INVITATION TO BID

FOR

BUILDING DEPARTMENT RENOVATION

BID No.: 25-002

1949

BID OPENING DATE: 6/18/25
BID OPENING TIME: 2:00 P. M. (LOCAL TIME)

INVITATION TO BID

FOR

BUILDING DEPARTMENT RENOVATION BID No.: 25-002

Bids must be received by 2:00 PM on 6/18/25 in a sealed envelope clearly labeled "BID # 25-002: BUILDING DEPARTMENT RENOVATION" 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 Chapter 2, Article VIII, Lobbyist Registration, 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 Town Commission or their staff, the 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. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered 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 vendors for the interior improvement of unfinished space within the Building Department offices located on the second floor of 3616 S Ocean Blvd. The scope of work includes the conversion of existing, unfinished interior space into new office and storage areas based on the plans contained herein.

The Town will handle fire alarm and fire sprinkler installations directly through its own contractors. The awarded vendor will be responsible for coordinating with these contractors as needed.

Modification from Drawings: The designated storage area will **not** receive a suspended ceiling and will require **no** mechanical work.

All interior office walls must be insulated for sound attenuation.

All exterior mass walls are to receive a continuous minimum R-4 foam board insulation, with metal studs installed over the foam board to receive drywall and finishes.

All emergency lighting and exit signage must comply with the 8th Edition of the 2023 Florida Building Code (FBC).

MANDATORY PRE-BID CONFERENCE:

A mandatory Pre-Bid Conference will be held at 10:00 a.m., 6/6/25, at the Town of Highland Beach Town Hall, 3614 South Ocean Blvd., Highland Beach, Florida 33487, to present the project scope, 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: <u>6/18/25, no later than 2:00PM (Local Time)</u>, 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

BUILDING DEPARTMENT RENOVATION

BID No.: 25-002

Section 1 – SUBMITTAL INFORMATION

- A. The Town of Highland Beach will receive bid responses until <u>6/18/25</u> at <u>2:00 P.M. (LOCAL TIME)</u> 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 <u>delivered to the Town Clerk's Office</u> 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 <u>responsibility of each bidder</u>, <u>prior to submitting the bid response</u>, 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 # 25-002: BUILDING DEPARTMENT RENOVATION" 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 <u>legal name</u>, <u>address</u>, <u>and telephone number</u> of the bidder (firm, corporation, partnership or individual). Responses shall be <u>signed</u> above the <u>typed or printed name and title</u> of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their 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.
	SUBMITTAL FORMS – Bidders must complete and submit the required forms for submittal

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) П References

to be considered a valid response.

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 ability 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 a 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 proposals.

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GENERAL CONDITIONS FOR BIDDERS

<u>FAMILIARITY WITH LAWS:</u> 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.

<u>BID FORMS:</u> The bidder will submit a bid proposal on the bid forms provided. All bid prices, amounts, and descriptive information must be legibly entered. The bidder must state the price and the time of delivery 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.

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

<u>BID DEADLINE</u>: It is the bidder's responsibility to assure that the Bid is delivered at the proper time and place prior to the Bid deadline. The Town of Highland Beach is <u>not</u> 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.

<u>TIME OF DELIVERY:</u> Contractor agrees to fully complete the scope of work as set out in this ITB within 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.

<u>STANDARDS:</u> Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

- A. 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. A satisfactory record of performance;
- C. A satisfactory record of integrity;
- D. Qualified legally to Contract within the State of Florida and the Town of Highland Beach;
- E. Supplied all necessary information in connection with the inquiry concerning responsibility.

<u>INTERPRETATIONS:</u> Any questions concerning conditions and specifications should be directed to the Town Clerk's Office 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.

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

<u>SUBCONTRACTING:</u> If a bidder subcontracts any portion of a Contract 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 Contracts 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 Contract 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.

<u>EXCEPTIONS</u>: Incorporation in a bid of exceptions to any portion(s) of the Contract 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 Contract documents.

<u>ALTERNATES:</u> 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 items. The Town reserves the right to accept or reject the alternates or 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 vendor'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 bidder 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 vendor's name being removed from the Town of Highland Beach's vendor mailing list.

<u>DISPUTES:</u> 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 successful 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.

<u>LEGAL REQUIREMENTS:</u> 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.

<u>PUBLIC ENTITY CRIMES</u>: 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, 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 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.

<u>ADVERTISING:</u> 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 WITH CONTRACT CONDITIONS".

<u>ASSIGNMENT:</u> Any 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 bidder's operation pursuant to the awarded Contract and from and against all costs, counsel 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 selected 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.

<u>INSURANCE</u>: 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 of 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 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 Contractor.

AWARD OF CONTRACT: The low 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.

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

<u>LICENSE AND PERMITS:</u> It shall be the responsibility of the successful 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.

<u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:</u> Bidder certifies that all material, equipment, services, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material, equipment, services, etc. delivered is subsequently found to be deficient in 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.

<u>PALM BEACH COUNTY INSPECTOR GENERAL:</u> The bidder understands and agrees that the below or similar language will be included in the contract should the bidder be chosen.

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.

<u>PUBLIC RECORDS</u>: Sealed documents received by the Town in response to an invitation 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 Fla. Stat. § 119.07, 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 should the bidder be chosen.

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 – Fla. Stat. § 287.05701

Pursuant to section 287.05701, Florida Statutes (2023), 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

If the Scope of Work for this Invitation to Bid is for a "public works project" as defined in Section 255.0993, Florida Statutes, or for the purchase of materials for a public works project, 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, 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.

EXHIBIT A SPECIAL CONDITIONS FOR BIDDERS

BONDS:

A. PAYMENT AND PERFORMANCE BONDS:

As required by Section 255.05, Florida Statutes, the successful bidder will be required to execute a Payment and Performance Bond with a surety insurer authorized to do business in the State of Florida. 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, Contractor(s) shall provide to Town a certified copy of the recorded bond(s). The Town may not execute the Contract or make any payment to Contractor until Contractor 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:

The awarded contractor shall be required to submit three (3) permits for this project – a Building Remodeling Permit, an Electrical Permit, and a Mechanical Permit. It shall be the responsibility of the awarded contractor to obtain all licenses and permits at no additional cost to the Town.

MINIMUM QUALIFICATIONS OF BIDDERS:

This bid will be awarded only to responsible bidders qualified by experience and expertise to provide the work specified. The following evidence of eligibility may be required to be submitted:

- A. General Contractor's License
- B. The bidder must be in business for the last five (5) years under the same name.

EXHIBIT A INVITATION TO BID FOR BUILDING DEPARTMENT RENOVATION BID No.: 25-002

SCOPE OF WORK:

General

The Town of Highland Beach is soliciting bids from qualified vendors for the interior improvement of unfinished space within the Building Department offices located on the second floor of 3616 S Ocean Blvd. The scope of work includes the conversion of existing, unfinished interior space into new office and storage areas based on the plans contained herein.

The Town will handle fire alarm and fire sprinkler installations directly through its own contractors. The awarded vendor will be responsible for coordinating with these contractors as needed.

Modification from Drawings: The designated storage area will **not** receive a suspended ceiling and will require **no** mechanical work.

All interior office walls must be insulated for sound attenuation.

All exterior mass walls are to receive a continuous minimum R-4 foam board insulation, with metal studs installed over the foam board to receive drywall and finishes.

All emergency lighting and exit signage must comply with the 8th Edition of the 2023 Florida Building Code (FBC).

