



**REQUEST FOR PROPOSALS**  
**FOR**  
**LIBRARY ROOF REPLACEMENT**  
**RFP No.: 26-001**

**RFP OPENING DATE: 4/21/2026**  
**RFP OPENING TIME: 2:00 P.M. (LOCAL TIME)**

**REQUEST FOR PROPOSALS**  
**FOR**  
**LIBRARY ROOF REPLACEMENT**  
**RFP No.: 26-001**

Proposals must be received by 2:00 PM on 4/21/2026, in a sealed envelope clearly labeled “**RFP # 26-001: LIBRARY ROOF REPLACEMENT**” and delivered to:

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

**LOBBYING / CONE OF SILENCE**

Consistent with the requirements of Section 2-355 of the Palm Beach County Code of Ordinances, Highland Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, proposal, or other response and shall remain in effect until Town Commission awards or approves a contract, rejects all proposals or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of the Town Commission or their staff, the Town Manager, any employee of Highland Beach authorized to act on behalf of Highland Beach in relation to the award of a particular contract, or any member of the Selection Committee in reference to the solicitation, with the exception of the Senior Management Analyst or designee. Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal 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 RFP should be directed to Skender Coma, Senior Management Analyst, E-mail: [scoma@highlandbeach.us](mailto:scoma@highlandbeach.us).

## **SCOPE OF WORK:**

The Town of Highland Beach is seeking proposals from qualified contractors to replace the existing tile roof at the Town Library, located at 3618 South Ocean Blvd, and replace it with a standing seam striated metal roof based on the material specifications contained herein. The Town is also requesting pricing to replace the roof at the Water Treatment Plant/Building Department building, located at 3616 S Ocean Blvd. While the Town may consider awarding this project to the successful Proposer, the pricing of the Water Treatment Plant/Building Department building roof will **not** be considered in the evaluation.

The successful Proposer (or awarded Contractor) shall:

- Submit shop drawings and product approval codes for approval prior to start of work.
- Tear off existing roof covering to the sheathing and remove all debris.
- Re-nail sheathing and replace decayed wood as per Florida Building Code.
- Remove all existing gutters and replace with aluminum K-style seven-inch seamless gutters. Existing downspouts shall remain as-is. Gutters shall have shields at high water discharge points.

The work covered by this RFP comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the roof replacement of the Town of Highland Beach Library as described herein.

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

## **MANDATORY PRE-SUBMITTAL CONFERENCE:**

A mandatory Pre-Submittal Conference will be held at 10:00 a.m., 3/19/2026, at the Town of Highland Beach Town Hall, 3614 South Ocean Blvd., Highland Beach, Florida 33487, to present the project scope and submission requirements, answer questions of interested Proposers, and make a site visit.

## **RFP OPENING:**

Sealed proposals will be received in the Town Clerk's Office, Town of Highland Beach, 3614 South Ocean Boulevard, Highland Beach, FL 33487, by: **4/21/2026, no later than 2:00PM (Local Time)**, at which time they will be publicly opened and read.

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

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

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

**REQUEST FOR PROPOSALS**  
**FOR**  
**LIBRARY ROOF REPLACEMENT**

**RFP No.: 26-001**

*Section 1 – SUBMITTAL INFORMATION*

- A. The Town of Highland Beach will receive proposals until **4/21/2026 at 2:00 P.M. (LOCAL TIME)** in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.
- B. Any proposals received after the above stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have its proposal **delivered to the Town Clerk's Office** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Proposal 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 Proposer's request and expense. The Town reserves the right to consider proposals that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the proposal and prior to the award being made.
- C. If any addenda are issued to this RFP, the Town will attempt to notify all prospective proposers who have secured same, however, it shall be the responsibility of each Proposer, prior to submitting the proposal, 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 proposal.
- D. **One (1) original, so marked, one (1) copy, and 1 electronic copy** of the proposal shall be submitted in one sealed package clearly marked on the outside "**RFP # 26-001: LIBRARY ROOF REPLACEMENT**" to: Town of Highland Beach Clerk's Office, c/o Skender Coma, Senior Management Analyst, 3614 South Ocean Blvd., Highland Beach, Florida 33487.
- E. Responses shall clearly indicate the legal name, address, and telephone number of the Proposer (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. Proposer must note their Federal I.D. number on their proposal.

F. PREPARATION OF RFP: This Request for Proposals (also referred to as “RFP”) provides the complete set of terms and conditions, specifications and submittal forms for the required goods and/or services. The RFP and all forms referenced herein may be referred to as the Proposal documents or Contract documents.

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

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

All submittal 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 Proposer in contractual obligations. Unsigned proposals will not be accepted.

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

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## **GENERAL CONDITIONS FOR PROPOSERS**

**FAMILIARITY WITH LAWS:** The Proposer 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 pursuant to this RFP. Ignorance on the part of the Proposer will in no way relieve proposer of responsibility to adhere to such regulations.

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

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

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

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

**MINOR IRREGULARITIES/RIGHT TO REJECT:** Proposers are expected to examine the specifications, delivery schedules, proposal prices, and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk. The Town of Highland Beach reserves the right to waive irregularities or informalities in Proposals or to reject all Proposals or any part of any Proposal 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 proposer 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 proposal or submittal procedure;
- C. Reject or cancel any or all proposals;

- D. Reissue a Request for Proposals;
- E. Extend the RFP submittal deadline;
- F. Procure any item by other means;
- G. Increase or decrease the quantity specified in the Request for Proposals;
- H. Consider and accept an alternate proposal as provided herein when most advantageous to the Town.

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

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

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

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

**SUBCONTRACTING:** If a Proposer intends to subcontract any portion of the project for any reason, the Proposer 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 proposals wherein a subcontractor is named and to make the award to the Proposer, 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 proposal of any Proposer if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time projects of a similar nature, or who is not able to perform properly under this award. The Town reserves all rights in order to make a determination as to the foregoing.

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

**EXCEPTIONS:** Incorporation in a proposal of exceptions to any portion(s) of the proposal documents may invalidate the proposal. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the proposer's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the proposal. The use of Proposer's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the proposal documents.

**ALTERNATES:** Where a base proposal is provided for, the Proposer shall submit a proposal on the base proposal and may exercise its own prerogative in submitting a proposal on alternate items. The Town reserves the right to accept or reject the alternates or the base proposal 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 the selected Contractor's expense. These items and goods and services not delivered as per delivery date in the proposal and or Purchase Order may result in the selected Contractor being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the selected Contractor's name being removed from the Town of Highland Beach's vendor mailing list.

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

**ANTITRUST CAUSE OF ACTION:** In submitting a proposal to the Town of Highland Beach, the Proposer offers and agrees that if the proposal is accepted, the Proposer 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 Proposer.

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

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

**PUBLIC ENTITY CRIMES:** All Proposals 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 proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, 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 proposals, 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 proposal, the Proposer certifies that the proposer is not participating in a boycott of Israel. The proposer further certifies that the proposer 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 proposal response and material breach of contract. The Town shall provide notice, in writing, to the Proposer of the Town’s determination concerning the false certification. The Proposer shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the selected Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the selected Contractor does not demonstrate that the Town’s determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

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

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

LIABILITY: The selected Proposer 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 Proposer(s) shall indemnify, save harmless and undertake the defense of the Town, its Town Commissioners, agents, servants, and 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 the Proposer’s operation pursuant to the awarded Contract and from and against all costs, attorney’s fees, expenses, and liabilities incurred in and 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 Proposer 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 Proposer hereunder, for which the Town may be entitled to a claim or indemnity against the selected Proposer, under the provisions of the awarded Contract. The selected Proposer shall have the right to control the defense of any such claim suit or actions. The selected Proposer 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 Proposer’s breach of any of the provision of the awarded contract. The selected Proposer shall not be responsible for negligent acts of the Town or its employees.

**INSURANCE:** It shall be the responsibility of the selected proposer to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of the selected Proposer's personnel are working on Town of Highland Beach property. The selected Proposer shall furnish the Town with a certificate of insurance after award has been made and prior to the start of any work on Town property. Said insured companies must be authorized to do business in the State of Florida and the Town will not accept any company that has a rating less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the selected Contractor. **(See Attachment "A" for specific requirements)**

**AWARD OF CONTRACT:** The lowest monetary proposal 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 Proposer whose proposal is the most advantageous to the Town. Evaluation of proposals will be made based upon the evaluation factors and standards set forth herein. The Town reserves the right to reject any and all proposals and to waive technical errors as set forth herein. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual proposal preparation costs incurred by the challenging Proposer. In no case will the award be made until the Town has completed all necessary investigations into the responsibility of the Proposer, and the Town is satisfied that the most responsive, responsible Proposer is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

**AS SPECIFIED:** A Contract or Purchase Order will be issued to the successful Proposer 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.

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

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

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

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

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

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

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

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 proposal or Request for Proposals 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](mailto:scoma@highlandbeach.us).

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, the Town may not request documentation of or consider a vendor's social, political, or

ideological interests when determining if the vendor is responsible. Further, the Town may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

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

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

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## SPECIAL CONDITIONS FOR PROPOSERS

### BONDS:

**A. PAYMENT AND PERFORMANCE BONDS:**

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

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

**C. POWER OF ATTORNEY:** Attorneys-in-fact who sign Proposal 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.

### EVALUATION CRITERIA:

Summary of Qualifications (Maximum Potential Points – 35)

This proposal will be awarded only to a responsible proposer qualified by experience and expertise to provide the work specified as determined by the Town. The following is required to be submitted:

- A. Proposer must hold and submit a copy of their State of Florida Certified Roofing Contractor License issued by the State of Florida Construction Industry Licensing Board. No other license will be accepted. Failure to have an active State of Florida Certified Roofing Contractor License will result in the solicitation response being deemed non-responsive.
- B. Proposer must be in business for the last five (5) years under the same name.
- C. Proposer must be able to acquire warranties contained in Material Specifications section.
- D. Proposer shall provide evidence of experience with commercial building roofing and building envelope waterproofing services which are the same or similar to the requirements and scope of this project, as well as techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, building codes and related codes for projects of a similar scope as shown by the successful completion of five (5) projects within the past five (5) years. Please provide the following information for each project:

- 1. Name and location of the project.

2. The nature of the company's responsibility for the project.
3. Name, address, and contact information of the project owner's representative.
4. Date of project.
5. Cost of project (construction cost and cost control measures).

