windows, the awarded Contractor shall provide written documentation from the window manufacturer confirming that the proposed window system, including frame, glazing, sealants, and internal construction, is warranted for installation in a coastal barrier-island environment, including exposure to salt air and wind-driven salt spray. Manufacturer limitations, exclusions, special maintenance requirements, cleaning requirements, or shortened warranty periods applicable to coastal installations shall be clearly identified in writing. Manufacturer warranty and contractor warranty shall not exclude coastal exposure unless such exclusion is explicitly disclosed in writing prior to procurement and accepted by the Town in writing. Failure to provide the required coastal warranty confirmation shall be grounds for rejection of the product and submittal.

OPTIONAL ADD ON – TOWN HALL

GENERAL

Provide and install fourteen (14) new single-hung, impact-resistant windows to replace existing windows at the Town of Highland Beach Town Hall located at 3614 South Ocean Blvd, Highland Beach, FL 33487. All windows are located on the first floor. Work shall be a full tear-out to masonry openings, including complete removal of existing window frames, anchors, perimeter sealants, interior trim, interior sills, and related components, and installation of new complete window assemblies. The awarded Contractor shall furnish all labor, materials, equipment, supervision, permits, inspections, coordination, and closeout documents required for a complete, code-compliant installation. The awarded Contractor shall restore all affected interior and exterior finishes to a complete and professional condition, including replacement of interior trim, interior sills, casing, and related finish materials impacted by the work.

WINDOW TYPE AND SIZE

Window Type: Single hung, impact-resistant.

Quantity: Fourteen (14) windows, all located on the first floor.

Nominal Sizes: Windows vary in size and range from twenty-seven (27) inches by sixty-three (63) inches to thirty-six (36) inches by sixty-two (62) inches, including two (2) smaller windows measuring approximately sixteen (16) inches by thirty-six (36) inches.

Field Verification: The awarded Contractor shall field measure and verify all rough openings prior to ordering. The awarded Contractor is solely responsible for correct sizing, configuration, anchorage method, and installation requirements based on actual field conditions.

DESIGN PRESSURE / WIND REQUIREMENTS

Provide window assemblies rated for a minimum design pressure of +90.00 psf and -80.00 psf. Design pressure compliance shall be demonstrated for the exact ordered configuration, including frame type, glazing type, opening size, installation method, and anchorage.

CODE COMPLIANCE / APPROVALS

All windows shall comply with all applicable requirements of the Florida Building Code, including windborne debris protection. The basis of design for the Town Hall single-hung windows shall be ES Windows ES-H340 LMI Single Hung with Florida Product Approval FL# 17892.1. Bidder may propose an equivalent product only if it meets or exceeds the specified design pressures, glazing requirements, and coastal durability requirements, and is supported by a valid Florida Product Approval or Miami-Dade NOA applicable to the proposed configuration and installation.

Approval documentation shall match the proposed product exactly, including single hung configuration, frame material, glazing type including impact laminated and tint and Low-E and insulated glass if applicable, design pressure rating, and approved anchorage method and installation limitations. Similar, equivalent, meets intent, partial approvals, or approvals not covering the exact configuration are not acceptable.

FRAME MATERIAL AND COASTAL DURABILITY

Due to severe coastal exposure and documented corrosion-related failures of prior installations, the intent of this specification is to obtain a window system designed for long-term performance in barrier-island salt air conditions. Provide a product with factory sealing and construction designed to protect internal components from coastal moisture intrusion and wind-driven rain.

HARDWARE, BALANCES, SPRINGS, AND FASTENERS

The window hardware and internal operating components shall be suitable for severe coastal environments. All internal components and operating hardware, including balances, springs, pivots, operators, screws, fasteners, clips, and anchors within the window assembly, shall be stainless steel or manufacturer-documented coastal-grade corrosion-resistant materials suitable for coastal salt-air exposure. Statements such as corrosion-resistant, standard hardware, typical hardware, or similar generic descriptions are not acceptable. Contractor shall provide submittal documentation identifying the material type and finish of hardware components and fasteners.

FINISH / COLOR

Provide window frames in bronze exterior finish, manufacturer standard bronze finish. Finish shall meet AAMA 2605 Bronze requirements for exterior and interior finishes.

GLAZING / SOLAR CONTROL / TINT

Provide impact-rated laminated glazing as required by code and approval listing. Glazing shall include factory tint and factory solar-control Low-E coating to reduce solar heat gain and glare. Aftermarket window film is prohibited.