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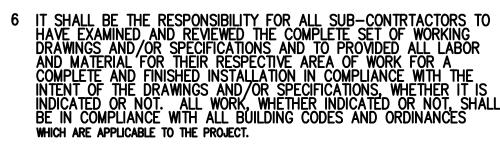
EXHIBIT A **INVITATION TO BID**

FOR

BUILDING DEPARTMENT RENOVATION BID No.: 25-002

BID SPECIFICATIONS

GENERAL NOTES



- THE DESIGN INFORMATION INDICATED ON PLANS IS INTENDED TO BE A COMPLETE AND WORKABLE SYSTEM IN ACCORDANCE WITH ALL PRODUCT MANUFACTURER'S SPECIFICATIONS, EXISTING AND/OR PROPOSED, BUILDING DESIGN, FIELD CONDITIONS, ETC. ALL MISCELLANEOUS MATERIAL, PARTS, DESIGN DIMENSIONS, WHETHER INDICATED ON PLANS OR NOT, SHALL BE INCLUDED AS PART OF THIS DRAWING PACKAGE.
- ARCHITECT SHALL BE NOTIFIED PRIOR TO START-UP OF CONSTRUCTION SHOULD EXISTING FIELD CONDITIONS VARY FROM DRAWINGS BY GREATER THAN 2".
- 14 THE GENERAL CONTRACTOR SHALL HAVE MADE ALL REQUIRED PROVISIONS FOR THE REMOVAL OF DEBRIS FROM SITE, HAVING CHARGES DUMPING FEES, ETC IN HIS ORIGINAL BID SUBMISSION.
- 15 THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE PRIOR TO COMMENCEMENT OF WORK FOR THE OWNER'S APPROVAL
- 16 THE ARCHITECT IS RICHARD BARNES.
- 17 ALL DRAWINGS, SPECIFICATIONS & COPIES THEREOF FURNISHED BY THE ARCHITECT ARE AND SHALL REMAIN HIS PROPERTY, NO CHANGES, ADDITIONS, OR DELETIONS MAY BE MADE WITHOUT HIS PRIOR CONSENT.
- THE ARCHITECT RESERVES ALL COMMON LAW COPYRIGHTS OR OTHER RESERVED RIGHTS IN CONNECTION WITH THIS PROJECT AND THESE DOCUMENTS.
- WORK INCLUDES BUT IS NOT LIMITED TO EXCAVATION, FILLING AND GRADING, PAVING, AND OTHER ITEMS OF SITE WORK AS WELL AS GENERAL CONSTRUCTION, ELECTRICAL, PLUMBING AND AIR CONDITIONING WORK AS REQUIRED FOR A COMPLETE AND OPERATIONAL JOB AS SHOWN AND/OR INDICATED ON THESE PLANS AND SPECIFICATIONS.
- 20 ALL MATERIALS, COLORS, FIXTURES AND FINISHED ARE TO BE SELECTED BY THE OWNERS' AGENT UNLESS OTHERWISE NOTED.
- 21 THE GENERAL CONTRACTOR, WHERE REQUIRED SHALL PROVIDE ALL NECESSARY FRAMING AND BLOCKING ABOVE THE FINISHED CEILING. ALL ANCHORAGE THROUGHOUT THE CEILING MUST BE CARRIED TO STRUCTURE ABOVE. ALL MATERIALS ABOVE FINISHED CEILING SHALL BE NON-COMBUSTIBLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY UTILITIES, CONNECTIONS AND PAYMENT OF UTILITY CHARGES INCURRED DURING CONSTRUCTION.
- 24 WRITTEN DIMENSIONS GOVERN. THE CONTRACTOR SHALL NOT SCALE THE PLANS.
- 25 CONTRACTOR TO FURNISH ALL ANCHORAGE FOR ALL WALL OR CEILING MOUNTED EQUIPMENT.

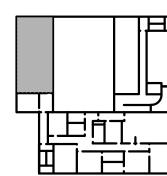
PROJECT:

HIGHLAND BEACH BUILDING DEPARTMENT OFFICE INTERIOR IMPROVEMENT

TOWN OF HIGHLAND BEACH

3614 S OCEAN BLVD. HIGHLAND BEACH, FL 33487

SCOPE OF WORK THIS PERMIT Tenant Improvement



- A1 COVER SHEET A2 DEMOLITION PLAN
- A3 LIFE SAFETY PLAN A4 FLOOR PLAN
- A5 REFLECTED CEILING PLAN
- E1 ELECTRICAL PLAN M1 MECHANICAL PLAN
- NO PLUMBING

FLORIDA BUILDING CODE, BUILDING (2023) FLORIDA BUILDING CODE, FUEL GAS (2023) FLORIDA BUILDING CODE, MECHANICAL (2023) FLORIDA BUILDING CODE, PLUMBING (2023) FLORIDA ELECTRIC CODE, ELECTRICAL (2023) FLORIDA FIRE PREVENTION CODE, NFPA 70 BUILDING CODE, ENERGY CONSERVATION (2023) FLORIDA BUILDING CODE, EXISTING BUILDING (2023) FLORIDA BUILDING CODE, ACCESSIBILITY. (2023)

107.3.5 Minimum plan review criteria for buildings.

The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions: and all exterior elevations:

ALTERATION—LEVEL 2

504.1 Scope.

Level 2 alterations include the reconfiguration of space, the addition or elimination of any door or window, the reconfiguration or extension of any system, or the installation of any additional

602.2 Types I and II.

Types I and II construction are those types of construction in which the building elements listed in Table 601 are of noncombustible materials, except as permitted in Section 603 and elsewhere in this code.

OCCUPANCY B

CONSTRUCTION CLASSIFICATION TYPE II

TENANT FIREWALL SEPARATION IS 1-HR

BUILDING IS SPRINKLERED

TOTAL FLOOR AREA OF WORK IS 600 SF

THROUGH WALL PENETRATIONS

METALLIC PIPING THROUGH FIRE RATED WALL ASSEMBLIES 4" DIAM OR SMALLER WL-1063 OR 64 PLASTIC PIPING THROUGH FIRE RATED ASSEMBLY 2" OR SMALLER

AIR DUCT PENETRATIONS THROUGH FIRE RATED ASSEMBLIES 24 GA. METAL DUCT WL-7001 OR 02

BX WIRE PENETRATIONS THROUGH FIRE RATED ASSEMBLIES WL-1195

USE INTUMESCENT FIRE CAULK FOR PLASTIC PIPES AND STANDARD FIRE CAULK FOR METALLIC PIPES

INSTALL ALL PENETRATION FIRE STOPS PER MANUFACTURERS RECOMMENDED PROTOCOLS PROVIDE FIRE DAMPERS WHERE AIR DUCTS PENETRATE FIRE RATED ASSEMBLIES.

301.1.2 Work area compliance method.

Repairs, alterations, additions, changes in occupancy and relocated buildings complying with the applicable requirements of Chapters 5 through 13 of this code shall be considered in compliance with the provisions of this code.

PROJECT INFORMATION AND DESIGN CRITERIA

ADDRESS/LEGAL DESCRIPTION
Address:
Address:
Folio:
Legal:

PROJECT DESCRIPTION Level II Renovation Tenant improvement in an existing commercial building. No structural or exterior work in scope of work. No alteration to exterior facades of building

APPLICABLE CODES FLORIDA BUILDING CODE (2023) & SUPPLEMENT (BUILDING, MECHANICAL, PLUMBING FUEL N.F.P.A. 101 (CURRENT ED.) FLORIDA FIRE PREVENTION CODE FLORIDA ACCESSIBILITY CODE FOR BLDG. CONSTRUCTION CHAPTER 11 FBC

Level II Alteration as per FBC Exist. Bldg.

FIRE PROTECTION Building is: Sprinklered On Battery Back-up **Emergency Lighting** Fire Alarm System Not in Scope of Work Atrium Space/Mezzanine Under 75' **Building Height**

HANDICAP COMPLIANCE This project will be a barrier free space as per F.A.C.-Section 4.1.6. (Accessible building alterations) FBC Chapter 11 to the best of my belief and knowledge. The existing building & parking lot is barrier free as per Florida Accessibility Code (Section 4.1.8.)

LIFE SAFETY NFPA 101 (CURRENT EDITION)/FFPC 2017 Provide one 5 lb. ABC type Extinguisher per every 2,500 sf, not to exceed

NUMBER OF EXITS

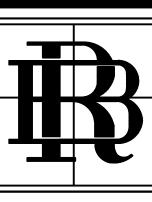
75' of travel. Mount 5'-0" a.f.f. to top of extinguisher. Provide (4)

CORRIDORS/TENANT SEPARATION (Existing to Remain) Tenant Fire Separation 508.4.(FBC) - 1 hour fire separation is required between Group B (Business) & B(BUSINESS). Section FBC 708 and 708.3 requires 1 - Hr. separation between individual tenants (FBC 708.4 - rated walls should be continuous from floor slab to underside of roof deck. Rated walls shall comply with FBC 713 (Joint sys.) Provide stencil stating "fire and smoke barrier: protect all openings".

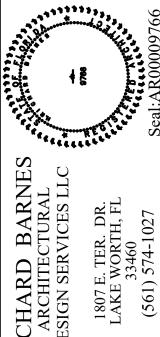
OCCUPANCY CLASSIFICATION Group B (FBC 309)BUSINESS NFPA 101-2020 Class C (FFPC) 6.1.10&37.1.4.2.1 Occupant load: Life Safety Occupant Load (N.F.P.A. 101, Chap 7.3.1.2) & (FBC - Table 1004.1) 1 person per 150 SF of gross floor area. Mixed occupancy: 302.2 Office use less than 10% of primary occupancy -No separation required. Occupancy Tenant FBC Table 302.1.1. - table 302.3.2. - No separation is required for storage is less than 1,000. sf.