**Approach / Methodology (Maximum Potential Points – 35)**

- A. Describe in detail how the Proposer will accomplish the solution(s) in order to complete required services.
- B. Provide procedures for completing work required and how the procedures will be applied or modified to comply with commercial roofing services.
- C. Provide detailed information on how Proposer will coordinate the completion of required service(s). Provide detailed information on how Proposer will communicate with Town staff during the contract period.
- D. Provide an explanation and detailed examples of any reports and/or data that will be provided prior to, during, and after execution of services.
- E. Provide a detailed project timeframe and key milestones to implement and execute the services.

**Total Project Cost (Maximum Potential Points – 30)**

The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{Maximum Points Available} = \text{Awarded Points}$$

Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 30 points.

$$\frac{100,000}{125,000} = .8 \times 30 = 24 \text{ points}$$

Scoring for this category will be based only on the submitted pricing for the Library. The Building Department / Water Treatment Plant pricing will not be scored.

**REQUEST FOR PROPOSAL  
FOR  
LIBRARY ROOF REPLACEMENT  
PROPOSAL No.: 26-001**

**SCOPE OF WORK:**

**General**

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of the provisions herein contained.

If and whenever in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the Town does not wish to rule out other competition and equal brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is proposed, it is the vendor's responsibility to identify such a product within the proposal and to prove to the Town that said product is equal to that specified and to submit brochures, samples, product approvals, and/or specifications in detail on the item(s) submitted. The Town shall be the sole judge concerning the merits of the proposal submitted.

**Scope of Work**

The Town of Highland Beach is seeking proposals from qualified contractors to replace the existing tile roof at the Town Library, located at 3618 South Ocean Blvd, and replace it with a standing seam striated metal roof based on the material specifications specified herein. The Town is also requesting pricing to replace the roof at the Water Treatment Plant/Building Department building, located at 3616 South Ocean Blvd. Pricing of the Water Treatment Plant/Building Department building roof will **not** be considered in the evaluation.

The awarded Contractor shall:

- Submit shop drawings and product approval codes for approval prior to start of work.
- Tear off existing roof covering to the sheathing and remove all debris.
- Re-nail sheathing and replace decayed wood as per Florida Building Code.
- Remove all existing gutters and replace with aluminum K-style seven-inch seamless gutters. Existing downspouts shall remain as-is. Gutters shall have shields at high water discharge points.

The work covered by this RFP comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the roof replacement of the Town of Highland Beach Library as described herein.

**Contractor Responsibility**

- The awarded Contractor(s) shall provide all supervision, labor, tools, and materials to complete all services as required per the proposal specifications.
- The awarded Contractor(s) will be responsible for ensuring that all employees comply, at all times, with Terms, Conditions, and Specifications outlined in these proposal specifications.

- The awarded Contractor(s) shall provide and ensure the wearing of protective clothing, masks, ear and eye protection, etc., as required by all applicable laws, regulations, ordinances, and/or manufacturer's instructions for materials and equipment. The awarded Contractor's personnel shall be in a company uniform at all times while working on Town property.
- The awarded Contractor(s) is responsible to educate and provide all safety training and personal protection equipment for all of their personnel including following OSHA Regulations.
- The awarded Contractor(s) will be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 Forms (Department of Homeland Security's Employment Eligibility Verification) in compliance with all applicable federal, state, and local statues pertaining to services as specified.

**PERMITS, FEES, AND LICENSING REQUIREMENTS:**

- A. The awarded Contractor shall procure all Town of Highland Beach permits required for any part of the Contractor's work. Any drawings or exhibits necessary for the permit application shall be the responsibility of the Contractor. The Contractor shall pay the cost of the permit fees. Include permit fees in unit pricing.
- B. The awarded Contractor shall review and become familiar with the requirements and conditions associated with the permits issued for the Project. It shall be the sole responsibility of the Contractor to know and fully comply with all the requirements and stipulations included in the permits, as applicable.
- C. The awarded Contractor must hold a properly classified Business Tax Registration (BTR) for the work they are engaging in.

**RESPONSIBILITY FOR MATERIALS:**

The awarded Contractor shall be held responsible for any materials, equipment and work to the full amount of all payments made thereon, and the Contractor will be required to make good at its own cost any injury or damage which said material, equipment or work may sustain from any unforeseen obstructions or difficulties which may be encountered, or from any source or cause whatsoever, or from any action of the elements, before final acceptance thereof.

**USE OF PREMISES:**

The awarded Contractor shall confine equipment, the storage of materials and equipment, and the operations of workers to the project site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Town by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of Contractor's use of the premises.

During the progress of the Work, the awarded Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall neither load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**ACCESS TO WORK:**

The awarded Contractor shall provide Town, the Town's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

**SAFETY AND PROTECTION:**

The awarded Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

The awarded Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

**WORK HOURS:**

Normal work hours shall be limited to 8:00 AM to 5:00 PM, Monday through Friday. Any work performed outside those hours shall be approved in advance by the Town.

**WARRANTY:**

The awarded Contractor shall guarantee all work, equipment and materials included in the service against any defects in workmanship; and shall satisfactorily correct, at no cost to Town, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance, inspection, and approval by a Town Representative only. If the Contractor is notified in writing of a deficiency in the work provided within one year from completion of the work, the vendor shall, at the Town's option, re-perform the work in question at no additional cost to the Town, or refund the original charges for the work in question to the Town, including the difference in cost if any, to re-perform the work if completed by another contractor.

**REQUEST FOR PROPOSALS**  
**FOR**  
**LIBRARY ROOF REPLACEMENT**  
**RFP No.: 26-001**  
**MATERIAL SPECIFICATIONS**

## **Town of Highland Beach**

### **Skender Coma**

#### **Petersen PAC Clad Metal Roof Specification**

#### **SECTION 07410**

#### **PREFORMED METAL STANDING SEAM ROOFING**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION OF WORK**

- A. This section covers the pre-finished, pre-fabricated Architectural standing seam roof system. All metal trim, accessories, fasteners, insulation and sealants indicated on the drawings as part of this section.
- B. Drawings and general provisions of the Contract, including general and Supplementary Conditions and Division 01 Specifications, apply to this section.
- C. Related Work Specified Elsewhere
  - 1. Roof Deck structural steel, flat roof systems, perimeter edge systems. Roof hatches, firestopping not included in this section.

##### **1.2 SUMMARY**

- A. Section Includes
  - 1. Factory formed Standing Seam metal roof panels
- B. Related work specified elsewhere. (Note: select from the below or add appropriate sections)
  - 1. Section 05100 - Structural Steel
  - 2. Section 05200 or 05400 - Steel Joists
  - 3. Section 07600 - Flashing and Sheet Metal

##### **1.3 DEFINITIONS**

- A. Metal Roof Panel Assembly: Metal roof panels, attachment system components, miscellaneous metal framing, thermal, and accessories necessary for a complete weathertight roofing system.
- B. References:
  - 1. American Society for Testing and Materials (ASTM)
    - a. ASTM A 653: Steel Sheet, Zinc Coated by the Hot Dip Process
    - b. ASTM A 792: Steel Sheet, Aluminum-Zinc Alloy Coated by the Hot Dip Process
    - c. ASTM B 209: Aluminum and Aluminum Alloy Sheet and Plate
    - d. ASTM B370 Standard Specification for Copper Sheet and Strip for Building Construction
  - 2. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

- a. SMACNA Architectural Sheet Metal Manual, 1993 edition
- 3. American Iron and Steel Institute (AISI)
  - a. AISI Cold Formed Steel Design Manual
- 4. Aluminum Association
  - a. Aluminum Design Manual
- 5. Metal Construction Association
  - a. Preformed metal Wall Guidelines
- 6. Code References
  - a. ASCE, Minimum Loads for Buildings and Other Structures
  - b. BOCA National Building Codes
  - c. UBC Uniform Building Code
  - d. SBC Standard Building Code

#### **1.4 QUALITY ASSURANCE**

- A. Petersen Aluminum Corp, Acworth, GA, 800-272-4482 products establish a minimum of quality required.
- B. Manufacturer and erector shall demonstrate experience of a minimum of five (5) years in this type of project.
- C. Panels shall be factory-produced only. No portable, installer-owned or installer-rented machines will be permitted.

#### **1.5 SUBSTITUTIONS**

- A. The material, products and equipment specified in this section establish a standard for required function, dimension, appearance and quality to be met by any proposed substitution.

#### **1.6 SYSTEM DESCRIPTION**

- A. Material to comply with:
  - 1. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate

#### **1.7 ROOF SYSTEM PERFORMANCE TESTING**

- A. General Performance: Metal roof panels shall comply with performance requirements without failure due to defective manufacture, fabrication, installation or other defects in construction.
- B. Roof System shall be designed to meet Standard Building Code Wind Load requirements.
- C. Panels to meet:
  - 1. Water Penetration: When tested per ASTM E-283/1680 and ASTM E-331/1646 there shall be no uncontrolled water penetration or air infiltration through the panel joints.

2. UL 2218 - Impact Resistance rated.

## **1.8 WARRANTIES**

- A. Weathertight warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
  1. Warranty Period: 20 Years from date of Substantial Completion
- B. Finish warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace standing seam metal roof panels that show evidence of deterioration of factory-applied finish within specified warranty period.
  1. Exposed Panels Finish - deterioration includes the following:
    - a. Color fading more than 5 hunter units when tested according to ASTM D 2244
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214
    - c. Cracking, checking, peeling or failure of a paint to adhere to a bare metal.
  2. Warranty Period: 20 Years from the date of substantial completion
- C. Applicator shall furnish written warranty for a two (2) year period from date of substantial completion of building covering repairs required to maintain roof and flashings in watertight condition.

## **1.9 SUBMITTALS**

- A. Furnish detailed drawings showing profile and gauge of exterior sheets, location and type of fasteners, location, gauges, shape and method of attachment of all trim locations and types of sealants, and any other details as may be required for a weather-tight installation.
- B. Shop drawings: Show fabrication and installation layouts of metal roof panels, metal wall panels or metal soffit panels, details of edge conditions, side-seam joints, panel profiles, corners, anchorages, trim, flashings, closures and accessories, and special details. Distinguish between factory and field-assembled work
- C. Coordination Drawings: Roof plans, drawn to scale, on which the following are shown and coordinated with each other, base don input from installer of the items involved:
  1. Roof panels and attachments
  2. Metal trusses, bracings and supports
  3. Roof-mounted items including snow guards and items mounted on roof curbs.

