

CONTRACT FOR JANITORIAL SERVICES

THIS CONTRACT ("Contract") is made this _____ day of _____, 2025, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **Green Facility, Inc.**, a Florida corporation, with its principal address at 8530 NW 47th St., Coral Springs, Florida 33067 ("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 janitorial services and the Town issued an Invitation to Bid No. 25-001 ("ITB") regarding the same; and

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

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

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

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

Article 1. CONTRACT.

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

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

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

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

1.3 Contract Price. The Contract Price shall be **FIFTY EIGHT THOUSAND SEVEN HUNDRED AND FORTY THREE DOLLARS AND NINETY SIX CENTS (\$58,743.96)** which shall be payable in accordance with Article 3 of this Contract. The Contract Price shall be increased at the time of renewal by three percent (3%) each renewal year. The Town may, from time to time, select additional services which shall be provided in accordance with the optional add on services pricing in the Contractor's Bid, attached hereto as Exhibit "B".

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 janitorial services.

FACILITIES

Library – 10,338 sq ft

Town Hall/Police Dept. – 11,125 sq ft

Water Treatment Plant/Building Dept. – 19,840 sq ft

Fire Station Administration – 3,200 sq ft

DAILY CLEANING – ALL COMMON AREAS

TRASH REMOVAL: All trash receptacles and recycling bins will be emptied and brought to the designated trash collection point. Liners will be replaced as necessary.

VACUUMING: All carpeted areas and mats will be fully vacuumed daily; this includes all edges. Spot removal will be performed as needed.

FLOORING: All hard surfaces will be swept/dust mopped daily. Any area with spillage or footprints will be damp mopped as needed with disinfectant. Mop water will be changed as required, but in no case less than daily, to prevent the formation of offensive odors.

WIPING: All horizontal surfaces will be damp wiped as needed to remove spillage, coffee rings and other stains.

DUSTING: All horizontal surfaces will be thoroughly dusted daily. This includes desk tops, counter tops, file cabinets, book cases, shelves, window sills, chairs, tables, pictures, telephones, cubicle partitions, louvers, statuary and all other manner of furnishings.

ENTRYWAYS/DOORS/WINDOWS: Spot clean fingerprints from glass, painted surfaces, door plates, knobs, push bars and frames as needed. This includes the emptying of cigarette urns that are located near the entryways of the common areas.

APPLIANCES CLEANING: Spot clean the exterior of refrigerators, stoves, stove hoods, toaster ovens, coffee makers, microwaves and other small kitchen appliances. This includes the cleaning and polishing of drinking fountains.

WEEKLY CLEANING – ALL COMMON AREAS

VACUUMING: Thorough vacuuming of all carpeted areas and mats to include all edges, corners and beneath office furnishings. Spot removal will be performed as needed.

FLOORING: All hard surfaces will be thoroughly swept/dust mopped to include edges, corners and beneath office furnishings. Damp mopping will be performed as needed. Buffing of hard surfaces will occur to present the best possible appearance.

DUSTING/WIPING: All vertical surfaces will be dusted and/or damp wiped as needed. This includes desks, file cabinets, bookcases, shelves, window trim, chairs, table legs, pictures, telephones, cubicle partitions, louvers, statuary and all other manner of furnishings. This also includes removal of smudges and fingerprints from light switches and backplates.

ENTRYWAYS/DOORS/WINDOWS: Deep clean fingerprints from glass, painted surfaces, door plates, door trim and thresholds, knobs, handles, push bars and frames to present the best possible appearance.

APPLIANCES CLEANING: Deep clean the exterior of refrigerators, stoves, stove hoods, toaster ovens, coffee makers, microwaves and other small kitchen appliances to present the best possible appearance.

VENTS: All exhaust, return and air conditioning supply vents will be cleaned to remove any accumulation of dust.

MONTHLY CLEANING – ALL COMMON AREAS

FLOOR MOLDING: Clean rubber cove and wood baseboard moldings to remove scuff marks and/or dust.

DUSTING/WIPING: Dust high, difficult to reach areas, not included in daily and weekly services to remove dust and cobwebs from these locations. (e.g. – light fixtures, vaulted ceilings, etc.) The cleaning of Venetian and vertical blinds will be included in this task.

DAILY SERVICES – ALL RESTROOMS

TRASH REMOVAL: All trash receptacles will be emptied and brought to the designated trash collection point. This includes sanitary napkin holders. Liners will be replaced as necessary.

RE-STOCKING: All products such as paper towels, toilet tissue, toilet seat covers, sanitary napkins, urinal blocks or mats and hand soap will be refilled or replaced as needed.

FLOORING: All tiled surfaces will be damp mopped and rinsed with a disinfectant. Mop water will be changed as required, but in no case less than daily, to prevent the formation of offensive odors.