CONSTRUCTION TYPE/FIRE RESISTANCE RATING Construction Type: Type II (Protected) FBC 602 Construction Requirements: 0 Hour Columns: Steel Beams, Girders, Joists:Steel 0 Hour PLUMBING FIXTURE COUNT FBC Table 403.1 Persons Water Closets Urinals Provided

BID SET ONLY

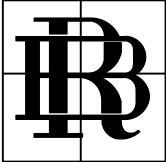


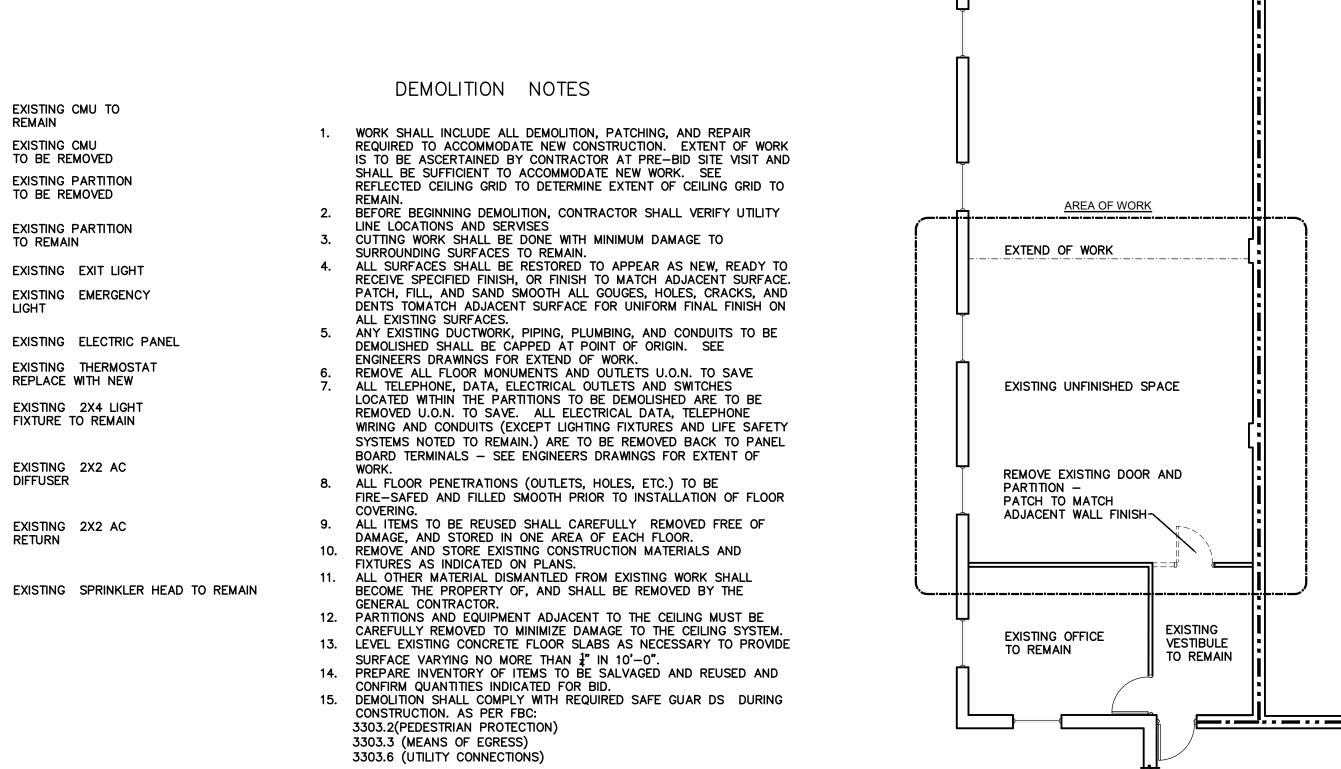
ALL IDEAS, DESIGNS,
ARRANGEMENTS AND PLANS
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THIS DRAWING ARE OWNED BY
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DESIGN SERVICES, LLC AND THE
PROPERTY OF THIS OFFICE AND
WERE CREATED, EVOLVED AND
DEVELOPED FOR USE ON, AND IN
CONNECTION WITH THE SPECIFIED
PROJECT. NONE OF SUCH IDEAS,
DESIGNS, AND ARRANGEMENTS OR
PLANS SHALL BE USED BY OR
PLANS SHALL BE USED BY OR
OR CORPORATION FOR ANY
PURPOSE WHATSOEVER WITHOUT
WRITTEN DIMENSIONS ON THESE
DRAWINGS SHALL HAVE
PRECEDENCE OVER SCALE
DIMENSIONS.
CONTRACTOR SHALL VERIFY AND
BE RESPONSIBLE FOR ALL
DIMENSIONS AND CONDITIONS ON
THE JOB AND THIS OFFICE MUST
BE NOTIFIED OF ANY VARIATIONS
FROM THE DIMENSIONS AND
CONDITIONS AS SHOWN ON THESE
DRAWINGS.

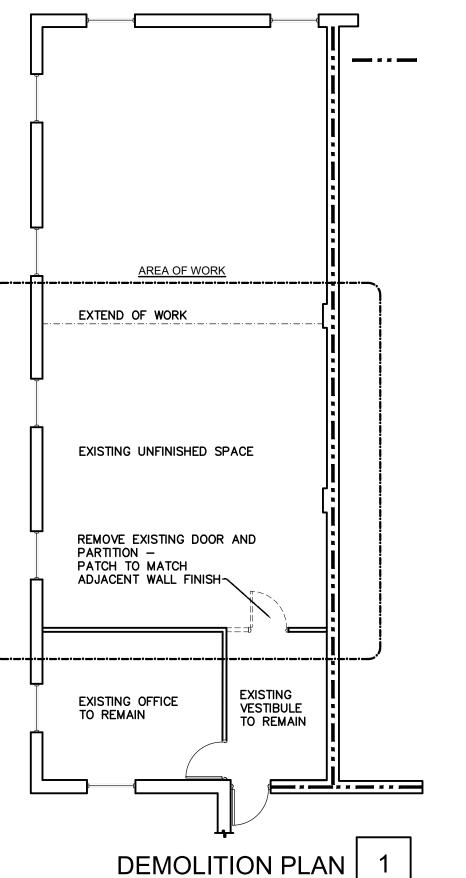


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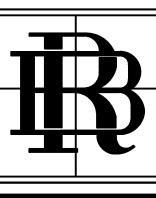
AS NOTED FOR PERMIT 1-3-25 A-1



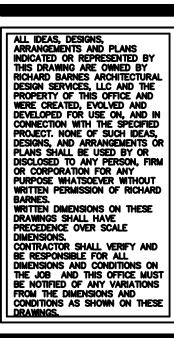


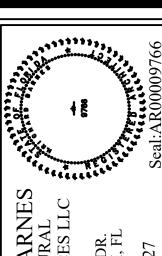


SCALE: 1/4"=1'-0"



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FOR PERMIT
1-3-25
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A-2