## **1.10 DELIVERY, STORAGE AND HANDLING**

- A. Ordering: Comply with manufacturer's ordering instruction and lead time requirements to avoid construction delays.
- B. Deliver components, sheets, metal roof panels and other manufactured items so as not to be damaged or deformed. Package metal roof panels for protection during transportation and handling.
- C. Unload, store and erect metal roof panels in a manner to prevent bending, warping, twisting and surface damage.

- D. Stack metal roof panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting or other surface damage.
- E. Protect strippable protective coating on any metal coated product from exposure to sunlight and high humidity, except to the extent necessary for material installation.

### **1.11 PROJECT CONDITIONS**

- A. Weather Limitations: proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed.
- B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

### **1.12 COORDINATION**

- A. Coordinate sizes and locations of roof curbs, equipment supports and roof penetrations with actual equipment provided.
- B. Coordinate metal roof panels with rain drainage work, flashing, trim and construction of decks, parapet walls and other adjoining work to provide a leakproof, secure and noncorrosive installation.

## **PART 2 - PRODUCTS**

### **2.1 PANEL DESIGN**

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates and accessories required for a weathertight installation.
- B. Roof panels shall be **Snap Clad standing seam in 18" widths with 1 3/4" high seam.**
- C. Panels to be produced without Factory supplied hot melt mastic in the seams.
- D. Panels to be produced Smooth - Factory Standard.
- E. Panels to be designed for attachment with concealed fastener clips, spaced as required by the manufacturer to provide for both positive and negative design loads, while allowing for the expansion and contraction of the entire roof system resulting from variations in temperature.

### **2.2 ACCEPTABLE MANUFACTURERS**

- A. This project is detailed around the roofing product of Petersen Aluminum Corporation Petersen Aluminum Corp, Acworth, GA, 800-272-4482, Snap Clad.

### **2.3 MATERIALS AND FINISHES**

- A. Preformed roofing panels shall be fabricated of .040 Aluminum

- B. Color shall be TBD
- C. Finish shall be Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil over a 0.25 to 0.3 mil prime coat to provide a total dry film thickness of 0.95 to 1.25 mil, to meet AAMA 621. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesions, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.
- D. If Strippable coating to be applied on the pre-finished panels to the top side to protect the finish during fabrication, shipping and handling, film shall be removed before installation.
- E. Trim: Trim shall be fabricated of the same material and finish to match the profile, and will be press broken in lengths of 10 to 12 feet. Trim shall be formed only by the manufacturer of their approved dealer. Trim to be erected in overlapped condition. Use lap strips only as indicated on drawings. Miter conditions shall be factory welded material to match the sheeting.
- F. Closures: use composition or metal profiled closures at the top of each elevation to close ends of the panels. Metal closures to be made in the same material and finish as face sheet.
- G. Fasteners: Fasteners shall be of type, material, size, corrosion resistance, holding power and other properties required to fasten miscellaneous framing members to substrates.
- H. Substrate shall be Plywood
- I. Roofing Underlayment
  1. On all surfaces to be covered with roofing material, furnish and install a 40 mil "Peel & Stick membrane", required as outlined by metal panel manufacturer. Membrane to be a minimum of 40 mil thickness, smooth, non-granular, high temperature. **Basis of design:** Carlisle WIP 300 HT High Temperature Protection Self Adhering Roofing Underlayment. WIP 250 is also acceptable.
  2. Underlayment shall be laid in horizontal layers with joints lapped toward the eaves a minimum of 6", and well secured along laps and at ends as necessary to properly hold the felt in place. All underlayment shall be preserved unbroken and whole.
  3. Peel and Stick Underlayment shall lap all hips and ridges at least 12" to form double thickness and shall be lapped 6" over the metal of any valley or built-in gutters and shall be installed as required by the Standing Seam Panel Manufacturer to attain the desired 20 Year Weathertightness Warranty.

## 2.4 FABRICATION

- A. Comply with dimensions, profile limitations, gauges and fabrication details shown and if not shown, provide manufacturer's standard product fabrication.
- B. Fabricate components of the system in factory, ready for field assembly.
- C. Fabricate components and assemble units to comply with fire performance requirements specified.
- D. Apply specified finishes in conformance with manufacturer's standard, and according to manufacturer's instructions.

## **PART 3 - EXECUTION**

### **3.1 INSPECTION**

- A. Examine alignment of structural steel and related supports, primary and secondary roof framing, solid roof sheathing, prior to installation.
- B. For the record, prepare written report, endorsed by installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 FASTENERS**

- A. Secure units to supports
- B. Place fasteners as indicated in manufacturer's standards.

### **3.3 INSTALLATION**

- A. Panels shall be installed plumb and true in a proper alignment and in relation to the structural framing. The erector must have at least five years successful experience with similar applications.
- B. Install metal panels, fasteners, trim and related sealants in accordance with approved shop drawings and as may be required for a weather-tight installation.
- C. Remove all strippable coating and provide a dry-wipe down cleaning of the panels as they are erected.

### **3.4 DAMAGED MATERIAL**

- A. Upon determination of responsibility, repair or replace damaged metal panels and trim to the satisfaction of the Architect and Owner.

END OF SECTION



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)  
BOARD AND CODE ADMINISTRATION DIVISION  
**NOTICE OF ACCEPTANCE (NOA)**

MIAMI-DADE COUNTY  
PRODUCT CONTROL SECTION  
11805 SW 26 Street, Room 208  
Miami, Florida 33175-2474  
T (786) 315-2590 F (786) 315-2599  
[www.miamidade.gov/economy](http://www.miamidade.gov/economy)

**Carlisle Coatings and Waterproofing, Inc.**  
**900 Hensley Lane**  
**Wylie, TX 75098**

**SCOPE:**

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER -Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

**DESCRIPTION: WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT Underlayments**

**LABELING:** Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

**RENEWAL** of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

**TERMINATION** of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

**ADVERTISEMENT:** The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

**INSPECTION:** A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews and revises NOA No. 22-0816.06 consists of pages 1 through 4.  
The submitted documentation was reviewed by Jorge L. Acebo.

07/18/24



NOA No.: 24-0606.01  
Expiration Date: 08/05/25  
Approval Date: 07/18/24  
Page 1 of 4

## ROOFING ASSEMBLY APPROVAL

**Category:** Roofing  
**Sub-Category:** Underlayment  
**Material:** SBS

### SCOPE:

This approves the **WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT Underlayments**, as described in this Notice of Acceptance; designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

### TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

<u>Manufactured by Applicant</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
<b>WIP 100</b> <i>Manufacturing Location # 1</i>	3' x 33' rolls 3' x 65' rolls	ASTM D 1970	Self-adhering reinforced membrane for use as an underlayment in sloped roof assemblies.
<b>WIP 250 HT</b> <i>Manufacturing Location # 1</i>	3' x 66' rolls	ASTM D 1970	Self-adhering reinforced membrane for use as an underlayment in sloped roof assemblies.
<b>WIP 300 HT, TRI-BUILT HT</b> <i>Manufacturing Location # 2</i>	3' x 66' rolls	ASTM D 1970	Self-adhering reinforced membrane for use as an underlayment in sloped roof assemblies.
<b>WIP GRIP</b> <i>Manufacturing Location # 1</i>	3' x 33' rolls 3' x 65' rolls	ASTM D 1970	Self-adhering reinforced membrane for use as an underlayment in sloped roof assemblies.
<b>WIP GRIP FR HT</b> <i>Manufacturing Location # 1</i>	3' x 65' rolls	ASTM D 1970	Self-adhering reinforced membrane for use as an underlayment in sloped roof assemblies.

### EVIDENCE SUBMITTED

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
PRI Construction Materials Technologies	CCW-019-02-01	ASTM D1970	11/20/14
	CCW-020-02-01	ASTM D1970	11/20/14
	CCW-021-02-01	ASTM D1970	11/20/14
NEMO   etc.	4S-CRL-18-004.03.19-3	TAS 110/TAS 103 & ASTM D4798	03/21/19
	4J-CRL-19-SSUDL-03.A	ASTM D1970 & TAS 110	05/28/19
	4J-CCW-22-SSUDL-01.A	ASTM D1970	03/23/22



NOA No.: 24-0606.01  
 Expiration Date: 08/05/25  
 Approval Date: 07/18/24  
 Page 2 of 4

## MANUFACTURING LOCATION

1. Carlisle, PA
2. Terrell, TX

## APPROVED ASSEMBLIES:

- Deck Type 1:** Wood, non-insulated
- Deck Description:**  $1\frac{9}{32}$ " or greater plywood or wood plank
- System E:** Anchor sheet mechanically fastened to deck, membrane adhered to anchor sheet.
- Base Sheet:** One or more plies of ASTM D 226 Type II or ASTM D 2626 with a minimum 4" side lap and a 6" end lap mechanically fastened to deck with approved nails and tin caps 6"o.c. at the laps and two staggered rows 12"o.c. the field of the roll.
- Membrane:** One or more plies of WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment with a minimum 4" side lap and 6" end lap applied to the base sheet.
- Surfacing:** Approved Roof Assemblies. See Limitation #3.  
**Tile Roofing is not an approved roof covering for use with this assembly.**
- 
- Deck Type 1:** Wood, non-insulated
- Deck Description:**  $1\frac{9}{32}$ " or greater plywood or wood plank
- System F:** Membrane adhered directly to deck.
- Membrane:** One or more plies of WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment with a minimum 4" side lap and 6" end lap applied directly to the wood deck.
- Surfacing:** Approved Roof Assemblies. See Limitation #3.  
**Tile Roofing is not an approved roof covering for use with this assembly.**

## BUILDING PERMIT REQUIREMENTS:

Application for building permit shall be accompanied by copies of the following:

1. This Notice of Acceptance.
2. Any other documents required by the Building Official or applicable building code in order to properly evaluate the installation of this material.