WALLS/PARTITIONS: All tiled and painted surfaces such as, but not necessarily limited to, partitions, stall doors and shower stalls, will be wiped down and/or cleaned as necessary. All splash marks and spots will be removed.

MIRRORS: All mirrors will be cleaned and polished as necessary.

OTHER SURFACES: All dispensers, shelves, lockers and other exposed surfaces shall be cleaned as needed with an appropriate product.

TOILETS & URINALS: Will be cleaned and sanitized inside and outside. This includes toilet seats and flushometers. Work will be polished to a bright finish.

SINKS, BASINS & FAUCETS: Will be scoured, cleaned and sanitized. Work will be polished to a bright finish

WEEKLY SERVICES – ALL RESTROOMS

FLOORING: All tiled surfaces will be thoroughly mopped and rinsed with a disinfectant. Mop water will be fresh to prevent the formation of offensive odors. Replace mop heads as necessary.

WALLS/PARTITIONS: All tiled and painted surfaces such as, but not necessarily limited to, partitions, stall doors and shower stalls, will be wiped down and/or cleaned as necessary. Any traces of mold or mildew will be removed.

MIRRORS: Thoroughly cleaned and polished as necessary.

OTHER SURFACES: All dispensers, shelves, lockers and other exposed surfaces shall be thoroughly cleaned with an appropriate product.

TOILETS & URINALS: Will be thoroughly cleaned and sanitized inside and outside. This includes toilet seats and flushometers. Work will be polished to a bright finish.

SINKS, BASINS & FAUCETS: Will be thoroughly scoured, cleaned and sanitized. Work will be polished to a bright finish.

VENTS: All exhaust, return and air conditioning supply vents will be cleaned to remove any accumulation of dust.

OPTIONAL SERVICES

CARPETS: Perform deep cleaning shampoo of carpets upon request based on square footage. Contractor will move loose items as needed such as chairs and chair mats.

TILE FLOORS: Strip, seal and finish coat tiled floors upon request based on square footage. Contractor will move loose items such as chairs and/or stands.

WOOD FLOORS: Clean and condition hardwood floors with appropriate products as upon request based on square footage. Contractor will move loose items such as chairs and podiums.

WINDOW WASHING (INTERIOR): Clean and dry interior windows, upon request, to produce a spot-free finish based on square footage of surface glass.

WINDOW WASHING (EXTERIOR): Clean and dry exterior windows, upon request, to produce a spot-free finish based on square footage of surface glass.

STORM REMEDIATION OR SPECIAL EVENTS: The Contractor and the Town will discuss strategies that may be applicable to an anticipated storm or Town-sponsored special event. This contact will be made prior to the onset of either event. There will be no cost to the Town for providing this consultation, unless actual on-site services are rendered.

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis 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 Contract Administrator will review each invoice submitted by Contractor. If approved by the Town's Finance Department, the Town will make payment in accordance with the Contract Documents. 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 Notwithstanding the foregoing, the Town shall not be required to pay any amount 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.

3.3 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 4. SUBCONTRACTORS

All sub-contractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions.

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 the site(s) and other conditions that 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. TERM AND TERMINATION.

- 7.1 Term: The initial term of this Contract is for one (1) year. This Contract may be renewed by written agreement of the parties for up to four (4) additional terms of one (1) year upon the same terms and conditions as set forth herein.
- 7.2 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.

7.3 Termination by the Town for Convenience: The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause by giving not less than 30 days' written notice. Upon receipt of written notice from the Town of such termination for the Town's convenience, Contractor shall:

- (a) cease operations as directed by the Town in the notice;
- (b) take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work completed through the date of 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, 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

All insurance provided by Contractor shall name the Town as an additional insured and include a waiver of subrogation. All insurance, other than Worker’s Compensation, to be maintained by the Contractor shall apply on a primary and non-contributory basis. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Article 9. PUBLIC RECORDS.

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

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town’s custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if Contractor does not transfer the records to the Town.
- D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion

of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

Article 10. MISCELLANEOUS.

- 10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders.
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof

shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 10.6 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or 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 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.
- 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:

Green Facility, Inc.
Attn: Ryan Flores
2900 N. University Dr., Suite 46
Coral Springs, FL 33065

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

- 10.17 Public Entity Crimes: Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- 10.18 Force Majeure: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are

not limited to acts of God, labor disputes or civil unrest.

- 10.19 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

If this Contract is for one million dollars or more, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the 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 Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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 E-Verify: Pursuant to Section 448.095(2), 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 Section 448.095, Florida Statutes;
 - E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and.
 - F. Be aware that if Town terminates this Contract under Section 448.095(2)(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.
- 10.25 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

Green Facility, Inc., a Florida corporation

By: _____
Chung Lee, President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Chung Lee, who was physically present, as President of Green Facility, Inc., 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 Green Facility, Inc., to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT “A”

Town’s Bid

EXHIBIT “B”

Contractor’s Bid