- FIRE / LIFESAFTEY NOTES
- 1. PROVIDE EXIT SIGN WITH 6" LETTERS OVER REQUIRED EXITS, WHERE INDICATED AND ADDITIONAL SIGN AS REQUIRED BY BUILDING DEPARTMENTS INSPECTOR OR FIRE DEPARTMENT FIELD INSPECTOR. CONNECT EXIT SIGNS TO EMERGENCY POWER CIRCUITS. COMPLY WITH BUILDING CODES.
- 2. MAINTAIN FOR DURATION OF THE WORK, EXITS, EXIT LIGHTING, FIRE PROTECTIVE DEVICES AND ALARMS IN CONFORMANCE WITH APPLICABLE CODES AND TO THE SATISFACTION OF LOCAL FIRE MARSHALL.
- MAINTAIN AISLES AT LEAST 44" WIDE AT PUBLIC AREA.
- 4. INSTALL PORTABLE FIRE EXTINGUISHER'S) WITH A RATING OF NOT LESS THAN 2-A WITHIN 75 FOOT TRAVEL DISTANCE TO ALL PORTIONS OF TENANT SPACE PER NFPA 10. VERIFY ACCEPTABLE LOCATION(S) WITH LOCAL
- FIRE MARSHALL AND ARCHITECT. 5. EMERGENCY LIGHTING IS DESIGNED TO GIVE A UNIFORM MINIMUM VALUE OF ONE FOOTCANDLE AT FLOOR LEVEL AT ALL LOCATIONS OF TENANT SPACE.
- 1. EMERGENCY WARNING SYSTEMS SHALL WARN THE HEARING IMPAIRED. "VISUAL WARNING" STROBE LIGHTS TO HAVE A FREQUENCY OF NOT MORE THAN 60 FLASHING PER MINUTE.
- 2. EVERY SWINGING EXIT DOOR SHALL BE OPERABLE FROM THE INSIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. SPECIAL LOCKING DEVICES SHALL BE OF AN APPROVED TYPE. ALL NEW DOORS SHALL HAVE ACCESSIBLE LEVER HANDLES.
- 3. DOORS OPENING INTO REQUIRED 1-HOUR FIRE RESISTIVE CORRIDORS SHALL HAVE A 20 MONUMENT RATING AND BE SELF CLOSING.
- 4. INTERIOR WALL AND CEILING FINISHES SHALL NOT EXEC AND END POINT FLAME SPREAD RATING AS FURTHER DESCRIBED 4.1. CLASS A, FLAME SPREAD 0-25, SMOKE
- DENSITY 150, FOR MATERIALS INSTALLED IN VERTICAL EXITS 1. OF CLASS A, (REFER TO FINISH LEGEND) 4.2. CLASS B, FLAME SPREAD 26-75,
- SMOKE DENSITY 300, FOR MATERIALS INSTALLED IN HORIZONTAL EXITS. 4.3. CLASS C, FLAME SPREAD 76-200, SMOKE DENSITY 450, FOR MATERIALS

INSTALLED IN ANY OTHER LOCATION.

- 1. DECORATIONS (CURTAINS, DRAPES, SHADES, HANGING, ETC.) SHALL BE NON OR BE FLAME PROOFED IN AN APPROVED MANNER.
- PROVIDE FIRE DAMPERS OR DOORS WHERE AIR DUCTS PENETRATE FIRE-RATED WALLS OR CEILINGS. WOOD BLOCKING SHALL BE FIRE TREATED IN ACCORDANCE WITH

APPLICABLE CODE REQUIREMENTS.

- 4. EXTEND OR MODIFY EXISTING FIRE/LIFE SAFETY SYSTEM AND EXISTING AUTOMATIC FIRE EXTINGUISHING SYSTEM AS REQUIRED TO PROVIDE AN APPROVED FIRE/LIFE SAFETY SYSTEM. SUBMIT PLANS TO LANDLORD AND LANDLORD INSURANCE CARRIER PRIOR TO REVIEW. SUBMIT PLANS TO FIRE DEPARTMENT WITH COMPLETE DESCRIPTION OF SEQUENCE OF OPERATION, AND
- INSTALLATION. LOCATE CENTER OF FIRE ALARM INITIATING DEVICES PER MOUNTING DIAGRAMS, IF AND AS REQUIRED BY MEP DRAWINGS

OBTAINING APPROVAL PRIOR TO

6. MAINTAIN EXISTING AUTOMATIC SPRINKLER SYSTEMS CONTROLS AND OPERATION (IF PRESENT.)

FIRE EXTINGUISHERS SHALL BE MOUNTED NOT TO EXCEED 48" AFF.

FIRE EXTINGUISHERS SHALL BE CURRENTLY DATED AND TAGGED BY LICENSED FIRE EQUIPMENT COMPANY.

ADDITIONAL EXIT SIGNS AND EMERGENCY LIGHTS MAY BE REQUIRED BY THE FIRE INSPECTOR AT THE TIME OF THE FIRE FINAL.

ADDITIONAL FIRE EXTINGUISHERS MAY BE REQUIRED BY THE FIRE INSPECTOR AT THE TIME OF THE FIRE FINAL.

ALL DOORS IN THE MEANS OF EGRESS SHALL BE SINGLE ACTION RELEASE AND SHALL NOT REQUIRE THE USE OF A KEY, TOOL, OR SPECIAL KNOWLEDGE TO OPEN FROM EGRESS SIDE.

DUCT DETECTOR'S REMOTE TEXT SWITCHES SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION 48" GAFF, NFPA 90A 6-4/4.3.(1) AND (2) 2009 EDITION.

EXISTING DOOR HARDWARE CONFORMS TO ABOVE STATED CONDITIONS. NEW TENANT WILL PROVIDE NEW DOOR HARDWARE AS REQUIRED PER THEIR SPECIFIC OCCUPANCY

FIRE RATED DOOR

REVIEW AND APPROVAL BY THE AHJ SHALL NOT RELIEVE THE APPLICANT OF THE RESPONSIBILITY OF COMPLIANCE WITH THIS CODE PER NFPA 1:1.14.1

EMERGENCY LIGHT

COMPLETE SEPARATE FIRE SPRINKLER SHOP DRAWINGS ALL DOORS IN THE MEANS OF EGRESS SHALL BE SINGLE ACTION RELEASE AND SHALL NOT REQUIRE THE USE OF A KEY, TOOL, OR SPECIAL KNOWLEDGE TO OPEN FROM EGRESS SIDE AS PER NFPA 101:7.2.1.5.2

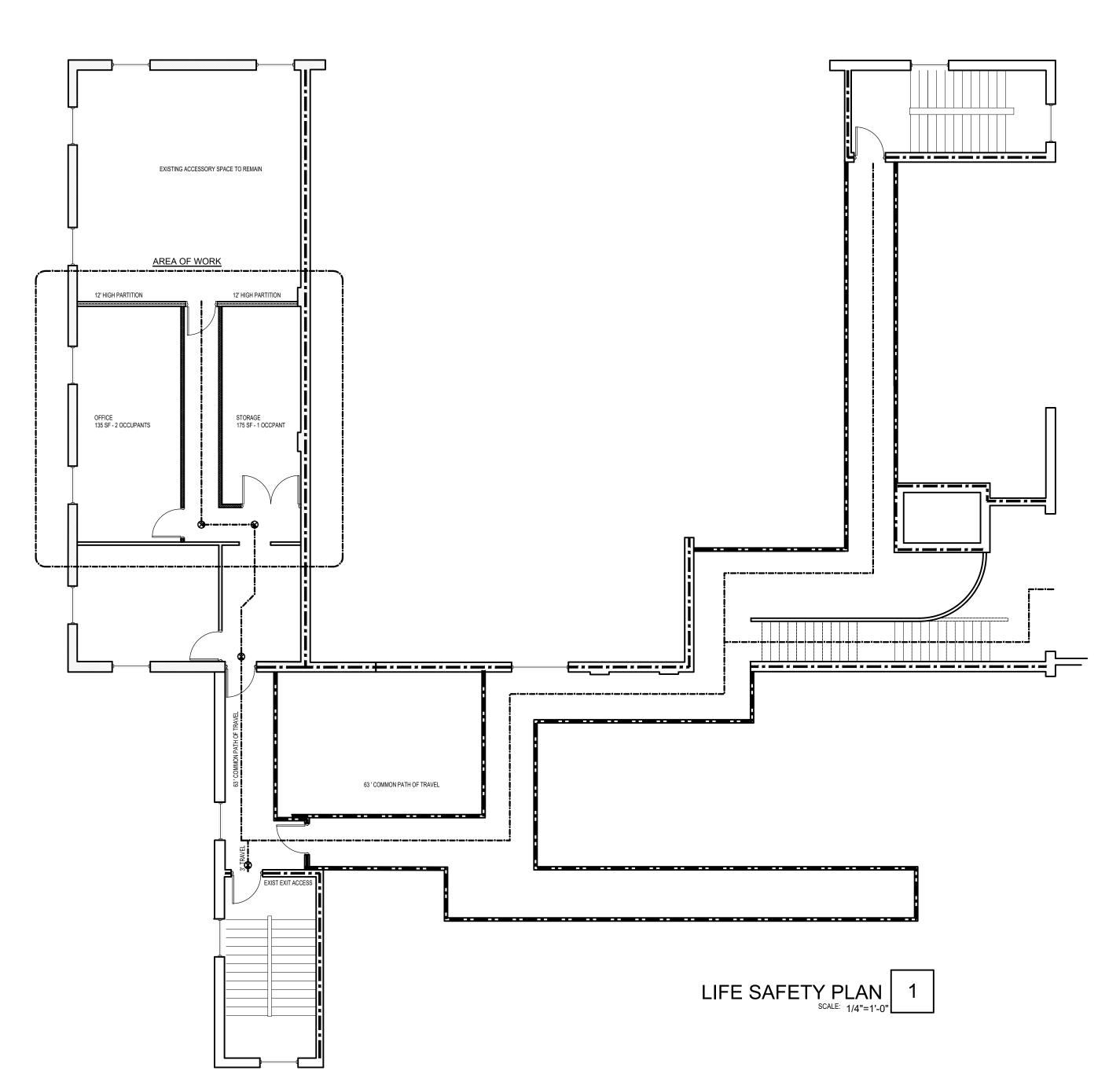
FIRE EXTINGUISHERS SHALL BE MOUNTED NOT TO EXCEED 48" AFF AND SHALL BE CURRENTLY DATED AND TAGGED BY LICENSED FIRE EQUIPMENT COMPANY.