## LIMITATIONS:

1. Fire classification is not part of this acceptance.
2. This acceptance is for prepared roofing applications. Minimum deck requirements shall be in compliance with the applicable building code. WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment shall be installed in strict compliance with the applicable Building Code.
3. WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment may be used in asphaltic shingles, wood shakes and shingles, non-structural metal panels, metal shakes and shingles, and quarry slate roof assemblies. WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment shall not be used as roof tile underlayment.
4. WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment shall not be applied over an existing roof membrane as a recover but may be applied over a roofing Base/Anchor sheet underlayment.
5. WIP 100 and WIP GRIP FR HT underlayment shall not be left exposed as a temporary roof for longer than 30 days of application. WIP GRIP underlayment shall not be left exposed as a temporary roof for longer than 90 days of application. WIP 250 HT, 300 HT and TRI-BUILT HT underlayment shall not be left exposed as a temporary roof for longer than 180 days of application.
6. Refer to Prepared Roofing system Product Control Notice of Acceptance for listed approval of this product with specific prepared roofing products.
7. WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment may be used with any approved roof covering Notice of Acceptance listing WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment as a component part of an assembly in the Notice of Acceptance. If WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment is not listed, a request may be made to the Authority Having Jurisdiction (AHJ) or the Miami-Dade County Product Control Department for approval provided that appropriate documentation is provided to detail compatibility of the products, wind uplift resistance and fire testing results.
8. WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment shall be applied to a smooth, clean and dry surface with deck free of irregularities. All nails in the deck shall be carefully checked for protruding heads. Re-fasten any loose decking panels. Sweep the deck thoroughly to remove any dust and debris prior to application.
9. When applying the membrane in the valley, start at the low point and work to the high point, rolling the membrane from the center outward in both directions. For ridge applications, center the membrane and roll from the center outward in both directions.
10. Roll or broom the entire membrane surface so as to have 100% contact with the surface, giving special attention to overlap areas.
11. Flash vent pipes, stacks, chimneys and penetrations in compliance with Roof Assembly current Product Control Notice of Acceptance and applicable Building Code.
12. All protrusions or drains shall be initially taped with a 6" piece of underlayment. The flashing tape (target), shall be pressed in place and formed around the protrusion to ensure a tight fit. A second layer of WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment shall be applied over the underlayment.
13. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.
14. All membranes or packaging shall bear the imprint or identifiable marking of the manufacturer's name or logo, city and state of manufacturing facility, and the following statement: "Miami-Dade County Product Control Approved" or the Miami-Dade County Product Control Seal as shown below.

**MIAMI-DADE COUNTY**  
**APPROVED**

**END OF THIS ACCEPTANCE**

**MIAMI-DADE COUNTY**  
**APPROVED**

**NOA No.: 24-0606.01**  
**Expiration Date: 08/05/25**  
**Approval Date: 07/18/24**  
**Page 4 of 4**



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)  
BOARD AND CODE ADMINISTRATION DIVISION

MIAMI-DADE COUNTY  
PRODUCT CONTROL SECTION  
11805 SW 26 Street, Room 208  
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[www.miamidade.gov/economy](http://www.miamidade.gov/economy)

## NOTICE OF ACCEPTANCE (NOA)

**Petersen Aluminum Corporation**  
**102 Northpoint Parkway, Bldg. 106**  
**Acworth, GA 33102**

### SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami-Dade County and other areas, where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami-Dade County) and/or the AHJ (in areas other than Miami-Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

### DESCRIPTION: Snap-Clad 0.040in (min.) x 12in thru 18in Wide Aluminum Panel over Wood Deck

**LABELING:** Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

**RENEWAL** of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

**TERMINATION** of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

**ADVERTISEMENT:** The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

**INSPECTION:** A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews **NOA-No. 19-1028.16** and consists of pages 1 through 5.  
The submitted documentation was reviewed by Sifang Zhao, P.E.

01/19/2023



NOA-No.: 22-1104.12  
Expiration Date: 04/18/2028  
Approval Date: 01/19/2023  
Page 1 of 5

**ROOFING ASSEMBLY APPROVAL:**

**Category:** Roofing  
**Sub-Category:** Non-Structural Metal Roofing  
**Material:** Aluminum  
**Deck Type:** Wood  
**Maximum Design Pressure** -174.25 psf.

**TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:**

<u>Product</u>	<u>Dimensions</u>	<u>Test Specifications</u>	<u>Product Description</u>
Snap-Clad 0.040" x 12"-18" Wide Aluminum Panel	Length: various Height: 1 3/4" Width: 12" thru 18" Thickness 0.040" Min. Yield Strength: 21 ksi.	TAS 110	Corrosion resistant performed standing seam, coated, pre-finished aluminum panels.
Individual Clip	Length: 3.5" Height: 1.875" Width: 1.982" Thickness: 20 ga.	TAS 110	20 ga. galvanized or galvalume steel clip with 2 holes, or 20 ga. stainless steel clip with 2 holes.

**EVIDENCE SUBMITTED:**

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
Valspar	433X515 433B173	ASTM B 117 ASTM G 23	
Architectural Testing	73784.01-109-18	TAS-100	08/10/07
Architectural Testing	C1895.01-450-18	TAS-125	11/26/12
Intertek	J5603.02-450-18	TAS-100	09/26/19



**APPROVED ASSEMBLIES:**

**System:** Snap-Clad 0.040” (min.) Aluminum 12” thru 18” wide panel  
**Deck Type:** Wood, Non-Insulated  
**Deck Description:** New Construction <sup>19</sup>/<sub>32</sub>” or greater plywood or wood plank.  
**Slope Range:** 2”: 12" or greater  
**Maximum Uplift Pressure:** See Table A below

**Deck Attachment:** In accordance with applicable Building Code, but in no case shall it be less than 8d x 2” annular ring shank nails spaced at a distance listed below in **Table A**. In reroofing, where the deck is less than <sup>19</sup>/<sub>32</sub>” thick (Minimum <sup>15</sup>/<sub>32</sub>”). The above attachment method must be in addition to existing attachment.

**Underlayment:** Minimum underlayment shall be an ASTM D 226 Type II installed with a minimum 4” side-laps and 6” end-laps. Underlayment shall be fastened with corrosion resistant tin-caps and 1¼” annular ring-shank nails, spaced 6” o.c. at all laps and two staggered rows 12” o.c. in the field of the roll. Or, any Miami-Dade County Product Control Approved underlayment having a current NOA.

**Fire Barrier:** Any approved fire barrier having a current NOA. Refer to a current fire directory listing for fire ratings of this roofing system assembly as well as the location of the fire barrier within the assembly. See Limitation # 1.

**Valleys:** Valley construction shall be in compliance with Roofing Application Standard RAS 133 and with the current published installation instructions and details in PAC Contractors Association’s Roofing Installation Manual.

**Metal Panels and Accessories:** Install the "Snap-Clad 0.040” x 12”-18” Aluminum Panel" panels including flashing penetrations, valleys, end laps and accessories in compliance PAC Contractors Association’s current, published installation instructions and in compliance with the minimum requirements detailed in Roofing Application Standard RAS 133.

Panels shall be installed along the rib with SNAP CLAD Clips secured with corrosion resistant #10 pancake head screws (2 per clip); the screws shall be of sufficient length to penetrate through the sheathing a minimum of <sup>3</sup>/<sub>16</sub>". The female rib of panel is snapped over the male rib of panel. Panel clips shall be spaced a maximum distance listed below in **Table A**.

<b>TABLE A MAXIMUM DESIGN PRESSURES</b>		
<b>Roof Areas</b>	<b>Field</b>	<b>Perimeter and Corner<sup>1</sup></b>
<b>Maximum Design Pressures</b>	<b>-110.5 psf</b>	<b>-174.25 psf</b>
<b>Maximum Plywood Nail Spacing</b>	<b>6” o.c.</b>	<b>3” o.c.</b>
<b>Maximum Clip Spacing</b>	<b>24” o.c.</b>	<b>6” o.c.</b>
1. Extrapolation shall not be allowed		



## SYSTEM LIMITATIONS

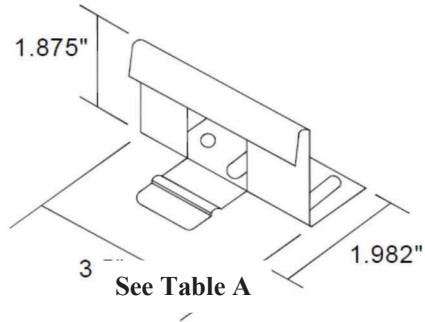
1. Fire classification is not part of this acceptance; refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. The maximum designed pressure listed herein shall be applicable to all roof pressure zones (i.e., field, perimeters, and corners). Neither rational analysis, nor extrapolation shall be permitted for enhanced fastening at enhanced pressure zones (i.e., perimeters, extended corners and corners).
3. Panels may be rolls formed in continuous lengths from eave to ridge. Maximum lengths shall be as described in Roofing Application Standard RAS 133.
4. All panels shall be permanently labeled with the manufacturer's name and/or logo, city, state, and the following statement: "Miami-Dade County Product Control Approved" **or** with the Miami-Dade County Product Control Seal as seen below. All clips shall be permanently labeled with the manufacturer's name and/or logo, and/or model.



5. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule **61G20-3** of the Florida Administrative Code.
6. Panels may be shop or jobsite roll formed with machine models #(’s) **10110884, E00578860 and 01110072** from PAC Contractors Association.