GRIDS

Windows shall be provided with no grids. Provide plain glass only, with no grilles, muntins, or divided-lite bars of any type.

INSTALLATION REQUIREMENTS

Install windows in strict accordance with manufacturer installation instructions, Florida Product Approval (FL#) or Miami-Dade NOA requirements, and Florida Building Code requirements. The awarded Contractor shall provide all anchorage, sealants, backer rod, perimeter water management, and related installation components required for a complete and watertight installation at masonry openings. The awarded Contractor shall restore all affected interior finishes to match existing conditions, including replacement of interior trim, interior sills, casing, and related finish materials impacted by the work. No deviations from the approved installation method are permitted.

SUBMITTALS

Submit the following for review and approval prior to ordering materials: Florida Product Approval (FL#) or Miami-Dade NOA complete package, manufacturer product data for the exact proposed window, design pressure documentation confirming compliance with +90.00 psf and -80.00 psf for the exact configuration and size, glazing documentation confirming factory tint and solar-control Low-E and impact compliance, hardware documentation identifying internal hardware materials and coastal suitability, installation instructions including anchorage and fastener schedule, and shop drawings identifying window sizes, types, and installation method.

PERMITS AND INSPECTIONS

Contractor shall obtain all required permits, schedule all required inspections, and obtain final approval and closeout. Use of private providers is prohibited. All inspections shall be performed by the Town of Highland Beach Building Department.

CONTRACTOR RESPONSIBILITY

The awarded Contractor is solely responsible for field measurements, verifying existing conditions, ordering correct products, and ensuring full compliance with this specification, the Florida Building Code, and the approved product approvals or NOAs. No additional compensation will be provided for errors in measurement, ordering, or installation.

COASTAL WARRANTY CONFIRMATION

Prior to ordering windows, the awarded Contractor shall provide written documentation from the window manufacturer confirming that the proposed window system, including frame, glazing, sealants, and internal operating hardware, is warranted for installation in a coastal barrier-island environment, including exposure to salt air and wind-driven salt spray. Manufacturer limitations, exclusions, special maintenance requirements, cleaning requirements, or shortened warranty periods applicable to coastal installations shall be clearly identified in writing. Warranty documentation shall specifically address internal operating components and hardware, including balances, springs, pivots, operators, and fasteners. Manufacturer warranty and contractor warranty shall not exclude coastal exposure unless such exclusion is explicitly disclosed in writing prior to procurement and accepted by the Town in writing. Failure to provide the required coastal warranty confirmation shall be grounds for rejection of the product and submittal.

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INVITATION TO BID
FOR
WINDOW REPLACEMENT
BID No.: 26-002
PERMIT FEE SCHEDULE

EXHIBIT “B”

TOWN OF HIGHLAND BEACH
BUILDING AND LAND DEVELOPMENT
SCHEDULE OF FEES
EFFECTIVE 10/01/2025 – 09/30/2026

V. BUILDING DEPARTMENT

- a. All building permit fees shall be based upon the value of the work to be performed. The "value of work" shall be determined in accordance with Section 109 of the Town's Administrative Amendments to the Florida Building Code.
- b. The minimum building permit fee shall be \$100.
- c. **Building permit fees** shall be calculated per each \$1,000 of valuation or portion thereof for each trade (building, plumbing, mechanical, or electrical) or for each specialty (pools, fire suppression, alarm, or security systems, etc.). Those fees are as follows:
 - i. \$22.00 per \$1,000 or portion thereof of value up to \$500,000.
 - ii. \$17.50 per \$1,000 or portion thereof of value above \$500,000.
Note: For permits issued for properties within the Town of Gulf Stream, 5% of the collected fees will be allocated to the Town of Gulf Stream for administrative services.
- d. **Private Provider** rates per F.S. 553.791 & F.S. 553(2)(b)
 - i. Private Provider inspections only -8% of (c) only.
 - ii. Private Provider plan review only -10% of (c) only.
 - iii. Private Provider inspections & plan review -18% of (c) only.
- e. **Sales Trailer Permit Fee:** The fee for sales trailers shall be \$500 per trailer, shall include all sub-trade inspections, and shall expire after six (6) months. The permit may be renewed for additional six (6) month increments upon payment of an additional fee.
- f. **Construction Trailer Permit Fee:** The fee for a construction trailer shall be \$250 and shall include all sub-trade inspections.
- g. **Contractor Registration:** All contractors working in the Town of Highland Beach must be registered with the Building Department. Registration requires the submission of basic information about the contractor, including a government-issued photo ID, along with proof of valid licenses and insurance, and a local county business tax receipt. Contractors must hold a valid license issued by the State of Florida or be licensed as a contractor or registered as an installer with Palm Beach County. There is no fee for registering with the Town of Highland Beach.