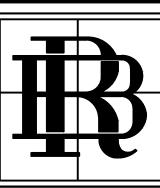
ADDITIONAL EXIT SIGNS AND EMERGENCY LIGHTS MAY BE REQUIRED BY THE FIRE INSPECTOR AT THE TIME OF THE FIRE FINAL.

IN BUILDINGS IN OCCUPANCY GROUP A HAVING AN OCCUPANT LOAD OF 300 OR LESS, GROUPS B, F, M AND S, AND IN PLACES OF RELIGIOUS WORSHIP, THE MAIN EXTERIOR DOOR OR DOORS ARE PERMITTED TO BE EQUIPPED WITH KEY-OPERATED LOCKING DEVICES FROM THE EGRESS SIDE PROVIDED:

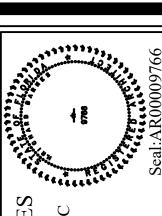
THE LOCKING DEVICE IS READILY DISTINGUISHABLE AS LOCKED:

A READILY VISIBLE DURABLE SIGN IS POSTED ON THE EGRESS SIDE ON OR ADJACENT TO THE DOOR STATING: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. THE SIGN SHALL BE IN LETTERS 1" (25 MM) HIGH ON A CONTRASTING BACKGROUND;





Revisions:



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.NOTES:

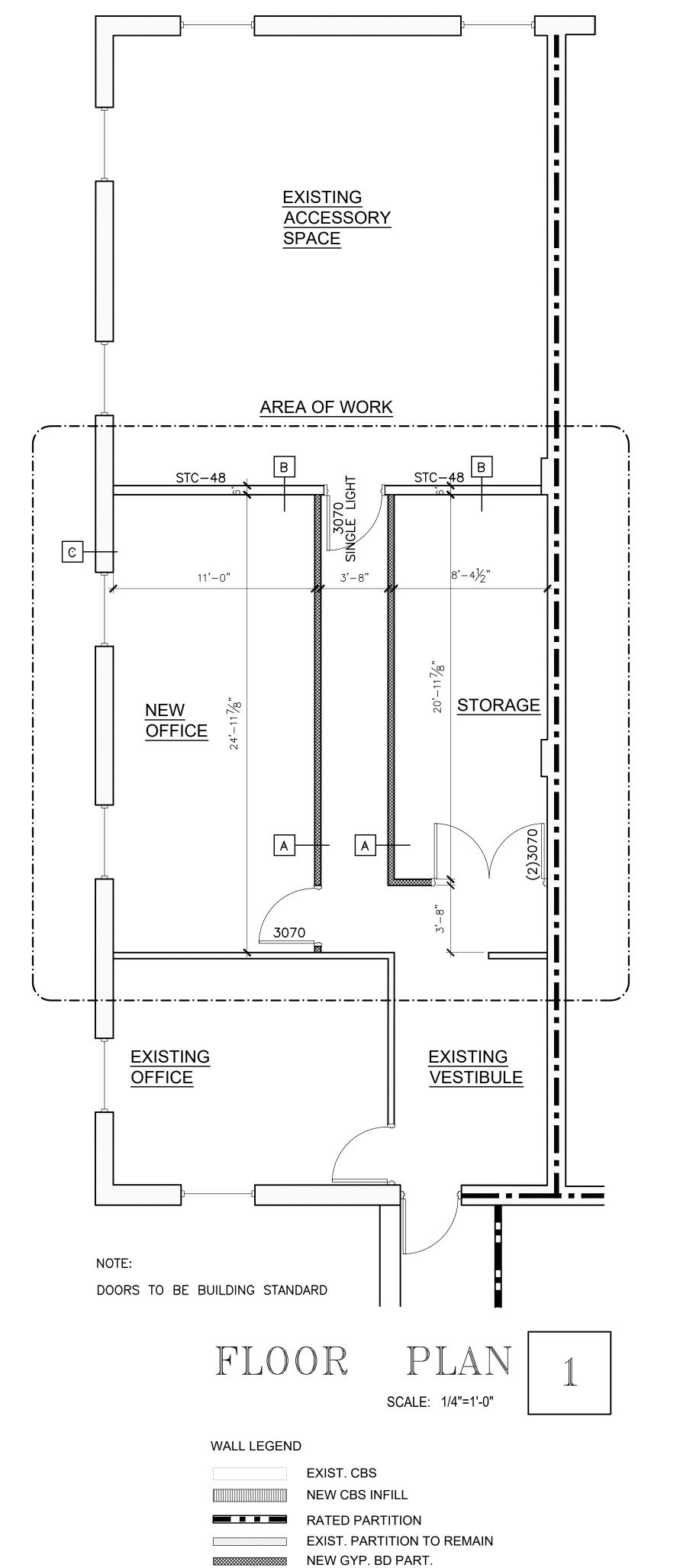
CAVITY

WALL CAVITY

A 3-5/8" METAL STUD- 25 GAUGE-24" O.C., $\frac{5}{8}$ " GYPSUM BOARD EACH SIDE AND SOUND INSULATION IN THE

6" METAL STUD- 25 GAUGE-16" O.C., $\frac{5}{8}$ " GYPSUM BOARD EACH SIDE AND SOUND INSULATION IN THE WALL

5 /8" GYPSUM BOARD OVER 1-5/8" GALV METAL CHANNEL @ 16" O.C. WITH 1" RIGID FOAM INSULATION, R-4 MINIMUM



NOTES:

PROVIDE NEW FLOORING FINISH TO MATCH ADJACENT CARPETING

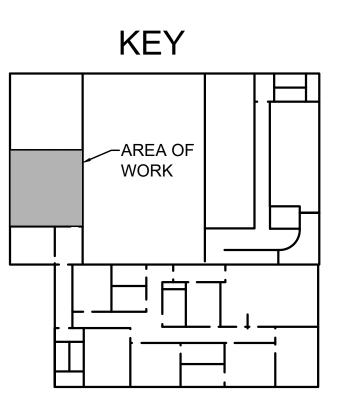
NEW DOORS TO MATCH ADJACENT DOOR HARDWARE TO MATCH ADJACENT KEYING PER TENANT REQUIREMENTS.

NEW BASE TO MATCH EXISTING VINYL BASE

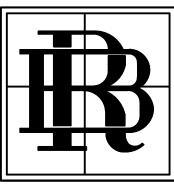
NEW CEILING TILE TO MATCH EXISTING 2X2 ACT LAYING CEILING

WALL FINISH TO MATCH ADJACENT $\frac{5}{8}$ " GYPSUM BOARD TYPICAL

NEW WINDOW TREATMENT TO MATCH ADJACENT

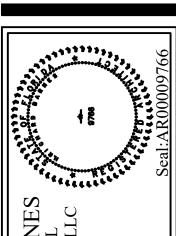


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ROPERTY OF THIS OFFICE AND
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HEVELOPED FOR USE ON, AND II
CONNECTION WITH THE SPECIFIE
ROJECT. NONE OF SUCH IDEAS,
ESIGNS, AND ARRANGEMENTS OF
HANS SHALL BE USED BY OR
HIS CORPORATION FOR ANY