## DRAWINGS



### INDIVIDUAL CLIP



**1.75" HIGH X 12" THRU 18" WIDE SNAP-CLAD PANEL**

**OPTIONAL FACTORY OR FIELD APPLIED SEALANT IN THE SEAM**

**CLIP RELIEFS, STIFFENING RIBS AND STRIATIONS OPTIONAL**

**END OF THIS ACCEPTANCE**



## PETERSEN ALUMINUM Limited 35-Year PVDF Paint and 25/30-Year Aluminum Substrate Warranty

Project Owner:

Project Name:

Address:

City, State and Zip:

Installer Name:

Material Installation Date:

### PART I

Petersen Aluminum (hereinafter referred to as "PAC-CLAD") hereby issues the following limited warranty to the above referenced owner (hereinafter referred to as "OWNER") exclusively. Subject to the terms and conditions listed below, PAC-CLAD warrants that upon delivery, its standard color PVDF coating, excluding the colors of Cardinal Red and Award Blue, (hereinafter referred to as the "COATING") applied to aluminum sheet and coil (hereinafter referred to as the "SUBSTRATE"), that has been fabricated, roll-formed or otherwise manufactured, within one year from the date of shipment thereof by PAC-CLAD, and sold for use as painted roofing, wall, mansard, and/or soffit panels, or other flashings and edge metal building components, will for the warranty periods shown below, from the material installation date listed above (hereinafter referred to as the "WARRANTY PERIOD"), meet the following quality standards:

- A. 35-YEARS: CHALKING - COATING will not chalk in excess of ASTM D-4214 method A number eight (8) rating.
- B. 35-YEARS: COLOR FADE - COATING will not change color more than five (5.0) Hunter  $\Delta E$  units as determined by ASTM method D-2244 after removal of external deposits and chalk. It is understood by all the parties herein named, that fading or color change may not be uniform in appearance between surfaces not equally exposed to the sun and other weathering elements. This paragraph is not applicable in its entirety for all PAC-CLAD® metallic colors or custom PVDF colors.
- C. 35-YEARS: FILM INTEGRITY - COATING will not crack, check, peel, flake, or otherwise lose adhesion as a result of failure of the COATING. The terms, crack, check, peel, and flake, used herein shall not include minute fracturing of the COATING incurred during proper fabrication. Loss of adhesion of the COATING to the SUBSTRATE, as a result of SUBSTRATE corrosion, however caused, and either from the front side or the backside of the SUBSTRATE, is warranted against per line D. or E. below.
- D. 25-YEARS: SUBSTRATE will not compromise adhesion of COATING, rupture, fail structurally, or perforate. For installations with a proximity of **less than** 2,800 feet from a seacoast, 1,200 feet from a large bay, or 600 feet from a canal or brackish water environment.
- E. 30-YEARS: SUBSTRATE will not compromise adhesion of COATING, rupture, fail structurally, or perforate. For installations with a proximity of **greater than** 2,800 feet from a seacoast, 1,200 feet from a large bay, or 600 feet from a canal or brackish water environment.

The following additional terms, conditions and other limitations are also included as part of this warranty:

### PART II

- 1.) Installations with a proximity of less than 2,800 feet from a seacoast, 1,200 feet from a large bay, or 600 feet from a canal or brackish water environment, require the OWNER shall perform maintenance including a "sweet water" (fresh tap water) rinse twice per year in accordance with AAMA 609 & 610-02. No abrasive or chemical cleaners should be used on the COATING at any time. Clear Edge Protection is to be applied to all cut edges, exposed SUBSTRATE, during material installation. The OWNER shall make and maintain records of all such maintenance during the WARRANTY PERIOD and shall make such records available to PAC upon request.
- 2.) This warranty and all terms, conditions and exclusions contained herein apply to the PAC-CLAD material only. In regards to the COATING that has any solar panels/solar film applied to the COATING, PAC-CLAD makes no representations or other warranties whatsoever. ALL SOLAR PANEL/FILMS ARE SOLD AS IS. In addition, PAC-CLAD makes no representations or otherwise warrants the weather tightness of the roofing, wall, mansard, and/or soffit panels, or other flashings and edge metal building components referred to in Part I. Further, PAC-CLAD is expressly to be held harmless for failures, leaks or consequential damages caused by the roofing, wall, mansard, and/or soffit panels, or other flashings and edge metal building components.
- 3.) This warranty applies to PAC-CLAD material installed on structures within the continental United States, Alaska, and Canada that have been exposed to normal weather and atmospheric conditions only. Failure of the COATING and/or SUBSTRATE caused by exposure to harmful fumes, cement dust, falling sand, animal waste or its decomposition by-products, dust particles and other foreign substances in the air, chemical fumes, and chemical sprays is not covered by this warranty. In addition, this warranty does not apply to failure of the COATING and/or SUBSTRATE caused by or as a result of fire, other accident or casualty, vandalism, radiation, falling objects, explosions, riots or acts of God. Also, the warranty is void for areas where materials / items such as snow guards, solar panels or solar films are attached to the PAC-CLAD material. In addition, the warranty is voided if the material is perforated. The COATING portion of this warranty above (Chalking/Color Fade/Film Integrity) does not cover events or environmental circumstances that negatively impact the performance of the SUBSTRATE on which the COATING is applied. Finally, this warranty does not apply to failure of the COATING and/or SUBSTRATE caused by the following: damage incurred during shipment, improper storage, improper fabrication or improper installation, improper seaming techniques, surface scratches or other abrasions however caused, damage caused by contact with areas subject to water run-off from lead, copper or other incompatible flashings or areas in metallic contact with lead, copper or other dissimilar metals, damage caused by failure to provide free drainage of water, including internal condensation from overlaps, and all other surfaces of the roofing, wall, mansard, and/or soffit panels, or other flashings and edge metal building components, damage caused by failure to remove debris or other accumulations of foreign substances from the surface of the roofing, wall, mansard, and/or soffit panels, or other flashings and edge metal building components, damage caused by contact with green or wet lumber, damage caused by contact with or close proximity to damp underlayment, insulation, soil, vegetation or other corrosive materials and/or damage caused by use of unsuitable fasteners or flashings. Selection of suitable long-lasting fasteners as well as appropriate flashings rests solely with the OWNER.
- 4.) This warranty does not apply to failure of the COATING and/or SUBSTRATE in the following additional circumstances: forming where the bend is tighter than 2T for SUBSTRATE thicknesses up to 0.030" (0.75mm) and tighter than 4T for SUBSTRATE thicknesses 0.031" (0.76mm) and thicker,

forming which involves severe reverse bending, or which subjects the PAC-CLAD material to alternate compression and tension, roofing applications where the slope of the roof, or sections of the roof, are less than 1/4": 12", applications where the COATING is sheltered from periodic washing by natural rainfall such as underside eaves and soffits, or discoloration or damage to the COATING caused by failure to remove factory applied protective strippable film (where applicable).

**PART III**

- 1.) All claims filed under the provisions of this warranty must be presented by the OWNER to PAC-CLAD, in writing, during the WARRANTY PERIOD and not more than thirty (30) days after discovery of any apparent defects, delivered by Registered or Certified mail to the following address:

Petersen Aluminum  
1234 Gardiner Lane  
Louisville, KY 40213  
ATTN: Warranty Claims

In submitting a claim under the provisions of this warranty, it is the responsibility of the OWNER to provide adequate documentation of the COATING and/or SUBSTRATE involved in the claim, including PAC-CLAD order number, PAC-CLAD invoice number, and proof of payment to PAC-CLAD or its distributor for all such materials included as part of the claim. In no event will any claims be honored under the provisions of this warranty if invoices from PAC-CLAD or its distributor have not been previously satisfied in full within PAC-CLAD's standard credit terms. OWNER further agrees to allow PAC-CLAD to inspect all such documentation.

- 2.) After receipt of claim from OWNER, PAC-CLAD will be given a reasonable opportunity to examine, or cause to be examined, the material claimed to be non-conforming. OWNER shall further use reasonable care to protect any disputed material until PAC-CLAD has had time to conduct its own inspection and make disposition.
- 3.) If after inspection it is determined by PAC-CLAD that the claim is valid under the terms of this warranty, then PAC-CLAD agrees, at its option, to refinish, repair or replace the defective material on the following basis:
- a. If the COATING is to be refinished then PAC-CLAD shall bear the cost of materials and labor reasonably necessary to repaint those areas showing failure. Further, PAC-CLAD shall use normal painting practices to apply a PVDF coating system or other suitable alternative. The choice of appropriate coating system to use rests exclusively with PAC-CLAD.
  - b. In the case of repair or replacement of the defective COATING and/or SUBSTRATE, PAC-CLAD shall at its option, and F.O.B. PAC-CLAD plant, furnish either replacement components or sufficient material to fabricate replacement components, for those areas of the building where the material is determined to be defective. However, in no event shall PAC-CLAD be liable for the cost of labor expended by others on any nonconforming material or for any special, indirect or consequential damages to anyone by reason of the fact that such material may have been nonconforming.

This warranty shall apply to the part or parts of the COATING and/or SUBSTRATE refinished, repaired or replaced by PAC-CLAD, but only for the unexpired portion of the WARRANTY PERIOD applicable to the original material installation date. It will be at the discretion of PAC-CLAD what appropriate measure shall be taken; that is whether the material should be refinished, repaired or replaced. However, in lieu of any of the foregoing alternatives, PAC-CLAD also reserves the right to refund to the OWNER a cash amount equal to PAC-CLAD's original invoiced price of the nonconforming materials as satisfaction in full for all claims under this warranty. In addition, should repair or replacement of the nonconforming materials necessitate the removal of solar panels/solar films PAC-CLAD assumes no responsibility for either the original, replacement or reinstallation costs of these solar panels/solar films. At no time does this warranty confer upon the OWNER the right to refinish, repair or replace those areas of material under dispute without written notice and agreement by a duly authorized officer of PAC-CLAD. Any unauthorized refinish, repair or replacement of the material shall result in this warranty becoming null and void.

**PART IV**

- 1.) Except as provided herein, PAC-CLAD makes no warranty or guarantee, express or implied, including without limitation, WARRANTIES OF FITNESS AND MERCHANTABILITY. Further, OWNER acknowledges that PAC-CLAD shall have no other liability to any other person, firm, or corporation with respect thereto, including, without limitations, any liability for indirect, consequential or resultant damages, whether based upon breach of warranty or negligence.
- 2.) PAC-CLAD extends this warranty solely to the OWNER listed herein. This warranty is non-transferable and non-assignable.
- 3.) This Warranty is governed by and enforced in accordance with the laws where the material is installed,
- County/State of Select State
- 4.) If any provision of this warranty shall be held by any Court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions of this warranty shall be effective to the same extent as if such invalid or unenforceable provision had never been contained herein.
- 5.) PAC-CLAD reserves the right to terminate this warranty at any time upon thirty (30) day written notice. However, termination shall not affect the rights accruing to the OWNER prior to such termination.
- 6.) PAC-CLAD suppliers of the SUBSTRATE, COATING, and the COATING application to the SUBSTRATE have made certain warranties to PAC-CLAD which are similar to the warranties made by PAC-CLAD to the OWNER under this limited warranty. In the event that the supplier and or applicator (or its successors or assigns) of the material can no longer perform, or is not willing to perform, its obligations to PAC-CLAD, then the limited warranty contained herein shall be of no further force or effect.
- 7.) The terms hereof shall constitute the entire agreement and understanding of the parties hereto respecting the subject matter hereof and no provision or statement contained at any time in any other writing, including without limitation, OWNERS, customers and/or contractors purchase orders, architects specifications or PAC-CLAD's acceptance forms shall be effective to change the provisions hereof, unless contained in a subsequent agreement, in writing, signed by both the OWNER and PAC-CLAD expressly stating that it is intended thereby to modify or supplement this instrument.