h. Reinspection Fees:

- i. \$75.00 for second inspection (same item)
- ii. \$150.00 for third inspection* (same item)
- iii. \$250.00 for the fourth inspection* (same item)
- iv. \$300.00 for the fifth inspection* (same item)
 - * (requires the licensed qualifier to be at the site for the inspection)

i. Additional Fees:

- i. \$100.00 for fire sprinkler permits. Does not include the electrical permit.
- ii. \$50.00 per page for plans requiring additional review after the initial review
- iii. \$50.00 for change in contractor
- iv. \$100.00 flooring and/or balcony tile fee (not shower tile or pan replacement)
- v. \$20.00 for remote video inspections – RVI (elective)
- vi. \$50.00 for a portable storage unit
- vii. \$100.00 to extend permit prior to permit expiring
- viii. \$250.00 for reinstatement of expired permit (if approved by the Building Official)
- ix. Appeal of Building Code Decision: \$1,500.00
- x. Additional Highland Beach Fire Department fees may apply. Contact HBFR
- xi. Florida State Surcharges
 - a. BCAIF: 1.5% of permit fee
 - b. FBC: 1% of permit fee

j. Penalty Fees:

- i. Two and a half times (2.5X) the original permit fee, but not to exceed \$10,000, for work commenced without a permit

Approved by the Town Commission on October 7, 2020

k. Planning & Zoning Fees:

- i. Site plan: \$1,500.00
- ii. Special Exception: \$1,500.00

- iii. Comprehensive Plan Amendment: \$1,500.00
- iv. Revision to Code of Ordinances: \$1,500.00
- v. Variance: \$1,500.00
\$500.00 each additional variance
- vi. Appeal of Zoning Determination: \$1,500.00
- vii. Zoning Verification Letter: \$150.00
- viii. Hourly attorney consultation fee. Must be paid with all land development applications. \$500.00 deposit plus any costs that exceed the \$500.00
- ix. License Agreement or Unity of Title: \$1,000.00
- x. Appeal to Town Commission: \$1,500.00
- xi. Engineering Review Fee: \$500.00 plus any additional cost
- xii. Floating Vessel Platform Application Review Fee: \$150
- xiii. Short-Term Rentals registration fee. \$250.00
- xiii. Short-Term Rentals inspection fee. \$150.00
- xiv. Short-Term Rentals re-inspection fee (failure to pass initial inspection) \$75.00
- xv. Short-Term Rentals biennial renewal fee. \$150.00
- xvi. Short-Term Rentals change of agent fee. \$50.00
- xvii. Short-Term Rental penalties:
 - a. \$250.00 fine, daily per violation for the first offense;
 - b. Up to \$500.00 fine, daily, per violation for repeat offenses;
 - c. \$250.00 cost of prosecution.

Refund Policy

- *No refunds for issued permits, permits under \$200, penalty fees, surcharges, etc.*
- *No refunds on permit applications greater than 30 days old*
- *Refunds shall be 60% of the fee paid in excess of \$200.*

Cost Recovery Provision. The applicant is responsible for the cost of recovering administrative, engineering, legal review, and/or any other professional service required in conjunction with any application, including any public notice costs in excess of the minimum advertising fee, including notice costs, such as postage, etc.

INVITATION TO BID
FOR
WINDOW REPLACEMENT
BID No.: 26-002
BID PROPOSAL

Date: _____

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of product/service specified in the ITB.

Basis of Award: It is the intent of the Town to award the Bid to one Contractor who is the lowest responsive and responsible bidder of the option that the Town chooses. Due to budgetary constraints, the Town reserves the right to award whichever option is in the Town's best interest. ALL PRICES MUST BE HELD FOR A MINIMUM OF 120 DAYS AFTER THE BID DUE DATE.