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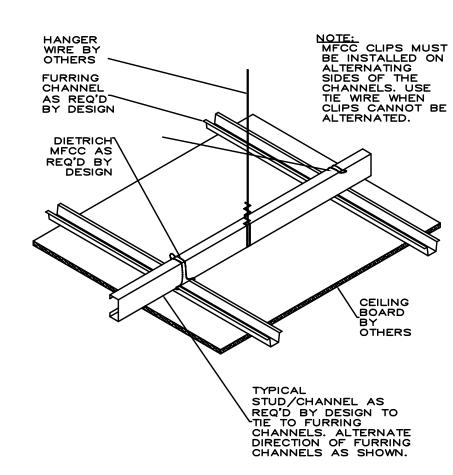
RICHARD BARNES
ARCHITECTURAL
DESIGN SERVICES LLC
1807 E. TER. DR.
LAKE WORTH, FL
33460
(561) 574-1027

AS NOTED

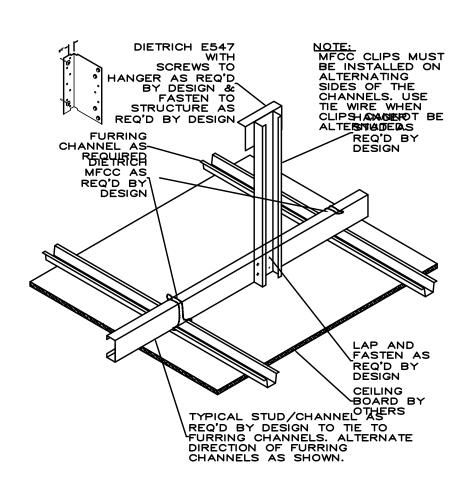
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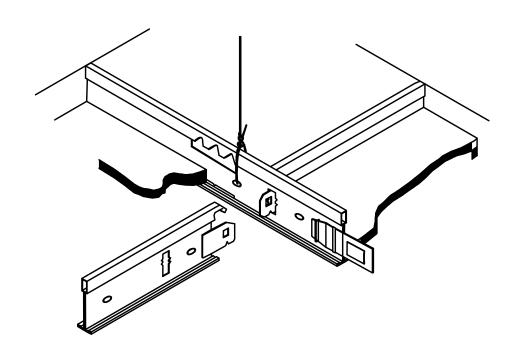
SHEET



2 SUSPENDED CEILING - Interior non rated SOUL HT



3 SUSPENDED CEILING - ALTERNATE Interior non rated SULE ME



SUSPENSION SYSTEM DETAILS:

PROVIDE MAIN RUNNERS CONTINUOUS IN LINE WITH EACH SIDE OF RECESSED LIGHT AND PARALLEL - MAXIMUM 4'-0" ON CENTERS IN THE CEILING FIELD. CROSS RUNNERS SHALL BE MAXIMUM 2'-0" ON CENTERS.

PROVIDE ACCESSIBLE HOLD-DOWN CLIPS FOR ACOUSTIC TILES LESS THAN 1 lb/sf.
PROVIDE MINIMUM 12 GAGE GALVANIZED STEEL HANGER WIRE MAXIMUM 4'-0" ON CENTERS ALONG MAIN RUNNERS.

DETAIL 2
scale: NTS

CEILING NOTES

- CONTRACTOR SHALL EXTEND EXISTING DRYWALL AS REQUIRED TO ALLOW FOR THE ACCOMMODATION OF 9'-0" CEILINGS. DRYWALL SHALL EXTEND 6" MIN. ABOVE NEW CEILING HEIGHT. MATCH ADJACENT
- ACCORDING TO CODE ALL FIXTURES AND
 MECHANICAL DEVICES SHALL BE INDEPENDENTLY SUSPENDED FROM THE STRUCTURAL FLOOR
- CEILING ASSEMBLY AND SHALL NOT BE SUPPORTED
 BY THE CEILING GRID

 4. CEILING DEVICE LOCATIONS ARE SCHEMATIC, AND
 INTENDED TO INDICATED GENERAL LOCATIONS AND
- 4. CEILING DEVICE LOCATIONS ARE SCHEMATIC, AND INTENDED TO INDICATED GENERAL LOCATIONS AND QUANTITIES FOR PRICING PURPOSES. ACTUAL LOCATIONS WILL BE PROVIDED IN A SET OF ENGINEERING DRAWINGS AT A LATER DATE
- 5. PROVIDE R-19 UNFACED BATT INSULATION ABOVE EXAM ROOMS AND OFFICES
- GENERAL ACOUSTICAL TILE SHALL MATCH BUILDING STANDARD.

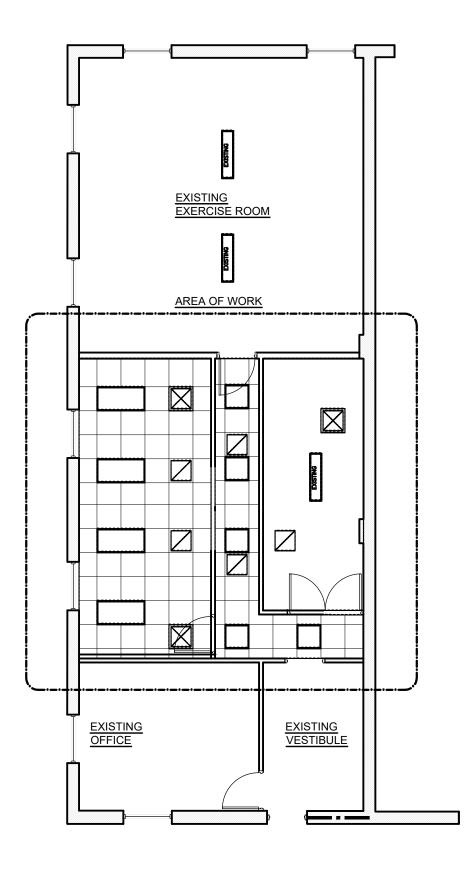
ACOUSTICAL CEILINGS:

SUSPENSION SYSTEM: EXPOSED $^{15}\!\!/_{16}$ " . GRID TYPE, FACTORY-PAINTED WHITE

CEILING TILE" REGULAR CEILING TILE 2' X 2' X 5/8" THICK

STANDARD CEILING HEIGHT 9'-0". WHERE EXISTING CONDITIONS PROHIBIT A LOWER CEILING HEIGHT IS PERMITTED WITH DEVELOPER'S AGENT PRIOR WRITTEN APPROVAL. CEILING AREA WITH LOWER HEIGHTS WILL BE MINIMIZED WITH DRYWALL BULKHEADS.

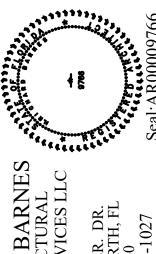
CEILING TO MATCH ADJACENT



REFLECTED CEILING PLAN

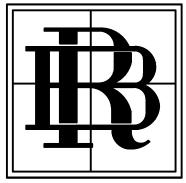
PROJECT
TENANT BUILD OUT
TOWN OF HIGHLAND BEACH
BUILDING DEPARTMENT
TENANT IMPROVEMENT
3614 S OCEAN BLVD