**PETERSEN ALUMINUM CORPORATION**

By: T. Mallinger  
Tony Mallinger, President, CAM

\*\*\* Not valid without Authorized Signature\*\*\*

Date: January 1<sup>st</sup>, 2025

PAC-CLAD® is a registered trademark of Petersen Aluminum

WITH LIMITED COVERAGE FOR HAIL AND ACCIDENTAL PUNCTURES

**WARRANTY NO.:****BUILDING OWNER:****NAME OF BUILDING:****BUILDING ADDRESS:****DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:****WARRANTY START DATE:****WARRANTY EXPIRATION DATE:**

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing Applicator for a period of -- years, commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond --.5 years, subsequent to the date of completion of the Carlisle Total Roofing System. See above for the exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following newly installed Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, and Insulation Adhesives utilized in this installation.

### **TERMS, CONDITIONS, LIMITATIONS**

1. Owner shall provide Carlisle with written notice via the online leak report form, phone, letter, fax, or email within thirty (30) days of any leak in the Carlisle Total Roofing System. See Carlisle's Care and Maintenance Guide, which accompanies this warranty, for contact information. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.

2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak. Carlisle shall have sole responsibility in determining the method of repair of the area.

3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:

(a) The Carlisle Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds in excess of -- mph measured at 10 meters above ground and hail greater than -- inches in diameter (as reported by the National Climatic Data Center). Carlisle shall not be responsible for any changes in appearance or surface imperfections caused by hail incidents; or

(b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or

(c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements; or

(d) The Carlisle Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like, however, this warranty does provide limited coverage to provide for the repair of any leaks in the Carlisle Total Roofing System caused by accidental punctures (but not including punctures caused by snow removal or other trades during new construction). The extent of this limited warranty to repair punctures shall not exceed -- man hours per year during the life of the warranty; or

- (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non Carlisle brand metal work, wood nailer, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
- (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or
- (g) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System; or
- (h) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Carlisle Authorized Applicator or any additional contractor or subcontractor failed to follow Carlisle's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Carlisle inspection report.

4. This Warranty shall be null and void if any of the following shall occur:

- (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
- (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Guide which accompanies this Warranty.

5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Carlisle that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.

7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.

8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

12. Any dispute, controversy or claim between the Owner and Carlisle concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Carlisle do not resolve the dispute, controversy or claim in mediation, the Owner and Carlisle agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

13. Roof System Design Assembly: Carlisle, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

14. The Carlisle Authorized Applicator or any additional contractor or subcontractor are not agents of Carlisle.

CARLISLE DOES NOT WARRANT ANY PRODUCTS UTILIZED IN THIS INSTALLATION WHICH ARE NOT DEFINED ABOVE AS THE CARLISLE TOTAL ROOFING SYSTEM AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY:

AUTHORIZED SIGNATURE

TITLE: Sr. Manager, Technical and Warranty Services

## Carlisle Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Carlisle disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

- Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and roof top units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Carlisle at 1-800-233-0551 or at [www.carlisesyntec.com](http://www.carlisesyntec.com).
- If minor, emergency temporary repairs are made to a suspected leak area, use Carlisle's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Carlisle is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Carlisle Authorized Applicator. The Carlisle Authorized Applicator must notify Carlisle when the revision work is complete. The necessary form can be found on the Carlisle website via the Authorized Applicators login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Carlisle website for additional guidelines.

# Premium Colors



●▲\$\$\$ ANODIC CLEAR



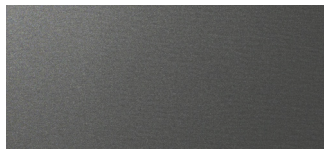
●▲\$\$\$ SILVERSMITH



●▲\$\$ SILVER



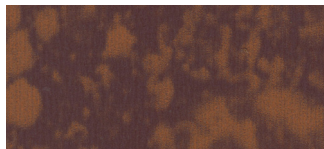
●▲\$\$ CHAMPAGNE



●▲\$\$ WEATHERED ZINC



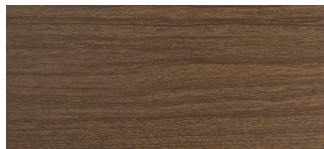
●▲\$\$ COPPER PENNY



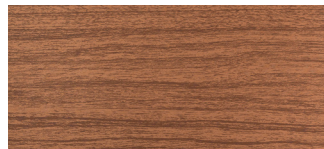
✘\$\$\$ WEATHERED STEEL

# Timber Series Wood Grain

Available in 24 gauge steel and .032 aluminum



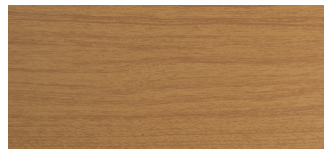
\$\$\$ BROWN TIMBER



\$\$\$ COPPER TIMBER



\$\$\$ GRAY TIMBER



\$\$\$ TAN TIMBER



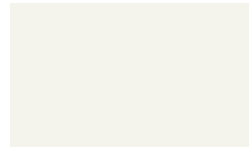
\$\$\$ WHITE TIMBER

70% polyvinylidene fluoride (PVDF) pre-finished steel and aluminum for all architectural cladding applications

● Metallic Colors    \$ Pricing    ▲ Cool Colors    ✘ Extended Lead Time

See back for color performance and availability chart

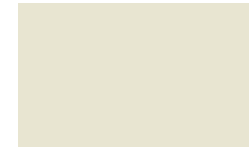
# Standard Colors



▲\$ BONE WHITE



▲\$ STONE WHITE



▲✘\$ ALMOND



▲\$ SANDSTONE



▲\$ SIERRA TAN



▲✘\$ BUCKSKIN



▲\$ MEDIUM BRONZE



▲✘\$ AGED BRONZE



▲\$ DARK BRONZE



▲\$ BURNISHED SLATE



▲\$ GRANITE



▲✘\$ ANTIQUE BRONZE



▲\$ CLASSIC BRONZE



\$ MIDNIGHT BRONZE



▲\$ MANSARD BROWN



▲\$ CITYSCAPE



▲\$ SLATE GRAY



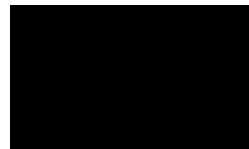
▲\$ MUSKET GRAY



▲\$ CHARCOAL



▲\$ GRAPHITE



\$ BLACK (fka Black Aluminum)



▲\$ IRON ORE



\$ INKWELL



✘\$ ONYX (fka Matte Black)



\$ TRADITIONAL BLACK



▲\$ TERRA COTTA



▲\$ COLONIAL RED



✘\$ BURGUNDY



▲\$ CARDINAL RED



▲✘\$ MILITARY BLUE



▲\$ PACIFIC BLUE (fka Slate Blue)



\$ INTERSTATE BLUE



✘\$ BERKSHIRE BLUE



\$ AWARD BLUE



▲\$ HEMLOCK GREEN



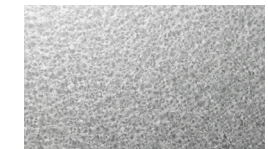
\$ FOREST GREEN



▲✘\$ PATINA GREEN



✘\$ HARTFORD GREEN



\$ GALVALUME PLUS



IL: 800 PAC CLAD    TX: 800 441 8661    MD: 800 344 1400  
AZ: 833 750 1935    GA: 800 272 4482    WA: 833 750 1935



SECTION 07 54 00  
PVC THERMOPLASTIC SINGLE-PLY ROOFING

Town of Highland Beach  
Building Department Roof – 3616 S Ocean Blvd.

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fully adhered PVC thermoplastic single-ply roofing system.
- B. Roof insulation.
- C. Flashing accessories.
- D. Edgings and terminations.
- E. Roof walkways.

1.2 REFERENCES

- A. American Society of Civil Engineers (ASCE) - ASCE 7 - Minimum Design Loads for Buildings and Other Structures, Current Revision.
- B. ASTM International (ASTM):
  - 1. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
  - 2. ASTM D 4434 - Standard Specification for Poly (Vinyl Chloride) Sheet Roofing.
- C. International Code Council (ICC):
  - 1. International Building Code (IBC).
- D. National Roofing Contractors Association (NRCA) - Low Slope Roofing and Waterproofing Manual, Current Edition.
- E. Sheet Metal and Air Conditioning Contractors National Association, 1nc. (SMACNA) - Architectural Sheet Metal Manual.
- F. Underwriters Laboratories (UL):
  - 1. TGFU R1306 - "Roofing Systems and Materials Guide".
  - 2. UL-790 - Standard Test Method for Fire Tests of Roof Coverings.

### 1.3 DESIGN CRITERIA

- A. Wind Uplift Performance:
  - 1. Roof system is designed to withstand wind uplift forces as calculated using the current revision of ASCE-7.
- B. Fire Resistance Performance:
  - 1. Roof system will achieve a UL Class A rating when tested in accordance with UL-790.
- C. Drainage: Provide a roof system with positive drainage where all standing water dissipates within 48 hours after precipitation ends.
- D. Building Codes:
  - 1. Roof system will meet the requirements of all federal, state and local code bodies having jurisdiction.
  - 2. Comply with Florida Building Code Approval FL14165-R25 Assembly C-55

### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Detail Drawings:
  - 1. Submit approved plan, section, elevation or isometric drawings which detail the appropriate methods for all flashing conditions found on the project.
  - 2. Coordinate approved drawings with locations found on the Contract Drawings.
- D. Selection Samples: For each finish product specified, two complete sets of chips representing manufacturer's full range of available colors, membranes, and thicknesses.
- E. Verification Samples: For each finish product specified, two samples, minimum size 4 inches (100 mm) square representing actual product, color, and patterns.

### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of twenty (20) years experience.
- B. Installer Qualifications:
  - 1. All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
  - 2. Installer shall be capable of extending the Manufacturer's Labor and Materials guarantee.
  - 3. Installer shall be capable of extending the Manufacturer's No Dollar Limit guarantee.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

### 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

## 1.8 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's Total System warranty, outlining its terms, conditions, and exclusions from coverage.
  - 1. Duration: 20 Years.
  - 2. Coverage to be extended to include roof edge metal water tightness in accordance with terms stated in the Warranty document.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Carlisle SynTec Systems, which is located at: P. O. Box 7000; Carlisle, PA 17013; ASD Toll Free Tel: ; 800-4-SYNTEC; Tel: ; 717-245-7000; Fax: ; 717-245-7053; Email:[info@carlislesyntec.com](mailto:info@carlislesyntec.com); Web:<https://www.carlislesyntec.com>.
- B. Requests for substitutions will not be.