ITEM NO.	DESCRIPTION	UNIT		UNIT PRICE
1	WINDOW REPLACEMENT – WATER TREATMENT PLANT / BUILDING DEPARTMENT	Lump Sum	\$	
2	(ADD ON) WINDOW REPLACEMENT – TOWN HALL	Lump Sum	\$	

COMPANY NAME

AUTHORIZED SIGNATURE

PRINTED NAME

(_____)_____
TELEPHONE NUMBER

TITLE

E-MAIL ADDRESS

Attachment "A"
Town of Highland Beach
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the Town requires appropriate coverages listing the Town of Highland Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the Town as "Certificate Holder" and "The Town of Highland Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the Town: **(NOTE: This list is not all inclusive, and the Town reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

<u>TYPE</u> (Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability	Each Occurrence	\$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	\$ 50,000.00
Employees & Officers	Med. Expense (any one person)	\$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	\$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	\$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	\$ 1,000,000.00
Any Auto	Other Than Auto Only	\$ 100,000.00
Garage Keepers Liability	Each Accident	\$ 1,000,000.00
	Aggregate	\$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	\$ 100,000.00
	Disease, Policy Limit	\$ 500,000.00
	Disease Each Employee	\$ 100,000.00
Property		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids to: Clerk's Office
3614 South Ocean Blvd.
Highland Beach, FL 33487
Telephone: (561) 278-4548

Bid Title: **"WINDOW REPLACEMENT"**

Bid Number: **26-002**

Bid Due: **4/28/2026, NO LATER THAN 2:00 P.M. (LOCAL TIME)**

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the Town.

Name of Bidder: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

Authorized Signature

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of _____,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Said bid is genuine and is not a collusive or sham bid;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Highland Beach or any person interested in the proposed Contract; and
- 5) **The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

(Signed) _____

—

Subscribed and sworn to before me _____ (Title) _____
by means of ___physical presence or ___ online notarization
This _____ day of _____, 20 _____

My commission expires _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Highland Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me by means of ____ physical presence or ____ online notarization
this _____ day of _____, 20 _____

Printed Information:

NAME

TITLE

NOTARY PUBLIC, State of Florida
at Large

COMPANY

"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall 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 Town of Highland Beach or by any political subdivision 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 shall 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 shall:

- 1) 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) 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) 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) In the statement specified in subsection (1), notify the employee 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) 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) 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.

Bidder's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this ITB and the resulting contract, and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors.

The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the contract justifying its termination.

BIDDER NAME

By _____

Title: _____

Date: _____

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Town of Highland Beach, Florida

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: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2026 by _____, as _____ of _____ who is ☐ personally known to me or ☐ produced _____ as identification.

Notary Public
My Commission Expires:

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT
TO SECTION 287.133(3)(A),
FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Highland Beach (the “Town”) 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 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, 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 a jury verdict, non-jury 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:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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 (1) 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 (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state 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 (indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 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.

_____ The entity submitting this sworn statement, or one (1) 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 Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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)

The foregoing document was sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2026 by _____, as _____ of _____ who is ☐ personally known to me or ☐ produced _____ as identification.

Notary Public
My Commission Expires:

A D D E N D A
TOWN OF HIGHLAND BEACH
FLORIDA

BID TITLE: **"WINDOW REPLACEMENT"**

BID NO.: 26-002

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS**

REFERENCES FOR _____ (NAME OF BIDDER)		
Company Name:		
Address:		
Years/Description of Services:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Years/Description of Services:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Years/Description of Services:		
Contact Name:		
Phone:	Fax:	E-Mail:

“DRAFT”
SUBJECT TO REVISIONS PRIOR TO SIGNING

CONTRACT FOR WINDOW REPLACEMENT

THIS CONTRACT (“Contract”) is made this _____ day of _____, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation (“Town”) and _____, a Florida corporation, with its principal address at _____ (“Contractor”).

WHEREAS, the Town is a municipal corporation organized and existing pursuant to its Charter and the Constitution of the State of Florida; and

WHEREAS, the Town is in need of a contractor to provide the replacement of windows, and the Town issued an Invitation to Bid No. 26-002 (“ITB”) regarding the same; and

WHEREAS, Contractor submitted a bid response to the ITB, and the Town desires to accept Contractor’s response to allow Contractor to render the goods and services to the Town as provided herein; and

WHEREAS, Contractor warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the Town finds awarding the ITB to Contractor as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is acknowledged by both parties, it is hereby agreed between Contractor and the Town as follows:

Article 1. CONTRACT.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract; the Town’s Invitation to Bid, the Bid submitted by Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error, or discrepancy by Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy, or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed change orders
Second Priority:	This contract
Third Priority:	Town's Invitation to Bid (attached hereto as Exhibit "A")
Fourth Priority:	Contractor's Bid (attached hereto as Exhibit "B")

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Highland Beach, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission (depending on the authority set forth in the Town's Procurement Code).