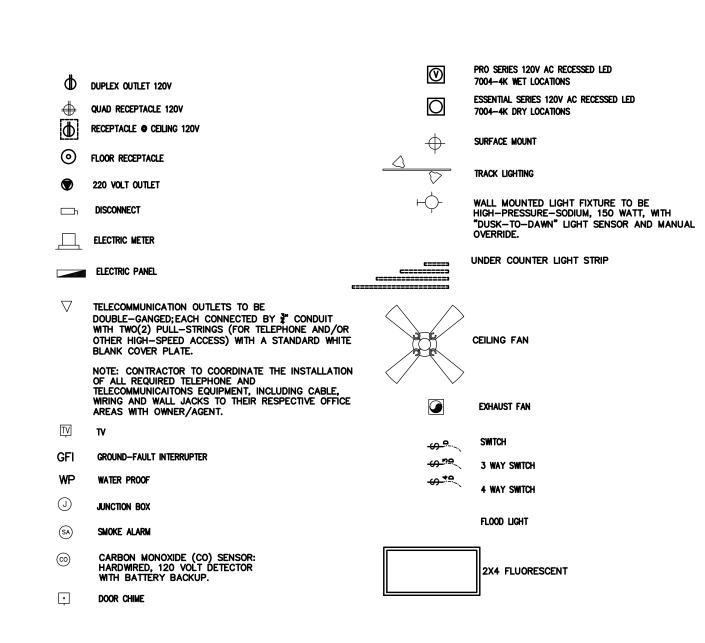




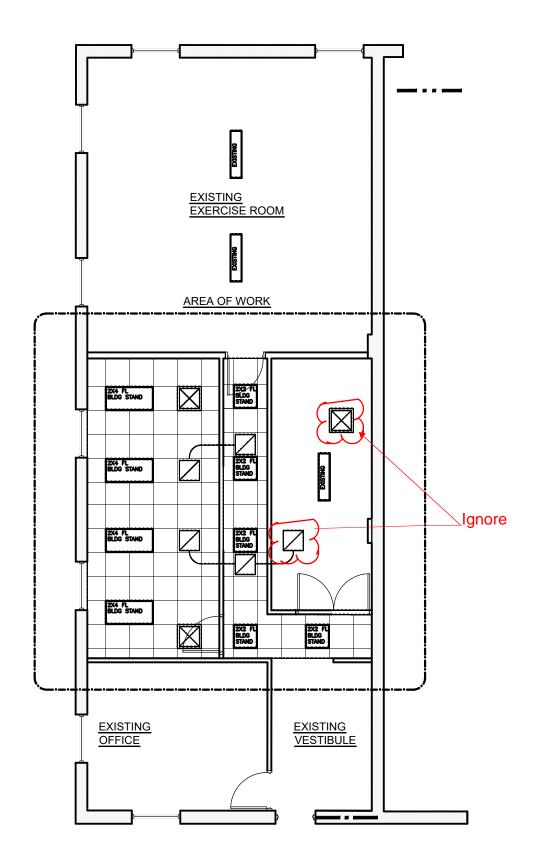
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EXISTING EXERCISE ROOM ☐ 3/4" CONDUIT COMMUNICATION **⊕**EXHAUST FAN EXISTING VESTIBULE



NEC 406.11 TAMPER RESISTANT RECEPTACLES REQUIRED IN ALL AREAS SPECIFIED IN 210.52. NOTE: ALL RECEPTACLES TO BE © 15" AFF TO BOTTOM OF RECEPTACLE UNLESS NOTED OTHERWISE OR ABOVE COUNTER. KITCHEN COUNTER OUTLETS ARE COMPLIANT WITH NEC 210.52(C) THE DISHWASHER IS REQUIRED TO BE GFCI PER NOTE 210.8 ALL 120V SINGLE PHASE OUTLETS AND RECEPTACLES ARE REQUIRED TO BE AFCI PROTECTED IN THE KITCHEN ALL LED DRIVERS FOR RECESSED LIGHTS MUST BE ACCESSIBLE PER NEW 314.29 ALL RECEPTACLES CHANGED, INCLUDING WIREMOLD STYLE MUST BE TAMPER RESISTANT NEC 406.11 TAMPER RESISTANT RECEPTACLES REQUIRED IN ALL AREAS SPECIFIED IN 210.52. NOTE:
ALL RECEPTACLES TO BE © 15" AFF TO BOTTOM OF
RECEPTACLE UNLESS NOTED OTHERWISE OR ABOVE COUNTER. NOTE:
ALL SWITCHES TO © 42" AFF TO BOTTOM OF SWITCH UNLESS NOTED OTHERWISE. R404.1 LIGHTING EQUIPMENT (MANDATORY). NOT LESS THAN 75 PERCENT OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICACY LAMPS OR NOT LESS THAN 75 PERCENT OF THE PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL CONTAIN ONLY HIGH-EFFICACY LAMPS. EXCEPTION: LOW-VOLTAGE LIGHTING.

RESIDENCE IS EQUIPPED WITH SMOKE ALARMS POWERED BY 10 YEAR BATTERY — THROUGH OUT. ONE IN EACH BEDROOM AND WITHIN 10 FEET OF COMMON HALL OUTSIDE BEDROOM DOOR.

SMOKE DETECTORS SHALL BE HARDWRED TO BATHROOM OR KITCHEN CIRCUIT AND WITH BATTERY BACKUP. INTERCONECT TO ALL OTHER SMOKE DETECTORS SO THAT ALL WILL SOUND. (FBC 905.2) AND (NFPA 101 243.4)

SMOKE ALARM:

SMOKE DETECTOR NOTE

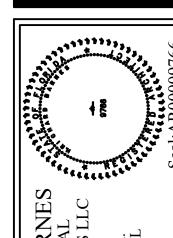
CIRCUIT NUMBERS ON PLANS ARE FOR EQUIPMENT SIZING ONLY. ACTUAL CIRCUITRY TO BE DETERMINED IN FIELD

ELECTRICAL PLAN 1

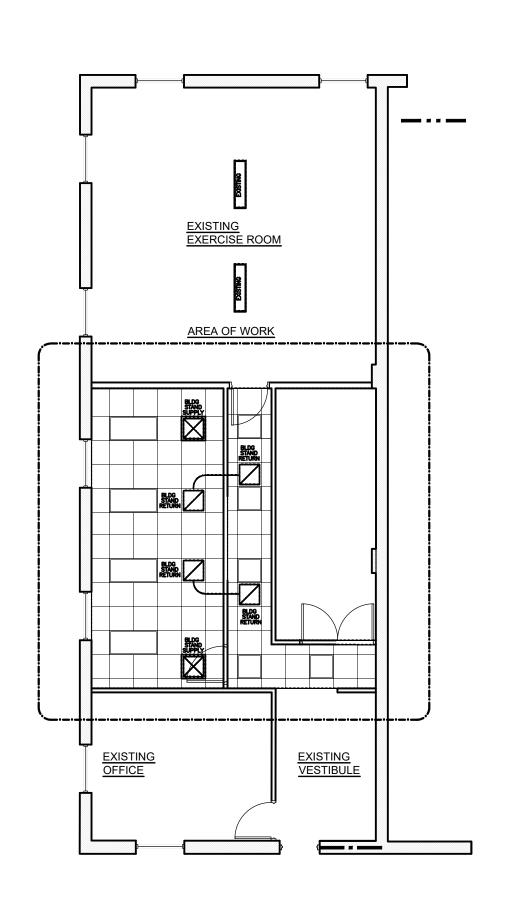
CONNECT NEW ELECTRIC RECEPTACLES TO EXISTING CIRCUIT — VERIFY IN FIELD

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DISCLOSED TO ANY PERSON, FIRM
OR CORPORATION FOR ANY
PURPOSE WHATSOEVER WITHOUT
WRITTEN PERMISSION OF RICHARD
BARNES.
WRITTEN DIMENSIONS ON THESE
DRAWINGS SHALL HAVE
PRECEDENCE OVER SCALE
DIMENSIONS.
CONTRACTOR SHALL VERIFY AND
BE RESPONSIBLE FOR ALL
DIMENSIONS AND CONDITIONS ON
THE JOB AND THIS OFFICE MUST
BE NOTIFIED OF ANY VARIATIONS
FROM THE DIMENSIONS AND
CONDITIONS AS SHOWN ON THESE
DRAWINGS.

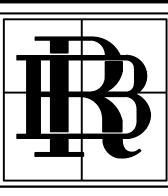
Revisions:



RICHARD BARNES
ARCHITECTURAL
DESIGN SERVICES LLC 1807 E. TER. DR. LAKE WORTH, FL 33460 (561) 574-1027



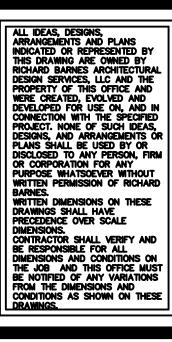
MECHANICAL PLAN 1 SCALE: 1/8"=1'-0"

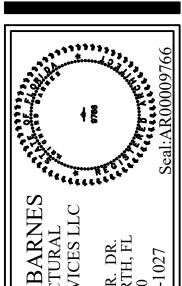


TENANT BUILD OUT

TOWN OF HIGHLAND BEACH
BUILDING DEPARTMENT
TENANT IMPROVEMENT
3614 S OCEAN BLVD
HIGHLAND BEACH, FL

sions:





DRAWN
RB
CHECKED
RB
DATE

AS NOTED
FOR PERMIT
1-3-25
SHEET

M-1

EXHIBIT A **INVITATION TO BID**

FOR

BUILDING DEPARTMENT RENOVATION BID No.: 25-002

PERMIT FEE SCHEDULE

EXHIBIT "B"

TOWN OF HIGHLAND BEACH BUILDING AND LAND DEVELOPMENT SCHEDULE OF FEES

EFFECTIVE 10/01/2024 - 09/30/2025

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. \$25.00 per \$1,000 or portion thereof of value up to \$500,000.
 - ii. \$20.00 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 a Palm Beach County that meets licensing requirements. 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 license holder or qualifier to be at the site for 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 floor and/or balcony tile fee (not shower tile or pan replacement)
- v. \$50.00 for a portable storage unit
- vi. \$100.00 for failure to call for a final inspection prior to permit expiring
- vii. \$100.00 for reinstatement of expired permit (if approved by the Building Official)
- viii. Appeal of Building Code Decision: \$1,500.00
- ix. Additional Highland Beach Fire Department fees may apply. Contact HBFR

j. Penalty Fees:

- i. Two and 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 annual 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.