### 2.2 SCOPE / APPLICATION

- A. Roof System: Provide a waterproof roof system, capable of withstanding uplift forces as specified in this section.
  - 1. Membrane Attachment: Fully Adhered.
- B. Base Flashing: Provide a waterproof, fully adhered base flashing system at all penetrations, plane transitions and terminations.
- C. Insulation: Provide a roof insulation system beneath the finish membrane.

### 2.3 MEMBRANE ATTACHMENT: FULLY ADHERED

- A. Optional Temporary Roof: Carlisle SureMB 90TG Base - 94-mil smooth-surfaced, SBS, torch-applied membrane. Reinforced with a fiberglass mat that is saturated and coated with asphaltic bitumen and SBS elastomers which meets ASTM D6163 Type I, Grade S. SureMB 90TG is designed for use as a base-ply or inter-ply in Carlisle's multiple-ply system and can be used as an air barrier, vapor barrier or temporary (Up to 60 days) roof. Available in rolls 39-3/8" wide and 49'-1" long (164 square feet) and weighing 0.57 lbs per square foot.
- B. Sure-Flex PVC KEE HP Membrane as manufactured by Carlisle SynTec Systems:
  - 1. Membrane consists of polyester fabric that is encapsulated between the monolithically formed PVC KEE HP based top and bottom plies. PVC membrane enhanced with KEE HP/ High Performance Elvaloy copolymer (Elvaloy(r) KEE-Ketone Ethylene Ester) provides enhanced chemical resistance, heat resistance, UV resistance and long-term weldability.
  - 2. Color: White.
  - 3. Membrane Thickness: 60 mil nominal.
    - a. Thickness over Scrim (ASTM D 4434): 0.029 inches (0.74 mm) minimum.
    - b. Breaking Strength (ASTM D 751): 320 lbf/in (56kN/m) minimum.
    - c. Tearing Strength (ASTM D 751): 120 lbf (534 N) minimum.
    - d. Elongation (ASTM D 751): 30 percent.
    - e. Field Sheet Width: 120 inches (3048 mm) maximum.
    - f. Length: 100 feet (30.5 m) maximum.

## 2.4 INSULATION

- A. Polyisocyanurate: A foam core insulation board covered on both sides with glass fiber reinforced facer (GRF) meeting ASTM C 1289, Type II, Class 1. Carlisle InsulBase.
  - 1. Compressive Strength: Grade 2 (20 psi) (138 kPa).
- B. Water-resistant and silicone treated gypsum panel with embedded fiberglass facer on both sides and pre-primed on one side, GP Gypsum DensDeck Prime, distributed by Carlisle.
  - 1. Board Thickness: 1/2 inch (13 mm).

## 2.5 INSULATION ADHESIVE

- A. Flexible FAST Adhesive: A spray or extruded applied, two-component polyurethane, low-rise expanding foam adhesive used for attaching approved insulations to compatible substrates (concrete, cellular lightweight insulating concrete, gypsum, cementitious wood fiber, wood or steel) or existing smooth or gravel surfaced BUR, modified bitumen or cap sheets.
- B. Flexible FAST Dual Tank Adhesive: A two-component, polyurethane construction grade, low-rise expanding adhesive designed for bonding insulation to various substrates using a portable applicator.

## 2.6 FLASHING ACCESSORIES

- A. Sure-Flex PVC Inside Corners: Pre-molded corner flashing for inside corners. 60 mil thickness.
  - 1. Color: White.
- B. Sure-Flex PVC Outside Corners: Pre-molded corner flashing for outside corners. 60 mil thickness.
  - 1. Color: White.
- C. Sure-Flex PVC T-Joint Covers: 60 mil thick non-reinforced PVC flashing cut into a 4.5 inch (114 mm) diameter circle used to seal step-offs at splice intersections.
  - 1. Color: White.
- D. Sure-Flex PVC Molded Pipe Flashings: A pre-molded flashing and clamping ring used for pipe penetrations. Available for 3/4 inch to 8 inch (19 to 203 mm) diameter pipes.
- E. Sure-Flex PVC Split Pipe Seals: Pre-fabricated flashing consisting of 60 mil thick reinforced Sure-Flex Membrane for pipes 1 inch to 6 inch (25 to 152 mm) in diameter. A split (cut) and overlap tab are incorporated to allow the pipe seal to be opened and wrapped around the pipe when it is not possible to pull a standard pipe flashing over a round penetration.
- F. Sure-Flex PVC Square Tubing Wraps: Fabricated flashings made of 60 mil thick reinforced Sure-Flex membrane for square tubing. A split (cut) and overlap tab are incorporated into these parts to allow the seals to be opened and wrapped around a square penetration. Available for 3 inches, 4 inches and 6 inches (76, 102, 152 mm) diameter square tubing. Available in white or gray.
- G. Sure-Flex PVC Molded Sealant Pockets:
  - 1. Pre-fabricated, interlocking, 2-piece, injection molded, flexible pocket with a semi rigid PVC vertical wall and pre-formed deck flanges.
  - 2. Use in conjunction with Thermoplastic One-Part Pourable Sealer as specified in this section for waterproofing pipe clusters or other odd shaped penetrations. Forms a 7-1/2 inches by 6 inches (191 x 152 mm) oval when completed. Available in white only.
- H. Sure-Flex PVC Heat Weldable Walkway Rolls: Sure-Flex Membrane offering superior tear, puncture and weather resistance and designed to protect Sure-Flex membrane in those

areas exposed to repetitive foot traffic or other hazards. Walkway material may be heat welded to Sure-Flex membrane using an automated heat welder or hand held heat welder. Walkway Rolls are 36 inches (914 mm) wide by 60 feet (18.3 M) long and are nominal 110 mils thick. Color - Gray.

- I. Sure-Flex PVC Non-Reinforced Flashing: 60 mil thick rolls 12 inches (305 mm) and 24 inches (610 mm) wide. Used for inside/outside corners and field fabricated pipe flashings when use of pre-molded accessories is not feasible. Available in white, gray, light gray slate gray and tan.

## 2.7 CLEANERS, PRIMERS, ADHESIVES AND SEALANTS

- A. Low VOC PVC Bonding Adhesive: A high-strength solvent based adhesive that allows bonding of PVC and KEE-enhanced PVC membrane to various porous and non-porous substrates.
- B. Flexible FAST Adhesive: A two-component (Part A and B), spray applied, low-rise adhesive for bonding FleeceBACK membrane to various surfaces.
- C. Flexible FAST Dual Tank Adhesive: A two component (Part A and B), extrusion applied, low rise adhesive for bonding FleeceBACK membrane and insulation to various surfaces.
- D. CAV-GRIP III Low-VOC Aerosol Contact Adhesive/Primer: a low-VOC, methylene chloride-free adhesive that can be used for a variety of applications including: **Priming unexposed asphalt prior to applying Flexible FAST Adhesive and for adhering Sure-Flex FleeceBACK membrane to vertical walls.** Coverage rate is approximately 2,000-2,500 sq. ft. per 40 lb cylinder and 4,000-5,000 sq. ft. per 85 lb cylinder as a primer, in a single-sided application; 750 sq. ft. per 40 lb cylinder and 1,500 sq. ft. per 85 lb cylinder as an adhesive for vertical walls, in a double-sided application; 1,000 sq. ft. per 40 lb cylinder and 2,000 sq. ft. per 85 lb cylinder as an adhesive, horizontally, for the field of the roof, in a double-sided application.
- E. Water Cut-Off Mastic: A one-component, low viscosity, self wetting, Butyl blend mastic used as a compression sealing agent between membrane and applicable substrates.
- F. Universal Single-Ply Sealant: A 100 percent solids, solvent free, one-part polyether sealant that is used as a termination bar sealant. Available in white only.
- G. Thermoplastic One-Part Pourable Sealant: Single component, moisture curing, elastomeric polyether sealant that is compatible with Carlisle's Thermoplastic membranes. Provides a flexible, durable and long lasting seal around hard-to-flash penetrations in Thermoplastic Roofing Systems.
- H. PVC and KEE HP Membrane Cleaner: Clear, solvent-based cleaner used to loosen and remove contaminants from the surface of exposed membrane.

## 2.8 FASTENERS

- A. HP-X Fastener: A heavy duty #15 threaded fastener with a #3 Phillips drive used with Carlisle's Piranha Fastening Plate to secure Mechanically Fastened Roofing Systems. It is used on minimum 22 gauge steel decks or minimum 15/32 inch (12 mm) CDX plywood decks. It is also designed to offer an optimum combination of driving performance, back-out and corrosion resistance with excellent pullout performance.
- B. Sure-Seal Termination Bar or Seam Fastening Plates to concrete, brick or block walls.
- C. Piranha Plate: A 2-3/8 inches (60 mm) diameter metal barbed fastening plate used with Carlisle HP-X, CD-10 or HD 14-10 Fasteners for membrane or insulation securement. This

plate can be used for membrane or insulation securement on Mechanically Fastened Roofing Systems.

## 2.9 EDGINGS AND TERMINATIONS

- A. Sure-Seal Termination Bar: 1 inch (13 mm) wide, .098 inch (2.5 mm) thick extruded aluminum bar pre-punched 6 inches (152 mm) on center with sealant ledge to support Lap Sealant.

## 2.10 WALKWAYS

- A. Hot-air weld walkway pads to the membrane with the manufacturer's current application guidelines

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Do not commence Work until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment.
- D. A vapor retarder / temporary roof (Carlisle VapAir Seal725 TR Air & Vapor Barrier/Temporary Roof or Carlisle VapAir Seal MD Air & Vapor Barrier) may be applied to protect the inside of the structure prior to the roof system installation.

### 3.3 SUBSTRATE PREPARATION

- A. Structural Concrete Deck:
  - 1. Minimum deck thickness for structural concrete is 4 inches (102 mm).
  - 2. Allow roof deck to cured prior to application of the roofing system. Where curing is in question, evaluate surface moisture and deck's dryness with the ASTM D 4263 or hot bitumen test procedures.
  - 3. Repair cracks greater than 1/8 inch (3 mm) in width in accordance with the deck manufacturer's recommendations.
  - 4. Sumps for the roof drains shall be provided in the casting of the deck.
  - 5. Where insulation is to be adhered with hot asphalt, prime the deck with asphalt/concrete primer, ASTM D 41 at the rate of one gallon per 100 square feet (0.4 l/sm). Allow the primer to dry prior to the application of the roofing system.