1.3 Contract Price. The Contract Price shall be _____ **DOLLARS AND**
_____ **CENTS** which shall be payable in accordance with Article 3 of this Contract.

1.4 Contract Time. Contractor agrees to fully complete the scope of work as set out in the Town's Bid, attached hereto and incorporated herein as **Exhibit "A,"** within 90 days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, substantial, and/or final completion for the Work shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Item 1.5 herein.

1.5 Liquidated Damages. **The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the services described in the Contract Documents are not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town \$250.00 for each day that expires after the time specified in paragraph 1.4. Liquidated Damage shall not be the Town's sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and, there shall be no bonus paid to the Contractor for early completion of the services**

Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for Town window replacement as specified in the ITB.

Article 3. PAYMENT PROCEDURES

3.1 The Contractor shall submit invoices detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

Town of Highland Beach
Attn: Finance Department
3614 S. Ocean Blvd.
Highland Beach, FL 33487

The Town's Building Official will review each invoice submitted by Contractor. If approved by the Town's Finance Department, the Town will make payment in accordance with the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, in accordance with Section 255.078, Florida Statutes, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract. If not approved, the Town will notify Contractor within ten (10) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

- 3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough, and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.
- 3.3 Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract Documents or otherwise related to the project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.
- 3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 4. SUBCONTRACTORS

All sub-contractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. The prime contractor may only subcontract work to entities properly licensed for their respective trades in accordance with Sections 489.105 through 489.113, Florida Statutes. The subcontractor's own employees must perform that work. It cannot be subcontracted again or delegated to unlicensed individuals.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Contract, Contractor makes the following representations:

- 5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 5.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, investigations, explorations, and test reports which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.
- 5.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

- 6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.
- 6.2 Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Town, its officers or employees, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

- 7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract Documents if Contractor:
- (a) refuses or fails to supply enough properly skilled workers or proper materials;
 - (b) fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers
 - (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - (d) takes action, short of declaring bankruptcy, evidencing insolvency;
 - (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
 - (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may finish the Work by whatever reasonable method the Town may deem expedient.

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney fees, resulting from the Contractor's termination under this provision by the Town,

including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

Article 8. INSURANCE.

Prior to commencing any services, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the Town and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/	\$1,000,000 per occurrence
Errors and Omissions	\$3, 000,000 annual aggregate
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Auditor, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Excess liability	\$1,000,000
Automobile (owned, non-owned, & hired)	\$ 1,000,000 per occurrence
Worker’s Compensation	\$ statutory limits
Including employer’s liability insurance	\$ 100,000 per occurrence \$ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Except for Workers’ Compensation, all policies shall contribute as primary and non-contributory. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive

subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Article 9. PUBLIC RECORDS.

Public Records: Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if Contractor does not transfer the records to the Town.
- D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

Article 10. MISCELLANEOUS.

10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal

representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Contract.
- 10.6 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.7 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.8 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the

remaining provisions hereof shall not in any way be affected or impaired thereby.

- 10.9 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.
- 10.10 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.11 Independent Contractor: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- 10.12 Successors and Assigns: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.13 Enforcement; Waiver of Jury Trial: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 10.14 Continuing Obligation: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.15 Reserved.
- 10.16 Notice: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Blvd.
Highland Beach, FL 33487

and to Contractor as follows:

Either party may amend this provision by written notice to the other party.

- 10.17 Public Entity Crimes: Contractor acknowledges and agrees 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- 10.18 Force Majeure: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes, or civil unrest.
- 10.19 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

If this Contract is for one million dollars or more, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Contract at its sole option if Contractor, or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

- 10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make

such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible for safeguarding all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.

- 10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).
- 10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.
- 10.24 Human Trafficking: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- 10.25 E-Verify: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
 - c. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
 - d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
 - e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
 - f. Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the

date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract on the day and year first above written.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney

CONTRACTOR

By: _____

Print Name:
Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, who was physically present, as _____ (title), of _____, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ (Contractor), to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT “A”

Town’s Bid

EXHIBIT “B”

Contractor’s Bid