EXHIBIT A **INVITATION TO BID**

FOR

BUILDING DEPARTMENT RENOVATION BID No.: 25-002

BID PROPOSAL

			Date	:		
To All Bidd	ers:					
		declares that he/she has carefull visions and with the quality, type				oroughly
responsive constraint	e and r s, the	t is the intent of the Town to averselve the country of the option of the option of the country	on that the Toverard whicheve	vn er c	chooses. Due to bu option is in the Tow	dgetary
	ITEM NO.	DESCRIPTION	UNIT		UNIT PRICE	
	1	BUILDING DEPARTMENT RENOVATION	Lump Sum	\$		
	NAD AND	(NIANAT	AUT	10	DIZED OLOMATUDE	
CO	MPANY	/ NAME	AUT	10	RIZED SIGNATURE	
				ı	PRINTED NAME	
(<u>)</u> TELEPHO	NE NUM	MBER			TITLE	
E-MAIL A	DRES	S				

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.)

TYPE	E (Occurrence Based Only) MINIMUM LIMITS REQUIRE			
General	Liability Commercial General Liability Owners & Contractor's Protective (OCP) Liquor Liability Professional Liability Employees & Officers 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	General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Expense (any one person)	\$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00 \$ 50,000.00 \$ 5,000.00	
Automo	obile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos PIP Basic Intermodal	Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage Trailer Interchange	\$ 500,000.00 to be determine to be determine to be determine \$ 50,000.00	
Garage	Liability Any Auto Garage Keepers Liability	Auto Only, Each Accident Other Than Auto Only Each Accident Aggregate	\$ 1,000,000.00 \$ 100,000.00 \$ 1,000,000.00 \$ 1,000,000.00	
Excess 1	Liability Umbrella Form	Each Occurrence Aggregate	to be determine to be determine	
	's Compensation Employer's Liability	Each Accident Disease, Policy Limit Disease Each Employee	\$ 100,000.00 \$ 500,000.00 \$ 100,000.00	
Property			\$ 300,000.00 ased on Project Cost	
Other -	As Risk Identified	to be	determined	

BIDDER ACKNOWLEDGEMENT

Submit Bids to:	Bids to: Clerk's Office 3614 South Ocean Blvd. Highland Beach, FL 33487 Telephone: (561) 278-4548			
Bid Title:	"BUILDING D	EPARTMENT RENOVATION"		
Bid Number:	25-002			
Bid Due:	6/18/25, 2025,	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	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	Vendor Mailing Date:			
E-Mail Address:				
		Authorized Signature		

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Sta	ate of)
Со	unty 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)
	_
	bscribed and sworn to before me (Title)
	means ofphysical presence or online notarization is day of, 20
M۷	commission expires

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)		
COUNTY OF PALM BEACH)		
I, the undersigned hereby duly sworn, depose a be paid to any employees of the Town of Highla gift, directly or indirectly by me or any member of	and Bea	ch as a commission, kickback, reward of
	Ву:	
		NAME - SIGNATURE
Sworn and subscribed before me by means of this day of	-	sical presence or online notarization
		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	
Ву	
Title:	
Date:	

SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sw	orn stater	nent is submitted to the Town of Highland Beach, Florida
by		ndividual's name and title)
for	(print i	ndividual's name and title)
	(print n	ame of entity submitting sworn statement)
whose 1	ousiness a	ddress is
and (if	applicable	e) its Federal Employer Identification Number (FEIN) is:
		no FEIN, include the Social Security Number of the Individual n 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 C entity:	ontract for goods and services is for more than \$1,000,000, I hereby certify that the above-named
	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.
any am compar Statutes that are Iran Te	ount if at ny is on t s, or is eng on the So	Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida aged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 crutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sections List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations.
above a subject Town f	are true a the comp or goods	thorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may any to civil penalties, attorney's fees and/or costs. I further understand that any contract with the or services may be terminated at the option of the Town if the company has been found to have certification.
		(Signature)
online produce	notariza	egoing document was sworn and subscribed before me by means of physical presence or tion this day of , 2025 by , as of who is □ personally known to me or □ as identification.
produce	.u	as identification.

Notary Public My Commission Expires:

FXHIBIT A

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 apples 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 AMONT 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 _____, 2025 by _____, as ____ who is \(\pi\) personally known to me or \(\pi\) produced _____ as identification. Notary Public

My Commission Expires:

A D D E N D A

TOWN OF HIGHLAND BEACH FLORIDA

BID TITLE: "BUILDIN	G DEPARTMENT RENO	VATION"	
BID NO.: 25-002			
DATE SUBMITTED:			
the Contract Form, to	furnish all material, meai	pted, to contract with the Tons of transportation, coordied by the Contract docume	nation, labor and services
Having studied the do	cuments prepared by: Th	ne Town of Highland Beach	
We propose to perforn addenda which we		according to the Contract do	cuments and the following
ADDENDUM	DATE	ADDENDUM	DATE
		,	
□ N	O ADDENDUM WAS RE	CEIVED IN CONNECTION	WITH THIS

REFERENCES FO	OR(NAME OF	F FIRM)
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

I. CONTRACT FOR BUILDING DEPARTMENT RENOVATION

THI	S CONT	'RAC	CT ("Contrac	et") is	mad	e this	s	day of _			_, 2025,	, by a	and betw	<i>l</i> een
the	Town	of	Highland	Bea	ch,	a	Florida	munic	cipal	corpo	ration	("T	own")	and
				_, a	Fl	orida	corpo	ration,	with	its	princip	oal	address	at
				("Co	ntrac	tor")).							

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 BUILDING DEPARTMENT RENOVATION and the Town issued an Invitation to Bid No. 25-002 ("ITB") regarding the same; and

WHEREAS, Contractor submitted a 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 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	e 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 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 BUILDING DEPARTMENT RENOVATION, including the following:

The interior improvement of unfinished space within the Building Department offices located on the second floor of 3616 S Ocean Blvd. The scope of work includes the conversion of existing, unfinished interior space into new office and storage areas based on the plans contained herein.

The Town will handle fire alarm and fire sprinkler installations directly through its own contractors. The awarded vendor will be responsible for coordinating with these contractors as needed.

Modification from Drawings: The designated storage area will **<u>not</u>** receive a suspended ceiling and will require **<u>no</u>** mechanical work.

All interior office walls must be insulated for sound attenuation.

All exterior mass walls are to receive a continuous minimum R-4 foam board insulation, with metal studs installed over the foam board to receive drywall and finishes.

All emergency lighting and exit signage must comply with the 8th Edition of the 2023 Florida Building Code (FBC).

Pursuant to Section 255.20, Florida Statutes, lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of this project, shall be utilized if such products are available and their price, fitness, and quality are equal.

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 <u>not</u> 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.

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.

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Professional liability/

\$1,000,000 per occurrence

Amount of Coverage

Errors and Omissions

\$3, 000,000 annual aggregate

Commercial general liability

\$1,000,000 per occurrence

FXHIBIT A

(Products/completed operations

Contractual, insurance broad form property,

Independent Auditor, personal injury) \$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 561-278-4548, 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	og fol	1033701
and to	Commación	as ioi.	iows.

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 Statues, 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 to safeguard 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:
ATTEST:	Approved as to form and legal sufficiency:
Lanelda Gaskins, Town Clerk	Leonard G. Rubin, Town Attorney
	CONTRACTOR
	By:
[Corporate Seal]	Print Name: Title:
STATE OF FLORIDA) COUNTY OF PALM BEACH)	
personally known to me or who has pr as identification, and who did take a Florida Statutes, are true and correct,	wledged before me this day of, 2025, 1000 physically present, as (title), nuthorized to do business in the State of Florida, and who roduced the following an oath that the facts stated with regard to section 787.000 and that he or she is duly authorized to execute the foregoing (Contractor), to the same.
	Notary Public
	Print Name:

EXHIBIT "A"

Town's Bid

EXHIBIT "B"

Contractor's Bid