### 3.4 INSULATION - SYSTEM DESIGN

- A. Base Layer:
  - 1. Type: Insulbase Polyiso
  - 2. Thickness: 1.5 inches.
  - 3. Attachment Method: Flexible Fast Adhesive

- B. Top Layer:
  1. Type: Dens Deck Prime
  2. Thickness: .5 inches.
  3. Attachment Method: Flexible Fast Adhesive
- C. Tapered System:
  1. Type: Insulbase Polyiso
  2. Field Slope: 1/8 inch per foot.
  3. Cricket Slope: 1/2 inch per foot.
  4. Attachment Method: Flexible Fast Adhesive

### 3.5 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch (6 mm). Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the required mechanical fasteners or insulation adhesive in accordance with the manufacturer's current application guidelines.
- C. Do not install wet, damaged or warped insulation boards.
- D. Stagger joints in one direction unless joints are to be taped. Install insulation boards snug. Gaps between board joints shall not exceed 1/4 inch (6 mm). Fill all gaps in excess of 1/4 inch (6 mm) with same insulation material.
- E. Wood nailers must be at least 3 1/2 inches (89 mm) wide or 1 inch (25 mm) wider than adjacent metal flange. Thickness must equal that of insulation but not less than 1 inch (25 mm) thickness.
- F. Miter and fill the edges of the insulation boards at ridges, valleys and other changes in plane to prevent open joints or irregular surfaces. Avoid breaking or crushing of the insulation at the corners.
- G. Do not install any more insulation than will be completely waterproofed each day.

### 3.6 INSULATION ATTACHMENT

- A. Securely attach insulation to the roof deck for Adhered Roofing Systems. Attachment must have been successfully tested to meet or exceed the calculated uplift pressure required by the International Building Code (ASCE-7) or ANSI/SPRI WD-1.
- B. Enhance the perimeter and corner areas in accordance with the International Building Code (ASCE-7) or ANSI/SPRI WD-1.
- C. Install insulation layers, maximum 4 feet by 4 feet applied with Flexible FAST Adhesive, coverage rate as necessary to achieve the specified attachment and uplift rating. Press each board firmly into place after adhesive develops strings when touched, typically 1-1/2 to 2 minutes after adhesive was applied, and roll with a weighted roller. Add temporary weight and use relief cuts to ensure boards are well adhered. Stagger the joints of additional layers by a minimum of 6 inches (152 mm).

### 3.7 MEMBRANE PLACEMENT AND ATTACHMENT (Fully Adhered)

- A. Position Sure-Flex membrane over the acceptable substrate. Fold membrane sheet back lengthwise so half the underside of the membrane is exposed.
- B. Apply Sure-Flex Bonding Adhesive in accordance with the manufacturer's published

instructions, to the exposed underside of the membrane and the corresponding substrate area. Do not apply Bonding Adhesive along the splice edge of the membrane to be hot air welded over the adjoining sheet. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.

1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded section of the membrane sheet immediately after rolling the membrane into the adhesive with a soft bristle push broom to achieve maximum contact.
  2. Fold back the unbonded half of the sheet lengthwise and repeat the bonding procedures.
- C. Position adjoining sheets to allow a minimum overlap of 2 inches (51 mm).
- D. Hot-air weld the Sure-Flex membrane sheets using the Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's hot air welding procedures.
- E. Continue to install adjoining membrane sheets in the same manner, overlapping edges a minimum of 2 inches (51 mm) and complete the bonding procedures as stated previously.

### 3.8 SEAM WELDING

- A. Hot-air weld membrane using an Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's current guidelines. At all splice intersections, roll the seam with a silicone roller to ensure a continuous hot air welded seam.
- B. Overlay all splice intersections with Sure-Flex T-Joint Covers.
- C. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes).
- D. Repair all seam deficiencies the same day they are discovered.
- E. Apply Cut Edge Sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete. Cut Edge Sealant is not required but recommended on flat surfaces and is not required on vertical splices.

### 3.9 FLASHING

- A. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using Sure-Flex reinforced membrane. Sure-Flex non-reinforced membrane may be used for flashing pipe penetrations, Sealant Pockets, and scuppers, as well as inside and outside corners, when the use of pre-molded accessories is not feasible.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

### 3.10 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the Contract Drawings.
- B. Hot-air weld Sure-Flex Walkway to the membrane in accordance with the manufacturer's current application guidelines.

### 3.11 DAILY SEALS

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.

- B. Complete an acceptable membrane seal in accordance with the manufacturer's requirements.

### 3.12 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

### 3.13 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

**REQUEST FOR PROPOSALS**  
**FOR**  
**LIBRARY ROOF REPLACEMENT**  
**RFP No.: 26-001**  
**PERMIT FEE SCHEDULE**

**EXHIBIT “B”**

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

**V. BUILDING DEPARTMENT**

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

**h. Reinspection Fees:**

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

**i. Additional Fees:**

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

**j. Penalty Fees:**

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

*\*Approved by the Town Commission on October 7, 2020\**

**k. Planning & Zoning Fees:**

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

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

*Refund Policy*

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

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

**REQUEST FOR PROPOSALS**  
**FOR**  
**LIBRARY ROOF REPLACEMENT**  
**RFP No.: 26-001**  
**PRICE SHEET**

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

To All Proposers:

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

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

Options	DESCRIPTION	UNIT OF MEASURE	TOTAL PRICE
1.	SCORED: Roof Replacement – Library	LS	
2.	NON-SCORED OPTIONAL ADD ON: Roof Replacement – Water Treatment Plant/Building Department	LS	

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

(\_\_\_\_\_) \_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
EMAIL ADDRESS

**Attachment "A"**  
**Town of Highland Beach**  
**INSURANCE ADVISORY FORM**

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

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

**PROPOSER ACKNOWLEDGEMENT**

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

RFP Title: **"LIBRARY ROOF REPLACEMENT"**

RFP Number: **26-001**

Proposal Due: **4/21/2026, NO LATER THAN 2:00 P.M. (LOCAL TIME)**

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

Name of Proposer: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

A Corporation of the State of: \_\_\_\_\_

Area Code: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Area Code: \_\_\_\_\_ FAX Number: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Vendor Mailing Date: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorized Signature



**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

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

By: \_\_\_\_\_  
NAME - SIGNATURE

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

Printed Information:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
at Large

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
"OFFICIAL NOTARY SEAL" STAMP

## CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal 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 proposals 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 proposal 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 proposal, 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.**

---

Proposer's Signature

# **PALM BEACH COUNTY INSPECTOR GENERAL**

## **ACKNOWLEDGMENT**

The Proposer 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 RFP and the resulting contract, and in furtherance thereof may demand and obtain records and testimony from the Proposer and its subcontractors and lower tier subcontractors.

The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer 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.

\_\_\_\_\_  
PROPOSER NAME

By \_\_\_\_\_

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

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

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

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

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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

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

1. This sworn statement is submitted to the Town of Highland Beach (the “Town”) by:

\_\_\_\_\_

*(Print individual’s name and title)*

For: \_\_\_\_\_

*(Print name of entity submitting sworn statement)*

Whose business address is: \_\_\_\_\_

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

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal 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 proposes or apples to proposal 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 Proposer list. (Attach a copy of the final order)

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

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

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ADDENDA**

TOWN OF HIGHLAND BEACH  
FLORIDA

RFP TITLE: **“LIBRARY ROOF REPLACEMENT”**

RFP NO.: 26-001

DATE SUBMITTED: \_\_\_\_\_

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

Having studied the documents prepared by: Town of Highland Beach

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

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

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

**PROJECT REFERENCES FOR \_\_\_\_\_**  
**(NAME OF 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:

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

Company Name:		
Address:		
Years/Description of Services:		
Contact Name:		
Phone:	Fax:	E-Mail:

**“DRAFT”**

**SUBJECT TO REVISIONS PRIOR TO SIGNING**

**CONTRACT FOR LIBRARY ROOF REPLACEMENT**

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

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

WHEREAS, the Town is in need of a contractor to provide Library roof replacement, and the Town issued Request for Proposals No. 26-001 (“RFP”) regarding the same; and

WHEREAS, Contractor submitted a proposal in response to the RFP, 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 RFP 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 Request for Proposals, the Proposal 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 Request for Proposals (attached hereto as <b>Exhibit "A"</b> )
Fourth Priority:	Contractor's Proposal (attached hereto as <b>Exhibit "B"</b> )

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

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

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

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

Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for Town Library roof replacement as set forth in the RFP, and shall generally include the following prior to the installation of roofing material:

- Submit shop drawings and product approval codes for approval prior to start of work.
- Tear off existing roof covering to the sheathing and remove all debris.
- Re-nail sheathing and replace decayed wood as per Florida Building Code.

- Remove all existing gutters and replace with aluminum K-style seven-inch seamless gutters. Existing downspouts shall remain as-is. Gutters shall have shields at high water discharge points.

### 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 RFP and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has

been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

- 3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.
- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.
- 3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfil 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 subcontractors 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.

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

The commercial general liability and excess liability policies will name the Town as an additional insured. Except for Workers' Compensation, all policies shall contribute as primary and non-

contributory. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

#### Article 9. PUBLIC RECORDS.

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548,**

**[lgaskins@highlandbeach.us](mailto:lgaskins@highlandbeach.us), OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.**

Article 10. MISCELLANEOUS.

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

in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

- 10.7 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.8 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.9 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.
- 10.10 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.11 Independent Contractor: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- 10.12 Successors and Assigns: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.13 Enforcement; Waiver of Jury Trial: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 10.14 Continuing Obligation: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.15 Reserved.
- 10.16 Notice: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach  
Attn: Town Manager

3614 S. Ocean Blvd.  
Highland Beach, FL 33487

and to Contractor as follows:

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

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

Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

- 10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible 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: \_\_\_\_\_  
Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lanelda Gaskins, Town Clerk

\_\_\_\_\_  
Leonard G. Rubin, Town Attorney

**CONTRACTOR**

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

Print Name:

Title:

[Corporate Seal]

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH)

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

Notary Public

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

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

**EXHIBIT “A”**

Town’s RFP

**EXHIBIT “B”**

Contractor’s Proposal